Hawaii Public Housing Authority
State of Hawaii

Request for Information (RFI)
RFI-HPB 2010- 03

Emergency Shelter Grant
(ESG)

Date Issued: **February 23, 2010**
Submittal Deadline: **March 15, 2010**

Revised: March 8, 2010 – Work plan revised

The purpose of this request for information is to include providers in a federal grant application pursuant to section 3-143-614, HAR. If the State is awarded the grant, no Request For Proposal (RFI) for this service will be issued and the providers selected and named in the grant application as result of this RFI will be awarded a contract for the service

EQUAL HOUSING OPPORTUNITY

Notice to Offerors

(Chapter 103F, Hawaii Revised Statutes)

Emergency Shelter Grant (ESG)
Request for Information RFI-HPB 2010-03

Notice is hereby given that pursuant to Chapter 103F, Hawaii Revised Statues ("HRS"), the Hawaii Public Housing Authority ("HPHA") will be accepting sealed proposals for services under the Emergency Shelter Grant ("ESG") Program on the Islands of Hawaii, Kauai and Maui.

The Request for Information ("RFI") may be picked up at the HPHA's Contract and Procurement Office on Oahu located at 1002 North School Street, Building D, Honolulu, Hawaii 96817 beginning on February 23, 2010. The RFI may also be down loaded from the State Procurement Office (SPO) (http://hawaii.gov/spo/spoh): Procurement Notices System (PNS) website and the HPHA website (http://www.hcdch.hawaii.gov/).

The HPHA's Contract and Procurement office will conduct a Pre-Proposal Conference via teleconference from 9:00 a.m. to 10:00 a.m. Hawaii Standard time (HST) on Tuesday, March 2, 2010. Interested offers may also attend the Pre-Proposal Conference held in Building E, Mini Conference Room, 1002 North School Street, Honolulu, Hawaii 96817. For the teleconferencing phone number and access code please email Phyllis Ono at phyllis.m.ono@hawaii.gov .

One (1) original and four (4) copies of the sealed proposal will be received at the HPHA's Central Files Office at 1002 North School Street, Building D, Honolulu, Hawaii 96817 on Monday, March 15, 2010.

Electronic mail and facsimile transmission shall not be accepted. The official time shall be that which is recorded on the time stamp clock of the HPHA for the hand-delivered proposals. Deliveries by private mail services such as Federal Express (FedEx) and United Parcel Service (UPS) shall be considered hand deliveries. All mail-in proposals delivered/postmarked by the United States Postal Service **must be received** no later than 4:00 p.m. HST on Monday, March 15, 2010.

The HPHA reserves the right to reject any and all proposals and to accept the proposal in whole or part in the best interest of the State. Questions relating to this solicitation shall be directed to Ms. Phyllis Ono at (808) 832-6086.

HAWAII PUBLIC HOUSING AUTHORITY

Barbara E. Arashiro
Acting Executive Director

EQUAL HOUSING OPPORTUNITY

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Section 1

Administrative Overview

Section 1 – Administrative Overview

I. Authority

The Hawaii State Legislature establish the Hawaii Public Housing Authority (hereinafter "HPHA") under Chapter 356D, Hawaii Revised Statutes (HRS). The HPHA consolidated all low income housing and homeless function and is administratively attached to the Department of Human Services. The HPHA is a public body and a body corporate and politic of the State of Hawaii. The HPHA's role is to address the housing and homeless needs of the individuals and families in the State of Hawaii. Under the HPHA, the Homeless Programs Branch (hereinafter "HPB") works in collaboration with each county's Continuum of Care (herein after "CoC") in the State of Hawaii to address homelessness statewide. The HPHA seeks to competitively procure services from qualified offerors to provide for operational costs for emergency shelters under the Emergency Shelter Grant (hereinafter "ESG") program for the Islands of Hawaii, Kauai and Maui.

This Request for Information (hereinafter "RFI") is issued under the provisions of Chapter 103F, Hawaii Revised Statutes (hereinafter "HRS"), the related administrative rules, and the United State Department of Housing and Urban Development's (hereinafter "HUD") regulations under the ESG program. The purpose of the RFI is to include selected offerors in a HUD federal grant application pursuant to section 3-143-614, Hawaii Administrative Rules (hereinafter "HAR"). If the State is awarded the HUD grant, no Request For Proposal (hereinafter "RFP") for this service will be issued and the successful offeror(s) named in the grant application as result of this RFI will be awarded a contract for services under the ESG program. Interested offeror are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any interested offeror shall constitute admission of such knowledge on the part of such interested offeror.

II. RFI Organization

This RFI organized into Four (4) sections:

Section 1, Administrative Overview - Provides interested offerors with an overview of the procurement and contracting process.

Section 2, Service Specifications – Provide interested offerors with a general description of the tasks to be performed, delineated interested offeror's responsibilities, and defines deliverables as applicable.

Section 3, Proposal Form and Instructions- Describes the required format and content for the proposal.

Section 4, Evaluation – Describes how the proposals will be evaluated.

Section 5, Attachments - Information and forms necessary to complete the application.

III. Contracting Office

The Contracting Office is responsible for overseeing the procurement and issuing the Contract resulting from this RFI. The Contracting Office is:

Hawaii Public Housing Authority
Contract and Procurement Office
1002 North School Street, Building D
Honolulu, Hawaii, 96817 Telephone: (808) 832-6086

For the purpose of this solicitation, the RFI Coordinator or his/her designated representative is listed below:

Phyllis Ono
Hawaii Public Housing Authority
Contract and Procurement Office
1002 North School Street, Building D
Honolulu, Hawaii 96817

Telephone: (808) 832-6086 Fax: (808) 832-6039

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

The Administrative Office responsible for administering and monitoring the Contract is the Homeless Programs Branch (HPB). For the purpose of this solicitation, the Contract Administrator or his/her designated representative is responsible for monitoring the activities performed under the Contract and is listed as follows:

Sandra Miyoshi
Hawaii Public Housing Authority
Homeless Programs Branch
1002 North School Street, Building H
Honolulu, Hawaii 96817 Telephone: (808) 832-5870

Any changes to the Contract Administrator or his/her designated representative shall be provided in writing to the Successful Offeror. The HPHA reserves the right to make changes to the Contract Administrator. Once a Contract has been executed, all the communication regarding approvals, reports, and request will be directed to the Contract Administrator.

IV. Procurement Timeline

Note that the procurement timetable represents the State's best estimated schedule. Contract start dates are subject to HUD's notice of funding award and the issuance of a notice to proceed.

Activity	Scheduled Date
Public notice announcing RFI	February 23, 2010
Pre-Proposal Conference	March 2, 2010
Proposal submittal deadline	March 15, 2010
Proposal evaluation period	March 17 -24, 2010

Provider selection	March 17-24, 2010
Notice of statement of findings and decision	March 24-25, 2010
Contract start date	Summer 2011

V. Pre-Proposal Conference

A Pre-proposal Conference of interested offerors in reference to this RFI will be held as follows:

Date:	March 2, 2010	**Time:**	9:00 a.m. to 10:00 a.m.. HST
Location:	The HPHA's Contract and Procurement office will conduct a Pre-Proposal Conference via teleconference from 9:00 a.m. to 10:00 a.m. Hawaii Standard time (HST) on Tuesday, March 2, 2010. Interested offers may also attend the Pre-Proposal Conference held in Building E, Mini Conference Room, 1002 North School Street, Honolulu, Hawaii 96817. For the teleconferencing phone number and access code please email Phyllis Ono at phyllis.m.ono@hawaii.gov .		

Interested Offerors are encouraged to submit written questions prior to the pre-proposal conference. Impromptu questions will be permitted at the pre-proposal conference and spontaneous answers provided at the state purchasing agency's discretion. However, answers provided at the pre-proposal conference are only intended as general direction and may not represent the HPHA's position. Formal official responses will be provided in writing. To ensure a written response, any oral questions should be submitted in writing following the close of the pre-proposal conference.

VI. Submission of Sealed Proposals

A. **Forms/Format.** Proposal forms and formats such as work plans are included in Section 5, Attachment 3 of this RFI.

B. **Proposal Submittal.** Proposal must be postmarked by the United States Postal Services (USPS) or hand delivered by the date and time designated in this RFI. Any proposals post-marked or received after the designated date and time shall be rejected. **Electronic submission such as email and facsimile transmissions shall not be accepted.**

The register of proposals and proposals shall be open to public inspection after the award of the contract.

C. **Multiple or Alternate Proposals**. Multiple/alternate proposals are not applicable to this RFI.

D. **Confidential Information.** If an interested offeror believes any portion of a proposal contains information that should be withheld as confidential, the interested offeror shall request in writing non-disclosure of designated proprietary data to be

confidential and provide justification to support confidentiality. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal to facilitate eventual public inspection of the non-confidential sections of the proposal. Note that price is not considered confidential and will not be withheld.
Interested offeror that choose to identify portions of their proposal as confidential shall be responsible to ensure that the minimum services are not included. The HPHA will not make any determination of confidentiality for the interested offeror

If a proposal is marked confidential in its entirety, the HPHA will not make a determination of confidentiality and will refer the request of information to the State's Office of Information Practices.

VII. Discussion with Offerors Prior to Proposal Submission

Discussion may be conducted with interested offerors to promote understanding of the HPHA's requirements.

VIII. Opening of Proposals

Upon receipt of proposals by the HPHA at the designated location, proposals, modification to proposals and withdrawals of proposals shall be date-stamped, and whenever possible, time stamped. All documents so received shall be held in a secure place by the HPHA and shall not be examined for evaluation purposes until the submittal deadline. Procurement files shall be open to public inspection after a contract has been awarded and executed by all parties. Sealed proposals shall not be opened at a public proposal opening.

IX. Additional Materials and Documentation

Proposal sample or descriptive literature should not be submitted unless specifically requested within the RFI. Any unsolicited documentation, literature, samples, or brochures will not be examined or tested, and will not be deemed to vary any of the provisions of this RFI.

X. RFI Amendments

The HPHA reserves the right to amend this RFI at any time prior to the closing date for proposal. Interested offerors will be notified of the availability of amendments through verbal or written communication.

XI. Additional Terms and Conditions

The HPHA reserves the right to add terms and conditions during contract negotiations and discussions. These terms and conditions may be within the scope of the RFI and will not affect the proposal evaluation.

XII. Cancellation of the Request for Information

The RFI may be cancelled and any or all proposals maybe rejected in whole or in part, when determined by the HPHA to be in the best interest of the State.

XIII. Costs for Proposal Preparation Any costs incurred by interested offerors in preparing or submitting a proposal are the interested offerors' sole responsibility. Any costs incurred by the Successful Offeror prior to the execution of a Contract are not eligible for reimbursement.

Costs incurred in connection with the review, inspection and verification of information provided in the RFI shall be the interested offeror's sole responsibility.

Interested offerors shall provide the HPHA with the written authorizations(s) necessary to verify information provided in the interested offeror's proposal.

XIV. Mistakes in Proposals

While interested offerors are bound by their proposals, circumstance may arise where a correction or withdrawal of proposals is proper. An obvious mistake in a proposal may be corrected or withdrawn, or waived by the interested offeror to the extent that it is not contrary to the best interest of the HPHA or the fair treatment of other interested offerors. Mistake in proposals shall be handled as provided in section 3-143-606, HAR.

XV. Rejection of Proposals

The HPHA reserves the right to consider as acceptable only those proposal submitted in accordance with the requirements set forth in this RFI and which demonstrates an understanding of the services specification. Any proposal offering may be rejected with out further notice if it is:

A. Determined to unreasonable in price, including not only the total price of the proposal, but the prices for individual items as well; or

B. Determined to offer a set of terms or conditions that are contradictory to the minimum requirements included in this RFI.

XVI. Notice of Award.

Any Contract arising out of this solicitation is subject to the approval of the Department of the Attorney General as to form, and to all further approval, including the approval of HUD as may be required by statue, regulation, rule, order or other directive.

The Successful Offeror shall receive a Notice of Award, which will indicate the Successful Offeror has be selected to provide operational costs for emergency shelters under the ESG program for this RFI.

No work is to be undertaken by the Successful Offeror prior to the Contract commencement date. The HPHA is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Successful Offeror prior to the Contract starting date.

The Successful Offeror receiving award shall be required to enter into a formal written Contract. The General Conditions of the Contract are attached as Section 5, Attachment 5 of the Sample Contract included herein.

XVII. Availability of Funds.

The award of a contract and any allowed renewal or extension thereof, is subject to allotments made by the Director of Finance, State of Hawaii, pursuant to Chapter 37, HRS, and subject to the availability of State and/or Federal funds.

XVIII. Monitoring and Evaluation.

The Successful Offeror's performance under the Contact will be monitored and evaluated by the Contact Administrator or his/her designated representative, HUD, the HPHA's Auditors, the Legislature, and/or other designated representatives.

Failure to comply with all material terms of the Contract may be cause for suspension or termination as provided in the General Conditions. See Section 5, Attachment 5 of the Sample Contract. The Successful Offeror may be required to submit additional written reports, including a corrective action plan, in response to monitoring conducted by the HPHA. These additional reports shall not be considered a change to the scope of work and shall continue for the duration of time as deemed necessary by the HPHA.

The HPHA reserves the right to make periodic inspections of all records and files, to ensure that administrative polices, shelter and services are properly considered, adequately addressed and delivered.

The HPHA may also with hold payment, without being required to pay interest for late payment, if the Successful Offeror fails to submit and implement a corrective action plan in response to findings by the HPHA or if the Successful Offeror fails to demonstrate improvement in performance after implementing its corrective action plan.

