

**Hawaii Public Housing Authority
State of Hawaii**

Request for Information

RFI-HPB-2009-28

**2009 Balance of State
Continuum of Care (CoC) Competition**

- **Supportive Housing Program**
- **Shelter Plus Care**



October 5, 2009

Request for Information

2009 Continuum of Care

No. HPB 2009-28

The purpose of this Request for Information (RFI) is to include the selected applicants in a federal grant application pursuant to Section 3-143-614, Hawaii Administrative Rules (HAR). The applicants/projects sponsors selected as a result of this RFI shall be named in the STATE's Bridging the Gap grant application. If the State is awarded the grant, no Request for Proposal for this service shall be issued, and contracts will be awarded to the applicants/project sponsors as selected by the Department of Housing and Urban Development (HUD).

In this RFI 2009-28, the Hawaii Public Housing (HPHA) is soliciting for the two (2) Homeless Assistance Programs under the 2009 Continuum of Care Homeless Assistance Programs Notice of Funding Availability (2009 NOFA) as listed below:

- 1) The Supportive Housing Program (SHP); and
- 2) The Shelter Plus Care (S+C) program.

Proposals must provide housing assistance and supportive services to homeless individuals and families. The programs of the 2009 NOFA are administered by HUD and are authorized under the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11381).

The Request for Information may be picked up at HPHA's Contract and Procurement Office (CPO) located at 1002 North School Street, Building D, Honolulu, Hawaii, 96817, beginning on Monday, October 5, 2009. Interested applicants/project sponsors must be either be a government entity, State or County; or a non-profit as established by the Internal Revenue Service; and have one (1) year experience providing shelter and services to the homeless in Hawaii.

The HPHA's CPO will conduct an Orientation Meeting on Thursday, October 8, 2009, from 10:00 a.m. to 12 noon, Hawaii Standard Time at the State of Hawaii Videoconference Centers on the Islands of Oahu, Hawaii, Maui, and Kauai. The HPHA strongly recommends that all interested applicants/project sponsors attend.

All mail-in proposals shall be postmarked by the United States Postal System, must be received no later than the 4:00 p.m. Thursday, October 15, 2009 submittal deadline. All hand deliveries shall be received by the submittal deadline as state above and must be time stamped by the clock at the HPHA Central Files Office. The HPHA reserves the right to reject any or all proposals and to accept the proposals in whole or in part in the best interest of the HPHA. Questions relating to this solicitation shall be directed to Ms. Phyllis Ono at 832-1892.

HAWAII PUBLIC HOUSING AUTHORITY

Chad K. Taniguchi
Executive Director



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Section 1 Administrative Overview

I. Administrative Overview

This Request of Information (hereinafter “RFI”) is issued under the provisions of Chapter 103F, Hawaii Revised Statutes (hereinafter “HRS”), the related administrative rules, and the HUD regulations. An interested applicant and/or project sponsor (hereinafter “applicant/project sponsor”) is charged with the presumptive knowledge of all requirements of the cited authorities. Submission of a valid proposal by any interested applicant/project sponsor shall constitute admission of such knowledge on the part of such interested applicant/project sponsor.

II. Applicant and Project Sponsor

For the purposes of this RFI, the terms **Applicant/Project Sponsor** shall be used as such:

1. Applicant: An entity that applies to HUD for funds and must submit all the HUD, SF-424 forms. If selected for funding, the applicant becomes the grantee and is responsible for the overall management of the grant. The applicant may be a STATE or Non-STATE entity.
2. Project Sponsor: An entity that is responsible for carrying out the proposed project activities. A project sponsor does **not** submit the HUD, SF-424 form.