XIX. General and Special Conditions of Contract

A. The General Conditions that will be imposed contractually are included as an attachment. The State's General Conditions set forth in Section 5, Attachment 5 of the Sample Contract, may also be found on the State Procurement (SPO) website at **www.spo.hawaii.gov**.

B. Special Conditions may be imposed by the HPHA. The HPHA reserves the right to make small or major modification to the quantity of items or reporting requirements contingent upon unforeseen conditions.

C. **Special Conditions Terms** The terms to be used in any subsequent contract with the State of Hawaii resulting form this RFI shall be one and the same as follows:
   1. "Contract" and "Sub-Recipient Agreement";
   2. "CONTRACTOR", "SUB-RECIPIENT", and "PROVIDER".

XX. Cost Principles

The HPHA shall utilize standard cost principles at section 3-141, HAR, which are available on the SPO Website. Nothing is this section shall be construed to create an exemption from any cost principle arising under federal law.

(END OF SECTION)

Section 2

Service Specifications

Section 2 – Service Specification

I. Overview, Purpose or Need and Goals of Service

The Hawaii State Legislature establish the Hawaii Public Housing Authority (hereinafter "HPHA") under Chapter 356D, Hawaii Revised Statutes (HRS). The HPHA consolidated all low income housing and homeless function and is administratively attached to the Department of Human Services. The HPHA is a public body and a body corporate and politic of the State of Hawaii. The HPHA's role is to address the housing and homeless needs of the individuals and families in the State of Hawaii. Under the HPHA, the Homeless Programs Branch (hereinafter "HPB") works in collaboration with each county's Continuum of Care (herein after "CoC") in the State of Hawaii to address homelessness statewide. The HPHA seeks to competitively procure services from qualified offerors to provide offerors to provide for operational costs for emergency shelters under the Emergency Shelter Grant (hereinafter"ESG") program for the Islands of Hawaii, Kauai and Maui.

The State's goal is to create a coordinated network of providers and jurisdictions working collaboratively to address the needs of the homeless by identifying and eliminating the gaps in the homeless Continuum of Care system. The Hawaii Public Housing Authority's (HPHA) role in the process for developing the Continuum of Care systems in each county are as follows:

1. To facilitate and support the development and expansion of a locally developed Continuum of Care system in each of the Counties;
2. To work with federal, state, and local government agencies to coordinate efforts and resources to effectively provide for homeless families and individuals;
3. To ensure that the needs of all homeless sub-populations are addressed and included in the locally developed Continuum of Care systems;
4. To support agencies in the provision of services which promote the homeless Continuum of Care systems;
5. To continue to promote and encourage public awareness and understanding of the causes and problems associated with homelessness and to stimulate the participation in efforts to address homelessness throughout the state; and
6. To develop an effective mechanism for leveraging resources in the development and submission of grant applications for federal funds.

As part of the State's Continuum of Care system for homeless individuals and families, the ESG program funds will be used to address the housing needs of homeless and at risk individuals.

A. Goals

The ESG program is designed to provide homeless persons with basic shelter and essential supportive services. The goals of the ESG program are to provide services that will:

1. Improve the quality of emergency shelters for the homeless;
2. Help make additional emergency shelters available;
3. Help meet the costs of operating an emergency shelter; and
4. Provide essential social services to homeless individuals.

II. Funding Source, Amount and Geographic Area

A. **Funding Source.** Funds are subject to appropriation by the State's Director of Finance and/or United States Congress and allocation by the Governor, State Legislature and/or the HUD. Funding period may change upon written notice from HPHA. The anticipated funding amount for the program year 2010-2011 may be allocated as follows:

Hawaii County	$113,246.00
Kauai County	$ 36,239.00
Maui County	$ 77,007.00

All award amounts are based on the availability of funds.

B. **Geographic Coverage** The service to be provided shall be only on the Islands of Hawaii, Kauai and Maui. The combination of all interested offerors together may provide a network of services across the Islands of Hawaii, Kauai, and Maui.

III. General Requirements

Qualifying Requirements The HPHA's overall requirements for interested offerors applying under this RFI, shall include without limitation to the following as stated in section 17-2026, HAR:

A. The Successful Offeror shall comply with chapter 103F, HRS Cost Principles for Purchase of Health and Human Services. The Successful Offeror shall also comply with the United States 24 Code of Federal Regulations, part 576 under the ESG program.

B. The Successful Offeror shall be a for-profit organization incorporated under the laws of the STATE; or be a nonprofit organization determined by the Internal Revenue Service. A nonprofit must is exempt from the federal income tax has a governing board whose members have no material conflict of interest ands serve with out compensation, with bylaws or policies that describe the manner in which business is conducted, and with policies that relate to nepotism and management of potential conflict of interest situations;

C. The Successful Offeror shall have at least one (1) year's experience with the project or in the program area for which the request is being made. The STATE may grant an exception where the organization applying for a program under this RFI has otherwise demonstrated the necessary experience or expertise in the program area.

D. The Successful Offeror shall have no outstanding balance owing to the HPHA. The executive director of the HPHA may grant exceptions for debt recently acquired and for events which have an approved repayment plan.

IV. **Compliance with all Applicable State Business and Employment Laws** The Successful Offeror shall comply with all laws governing entities doing business in the State. Prior to contracting, owners of all forms of business doing business in the State except sole proprietorships, charitable organizations unincorporated associations and foreign insurance companies be registered and in good standing with the Department of Commerce and Consumer Affairs (DCCA), Business Registration Division. Foreign insurance companies must register with DCCA, Insurance Division. See for more information is on the DCCA website: http://hawaii.gov/dcca.

A. **Wages and Labor Law Compliance** Prior to contract execution for a service contract in excess of $25,000, the successful offeror shall certify that its compliance with section 103-55, HRS, "Wages, hours, and working conditions of employees of contractors performing services."

B. **Certifications of Eligibility** Prior to an award of a contract, the Successful Offeror is required to submit the following documents to the HPHA to demonstrate compliance with State laws:

1. Tax Clearance, For A-6;
2. Department of Labor and Industrial Relations, Application for the Certificate of Compliance, Form LIR#27; and
3. Certificate of Good Standing issued by the Department of Commerce and Consume Affairs Business registration Divisions (BREG).

Alternatively, the interested offeror may choose to use the Hawaii Compliance Express ("HCE"), which allows business to register online.

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

The HCE provides the interested offeror with a "Certificate of Vendor Compliance" with current compliance status as of the issuance date, accepted for both contracting purposes and final payment. Vendor that elects to use the new HCE services will be required to pay an annual fee of $12.00 to the Hawaii Information Consortium, LLC (HIC).

V. Insurance Requirements

A. Indemnification

The Successful Offeror shall defend, indemnify, and hold harmless the State of Hawaii, the HPHA, its elected and appointed officials, officers, and employees, from and against all liability, loss, damage, cost, and expense, including all attorneys' fee, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the Successful Offeror or the Successful Offeror's officers, employees, agents or sub contractors.

B. Prior to execution of a Contract, the Successful Offeror shall furnish to the Contracting Officer certificate (s) of insurance as evidence of the existence of the follow insurance coverage in amount not less that the amounts specified. This insurance must be maintained throughout the entire performance period.

C. Worker's Compensation
The Successful Offeror shall carry Worker's Compensation insurance in such form and amount to satisfy the applicable State Worker's Compensation Law. Workers' Compensation must be issued by an admitted carrier authorized to do business in the State of Hawaii.

D. Liability Insurance
The Successful Offeror shall maintain the following minimum insurance limits and coverage:

Coverages	Limits
General Liability Insurance	$2,000,000.00 combined single limit per occurrence for bodily injury and property damage.
Personal Injury Liability	$1,000,000.00 single limits per occurrence. $2,000,000.00 for general aggregate.
Automobile Insurance Covering all owned, non-owned and hired automobiles.	Bodily injury liability limits of $100,000.00 each person and $300,000.00 per accident and property damage liability limits of $1,000,000.00 per accident OR $2,000,000.00 combined single limit.
Workers Compensation as required by laws of the State of Hawaii	Insurance to include Employer's Liability. Both such coverage's shall apply to all employees of the Successful Offeror and to all employees of sub-contractors in case any sub-contactor fails to provide adequate similar protection for all his employees to all employees of sub-contractors.

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

a. This insurance shall not be cancelled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Hawaii Public Housing Authority (HPHA), 1002 North School Street, Building E, Honolulu, Hawaii 96817.

b. The State of Hawaii, the HPHA, its elected and appointed officials officers, and employees are added as additional insured parties.

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

d. Upon execution of the Contract, the Successful Offeror agrees to deposit with the HPHA, certificate(s) of insurance necessary to satisfy the HPHA that the insurance provision of this Contract have been complied with and to keep such insurance in effect and the certificate(s) on deposit with the HPHA during the entire term of this Contract. Upon request of the HPHA the Successful Offeror shall be responsible for furnishing a copy of the policy or policies.

e. Failure of the Successful Offeror to provide and keep in force such insurance shall be regarded as material default under this Contract. The HPHA shall be entitled to exercise any or all of the remedies provided in this Contract for default of the Successful Offeror.

f. The procuring of such required insurance shall not be construed to limit the Successful Offeror's liability hereunder not to fulfill the indemnification provision and requirement of this Contract. Notwithstanding said policy or policies of insurance, the Successful Offeror shall be obligated for the full amount total amount of any damage, injury, or loss cause by negligence or neglect connected with this Contract.

E. Other Additional Insurance

The Successful Offeror may, at its own expense, place additional insurance coverage or further protection subject to the HPHA's approval. Request for approval will include a description of the additional insurance coverage, premium and justification.

F. Upon the commencement and completion of a contract, the Successful Offeror shall submit a valid tax clearance from the Department of Taxation and the Internal Revenue Service to the HPHA.

VI. Type of Contract

A. Single or multiple contracts to be awarded

☐ Single ☒ Multiple ☐ Single & Multiple

Single or multi-term contracts to be awarded

☒ Single term (≤ 2 yrs) ☐ Multi-term (> 2 yrs.)

Initial term of contract:	Twelve months
Length of each extension:	Up to twelve months; may be less than 12 months when it is in the best interests of the State
Maximum length of contract:	Twenty-four months

B. The Successful Offeror shall be required to execute a Contract for Health and Human Services based on Competitive Sealed Proposals.

C. The Successful Offeror will be required to enter into a formal written contract with the HPHA in accordance with the laws, rules and regulations of the State of Hawaii.

D. By submission of a proposal, interested offerors warrant and represent that they have read and are familiar with the contractual and service requirements set forth in the RFI and its attachments, and the provisions.

E. All proposals shall become the property of the HPHA. The Successful Offeror's proposal will be incorporated into the resulting Contract by reference.

F. **Independent Contractor.** The Successful Offeror shall be an independent contractor. Shall be responsible to control and direct the performance and details of the work and services required. The interested offeror shall be responsible for securing all employee-related insurance coverage and paying all applicable taxes and fees.

G. **Subcontracting.** The Successful Offeror shall not assign or subcontract any of the Successful Offeror's duties obligations, or interest without the prior written consent of the HPHA. If approved, the interested offeror shall be responsible for monitoring the performance of any subcontractor and ensuring that all contract terms and conditions are satisfactorily fulfilled.

H. **Extensions.** Any extension in the term for expending the contract award amount shall be on approval by United State Department of Housing and Urban Development and at the sole discretion of the STATE. The following conditions must be met for an extension:

1. The Successful Offeror experiences cost savings and has unexpended funds available that can be used to provide additional services; or

2. The State determines there is an ongoing need for the services and has funds to extend services, not to exceed 12 months. Contract extensions shall be awarded at the same or comparable rates as the primary agreement.

3. A supplemental agreement must be executed prior to expiration of the primary agreement.

4. The Successful Offeror must obtain STATE and HUD approval in writing and a notice to proceed with the extension, and

5. The STATE has determined that the Successful Offeror has satisfactorily provided service over the current contract term, and

6. Necessary State and/or Federal funds are available, appropriated and allotted for an extension.

VII. Administrative Requirements

A. The Continuum of Care Process

The Successful Offeror's participation in the CoC must be on the County the program shall provide services, and shall be verified through that respective County CoC. The STATE reserves the right to contact the respective CoC regarding the interested offeror's participation.

The Successful Offeror shall actively participate in their respective County's CoC. Failure to actively participate shall impact interested offerors final proposal evaluation score and funding award. Active participation is defined as attending the general meeting, participating and contributing to a committee of in the Successful Offeror's respective CoC. Activities include without limitations activities conducted or supported by the CoC, including without limitation Homeless Awareness Week and Point In Time Count.

B. **Accounting System.** The Successful Offeror shall have a functioning accounting system that is operated in accordance with generally accepted accounting principles and shall perform financial and compliance audits in accordance with the Office of Management and Budget Circular A-133 and submit the audits to the State as directed if federally funded for $500,000 or more.

C. **Confidentiality.** Each interested offeror must develop and implement procedures to ensure:

1. The confidentiality of records pertaining to any individual provided with assistance;
2. That the address or location of any assisted housing will not be made public; and
3. Compliance with the State General Conditions.

D. **Grievance Procedures.** The Successful Offeror shall establish a formal and documented process that provides to the applicant/participant served or seeking services, including Grievance Procedures. The Successful Offeror shall give the applicant/participant written notification of Grievance Procedures when assistance is terminated or denied. The written notice shall contain a clear statement of the reasons for termination or denial of assistance, the specific date when assistance will cease, the right of the applicant/participant to request a review of the decision, instructions on how to evoke this review, the right of the applicant/participant to review the records and the right to legal counsel at the sole expense of the applicant/participant at the review. Upon request, a formal review of the decision, including the questioning of witnesses and presentation of evidence, shall be conducted before a person other than the person who made the decision on review. The Successful Offeror shall render a written decision to the applicant/participant after completion of the formal review. Upon request, a formal review of the appeal decision and evidence shall be conducted by the STATE, pursuant to section 17-2029, HAR.

E. **Administrative Policies**

The interested offeror shall maintain its own written policies that, at a minimum 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. Fair Housing;
6. Americans with Disabilities Act; and
7. Lead-Based Poisoning Prevention.

F. **Homeless Management Information Systems (HMIS).** The collection of information of a person experiencing homelessness is required by the HUD. The HMIS system assists in providing current information regarding the number of homeless, as well as aids in the coordination and tracking of those assisted by the program. The interested offeror shall participate in the STATE's HMIS, domestic violence programs excepted.

The Successful Offeror providing services for victims of domestic violence is required to collect client level data in a database comparable to the HMIS. The software used for the comparable database shall not commingle the domestic violence service provider data with the actual HMIS data within the same database.

G. An organization which is primarily a religious organization shall agree to provide all eligible activities under any program in response to this RFI in a manner that is free from religious influences and in accordance with the following principals:

1. It will not discriminate against any person applying for services on the basis of religion and will not limit such housing or other services or give preference to person on the basis of religion;

2. It will exert no religious influences in the provision of supportive services; and

3. It will not discriminate against any employee of a Successful Offeror for employment on the basis of religion.

H. **Staffing and Organization.** The Successful Offeror shall maintain written policies and procedures for the required services including personnel standards, operating procedures, documentation and record keeping, data gathering and reporting, financial administration, quality assurance and monitoring.

The Successful Offeror shall submit information on the interested offeror's background, position descriptions and staff resumes, program plans and design of facilities or equipment, documentation providing control of facilities including leases or, deeds, financial standing and budget projection, health and safety policies, and grievance procedures, for the State to determine which interested offeror agencies shall receive funds for any program under this RFI.

VIII. Budget and Program Financial Requirements.

The Successful Offeror will need to complete the State Procurement Budget forms and justifications as follows:.

A. Compensation and Payment

1. Payments shall be made in monthly disbursement in advance of services. All costs incurred must be supported by verifiable evidence that payment was made including without limitations payroll records, and invoices.

2. Not more than ten percent (10%) of the grant amount for Operations may be used for costs of staff.

3. Requests for payments shall be certified by the Successful Offeror that all contractual obligations are being duly fulfilled.

4. If an amount of reported expenditures is determined by the STATE to be inappropriate, unallowable, or not made in accordance with the approved budget, the STATE may require that such amount of monies be refunded by the Successful Offeror to the STATE upon resolution of the discrepancy by audit or other means as conducted by the STATE or its designee.

5. Upon completion of the contract and reconciliation of the financial reports, the STATE may require the Successful Offeror to return any unexpended funds to the STATE.

6. An amount equal to five percent (5%) of the total contract amount shall be withheld as final payment subject to satisfactory submittal and reconciliation of all reports, and subject to section 103-53, HRS, which requires a tax clearance from the Department of Taxation and the Internal Revenue Services. The debt owed to the Department of Taxation shall be offset first.

7. Payments are subject to the availability of funds and allotment by the State's Director of Finance, in accordance with Chapter 37, HRS and/or HUD program requirements and guidelines under the ESG program.

B. **Project Leveraging**

The Successful Offeror shall leverage resources to be used in the proposed project, and demonstrate attempts by your agency to secure additional/supplemental resources during the past fiscal year and future years for this project.

C. **Reporting Requirements**

1. The Successful Offeror shall submit progress reports, including without limitations, the total amount of funds received, the amount of the ESG funds allocated for the eligible activity category, the amount expended in each category; the estimated number of unduplicated individuals and families served; and problems encountered and recommendations to remedy the problems.

2. The Successful Offeror shall submit Quarterly and Annual Performance Reports, all based on the timetable set by the HPHA and HUD.

3. The Successful Offeror shall submit information and/or required reports in a timely manner and in the appropriate forms as prescribed by the HPHA and any State, County or Federal government.

IX. Scope of Work

A. Eligible Activities

The HPHA is only allowing operational costs for emergency shelters as the sole eligible activity in the use of ESG funds. ESG is the only federal funding stream available to emergency shelters. Therefore, the HPHA has deemed that the modest funding level should be used solely on emergency shelter operational costs.

Pursuant to Title 42 United States Code 11371, the term operating costs means expenses incurred by the recipient operating a facility assisted under this subtitle with respect to a) the administration, maintenance, repair, and security of such housing; and b)utilities, fuels, furnishings, and equipment for such housing.

B. Eligible Participants and Prioritization

Participants of the ESG Program must meet one (1) of the following definitions:

1. Unsheltered homeless-families or persons who have a primary nighttime residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings, including beaches, parks, automobiles, and streets.

2. Sheltered homeless-families or individuals who lack a fixed, regular, and adequate nighttime residence and have a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations, such as an emergency or transitional shelter or church, or that is an institution that provides temporary residence for individuals intended to be institutionalized.

3. At-risk homeless-an individual or family that is being evicted within forty-five days from private dwelling units or is being discharged within forty-five days from institutions in which they have been residents for more than thirty consecutive days; and (1) no subsequent residences have been identified; and (2) they lack the resources and support networks needed to obtain access to housing.

4. Priority shall be given to eligible homeless families and persons in the following order:

    a. Unsheltered homeless, including those staying at homeless shelters;
    b. At-risk homeless, including those staying at abuse shelters.

C. **Eligible uses of ESG funds**

1. Eligible Operating Costs:
   Operating costs are those expenses incurred by a selected applicant for the administration, maintenance, repair, and security of the shelter including: payments for shelter maintenance, operations, rent, repairs, security, fuel, equipment, insurance, utilities, food, and furnishings.

   Not more than ten percent (10%) of the grant amount for Operations may be used for costs of staff.

2. Ineligible activities include without limitation:
   Recruitment or on-going training of staff; depreciation; staff training, entertainment, conferences, or retreats; public relations or fund raising; bad debts or late fees; mortgage payments; or costs associated with the organization rather than the shelter including but not limited to advertisements, pamphlets, and surveys.

3. No other eligible costs identified under the ESG program by the United State 24 Code of Federal Regulations Part 576 shall be allowed under this RFI for the ESG program administered by the HPHA.

X. Output and performance/outcome measurements. The RFI, focus will be on specific achievements of outcomes and milestones within the context of the services provided and specific measurable changes in the increasing housing stability and self sufficiency. The outcomes describe the anticipated changes in program participants that occur as a result of the services provided. The successful achievement of milestones should be verifiable and documented by direct and indirect measures, observable events or behaviors, or indicators identified by the interested offeror. The interested offeror shall complete the Work Plan to provide the projected number of persons to be served and the type of services to be provided. Please note the State reserves the right to revise the Work Plan based on the requirements of the ESG as directed by HUD. See Section 5, Attachment 3 Work Plan.

In developing outcome performance measures, interested offerors shall address the following competency areas in their proposals:

A. The number of unduplicated participants who have completed the initial social service plan.
B. The number of unduplicated participants who participated in and completed programs that promote self-sufficiency including without limitation to: education; job training; substance abuse and/or mental health treatment.
C. The number of unduplicated participant who retained employment for at least three (3) months.
D. Number of unduplicated participants who transitioned to permanent housing.

E. The number of unduplicated participants who retained permanent housing for at least six (6) months after exiting the ESG program.

XI. Monitoring and Evaluation

The criteria by which the performance of the Contract will be monitored and evaluated are:

A. The satisfactory provision of services shall be monitored by the Contract Administrator. Performance will be monitored on an ongoing basis through desk monitoring, site inspection, personal observation and/or other methods by the HPHA's Contract Administrator and his or her designated representative.

B. Should the Successful Offeror fail to comply with the requirements of the Contract, the HPHA may request a written corrective action plan for corrective actions, a timeline for implementation, and the responsible parties. The HPHA shall monitor the Successful Offerors for implementation of the corrective action plan. The HPHA reserves the right to request regular or additional report on progress towards compliance with the contract and the corrective action plan.

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

D. When a Successful Offeror is not performing the required services as contracted, the HPHA reserves the right to extend the agreement for intervals of less than 12 months. During this time, the HPHA will monitor the Successful Offeror's performance and/or revise the implementation of its corrective action plan to determine whether the HPHA will continue the Contract with the current Successful Offeror.

E. The State, the HPHA, the Comptroller of the State of Hawaii, and their authorized representatives, the Legislative committees and their staff, the Legislative Auditor, the U.S. Federal government and HUD shall have the right of access to any book, document, paper, file, or other record of the Successful Offeror (and any of its subcontractors). The right of access shall be related to the performance of services in order to conduct an audit or other examinations or to make excerpts and transcripts for the purposes of monitoring and evaluating the Successful Offeror performance of services and program, management, and fiscal practices. The right of access shall include without limitation to the required retention period but shall last as long as the records are retained. The Successful Offeror shall be required to retain all records for at least three (3) years, except if any litigation, investigation, audit or other action is under way.

(END OF SECTION)

Section 3

Proposal Application Instructions

Section 3 – Proposal Application Instructions

I. General Instructions

When an interested offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks identified in this RFI. The interested offeror's proposal must demonstrate an understanding of and the ability to meet and perform all contractual requirements listed in this RFI.

The submission of a proposal shall constitute the interested offeror's indisputable representation of compliance with every requirement of the RFI. The RFI documents are sufficient in scope and detail to indicate and convey a reasonable understanding of all terms and conditions of performance of the work to interested offeror.

An interested offeror shall submit one (1) original proposal marked "ORIGINAL" and four (4) copies of the original marked "COPY." It is imperative to note that the interested offeror submit only one (1) original and the required number of copies. The outer envelope or packaging of the proposals shall be sealed and clearly marked with the RFI number and title, the interested offeror's name, address, telephone and fax numbers.

Any and all corrections to a proposal shall be initialed in ink by the person signing the proposal for the interested offeror. Any illegible or otherwise unrecognizable corrections or initials may cause rejection of the proposal.

Before submitting a proposal, each interested offeror must:

A. Thoroughly examine the solicitation documents. Solicitation documents include this RFI, any attachments, plans referred to herein, and any other relevant documentation.

B. Be familiar with local, State, and Federal laws, ordinances, rules and regulations that may in any manner affect cost, progress, or performance of the work.

Proposals shall be submitted to the HPHA in the prescribed format outlined in this RFI. A written response is required for each item, unless indicated otherwise.

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

***TIP**: Interested offerors should submit their proposal with enough detail to ensure that the reader is able to fully understand their approach to management and maintenance. A good test is to give the proposal to someone who has not written the proposal and see if they are able to get a clear picture of how the services will be performed.*

II. Proposal Forms

A. The proposal forms must be completed and submitted to the HPHA by the required due date and time, and in the form prescribed by the HPHA. **Electronic mail and facsimile transmissions shall not be accepted. Proposals submitted on compact disk or in electronic format shall not be accepted.**

B. Interested offerors shall submit its proposal under the interested offeror's exact legal name that is registered with the Department of Commerce and Consumer Affairs and shall indicate this exact legal name. Failure to do so may delay proper execution of the Contract.

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.

D. A proposal security deposit is not required for this RFI.

E. The numerical outline for the proposal, the titles/subtitles, and the interested offeror organization and RFI identification information on the top right hand corner of each page should be included.

F. Page numbering of the proposal should be consecutive, beginning with page one (1) and continuing through the complete proposal.

G. Proposals must be bound by either a prong fasteners or submitted in a three ring binder. Do **not** use binder clips or rubber bands.

H. **Tabbing of sections is required.**

III. The Proposal comprises the following sections:

- *Title Page*
- *Table of Contents*
- *Background and Summary*
- *Experience and Capability*
- *Project Organization and Staffing*
- *Service Delivery*
- *Reporting*
- *Financial*

IV. Background and Summary

This section shall clearly and concisely summarize and highlight the contents of the proposal in such a way as to provide the HPHA with a broad understanding of the entire proposal. Include a brief description of the interested offeror's

organization, the goals and objectives related to the service activity, and how the proposed service is designed to meet the need identified in the service specifications.

V. **Experience and Capability.** HPHA is requiring that the interested offeror have at least one (1) year experience with similar projects or in the program areas for which the request is being made.

A. The interested offeror shall demonstrate that it has the necessary skills, abilities, and knowledge relating to the delivery of the proposed services. The interested offeror shall also provide a listing of verifiable experience with similar projects or contracts for the most recent three (3) years that are pertinent to the proposed services. The interested offeror shall include point of contact, addresses, e-mail/phone numbers. The STATE reserves the right to contact references to verify experience.

B. Coordination **of Service Services.** The interested offeror shall demonstrate the capability to coordinate services with other agencies and resources in the community. The interested offeror shall provide a list of other mainstream heath, social services and employment programs regarding the coordination of services for the participants of the ESG program. The STATE reserves the right to contact references to verify the coordination of services.

VI. **The Continuum of Care Process.** The interested offeror shall demonstrate its participation in the County CoC in which the program will operate. The interested offeror's participation in the county where the program shall provide services shall be verified through the respective county CoC. The STATE reserves the right to contact the respective CoC regarding the interested offeror's participation.

VII. **Personnel: Project Organization and Staffing**

A. **Proposed Staffing.** The interested offeror shall describe the proposed staffing pattern, client/staff ratio and proposed caseload capacity appropriate for the viability of the services.

1. The interested offeror shall provide the minimum qualifications, including experience and credentials for the positions assigned to the program.

2. Describe the knowledge and experience of your proposed project director and/or staff, including the day-to-day operations of the program. Attach resumes and relevant professional background/experiences of each staff position. Services must be provided by persons with training and/or expertise appropriate to the type of services offered. Staff must be capable of assessing the needs of the targeted population.