III. RFI Organization

This RFI is organized into five sections:

- | | |
|-----------|--|
| Section 1 | Administrative Overview: Provides applicants with an overview of the procurement process. |
| Section 2 | Service Specifications: Provides applicants with a general description of the tasks to be performed, delineates provider responsibilities, and defines deliverables (as applicable). |
| Section 3 | Proposal Application Instructions: Describes the required format and content for the proposal application. |
| Section 4 | Proposal Evaluation: Describes how proposals will be evaluated by the Hawaii Public Housing Authority (hereinafter “HPHA”). |
| Section 5 | Attachments: Provides applicants with information and forms necessary to complete the application. |

IV. Procurement Timetable

Note that the procurement timetable represents the HPHA’s best estimated schedule. Contract start dates are subject to the issuance of a notice to proceed.

<u>Activity</u>	<u>Scheduled Date</u>
Public notice announcing Request for Information (RFI)	October 5, 2009
RFI orientation session	October 8, 2009
Proposal submittal deadline	October 15, 2009
Proposal evaluation period	October 19 - 23, 2009
Notice of Selection	October 26, 2009
Contract start date	Spring 2010

V. **Orientation**

An orientation for applicants in reference to this RFI will be held as follows:

Date: October 8, 2009 **Time:** 10:00 a.m. to 12:00 P.M.
Location: Teleconference: Access Phone Number: 1(888)-482-3560
Access code: 8324696

Teleconferencing is available at a cost of twenty cents per minute (\$0.20). To use the teleconference services dial the Access Phone Number **1(888)-482-3560**, then enter the Access Code 8324696, you will then be linked to the Host –HPHA and any other callers.

Interested applicants/project sponsors may submit written questions to the RFI Coordinator identified in Section 1 of this RFP. All written questions will receive a written response from the HPHA. The HPHA does not guarantee receipt of question submitted via electronic mail. The HPHA's responses to interested applicant/project sponsors written questions will be posted as an addendum which can be accessed through the SPO Website, <http://hawaii.gov/spo>.

VI. **Proposal Submittal.**

The submitted proposal shall be comprised of two (2) parts:

1. General Requirements and Program Information. Submit one (1) original and eight (8) copies.
2. Administrative Requirements and Federal Requirements. Submit only one (1) per proposed project.
3. Stamp original "Original" and stamp all copies with "Copy".

The sealed proposals will be received at the HPHA Central Files Office at 1002 North School Street, Bldg D, Honolulu, Hawaii 96817 until 4:00 p.m. HST on Thursday, October 15, 2009. Email and facsimile transmission **shall not** be accepted. The official time shall be that which is recorded on the time stamp clock of the Central Files Office, HPHA for hand-delivered proposals. Deliveries by private mail services, such as Federal Express, shall be considered hand deliveries. All mail-in proposals delivered/postmarked by the United States Postal Service must be received no later than 4:00p.m. HST on Thursday October 15, 2009. All proposals submitted by the deadline shall be considered for inclusion in the State's Continuum of Care Application. Proposals postmarked or hand delivered after the submittal deadline shall be considered late and rejected. There are no exceptions to this requirement.

VII. Contracting Office

The Contracting Office is responsible for overseeing the contract(s) resulting from this RFI, including system operations, fiscal agent operations, and monitoring and assessing provider performance. The Contracting Office is:

Hawaii Public Housing Authority
Contract and Procurement Office
1002 North School Street, Bldg. D
Honolulu, Hawaii 96817

Telephone: (808) 832-6039

The RFI Coordinator or his/her designated representative is listed below:

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

Telephone: (808) 832 -1892

Fax: (808) 832-6039

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

The Homeless Programs Branch (HPB) is the office responsible for administering and monitoring the Contract. The designated Contract Administrator or his/her designated representative is responsible for monitoring the activities performed under the Contract and is listed as follows:

Carlos Parero, Homeless Program Specialist
Hawaii Public Housing Authority
Homeless Programs Branch
1002 North School Street, Bldg. E
Honolulu, Hawaii 96817

Telephone: (808) 832-5868

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 the contract has been fully executed with the Successful Offeror, all communications regarding approval, reports, and requests will be directed to the Contract Administrator.