B. **Project Organization**

1. **Supervision and Training.** The interested offeror shall describe its ability to supervise, train and provide administrative direction relative to the delivery of the proposed services.

2. **Organization Chart.** The interested offeror shall reflect the position of each staff and line of responsibility/supervision. (Include position title, name and full time equivalency) Both the "Organization-wide" and "Program" organizational charts shall be attached to the Proposal Application.

VIII. Service Delivery

The interested offeror shall include a detailed discussion of the interested offeror's approach to applicable service activities to be provided by their program, including the timeline in which the services are to be rendered. The interested offeror shall clearly and concisely describe its ability to meet the service requirements from Section 2. IV. The interested offeror shall complete the attached work plan for all eligible service activities to be included in your program. For service activities listed on the Work Plan and not conducted in conjunction with the interested offerors' program, must be indicated with a "**Not Applicable**" **(N/A)**. See Section 5, Attachment 3 Work Plan.

Describe how participants shall be determined eligible for the activities provided under the category of financial assistance. Provide the method utilized to document eligibility of the participant.

A. Describe how participants shall be determined eligible for services under the ESG Program. Provide the method utilized to document eligibility of the participant.

B. Describe the standards, and/or guides used to determine the reasonableness of the assistance provided to the participant.

C. Describe the method by which the Individual Housing Plans are developed, monitored and how follow up is to be determined and provided.

D. Clearly describe outcome measures, and benchmarks relative to the proposed scope of services. The program objectives and outcome indicators should be appropriate and achievable with regard to the target client group, the stated problem and proposed service activities.

IX. Financial

A. Pricing Structure

1. Interested offeror shall submit a cost proposal utilizing the pricing structure designated by the state purchasing agency. The cost proposal shall be attached to the Proposal Application. All fees shall be included in the proposal price, including but not limited to, personnel, subcontractors, travel expenses, equipment, and supplies according to the allowable expenditures.

2. Cost Payments reflects a purchase arrangement in which the State pays the interested offeror for budget costs that are projected to be incurred in delivering the services specified in the Contract. Payments shall be paid only up to the maximum obligation as agreed upon contractually.

3. Interested offeror shall complete the budget forms as listed below. All budget forms, instructions and samples are located on the SPO website (http://www.spo.hawaii.gov). The following budget form(s) shall be submitted with the Proposal Application (as applicable):
   a. SPO-H-205 Budget.
   b. SPO-H-206A Budget Justification – Personnel: Salaries & Wages.
   c. SPO-H-206B Budget Justification – Personnel: Payroll Taxes, Assessment & Fringe Benefits.
   d. SPO-H-206H Budget Justification – Program Activities.

B. Project Leveraging

1. Describe how leveraged resources will be used in the proposed project and attempts by your agency to secure additional/supplemental resources during the past fiscal year.

2. Describe any plans for future efforts to obtain additional resources to be used in the proposed project.

C. Other Financial Related Materials

In order to determine the adequacy of the interested offeror's accounting system as described under the administrative rules, the following documents are requested as part of the Proposal Application.

1. Latest single audit report.
2. Latest audit which meets the requirement of the Office of Management and Budget Circular A-133 (for previously awarded federal funds).
3. Any response to the audit finding for the latest single audit.

X. Other

A. Litigation

The interested offeror shall disclose any pending litigation to which they are a party, including the disclosure of any outstanding judgment. If applicable, please explain.

B. Federal Requirements

Certifications: Shall be submitted after award is determined prior to contract.

1. SF-LLL, Executed Disclosure of Lobbying Activities.
2. Interested offeror Code of Conduct. HUD must have the Code of Conduct for every agency submitting a proposal. By way of HUD Guidance, Code of conduct must meet the following minimum requirements:

    a. Must prohibit the solicitation and acceptance of gifts or gratuities by officers, employees, and agent of the organization for their personal benefit in excess of minimal value;
    b. Outline administrative and disciplinary actions available to remedy violations of such standards;
    c. Describe the method to be used to ensure that all officers, employees and agents of the organization are aware of the Code of Conduct; and
    d. Must be written on company letterhead that provides a mailing address, authorized official name, and telephone number.

(END OF SECTION)

Section 4

Evaluation & Award

Section 4: Evaluation Criteria

I. Proposal Evaluation

An evaluation committee approved by the Executive Director or designee will evaluate all responsive and responsible proposals. The evaluation of such proposals will be based solely on the evaluation criteria set out in this RFI. The evaluation committee's primary responsibility shall be to review the technical aspects of the proposals submitted. The price proposal review will be conducted by the evaluation committee chairperson. The review criteria will be as follows:

Evaluation Categories

Mandatory Requirements

Proposal Application	Total Possible Points
Background and Summary Proposals will be reviewed for overall compliance with RFI requirements. • Up to 3 points will be awarded based on the interested offeror's ability to clearly and concisely summarize how the proposed service is designed to meet the need identified in the service specifications	3 points maximum
Experience and Capability Proposals will be reviewed for overall compliance with RFI requirements. Interested offerors must demonstrate at least one (1) years of experience providing supportive housing and services. • Up to 7 points will be awarded based on the extent to which the offeror clearly demonstrates their experience and knowledge, quality assurance plan, and ability to coordinate services with other agencies to provide the proposed services. • Up to 4 points will be awarded based on the extent to which the offeror clearly demonstrates having successfully performed the proposed services.	7 points maximum
Participation in the Continuum of Care Process The interested offerors attendance to their respective county's CoC Meeting. ☐ 100% attendance respective CoC meetings (15 Points) ☐ 75% to 99% attendance to respective CoC meetings. (10 Points) ☐ 74% or less attendance to the respective CoC meetings. (Minus up to 15 Points)	15 points maximum
Subcommittee and CoC Activities and Planning Participation Active participation shall be defined as participating and contributing to a committee of the respective CoC. Activities include without limitation activities conducted or supported by the	

CoC, including without limitation Homeless Awareness Week and Point In Time Count. ☐ Interested offeror chairs and/or coordinates a subcommittee and actively participated in their respective county CoC (15 Points) ☐ Interested offeror actively and regularly participates in a Subcommittee(s) and/or CoC activity. (10 Points) ☐ Interested offeror has limited to no participation in subcommittees and/or CoC activity. (Minus up to 15 Points)	15 point maximum
<u>Personnel: Projected Organization and Staffing</u> • Up to 4 points will be awarded based on the offeror's Proposed staffing pattern and minimum qualifications pattern related to the deliver of the proposed services.	4 points maximum
• Up to 4 points will be awarded based on the offeror's organizational chart, ability to supervise, train, and provide administrative direction to the delivery of the proposed services.	4 points maximum
<u>Scope of Services:</u> Proposals will be reviewed for overall compliance with RFI requirements. • Up to 40 points will be awarded on the offeror's ability to demonstrate a thorough understanding of the purpose, scope of the service activity and the delivery of services to proposal addressing the services listed in the RFI.	40 points maximum
• Up to 5 points will be awarded to the interested offeror ability to demonstrate effective and feasible outputs/outcomes as well as the number of unduplicated persons and families to be served, which can be achieved with the proposed cost structure, staff and resources.	5 points maximum
<u>Reporting Plan and Capability</u> Proposals will be reviewed for overall compliance with RFI requirements. • Up to 4 points will be awarded to the interested offeror for providing in sufficient detail how the outputs/outcomes and financial reports will be tracked and documented provided on a timely schedule.	4 points maximum
<u>Price Proposal</u> Proposals will be reviewed for overall compliance with RFI requirements. • Up to 3 points will be awarded to the proposal with costs reasonable and comparable to positions within the community. • Does the budget support the scope of service of this RFI.	3 points maximum
Total Possible Points	**100 Points**

Proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable. Discussion may be conducted with priority listed Successful Offerors who submit proposals determined to be acceptable or potentially acceptable of being selected for award, but proposals may be accepted without discussions. The objective of these discussions is to clarify issues regarding the Successful Offeror's proposal before the best and final offer, if necessary.

II. Mandatory Requirements

The HPHA will conduct an initial review to ensure that all proposals meet the minimum threshold requirements. Proposals will be reviewed to ensure submittal of all required attachments, certifications, forms, and narrative sections.

Statements which indicate that mandatory certifications will be submitted upon Contract award shall be unacceptable.

III. Technical Review

The Successful Offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas identified that affects the evaluation factors for award.

A. The technical proposal will be evaluated to determine, if the Successful Offeror possesses the capability to successfully perform the requirements of the solicitation. The technical criteria are shown below:

1. Experience and Capability.
2. Personnel and Staffing.

B. Proposals will be evaluated for technical and contractual acceptability. Proposals shall be prepared in accordance with the instructions given in the RFI and shall meet all requirements set forth in this RFI.

C. All proposals will be reviewed for reasonableness. Those offers that are not within the competitive range will be notified that their proposals are unacceptable, negotiations/discussions with them are not contemplated, and any revisions of their proposals will not be considered.

D. Award will be made to the responsive and responsible offeror whose proposal, conforming to the solicitation, will be most advantageous to the HPHA, considering price and other factors indicated below.

E. The HPHA reserves the right to award a Contract on the basis of the initial offers received without discussion. Offers are solicited on an "all or none" basis. Failure to submit offers for all services listed shall be cause for rejection. Proposals should be submitted initially on the most favorable

terms of a price and technical standpoint, which the interested offeror can submit to the HPHA.

F. All proposals submitted will be evaluated on the basis of the evaluation criteria listed herein. Proposals shall conform to all terms and conditions contained in the Request for Information. Proposals which do not conform to all requirements expressed in this solicitation may be rejected without further evaluation, deliberation or discussion.

(END OF SECTION)

Section 5

Attachments

Section 5: Attachments

This Section includes the following Attachments:

Attachment	Description
Attachment 1	RFI Application Title Page
Attachment 2	Application Checklist
Attachment 3	ESG Work Plan Forms
Attachment 4	24 CFR Part 576 Emergency Shelter Grants
Attachment 5	Sample Contract (includes General Conditions AG Form 103F (10/08)

DEPARTMENT OF HUMAN SERVICES

HAWAII PUBLIC HOUSING AUTHORITY

RFI PROPOSAL TITLE PAGE

RESPONSE TO RFI#: HPB-2010-___ RFI TITLE: ESG

Please Print or Type All Required Information Below

1. INTERESTED OFFEROR INFORMATION: LEGAL NAME: DBA: STREET ADDRESS: MAILING ADDRESS:	**2. CONTACT PERSON FOR MATTERS INVOLVING THIS APPLICATION:** NAME _____ Title _____ Phone #_____ Fax # _____ e-mail _____
3. TYPE OF BUSINESS ENTITY: ☐ NON PROFIT CORPORATION ☐ FOR PROFIT CORPORATION ☐ LIMITED LIABILITY COMPANY ☐ SOLE PROPRIETORSHIP ☐ PARTNERSHIP	**4. FEDERAL TAX ID #:** _____ **5. STATE TAX ID #:** _____ **6. SSN (IF AN INDIVIDUAL):** _____
7. NAME OF INTERESTED OFFEROR'S PROGRAM:	**8. GEOGRAPHIC AREA(S) INTERESTED OFFEROR IS ABLE TO SERVE:**
9. FUNDING REQUEST: TOTAL:	**10.** **☐ Yes, I am registered with the Hawaii Compliance Express** **☐ No, I am not registered with the Hawaii Compliance Express and will submit the tax clearance, DCCA and DLIR certificates prior to execution of a contract.**

TYPE NAME & TITLE OF AUTHORIZED REPRESENTATIVE:

AUTHORIZED SIGNATURE	NAME & TITLE	DATE SIGNED

RFI PROPOSAL CHECKLIST

Interested offeror: _____

This checklist must be signed, dated and returned to the local drop-off designated site as part of the application. SPO-H forms are on the SPO website http://hawaii.gov/spo

Item	Format	Required of the Interested Offeror	Completed/ Submitted by Interested Offeror
General:			
RFI Application Title Page	Attachment A	X	
Application Checklist	Attachment B	X	
SPO-H-205 Budget Form	SPO Website *	X	
SPO-H-206H Justification-Program Activities	SPO Website *	X	
SPO-H-206A Justification-Personnel-salaries & wages	SPO Website *	X	
SPO-H-206B Justification-Personnel: Payroll taxes, assessments, and fringe	SPO Website *	X	
Program Specific Requirements:			
Work Plan Forms	Attachment C	X	

_____
Authorized Signature

_____
Name and Title

ESG Work Plan Forms

Emergency Shelter Grant (ESG) Program
Work Plan Forms

Name of Provider:
dba:
Address:

Name of Program:
Location:

Type of Shelter: Emergency Shelter
Type of Service:

Amount of Agreement:
Time of Performance:

Directions:
Complete a separate work plan for each shelter type.

SECTION 1: TYPE OF PARTICIPANT
Type of Homeless: Complete the chart below by projecting the number of each type of participant to be served at each homeless facility.

Shelter Name: Type of Shelter: Emergency Shelter

TYPE OF PARTICIPANT	FY 2010 PROPOSED
(1) Total Number **Unduplicated** Homeless Persons	
(2) Number of **Unduplicated** Adults Served	
(3) Number of **Unduplicated** Children Served	
SUB-POPULATION	
(4) Chronically Homeless	
(5) Severe Mentally Ill	
(6) Chronic Substance Abuse	
(7) Other Disability	
(8) Veteran	
(9) Persons with HIV/AIDS	
(10) Victims of Domestic Violence	
(11) Elderly	

Note:

1. "Total Number Unduplicated Homeless Persons" means all unduplicated persons served or to be served by the homeless facility for the defined time period. This number should equal the number of single persons plus the number of individuals in families.

2. "Sub-population" more than one (1) category may apply for each client, for example a client may be a domestic violence victim and HIV positive, and therefore they can be counted in both sections.

SECTION 2: PROJECT PLAN

This section describes the applicant's proposed project plan the objectives, and services to be provided. When applying for more than one (1) emergency homeless facility, complete the Section 2. Project Plan, for each facility. Attach additional sheets as necessary.

A. Objectives:

1. Input Objectives: Levels of Services Provided by Age and Gender

Complete the following chart by specifying the levels of services.

ANNUAL NUMBER OF INDIVIDUAL HOUSEHOLDS (SINGLES)	FEMALE	MALE	FY 2010 TOTAL PROPOSED
1. Unaccompanied Participant 18 years old and over.			
2. Unaccompanied under 18 years of age.			
ANNUAL NUMBER OF FAMILY HOUSEHOLDS WITH CHILDREN HEADED BY			
3. Single18 years old and over			
4. Single under 18 years old			
5. Two (2) Parents 18 years old and over.			
6. Two (2) Parents under 18 years old			
ANNUAL NUMBER OF FAMILY HOUSEHOLDS WITH NO CHILDREN			
		Total	_____

Note:

ANNUAL NUMBER OF INDIVIDUAL HOUSEHOLDS (SINGLES)

1. Enter the annual unduplicated number of persons served by your residential shelter who are unaccompanied male and female adults 18 years old and over
2. Enter the annual unduplicated number of persons served by your residential shelter who are unaccompanied males and females under 18 years old

ANNUAL NUMBER OF FAMILILY HOUSEHOLDS WITH CHILDREN HEADED BY:

Enter the annual unduplicated number of persons served by your residential shelter who have families with children and are:

1. **SINGLE 18 AND OVER MALE or FEMALE**
   Single-parent families with children headed by a male or female adult over 18.
2. **SINGLE UNDER 18 MALE or FEMALE**
   Single-parent families with children headed by a male or female youth under 18.
3. **TWO PARENTS 18 AND OVER**
   Two-parent families with children headed by adults over 18.
4. **TWO PARENTS UNDER 18**
   Two-parent families with children headed by youths under 18.

ANNUAL NUMBER OF FAMILY HOUSEHOLDS WITH CHILDREN HEADED BY:

Enter the annual unduplicated number of persons served by your residential shelter who are households with couples and others who are without any children.

2. " Outcome Objectives
Complete the following chart by specifying the levels of outcome objectives that shall be achieved.

OUTCOME: Emergency Shelter	**FY 2010**
Number of **unduplicated** participants who exit to permanent housing.	

Note:
Count shall be taken from exit data, which may state that participant is leaving shelter to live with family/friend's, transitional shelter, drug treatment program or permanent housing.

SECTION 3: FACILITIES DESCRIPTION
Complete one Section 3, Facilities Description, per homeless facility.

A. **Shelter Type:** Emergency Shelter
Complete the following table.

RESIDENTIAL HOUSING TYPE	**FY 2010 Number of persons housed**
1. Barracks/Clustered Units	
2. Group/Large Home	
3. Scattered Site Apartment	
4. Single Family Detached Home	
5. Single Room Occupancy	
6. Mobile Home/Trailer	
7. Hotel/Motel	
8. Other:	

Note:
"Type of residential housing" means dorm room, large house, one (1) bedroom, two (2) bedroom, common sleeping room, etc.

B. **Minimum Services:**
Complete the following for each homeless facility.

1. Does this facility meet or exceed the minimum level of adequate meals or cooking facilities required?
☐ YES ☐ NO

2. Does this facility have a clothing bank on-site or access to an off-site clothing bank?
☐ YES ☐ NO Location of clothing bank:

3. Does this facility have laundry facilities on-site available for the project participants' use?
☐ YES ☐ NO Location of laundry facility:

4. This facility has ☐ 24-hour ☐ 12-hour access to living units.

5. Does this facility provide on-site phone access for participants in the event of an emergency?
☐ YES ☐ NO Location of on-site phone:

6. Does this facility have a mailing address available for participants?

☐ YES ☐ NO

7. Does this facility have locked storage space for participants?
☐ YES ☐ NO Location of locked storage space:

8. Does this facility meet or exceed the minimum level of sanitation needs?
☐ YES ☐ NO

9. Does this facility require health clearances, first aid, CPR and other emergency training for staff and/or volunteers?
☐ YES ☐ NO

C. **Plans to Upgrade:**
Describe any plans to upgrade facilities, equipment, or health and safety precautions at the homeless facility.

D. **Inspection and Housing Quality Standards (for Scattered Site agencies only):**

If you have existing sites, do all of them meet or exceed applicable building, housing and zoning codes, including occupancy standards?
☒ YES ☐ NO

Except for such variation as are proposed by the applicant and approved by HPHA, housing must meet the following requirements:

1. Structure and materials. The structures must be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the residents from the elements.
2. Access. The housing must be accessible and capable of being utilized without unauthorized use of other private properties. Structures must provide alternate means of egress in case of fire.
3. Space and security. Each resident must be afforded adequate space and security for themselves and their belongings. Each resident must be provided an acceptable place to sleep.
4. Interior Air Quality. Every room or space must be provided with natural or mechanical ventilation. Structures must be free of pollutants in the air at levels that threaten the health of residents.
5. Water supply. The water supply must be free from contamination.
6. Sanitary facilities. Residents must have access to sufficient sanitary facilities that are in proper operating condition, may be used in privacy, and are adequate for personal cleanliness and the disposal of human waste.
7. Thermal environment. The housing must have adequate heating and/or cooling facilities in proper operating condition.
8. Illumination and electricity. The housing must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of residents. Sufficient electrical sources must be provided to permit use of essential electrical appliances while assuring safety from fire.
9. Food preparation and refuse disposal. All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a sanitary manner.
10. Sanitary condition. The housing and any equipment must be maintained in sanitary condition.
11. Fire safety. (1) Each unit must include at least one (1) battery-operated or hard-wired smoke detector in proper working condition on each occupied level of the unit. Smoke detectors must be located, in a hallway adjacent to a bedroom. If hearing-impaired persons occupy the unit, smoke detectors must have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person.
(2) The public areas of all housing must be equipped with battery-operated or hard-wired smoke detectors in sufficient number, but not less than one (1) each area. Public areas include, but are not limited to, laundry rooms, community rooms, day care centers, hallways, stairwells, and other common areas.

STATE OF HAWAII

SCOPE OF SERVICES

Required Services

Name of Provider:
Address:

Name of Program:
Location:

Type of Shelter: Emergency Shelter
Type of Services: Providing Emergency Shelter and services for those who are homeless, and or victims of domestic violence.

Amount of Agreement:
Time of Performance:

1. The following documents, and any amendments or addenda thereto, comprise the Agreement between the parties and are fully a part of this Agreement governing the work to be performed by the PROVIDER for the Emergency Shelter Grant Program: (1) PROVIDER's accepted proposal dated January 22, 2009; (2) Request for Information no. RFI-HPB-2008-32. 3) State General Conditions AG Form 103F (10/08); (4) PROVIDER's final Budget, which is attached hereto as Exhibit "B-1", and incorporated herein by reference; (5) Work Plan Form, which is attached hereto as Exhibit "A-1" and incorporated herein by reference and (6) this Agreement. These documents are collectively referred as the "Agreement Documents".

2. The PROVIDER shall furnish in strict accordance all services required under this Emergency Shelter Grant (ESG) Program located on the County of Maui as set forth in the Sub-Recipient Agreement Documents. If there is a conflict between the PROVIDER'S accepted proposal and this Sub-Recipient Agreement, the Sub-Recipient Agreement shall prevail.

3. Continuum of Care. The SUB-RECIPIENT shall actively participate in the Continuum of Care (CoC), a homeless community-based planning group, by attending the regularly scheduled County meetings and serving on one or more committees of the CoC in order to maintain eligibility for continued funding under the STATE.

4. Under this Sub-Recipient Agreement, the SUB-RECIPIENT shall perform and provide shelter operational services in accordance with 42 United States Code 11371 (42 U.S.C.11371) and 24 Code of Federal Regulation Part 576 (24 C.F.R. Part 576). Emergency Shelter operational services are the sole eligible activity for the emergency shelter in the use of the ESG funds.

5. Program Requirements.
   a. The SUB-RECIPIENT shall ensure participant confidentiality through written policies and procedures including, but not limited to, the handling of participant files and other confidential information.

STATE OF HAWAII

SCOPE OF SERVICES

Required Services

b. The SUB-RECIPIENT shall have a formal and documented Grievance Procedure that provides due process to the applicant/participant. The SUB-RECIPIENT shall: give the applicant/participant written notification of Grievance Procedures when assistance is terminated or denied. The written notice shall contain a clear statement of the reasons for termination or denial of assistance, the specific date when assistance will cease, the right of the applicant/participant to request a review of the decision, instructions on how to evoke this review, the right to review the records and the right to legal counsel at the sole expense of the applicant/participant at the review. Upon request, a formal review of the decision, including the questioning of witnesses and presentation of evidence, shall be conducted before a person other than the person who made the decision on review. The SUB-RECIPIENT shall render a timely decision in writing to the applicant/participant after completion of the formal review. Upon request, a formal review of the appeal decision and evidence shall be conducted by the Hawaii Public Housing Authority (HPHA).

6. Staffing. The SUB-RECIPIENT shall ensure that: (i) all staff meet the minimum qualifications as indicated in the SUB-RECIPIENT's proposal for each of the respective positions; and, (ii) all staff personnel are fully qualified to perform the required services.

   a. The SUB-RECIPIENT shall ensure that all replacement staff is provided with an extensive orientation, regarding the SUB-RECIPIENT's written policies and procedures and program goals.

   b. The SUB-RECIPIENT shall establish a plan to address staff vacancies to ensure the delivery of services under this Sub-Recipient Agreement and to minimize any disruption of services.

7. Program Performance: The SUB-RECIPIENT agrees to work with the STATE on an on-going basis to identify: (a) targets for successful program performance; (b) timetable for program performance and milestones; (c) strategies and data systems to measure progress towards performance targets; and (d) areas of non-compliance and strategies to cure non-compliance. The SUB-RECIPIENT's staff shall work with participants to assess their individual needs and coordinate a social services plan with them. The SUB-RECIPIENT shall also provide the following services:

   a. Adequate meals. The SUB-RECIPIENT shall provide at least one (1) meal per day or cooking facilities or appliances (refrigerator, stove or microwave, sink) with access to food supplies.

   b. Adequate clothing. The SUB-RECIPIENT shall provide its participants with regular access to a clothing bank to address clothing needs.

STATE OF HAWAII

SCOPE OF SERVICES

Required Services

c. Adequate shelter. The _____ Shelter shall have 24 hour access to a secured and enclosed building, bed, mailing address and locked storage space for participants' use.

d. Adequate sanitation needs. The SUB-RECIPIENT shall ensure that its participants have access to sufficient sanitary facilities that are in proper operating condition. Such facilities must be adequate for personal cleanliness and the disposal of human waste.

e. Adequate security. The SUB-RECIPIENT shall submit a security plan to the STATE describing 24-hour security of the emergency shelter facilities to ensure the health and safety of participants.

f. Adequate case management.
   i. Intake: The SUB-RECIPIENT shall complete an informational intake for all participants. The Intake must minimally include information on a participant's and family members' name, age, gender, social security number, ethnicity, marital status, dependent children, employment status, income and financial status, citizenship or alien status, education level, health and medical history, homeless status, cause of homelessness, veteran status, and length of residency in the State of Hawaii.
   ii. Assessment: The SUB-RECIPIENT shall complete an assessment for all participants. The assessment shall identify the needs and barriers to attain and retain permanent housing.
   iii. Development and implementation of a social services plan: The SUB-RECIPIENT shall work with each participant to establish a plan for the goals, strategies and a timeline to address the participant's needs and barriers to permanent housing. The SUB-RECIPIENT shall further incorporate this plan into a written social services agreement with the participant. A social services plan shall be developed within two (2) weeks of entry and at least two (2) contacts per month for counseling shall be provided. Reasons for not timely satisfying this requirement shall be documented.
   iv. Monitoring and follow-up: The SUB-RECIPIENT shall track and document the post shelter progress of participants. The SUB-RECIPIENT shall follow up with participants out of the shelter for up to six (6) months to assess stability.

g. Adequate provision or referral for provision of medical and social services care. The SUB-RECIPIENT shall anticipate the medical and social services care needs of participants. It shall have procedures in place to address those needs and make necessary referrals to appropriate medical or social services.

h. Adequate provision for emergencies. The SUB-RECIPIENT shall maintain procedures that address individual emergencies including, but not limited to fire, violence and fighting at the Emergency Shelter. The SUB-RECIPIENT shall inform and provide the participant with the written policies and procedures regarding emergency procedures.

STATE OF HAWAII

SCOPE OF SERVICES

Required Services

i. Adequate child care. The SUB-RECIPIENT shall establish options to address the child care needs of participants. Available child care options will enable the participant to pursue education, job training, and employment opportunities.

8. Documentation of Eligibility Verification. Pursuant to 42 U.S.C. 11302, the term "homeless or "homeless individual or homeless person":

   a. an individual who lacked a fixed, regular, and adequate nighttime residence; and
   b. an individual who has a primary nighttime residence that is:

      i. a supervised publicly or privately operated shelter designate to provide temporary living accommodation, including welfare hotels, congregate shelters, and transitional housing for the mentally ill; or
      ii. an institution that provides a temporary residence for individual intended to be institutionalized; or
      iii. a public or private place not designated for, or ordinarily used as, regular sleeping accommodation for human beings.