VIII. Additional Materials, Documentation and Verification

Upon request from the HPHA, each interested applicant/project sponsor shall submit any additional materials and documentation reasonably required by the HPHA in its evaluation of the proposals.

The HPHA reserves the right to contact the respective Continuum of Care (hereinafter "CoC"), State, Federal, County Governments and other agencies named in this application for verification of information provided in the proposal submitted by the interested applicant/project sponsor.

IX. Cancellation of Request for Information

This RFI may be canceled and any or all proposals may be rejected in whole or in part, when it is determined to be in the best interests of the State.

X. Mistakes in Proposal

While interested applicant/project sponsors are bound by their proposals, circumstances may arise where a correction or withdrawal of proposals are proper. An obvious mistake in a proposal may be corrected or withdrawn, or waived by the interested applicant to the extent that it is not contrary to the best interest of the HPHA or to the fair treatment of other interested applicants. Mistakes in proposals shall be handled as provided for in section 3-12, Hawaii Administrative Rules (hereinafter "HAR").

XI. Selection of Applicant/Project Sponsor for a Federal Application

The selection of an interested applicant/project sponsor for inclusion in the HPHA application for federal funding shall be based on the criteria and requirements established in this RFI, or at the discretion of the head of the purchasing agency as provided for in section 3-143-614 HAR.

No work is to be undertaken by the successful applicant/project sponsor to the contract commencement date. The State of Hawaii is not liable for any costs incurred prior to the official starting date.

XII. Compliance with Laws and Rules

1. The interested applicant/project sponsor shall comply with all laws, ordinances, codes, rules and regulations of the federal, State and County governments which in any way affect its operations and to adhere to instructions prescribed by the HPHA for the effective administration of a program. The interested applicant/project sponsor shall complete all disclosures and certifications as required by HUD.
2. The interested applicant/project sponsor shall comply with Section 17-2026 of the HAR, to include without limitation the administrative and program requirements.
3. The interested applicant/project sponsor shall perform financial and compliance audits in accordance with the Office of Management and Budget Circular A-133 and submit the audits to the Department as directed if federally funded for \$500,000 or more.

XIII. Tax Clearance. Pursuant to HRS Section 103-53, as a prerequisite to entering into contracts of \$25,000 or more, providers shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. Tax clearance applications may be obtained from the Department of Taxation website. (Refer to this section's part II. Website Reference.)

XIV. Hawaii Compliance Express (HCE). Providers may register with HCE for online proof of DOTAX and IRS tax clearance Department of Labor and Industrial Relations (DLIR) labor law compliance, and DCCA good standing compliance. There is a nominal annual fee for the service. The “Certificate of Vendor Compliance” issued online through HCE provides the registered provider’s current compliance status as of the issuance date, and is accepted for both contracting and final payment purposes. Refer to this section’s part II. Website Reference for HCE’s website address

XV. General and Special Conditions of Contract

The State’s General Conditions that will be imposed contractually are attached hereto and incorporated herein by reference as Attachment E of Section 5.

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

[END OF SECTION]

Section 2 Service Specification

I. Introduction

A. Overview, Purpose and Need

The HPHA is the Lead Agency for the Balance of State Continuum of Care and is responsible for the submission of the 2009 Continuum of Care Homeless Assistance Programs Notice of Funding Availability (hereinafter “2009 NOFA”) application on behalf of the Kauai, Maui and Hawaii Continua of Care (hereinafter “CoC”). As the Lead Agency, the HPHA is coordinating this year’s RFI solicitation and Continuum of Care application. This RFI solicitation shall be for services provided only in Kauai, Maui and Hawaii Counties.

The 2009 NOFA’s SHP and S+C, are administered by the HUD and are authorized under the McKinney-Vento Homeless Assistance Act 42 United States Code 11381 (hereinafter “42U.S.C. 11381”).

The purpose of the SHP is to promote the development of supportive housing and supportive services in an effort to enable homeless persons to live as independently as possible. The S+C program provides rental housing assistance to homeless persons with disabilities and the families of such persons, in conjunction with various supportive services.