   The SUB-RECIPIENT is required to keep on file documentation that verifies the eligibility for each participant, as well as accurate records of participants served. The following is a list of acceptable forms of verification. The list is not all inclusive:

   a. For unsheltered homeless: Verification from an outreach agency under contract for outreach services under the State of Hawaii, Department of Human Services' case worker, or other source deemed appropriate by the State. Documentation verifying homeless state must be provided.

   b. For sheltered homeless: Verification from the shelter staff at which the participant is residing or other source deemed appropriate by the State.

9. Housing Quality Standards. For scattered sites shelters, the SUB-RECIPIENT shall establish written housing quality standards that are adequate for scattered site projects. The SUB-RECIPIENT shall further conduct inspections of each site and comply with all State and local zoning, housing and building codes.

10. House Rules. All homeless facilities are required to maintain written house rules that are provided to participants upon entry into the facility.

11. Shelter Operations. The SUB-RECIPIENT shall also be responsible for all tasks and duties necessary to prepare the shelter for operation, including, but not limited to, setting up an administrative office, residential living space, and common areas

12. Program Outcomes. The SUB-RECIPIENT shall track and report on the output and outcomes as proposed in the categories below:

STATE OF HAWAII

SCOPE OF SERVICES

Required Services

a. Number of unduplicated participants who have completed the initial social service plan.
b. Number of unduplicated participants who participated in and completed programs that promote self-sufficiency including, but not limited to: education; job training; substance abuse and/or mental health treatment.
c. Number of unduplicated participants who retained employment for at least three (3) months.
d. Number of unduplicated participants who transitioned to permanent housing.
e. Number of unduplicated participants who retained permanent housing for at least six (6) months after exiting the ESG program.

Attachment -1A

Emergency Shelter Grant (ESG) Program
Work Plan Forms

Name of Provider:
Address:

Name of Program:
Location:

Type of Shelter: Emergency Shelter
Type of Service: Providing Emergency Shelter and services for those who are homeless, and/or victims of domestic violence.

Amount of Agreement:

Time of Performance:

Directions:
Complete a separate work plan for each shelter type.

SECTION 1: TYPE OF PARTICIPANT
Type of Homeless: Complete the chart below by projecting the number of each type of participant to be served at each homeless facility.

Shelter Name: Type of Shelter: Emergency Shelter

TYPE OF PARTICIPANT	FY 2009 PROPOSED
(1) Total Number **Unduplicated** Homeless Persons	
(2) Number of **Unduplicated** Adults Served	
(3) Number of **Unduplicated** Children Served	
SUB-POPULATION	
(4) Chronically Homeless	
(5) Severe Mentally Ill	
(6) Chronic Substance Abuse	
(7) Other Disability	
(8) Veteran	
(9) Persons with HIV/AIDS	
(10) Victims of Domestic Violence	
(11) Elderly	

Note:

1. "Total Number Unduplicated Homeless Persons" means all unduplicated persons served or to be served by the homeless facility for the defined time period. This number should equal the number of single persons plus the number of individuals in families.

2. "Sub-population" more than one (1) category may apply for each client, for example a client may be a domestic violence victim and HIV positive, and therefore they can be counted in both sections.

SECTION 2: PROJECT PLAN

This section describes the applicant's proposed project plan the objectives, and services to be provided. When applying for more than one (1) emergency homeless facility, complete the Section 2. Project Plan, for each facility. Attach additional sheets as necessary.

A. Objectives:

1. Input Objectives: Levels of Services Provided by Age and Gender
   Complete the following chart by specifying the levels of services.

ANNUAL NUMBER OF INDIVIDUAL HOUSEHOLDS (SINGLES)	FEMALE	MALE	FY 2010 TOTAL PROPOSED
1. Unaccompanied Participant 18 years old and over.			
2. Unaccompanied under 18 years of age.			
ANNUAL NUMBER OF FAMILY HOUSEHOLDS WITH CHILDREN HEADED BY			
3. Single18 years old and over			
4. Single under 18 years old			
5. Two (2) Parents 18 years old and over.			
6. Two (2) Parents under 18 years old			
ANNUAL NUMBER OF FAMILY HOUSEHOLDS WITH NO CHILDREN			
Total			

Note:

ANNUAL NUMBER OF INDIVIDUAL HOUSEHOLDS (SINGLES)

1. Enter the annual unduplicated number of persons served by your residential shelter who are unaccompanied male and female adults 18 years old and over
2. Enter the annual unduplicated number of persons served by your residential shelter who are unaccompanied males and females under 18 years old

ANNUAL NUMBER OF FAMILILY HOUSEHOLDS WITH CHILDREN HEADED BY:

Enter the annual unduplicated number of persons served by your residential shelter who have families with children and are:

1. **SINGLE 18 AND OVER MALE or FEMALE**
   Single-parent families with children headed by a male or female adult over 18.
2. **SINGLE UNDER 18 MALE or FEMALE**
   Single-parent families with children headed by a male or female youth under 18.

3. **TWO PARENTS 18 AND OVER**
   Two-parent families with children headed by adults over 18.
4. **TWO PARENTS UNDER 18**
   Two-parent families with children headed by youths under 18.

ANNUAL NUMBER OF FAMILY HOUSEHOLDS WITH CHILDREN HEADED BY:
Enter the annual unduplicated number of persons served by your residential shelter who are households with couples and others who are without any children.

2. " Outcome Objectives
   Complete the following chart by specifying the levels of outcome objectives that shall be achieved.

OUTCOME: Emergency Shelter	**FY 2010**
Number of **unduplicated** participants who exit to permanent housing.	

Note:
Count shall be taken from exit data, which may state that participant is leaving shelter to live with family/friend's, transitional shelter, drug treatment program or permanent housing.

SECTION 3: FACILITIES DESCRIPTION

Complete one Section 3, Facilities Description, per homeless facility.

A. **Shelter Type:** Emergency Shelter
Complete the following table.

RESIDENTIAL HOUSING TYPE	FY 2010 Number of persons housed
1. Barracks/Clustered Units	
2. Group/Large Home	
3. Scattered Site Apartment	
4. Single Family Detached Home	
5. Single Room Occupancy	
6. Mobile Home/Trailer	
7. Hotel/Motel	
8. Other: One large open space	

Note:
"Type of residential housing" means dorm room, large house, one (1) bedroom, two (2) bedroom, common sleeping room, etc.

B. **Minimum Services:**
Complete the following for each homeless facility.

1. Does this facility meet or exceed the minimum level of adequate meals or cooking facilities required?
   ☒ YES ☐ NO

2. Does this facility have a clothing bank on-site or access to an off-site clothing bank?
   ☒ YES ☐ NO Location of clothing bank:

3. Does this facility have laundry facilities on-site available for the project participants' use?
   ☒ YES ☐ NO Location of laundry facility:

4. This facility has ☐ 24-hour ☒ 12-hour access to living units.

5. Does this facility provide on-site phone access for participants in the event of an emergency?
   ☒ YES ☐ NO Location of on-site phone:

6. Does this facility have a mailing address available for participants?
   ☒ YES ☐ NO

7. Does this facility have locked storage space for participants?
   ☒ YES ☐ NO Location of locked storage space:

8. Does this facility meet or exceed the minimum level of sanitation needs?
   ☒ YES ☐ NO

9. Does this facility require health clearances, first aid, CPR and other emergency training for staff and/or volunteers?
   ☒ YES ☐ NO

C. **Plans to Upgrade:**
Describe any plans to upgrade facilities, equipment, or health and safety precautions at the homeless facility.

D. **Inspection and Housing Quality Standards (for Scattered Site agencies only):**

If you have existing sites, do all of them meet or exceed applicable building, housing and zoning codes, including occupancy standards?
☐ YES ☐ NO

Except for such variation as are proposed by the applicant and approved by HPHA, housing must meet the following requirements:

1. Structure and materials. The structures must be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the residents from the elements.
2. Access. The housing must be accessible and capable of being utilized without unauthorized use of other private properties. Structures must provide alternate means of egress in case of fire.

3. Space and security. Each resident must be afforded adequate space and security for themselves and their belongings. Each resident must be provided an acceptable place to sleep.
4. Interior Air Quality. Every room or space must be provided with natural or mechanical ventilation. Structures must be free of pollutants in the air at levels that threaten the health of residents.
5. Water supply. The water supply must be free from contamination.
6. Sanitary facilities. Residents must have access to sufficient sanitary facilities that are in proper operating condition, may be used in privacy, and are adequate for personal cleanliness and the disposal of human waste.
7. Thermal environment. The housing must have adequate heating and/or cooling facilities in proper operating condition.
8. Illumination and electricity. The housing must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of residents. Sufficient electrical sources must be provided to permit use of essential electrical appliances while assuring safety from fire.
9. Food preparation and refuse disposal. All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a sanitary manner.
10. Sanitary condition. The housing and any equipment must be maintained in sanitary condition.
11. Fire safety. (1) Each unit must include at least one (1) battery-operated or hard-wired smoke detector in proper working condition on each occupied level of the unit. Smoke detectors must be located, in a hallway adjacent to a bedroom. If hearing-impaired persons occupy the unit, smoke detectors must have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person.
    (2) The public areas of all housing must be equipped with battery-operated or hard-wired smoke detectors in sufficient number, but not less than one (1) each area. Public areas include, but are not limited to, laundry rooms, community rooms, day care centers, hallways, stairwells, and other common areas.

Attachment – 2

STATE OF HAWAII

TIME OF PERFORMANCE

Name of Provider:

Location:

Name of Program:
Location:

Type of Shelter: Emergency Shelter
Type of Service: Providing Emergency Shelter and services for those who are homeless, and/or victims of domestic violence.

Amount of Agreement:
Time of Performance:

1. Subject to the appropriation, allocation, and the receipt of Federal funds under the Emergency Shelter Grant Program, the term of this Sub-Recipient Agreement for the Emergency Shelter Grant Program, shall be for a one (1) year period, beginning on _____, 2010 and ending on _____, 2011.

2. No services shall be performed on the Sub-Recipient Agreement prior to _____, 2010.

3. The option to extend the Sub-Recipient Agreement shall be at the sole discretion of the STATE. The Sub-Recipient Agreement may be extended without the necessity of procuring at the same rates as stated in this Sub-Recipient Agreement, unless price adjustment are made and approved as provided herein:

   Length of each extension: Up to 12 months
   Maximum length of Agreement: 24 months

4. The Initial period shall commence on the Sub-Recipient Agreement start date. The following conditions must be met for an extension:

   a. The SUB-RECIPIENT experienced cost saving and has unexpended fund available that can be used to provide additional service; or
   b. The STATE determines there is an ongoing need for the service and has funds to pay for the extension for contracted services, not to exceed twelve (12) months. Sub-Recipient Agreement extensions shall be awarded at the same or comparable rates as the Primary Sub-Recipient Agreement; and
   c. A Supplemental Sub-Recipient Agreement must be executed prior to expiration of the Primary Sub-Recipient Agreement; and

STATE OF HAWAII

TIME OF PERFORMANCE

d. The SUB-RECIPIENT must obtain the STATE's approval in writing and a notice to proceed with the extension; and
e. The STATE had determined that the SUB-RECIPIENT had satisfactorily provided services over the current Sub-Recipient Agreement term.

STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

Name of Provider:

Location:

Name of Program:
Location:

Type of Shelter:
Emergency Shelter
Type of Service: Providing Emergency Shelter and services for those who are homeless, and/or victims of domestic violence.

Amount of Agreement:
Time of Performance:

1. Subject to the receipt of Federal funds under the United States Department of Housing and Urban Development (HUD) as authorized under the Emergency Shelter Grant Program, the STATE agrees to pay the SUB-RECIPENT for services satisfactorily performed under this Sub-Recipient Agreement, a sum of money not to exceed _____ and 00/100 ($_____) for the Sub-Recipient Agreement period. The approved Budget is attached here to as Exhibit "B-1".

2. Upon execution of this Sub-Recipient Agreement, payments shall be paid in as follows:

Payment Schedule	Months Covered by Payment Request
1st	_____, 2010 to _____, 2010
2nd	_____, 2010 to _____, 2010
3rd	_____, 2011 to _____ 2011
4th	_____, 2011 to _____ 2011

Final Payment of five percent (5%) withholding, pursuant to paragraph 3 Final payment.

a. Written payment requests shall be made on a reimbursement basis only. No advance payment shall be made. The SUB-RECIPIENT shall submit properly executed requests for payment consisting of one (1) original and three (3) copies of the payment request.

b. The request shall be on a form approved by the STATE. Payment request to the STATE must be dated, addressed and submitted to: **Executive Director, Hawaii Public Housing Authority, Homeless Programs Branch, P.O. Box 17907, Honolulu, Hawaii 96817.**

c. All payment requests submitted by the SUB-RECIPIENT shall certify that all contractual obligations under this Sub-Recipient Agreement are being duly fulfilled.

3. Final payment of the Sub-Recipient Agreement shall be withheld as follows: _____ 00/100 Dollars ($_____), an amount equal to the five percent (5%), of the total compensation under the Sub-Recipient Agreement. Said withheld amount shall be subject to satisfactory submittal and reconciliation of

STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

all reports, and section 103-53, Hawaii Revised Statutes (HRS), which requires a tax clearance from the Director of Taxation and the Internal Revenue Service. Any debt owed to the State Department of Taxation shall be offset first. If the SUB-RECIPENT fails to satisfactorily submit all reports to the STATE within twelve (12) months of the termination date of this Sub-Recipient Agreement, the SUB-RECIPENT shall forfeit any and all claims to the final payment and shall still be required to submit copies of valid tax clearances to the STATE within twelve (12) months of the termination date of this Agreement. A certificate of vendor compliance issued by the Hawaii Compliance Express may be submitted in lien of the tax clearance certificate.