B. CoC Participation and Coordination of Services

An interested applicant/project sponsor is expected to actively participate in their respective counties’ Continuum of Care and is expected to coordinate services with private and public agencies in the community. Active participation includes but is not limited to: attendance to general and subcommittee meetings, chairing a subcommittee and participating in activities of the respective CoC.

C. Description of the Balance of State Continuum of Care Application. HUD’s 2009 NOFA is comprised of two (2) parts:

1. Exhibit 1 describes the Balance of State’s progress in each of the following categories: 1) CoC Housing, Services and Structure, 2) Homeless Needs and Data Collection, 3) CoC Strategic Planning, 4) CoC Performance, and 5) Emphasis on Housing Activities. HUD scores the Balance of State’s application based on the information provide in Exhibit 1.
2. The emphasis on housing activities is a significant scoring category in Exhibit 1 application. Points are awarded based on the relationship between funds requested for housing activities and funds requested for supportive services activities among new and renewal projects. **As a result of HUD’s “Emphasis on Housing Activities” scoring criteria, NO new supportive services only SHP projects will be included in the 2009 Balance of State CoC application.**

3. Exhibit 2 contains all information specific to projects requesting new or renewal funding in the 2009 NOFA competition. Each project sponsor must submit an Exhibit 2 application for each of its new or renewal projects.
4. For 2009 HUD has set the Hawaii Balance of State's Continuum of Care Preliminary Pro Rata Need (hereinafter "PPRN") at \$674,827.00. The PPRN is the amount of funds a CoC can receive based upon the geographical jurisdiction as determined by HUD. SHP renewal projects total \$464,367. Therefore the balance of the PPRN is \$210,460.00 for new permanent housing projects. The new permanent housing project can be SHP or S+C projects.
5. SHP renewal projects shall be limited to **ONE (1) YEAR** of renewal funding. To qualify as an SHP renewal project, a grant must expire during calendar year 2010 (January 1, 2010 - December 31, 2010). There are 10 SHP renewal projects expected to submit one (1) year renewal applications.
6. Only projects ranking above the Hawaii Balance of State CoC's PPRN amount of \$674,827.00 will be included in the 2009 CoC application. Projects funded through the PPRN amount are new and renewal SHP projects,. **All projects scored and ranked below the PPRN WILL NOT be included in the 2009 CoC application.**
7. S+C renewals projects do NOT count against a CoC's PPRN and are currently awarded one (1) year renewal grants through separate HUD funding. S+C renewal projects, however, are still required to submit proposals to be included in the CoC application. S+C projects may request only one (1) year renewals.
8. After the initial five (5) year grant term, S+C renewal projects may renew at the number of units under lease at the time of application submission. This is another advantage of S+C projects. Usually this means renewing at a higher number of units and ultimately an increase in funding.
9. **Permanent Housing Bonus (PHB).** In the 2009 CoC NOFA, the permanent housing bonus is no longer limited to chronically homeless persons. Homeless disabled individuals and families are now also eligible under the PHB. The State is accepting only permanent housing projects with no supportive services under this RFI for the permanent housing project.

D. Target Populations.

The target population is homeless individuals and/or families as defined in the 42 United States Code 11431 (hereinafter 42 U.S.C. 11431), as follows:

1. An individual who lacks a fixed, regular, and adequate nighttime residence; and
2. An individual who has a primary nighttime residence that is:
 - a. A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill);
 - b. An institution that provides a temporary residence for individuals intended to be institutionalized; or