4. The SUB-RECIPENT shall expend funds, pursuant to the approved Budget, which is attached hereto as Exhibit "B-1", incorporated herein and made an integral part hereof. If an amount of reported expenditures by the SUB-RECIPENT is determined by the STATE to be inappropriate or unallowable, the STATE may require that an equivalent amount of monies be refunded by the SUB-RECIPENT to the STATE.

5. Upon the termination date of this Sub-Recipient Agreement for whatever reason, any and all unexpended funds advanced by the STATE to the SUB-RECIPENT pursuant to this Sub-Recipient Agreement shall be remitted to the STATE. Funds shall be considered expended if the SUB-RECIPENT has written verification that an expense was accrued during the time of performance, within the contract period but not accrued after the termination date of this Sub-Recipient Agreement.

6. The written expenditure report and statistical reports submitted by the SUB-RECIPIENT shall be reviewed by the STATE. Each report shall be subject to the STATE'S preliminary determination of appropriateness. The reported expenditures may be subject to subsequent verification and audit. If an amount of reported expenditure is subsequently determined by the STATE to be inappropriate, unallowable or not made in accordance with the approved budget, the STATE may require that an equivalent amount of monies be refunded by the SUB-RECIPIENT to the STATE.

7. Any budget revision to the approved Budget requested by the SUB-RECIPIENT shall be in writing and shall be subject to the STATE'S approval. If an amount of reported expenditure is subsequently determined by the STATE to be inappropriate, unallowable, or not made in accordance with the approved Budget as revised, the STATE may require that an equivalent amount of monies be refunded by the SUB-RECIPIENT to the STATE.

8. Section 103-10 HRS provides that the STATE shall have thirty calendar days after receipt of invoice or satisfactory delivery of goods or performance of the services to make payment. The date of the invoice shall be the later of the two: 1) date of invoice, or 2) post mark of original invoice received by the STATE via United States Postal Service.

CONTRACT NO. _____

CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE

1. By Heads of Departments or Agencies as Delegated by the Director of Human Resources Development[1].

Pursuant to the delegation of the authority by the Director of Human Resources Development, I certify that the services provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to §76-16, Hawai'i Revised Statutes ("HRS").

_____ _____
(Signature) *(Date)*

_____
(Print Name)

_____
(Print Title)

[1] This part of the form may be used by all department heads and others to whom the Director of Human Resources Development (DHRD) 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. **NOTE:** Authority to certify exemptions under §§ 76-16(2), 76-16(12), and 76-16(15), HRS, has not been delegated; only the Director of DHRD may certify §§76-16(2), 76-16(12), and 76-16(15) exemptions.

2. By the Director of Human Resources Development, State of Hawai'i.

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)

Sample Contract Attachment 5

CONTRACT NO. _____

PROVIDER'S
STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

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

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

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

On behalf of:

_____
(Name of PROVIDER)

PROVIDER, the undersigned does declare as follows:

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

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

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

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

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* Reminder to agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of $10,000, the Contract may not be awarded unless the agency posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

CONTRACT NO. _____

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

PROVIDER

By _____
(Signature)

Print Name _____

Print Title _____

_____

Date _____

CONTRACT NO. _____

GENERAL CONDITIONS FOR HEALTH & HUMAN SERVICES CONTRACTS
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GENERAL CONDITIONS FOR HEALTH & HUMAN SERVICES CONTRACTS

1. Representations and Conditions Precedent

1.1 Contract Subject to the Availability of State and Federal Funds.

1.1.1 State Funds. This Contract is, at all times, subject to the appropriation and allotment of state funds, and may be terminated without liability to either the PROVIDER or the STATE in the event that state funds are not appropriated or available.

1.1.2 Federal Funds. To the extent that this Contract is funded partly or wholly by federal funds, this Contract is subject to the availability of such federal funds. The portion of this Contract that is to be funded federally shall be deemed severable, and such federally funded portion may be terminated without liability to either the PROVIDER or the STATE in the event that federal funds are not available. In any case, this Contract shall not be construed to obligate the STATE to expend state funds to cover any shortfall created by the unavailability of anticipated federal funds.

1.2 Representations of the PROVIDER. As a necessary condition to the formation of this Contract, the PROVIDER makes the representations contained in this paragraph, and the STATE relies upon such representations as a material inducement to entering into this Contract.

1.2.1 Compliance with Laws. As of the date of this Contract, the PROVIDER complies with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the PROVIDER's performance of this Contract.

1.2.2 Licensing and Accreditation. As of the date of this Contract, the PROVIDER holds all licenses and accreditations required under applicable federal, state, and county laws, ordinances, codes, rules, and regulations to provide the Required Services under this Contract.

1.3 Compliance with Laws. The PROVIDER shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the PROVIDER's performance of this Contract, including but not limited to the laws specifically enumerated in this paragraph:

1.3.1 Smoking Policy. The PROVIDER shall implement and maintain a written smoking policy as required by Chapter 328K, Hawaii Revised Statutes (HRS), or its successor provision.

1.3.2 Drug Free Workplace. The PROVIDER shall implement and maintain a drug free workplace as required by the Drug Free Workplace Act of 1988.

1.3.3 Persons with Disabilities. The PROVIDER shall implement and maintain all practices, policies, and procedures required by federal, state, or county law, including but not limited to the Americans with Disabilities Act (42 U.S.C. §12101, et seq.), and the Rehabilitation Act (29 U.S.C.§701, et seq.).

1.3.4 Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the PROVIDER, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

1.4 Insurance Requirements. The PROVIDER shall obtain from a company authorized by law to issue such insurance in the State of Hawai'i commercial general liability insurance ("liability insurance") in an amount of at least TWO MILLION AND NO/100 DOLLARS ($2,000,000.00) coverage for bodily injury and property damage resulting from the PROVIDER's performance under this Contract. The PROVIDER shall maintain in effect this liability insurance until the STATE certifies that the PROVIDER's work under the Contract has been completed satisfactorily.

The liability insurance shall be primary and shall cover the insured for all work to be performed under the Contract, including changes, and all work performed incidental thereto or directly or indirectly connected therewith.

A certificate of the liability insurance shall be given to the STATE by the PROVIDER. The certificate shall provide that the STATE and its officers and employees are Additional Insureds. The certificate shall provide that the coverages being certified will not be cancelled or materially changed without giving the STATE at least 30 days prior written notice by registered mail.

Should the "liability insurance" coverages be cancelled before the PROVIDER's work under the Contract is certified by the STATE to have been completed satisfactorily, the PROVIDER shall immediately procure replacement insurance that complies in all respects with the requirements of this section.

Nothing in the insurance requirements of this Contract shall be construed as limiting the extent of PROVIDER's responsibility for payment of damages resulting from its operations under this Contract, including the PROVIDER's separate and independent duty to defend, indemnify, and hold the STATE and its officers and employees harmless pursuant to other provisions of this Contract.

1.5 Notice to Clients. Provided that the term of this Contract is at least one year in duration, within 180 days after the effective date of this Contract, the PROVIDER shall create written procedures for the orderly termination of services to any clients receiving the Required Services under this Contract, and for the transition to services supplied by another provider upon termination of this Contract, regardless of the circumstances of such termination. These procedures shall include, at the minimum, timely notice to such clients of the termination of this Contract, and appropriate counseling.

1.6 Reporting Requirements. The PROVIDER shall submit a Final Project Report to the STATE containing the information specified in this Contract if applicable, or otherwise satisfactory to the STATE, documenting the PROVIDER's overall efforts toward meeting the requirements of this Contract, and listing expenditures actually incurred in the performance of this Contract. The PROVIDER shall return any unexpended funds to the STATE.

1.7 Conflicts of Interest. In addition to the Certification provided in the Standards of Conduct Declaration to this Contract, the PROVIDER represents that neither the PROVIDER nor any employee or agent of the PROVIDER, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the PROVIDER's performance under this Contract.

2. Documents and Files

2.1 Confidentiality of Material.

2.1.1 Proprietary or Confidential Information. All material given to or made available to the PROVIDER by virtue of this Contract that is identified as proprietary or confidential information shall be safeguarded by the PROVIDER and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

2.1.2 Uniform Information Practices Act. All information, data, or other material provided by the PROVIDER to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS, and any other applicable law concerning information practices or confidentiality.

2.2 Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished that is developed, prepared, assembled, or conceived by the PROVIDER pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the PROVIDER pursuant to this Contract.

2.3 Records Retention. The PROVIDER and any subcontractors shall maintain the books and records that relate to the Contract, and any cost or pricing data for three (3) years from the date of final payment under the Contract. In the event that any litigation, claim, investigation, audit, or other action involving the records retained under this provision arises, then such records shall be retained for three (3) years from the date of final payment, or the date of the resolution of the action, whichever occurs later. During the period that records are retained under this section, the PROVIDER and any subcontractors shall allow the STATE free and unrestricted access to such records.

3. Relationship between Parties

3.1 Coordination of Services by the STATE. The STATE shall coordinate the services to be provided by the PROVIDER in order to complete the performance required in the Contract. The PROVIDER shall maintain communications with the STATE at all stages of the PROVIDER's work, and submit to the STATE for resolution any questions which may arise as to the performance of this Contract.

3.2 Subcontracts and Assignments. The PROVIDER may assign or subcontract any of the PROVIDER's duties, obligations, or interests under this Contract, but only if (i) the PROVIDER obtains the prior written consent of the STATE and (ii) the PROVIDER's assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state law against the PROVIDER's assignee or subcontractor have been paid. Additionally, no assignment by the PROVIDER of the PROVIDER's right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawai'i, as provided in section 40-58, HRS.

3.3 Change of Name. When the PROVIDER asks to change the name in which it holds this Contract, the STATE, shall, upon receipt of a document acceptable or satisfactory to the STATE indicating such change of name such as an amendment to the PROVIDER's articles of incorporation, enter into an amendment to this Contract with the PROVIDER to effect the change of name. Such amendment to this Contract changing the PROVIDER's name shall specifically indicate that no other terms and conditions of this Contract are thereby changed, unless the change of name amendment is incorporated with a modification or amendment to the Contract under paragraph 4.1 of these General Conditions.

3.4 Independent Contractor Status and Responsibilities, Including Tax Responsibilities.

3.4.1 Independent Contractor. In the performance of services required under this Contract, the PROVIDER is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE's opinion, the services are being performed by the PROVIDER in compliance with this Contract.

3.4.2 Contracts with Other Individuals and Entities. Unless otherwise provided by special condition, the STATE shall be free to contract with other individuals and entities to provide services similar to those performed by the Provider under this Contract, and the PROVIDER shall be free to contract to provide services to other individuals or entities while under contract with the STATE.

3.4.3 PROVIDER's Employees and Agents. The PROVIDER and the PROVIDER's employees and agents are not by reason of this Contract, agents or employees of the State

for any purpose. The PROVIDER and the PROVIDER's employees and agents shall not be entitled to claim or receive from the STATE any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees. Unless specifically authorized in writing by the STATE, the PROVIDER and the PROVIDER's employees and agents are not authorized to speak on behalf and no statement or admission made by the PROVIDER or the PROVIDER's employees or agents shall be attributed to the STATE, unless specifically adopted by the STATE in writing.

3.4.4 PROVIDER's Responsibilites. The PROVIDER shall be responsible for the accuracy, completeness, and adequacy of the PROVIDER's performance under this Contract.

Furthermore, the PROVIDER intentionally, voluntarily, and knowingly assumes the sole and entire liability to the PROVIDER's employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the PROVIDER, or the PROVIDER's employees or agents in the course of their employment.

The PROVIDER shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the PROVIDER by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The PROVIDER also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.

The PROVIDER shall obtain a general excise tax license from the Department of Taxation, State of Hawai'i, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The PROVIDER shall obtain a tax clearance certificate from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state law against the PROVIDER have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The PROVIDER shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under section 103-53, HRS, and these General Conditions.

The PROVIDER is responsible for securing all employee-related insurance coverage for the PROVIDER and the PROVIDER's employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

3.5 Personnel Requirements.

3.5.1 Personnel. The PROVIDER shall secure, at the PROVIDER's own expense, all personnel required to perform this Contract, unless otherwise provided in this Contract.

3.5.2 Requirements. The PROVIDER shall ensure that the PROVIDER's employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Modification and Termination of Contract

4.1 Modification of Contract.

4.1.1 In Writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the PROVIDER and the STATE.

4.1.2 No Oral Modification. No oral modification, alteration, amendment, change, or extension of any term, provision or condition of this Contract shall be permitted.

4.1.3 Tax Clearance. The STATE may, at its discretion, require the PROVIDER to submit to the STATE, prior to the STATE's approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state and federal law against the PROVIDER have been paid.

4.2 Termination in General. This Contract may be terminated in whole or in part because of a reduction of funds available to pay the PROVIDER, or when, in its sole discretion, the STATE determines (i) that there has been a change in the conditions upon which the need for the Required Services was based, or (ii) that the PROVIDER has failed to provide the Required Services adequately or satisfactorily, or (iii) that other good cause for the whole or partial termination of this Contract exists. Termination under this section shall be made by a written notice sent to the PROVIDER ten (10) working days prior to the termination date that includes a brief statement of the reason for the termination. If the Contract is terminated under this paragraph, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.

4.3 Termination for Necessity or Convenience. If the STATE determines, in its sole discretion, that it is necessary or convenient, this Contract may be terminated in whole or in part at the option of the STATE upon ten (10) working days' written notice to the PROVIDER. If the STATE elects to terminate under this paragraph, the PROVIDER shall be entitled to reasonable payment as determined by the STATE for satisfactory services rendered under this Contract up to the time of termination. If the STATE elects to terminate under this section, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.

4.4 Termination by PROVIDER. The PROVIDER may withdraw from this Contract after obtaining the written consent of the STATE. The STATE, upon the PROVIDER's withdrawal, shall determine whether payment is due to the PROVIDER, and the amount that is due. If the STATE consents to a termination under this paragraph, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.

4.5 STATE's Right of Offset. The STATE may offset against any monies or other obligations that STATE owes to the PROVIDER under this Contract, any amounts owed to the State of Hawai'i by the PROVIDER under this Contract, or any other contract, or pursuant to any law or other obligation owed to the State of Hawai'i by the PROVIDER, including but not limited to the payment of any taxes or levies of any kind or nature. The STATE shall notify the PROVIDER in writing of any exercise of its right of offset and the nature and amount of such offset. For purposes of this paragraph, amounts owed to the State of Hawai'i shall not include debts or obligations which have been liquidated by contract with the PROVIDER, and that are covered by an installment payment or other settlement plan approved by the State of Hawai'i, provided, however, that the PROVIDER shall be entitled to such exclusion only to the extent that the PROVIDER is current, and in compliance with, and not delinquent on, any payments, obligations, or duties owed to the State of Hawai'i under such payment or other settlement plan.

5. Indemnification

5.1 Indemnification and Defense. The PROVIDER shall defend, indemnify, and hold harmless the State of Hawai'i, the contracting agency, and their officers, employees, and agents from and against any and all liability, loss, damage, cost, expense, including all attorneys' fees, claims, suits, and demands arising out of or in connection with the acts or omissions of the PROVIDER or the PROVIDER's employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.

5.2 Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the PROVIDER in connection with this Contract, the PROVIDER shall pay any cost and expense incurred by or imposed on the STATE, including attorneys' fees.

6. Publicity

6.1 Acknowledgment of State Support. The PROVIDER shall, in all news releases, public statements, announcements, broadcasts, posters, programs, computer postings, and other printed, published, or electronically disseminated materials relating to the PROVIDER's performance under this Contract, acknowledge the support by the State of Hawai'i and the purchasing agency.

6.2 PROVIDER's Publicity Not Related to Contract. The PROVIDER shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, or to the services or goods, or

both provided under this Contract, in any of the PROVIDER's publicity not related to the PROVIDER's performance under this Contract, including but not limited to commercial advertisements, recruiting materials, and solicitations for charitable donations.

7. Miscellaneous Provisions

7.1 Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the PROVIDER, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

7.2 Paragraph Headings. The paragraph headings appearing in this Contract have been inserted for the purpose of convenience and ready reference. They shall not be used to define, limit, or extend the scope or intent of the sections to which they pertain.

7.3 Antitrust Claims. The STATE and the PROVIDER recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the PROVIDER hereby assigns to the STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.

7.4 Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawai'i. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawai'i.

7.5 Conflict between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the Procurement Rules or a Procurement Directive, the Procurement Rules or any Procurement Directive in effect on the date this Contract became effective shall control and are hereby incorporated by reference.

7.6 Entire Contract. This Contract sets forth all of the contracts, conditions, understandings, promises, warranties, and representations between the STATE and the PROVIDER relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no contracts, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the PROVIDER other than as set forth or as referred to herein.

7.7 Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.

7.8 Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE's right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the Procurement Rules or one section of the Hawai'i Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE's rights or the PROVIDER's obligations under the Procurement Rules or statutes.

7.9 Execution in Counterparts. This Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one instrument.

8. Confidentiality of Personal Information

8.1 Definitions.

8.1.1 Personal Information. "Personal Information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:

1) Social Security number;

2) Driver's license number or Hawaii identification card number; or

3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

8.1.2 Technological Safeguards. "Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

8.2 Confidentiality of Material.

8.2.1 Safeguarding of Material. All material given to or made available to the PROVIDER by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the PROVIDER and shall not be disclosed without the prior written approval of the STATE.

8.2.2 Retention, Use, or Disclosure. PROVIDER agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.

8.2.3 Implementation of Technological Safeguards. PROVIDER agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.

8.2.4 Reporting of Security Breaches. PROVIDER shall report to the STATE in a prompt and complete manner any security breaches involving personal information.

8.2.5 Mitigation of Harmful Effect. PROVIDER agrees to mitigate, to the extent practicable, any harmful effect that is known to PROVIDER because of a use or disclosure of personal information by PROVIDER in violation of the requirements of this paragraph.

8.2.6 Log of Disclosures. PROVIDER shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by PROVIDER on behalf of the STATE.

8.3 Security Awareness Training and Confidentiality Agreements.

8.3.1 Certification of Completed Training. PROVIDER certifies that all of its employees who will have access to the personal information have completed training on security awareness topics related to protecting personal information.

8.3.2 Certification of Confidentiality Agreements. PROVIDER certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:

1) The personal information collected, used, or maintained by the PROVIDER will be treated as confidential;

2) Access to the personal information will be allowed only as necessary to perform the Contract; and

3) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

8.4 Termination for Cause. In addition to any other remedies provided for by this Contract, if the STATE learns of a material breach by PROVIDER of this paragraph by PROVIDER, the STATE may at its sole discretion:

1) Provide an opportunity for the PROVIDER to cure the breach or end the violation; or

2) Immediately terminate this Contract.

In either instance, the PROVIDER and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

8.5 Records Retention.

8.5.1 Destruction of Personal Information. Upon any termination of this Contract, PROVIDER shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.

8.5.2 Maintenance of Files, Books, Records. The PROVIDER and any subcontractors shall maintain the files, books, and records, that relate to the Contract, including any personal information created or received by the PROVIDER on behalf of the STATE, and any cost or pricing data, for three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall not be disclosed without the prior written approval of the STATE. After the three (3) year retention period has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS.

STATE OF HAWAII

SPECIAL CONDITIONS

SUB-RECIPIENT:
dba
Address:

Name of Program:
Location:

Type of Program: Housing Opportunities for Person With AIDS (HOPWA)
Type of Services: Providing subsidy and supportive services to those living with Human immunodeficiency virus (HIV)/ Acquired immunodeficiency syndrome (AIDS).

Amount of Agreement:
Time of Performance:

1. Insurance and Indemnity Requirements. The SUB-RECIPIENT shall indemnify the State of Hawaii and the HPHA. The SUB-RECIPIENT shall also obtain, maintain and keep in force throughout the period of this Sub-Recipient Agreement $2,000,000.00 Commercial General Liability insurance in compliance with Section 1.4 of the AG Form 103F(10/08) General Conditions and the following insurance coverage:

	Automobile Liability:
Bodily Injury	$ 1,000,000.00 (per person)
Property Damage	$ 1,000,000.00 (per occurrence)
Per Accident	$ 1,000,000.00 (per accident)
or	
Combined Single Limit	$ 1,000,000 (each accident)

a. The State of Hawaii, the Hawaii Public Housing Authority (HPHA), its elected and appointed officials, and employees are added as additional insured with respect to operations performed under this Agreement. The policy shall constitute primary insurance for the STATE, covering liability arising out of or resulting for occurrences during or in connections with the performance of the Agreement.

b. The SUB-RECIPIENT agrees to provide the STATE before the effective date of the Agreement, certificate(s) of insurance to evidence the compliance with the insurance provisions of this Sub-Recipient Agreement. The SUB-RECIPIENT shall keep such insurance in effect and the certificate(s) therefore on deposit with the STATE during the entire term of this Sub-Recipient Agreement. The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the Sub-Recipient Agreement and any Supplemental Agreements. Upon request by the STATE, the SUB-RECIPIENT shall furnish a copy of the policy or policies.

STATE OF HAWAII

SPECIAL CONDITIONS

c. Failure of the SUB-RECIPIENT to provide and keep in force such insurance shall be a material default under this Sub-Recipient Agreement. The STATE shall be entitled to exercise any or all of the remedies provided in this Sub-Recipient Agreement and by law for default by the SUB-RECIPIENT.

d. The procuring of such required policy or policies of insurance shall not be construed to limit SUB-RECIPIENT's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement. Notwithstanding said policy or policies of insurance, SUB-RECIPIENT shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Sub-Recipient Agreement.

e. The insurer shall notify the STATE in writing of any cancellation or change in provisions thirty calendar days prior to the effective date of such cancellation or change.

f. The Hawaii Public Housing Authority is a self insured State agency. The SUB-RECIPIENT'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 SUB-RECIPIENT.

2. Time of Performance. The SUB-RECIPIENT shall provide the Required Services for the term of this Sub-Recipient Agreement, which is attached hereto as Attachment- 2 and incorporated herein by reference.

3. Reporting Requirements. The SUB-RECIPIENT shall:

a. Fulfill all reporting requirements prescribed by the STATE within the deadlines set for the reports. Additionally, the SUB-RECIPIENT shall be available for monitoring reviews conducted by the STATE.

b. Submit quarterly activity and financial reports no later than 30 days after the end of each three (3) month period of the State fiscal year(s) or as otherwise instructed by the STATE, including without limitation:

i. Summarizing income and expenditures to date, their relationship to the budget as prescribed in the attached Budget, and explaining any variances in said Budget.

ii. Summarizing program activities, including without limitation, the number of persons served, levels of services provided, outcome objective achieved, demographic data, and problems encountered and recommended to remedies to those problems.

iii. Submitting all SUB-RECIPIENT and Sub-Contractors cash match, documents in the form of payroll receipts for salary, taxes, fringe benefits and any other documents requested by the STATE

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c. Submit a written Annual Report no later than 15 days after the end of each Sub-Recipient Agreement period, sooner termination date or as otherwise instructed by the STATE. All revisions to the annual progress report shall be completed no later than fifteen (15) days after the end of the Sub-Recipient Agreement period or a sooner termination date or as otherwise instructed by the STATE. The Annual Report with the completed revisions shall be accepted as the final report. The final report shall document the SUB-RECIPIENT's overall efforts toward meeting the requirements of this Sub-Recipient Agreement and shall list expenditures actually incurred in the performance of this Sub-Recipient Agreement. At such time, the SUB-RECIPIENT shall remit any unexpended grant funds to the STATE.

d. Submit other information or records as may be requested from time to time by the STATE in the form required by the State, including without limitations: demographic and program activity information for use in a centralized database.

e. The STATE may delay payment by the number of business days equal the delay of any payment submitted by the SUB-RECIPIENT.

4. Audit. The SUB-RECIPIENT shall submit a copy of an audit of its financial records, performed by an independent Certified Public Accountant, for each fiscal year of any part of the period of SUB-RECIPIENT'S performance of this Sub-Recipient Agreement. Such audits shall be conducted in accordance with generally accepted auditing standards and provisions of the United States Office of Management and Budget (OMB) circulars and must be submitted within 180 days following the close of the SUB-RECIPIENT'S fiscal year. When required by the IRS, Form 990 must be prepared for the SUB-RECIPIENT and a copy submitted with the audit report. If the auditor prepares a management letter, a copy of the management letter must also be submitted with the audit report; if no management letter is prepared, a letter from the auditor stating the same shall be submitted. The SUB-RECIPIENT shall also address the recommendations made by the auditing agency to the satisfaction of the STATE. Pursuant to the requirements of OMB Circular A-133 as set forth in 24 CFR 85. The cost of all audits shall be the obligation of the SUB-RECIPIENT. SUB-RECIPIENT's failure to carry out the recommendations made by the auditing agency may be grounds for the STATE to bar the SUB-RECIPIENT from further Sub-Recipient Agreements for the HPHA until the SUB-RECIPIENT has addressed all deficiencies.

5. Compliance with STATE'S Instructions. The SUB-RECIPIENT shall comply with all written instructions and requirements required by the STATE for the effective administration of the Housing Opportunities for Persons With AIDS Program as it relates to reporting program activity financial reports and participation with Homeless Management Information System.

6. Equipment. The SUB-RECIPIENT shall ensure that equipment acquired under the Sub-Recipient Agreement will be used, managed, and dispensed with in accordance with STATE laws and procedures, unless otherwise instructed by the STATE. Following the termination of this Sub-Recipient Agreement for whatever reason, all equipment shall be included in the final

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report to the STATE, and the disposition of such equipment shall be prescribed by the STATE in accordance with Section 3-130, HAR.

7. Program Monitoring. The STATE shall monitor the performance of work on an ongoing basis through desk monitoring site inspection and/or other appropriate methods.

8. Certificate of Vendor Compliance. In lieu of a tax clearance certificate from the Director of Taxation, State of Hawaii, the SUB-RECIPIENT may submit the Certificate of Vendor Compliance from the Hawaii Compliance Express (HCE).

9. Campaign Contributions. The SUB-RECIPIENT is hereby notified of the applicability of Section 11-205.5, HRS, which prohibits campaign contributions by specified state or county government contractors during the terms of their Sub-Recipient Agreements, if the contractors are paid with funds appropriated by a legislative body.

10. Smoking Policy. Section 1.3.1 smoking policy of the General Conditions is amended to read Chapter 328J, Hawaii Revised Statutes. The SUB-RECIPIENT shall implement and maintain a written smoking policy as required by Chapter 328J, HRS.

11. Compliance with Laws. The SUB-RECIPIENT shall comply with Federal, STATE City, Laws, rules, and regulation, as set forth in paragraph 1.2.1 of the General Conditions.

12. Interchangeable Terms. The following terms are one and the same.
    a. "Contract ", "Sub-Recipient Agreement", and "Agreement ".
    b. "CONTRACTOR", "SUB-RECIPIENT" and "PROVIDER".
    c. "STATE" and "HPHA".