- c. A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.
- 3. In addition a chronically homeless person as defined by HUD must be an unaccompanied individual with a disabling condition who has been continuously homeless for a year or more or has experienced four (4) or more episodes of homelessness over the past three (3) years.
 - a. A disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423);
 - b. A physical, mental, or emotional impairment which:
 - 1) Is expected to be of long-continued and indefinite duration;
 - 2) Substantially impedes and individual's ability to live independently;
 - 3) Of a nature that could be improved by more suitable housing conditions (e.g., a substance abuse disorder if the person's impairment could be improved by more suitable housing conditions);
 - c. A developmental disability as defined in Section 102 of the Developmental Disabilities Assistance and Bill of Rights Act of 2000; or
 - d. The disease of acquired immunodeficiency syndrome (hereinafter "AIDS") or conditions arising from the etiologic agency for AIDS.
- 4. Furthermore, projects providing transitional housing, Safe Haven that do not provide permanent housing, and CoC projects providing supportive services may also serve:
 - a. Persons who are facing eviction within one (1) week from a private dwelling unit and no subsequent resident has been identified and the person lacks the resources and support network need to obtain housing, or
 - b. Persons who are to be discharged within one (1) week from an institution in which the person has been a resident for 30 or more consecutive days and no subsequent residence has been identified and he/she lacks the resources and support network needed to obtain housing.

E. Geographic Location

The geographic locations and codes covered under this CoC application are: Hawaii County - 159001; Kauai County - 159007, and Maui County - 159009.

F. Sources of Funding

Funding availability for the 2009 NOFA may be available in spring 2010, and contingent upon the availability of funds appropriated by the United State Congress and allocated by HUD.

G. Term of Contracts

1. **Renewal Programs.** All SHP and S+C current contracts whose time of performance ends in calendar year 2010 (January 1, 2010 through December 31, 2010) are eligible for only one (1) year of renewal funding. Acquisition,

Rehabilitation, and New Construction SHP activities are not eligible for renewal funding.

2. New Programs Initial Term of Assistance:
Acquisition, Rehabilitation, and New Construction SHP activities are not eligible for new funding.

SHP

- New SHP projects may be for two (2) or three (3) years.
 - New HMIS projects may be for one (1), two (2), or three (3) years.
3. Conditions for Extension. The option to extend the Contract will be at the sole discretion of the State and HUD.

H. Budget and Financial Requirements.

1. Payments shall be made in monthly or quarterly disbursements upon submission of invoices and financial reports pursuant to specific written instructions from the State. Payments shall be made in accordance with the approved budget and the Compensation and Payment Schedule prescribed by the STATE. Payments shall be subject to the availability of funds and the satisfactory performance of all terms and conditions.
2. 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 of the Hawaii Revised Statutes.

II. General Requirements

A. Data Universal Numbering System (DUNS) Number Guide. An interested applicant/project sponsor is required to obtain a DUNS Number for Federal grant registration purposes. The DUNS Number verifies the legal name, physical address, trade style or does business as (hereinafter “dba”) for each organization and is the initial step in the Central Contractor Registration (hereinafter “CCR”) process. Registering in the CCR is also a requirement for applying and obtaining federal funding. An interested applicant/project sponsor is required to provide their DUNS number and be registered in the CCR as a prerequisite for submitting an Exhibit 2 application. For information on how to obtain a DUNS Number and register in the CCR please use the following URL: <http://www.hud.gov/grants/index.cfm>.

B. E-snaps Electronic Submission for Applications. An interested applicant/project sponsor is strongly encouraged to review training materials about e-snaps that are available on HUD’s Homeless Resource Exchange (hereinafter “HRE”) at www.hudhre.info and to watch the 2009 Continuum of Care NOFA broadcast at <http://www.hudgov/webcasts/archives/homespecneed.cfm> which provides an overview of the 2009 NOFA and instructions for e-snaps.

1. HUD requires an electronic submission for the CoC application through a system called E-snaps. E-snaps is available at www.hud.gov/esnaps or can be accessed from HUD’s HRE. An interested applicant/project sponsor submitting CoC grant proposals for the 2009 competition must process their Exhibit 2

applications through E-snaps. Additionally, the State requests hard copies of these Exhibit 2 applications that are detailed in Section 3 of this RFI and in Section 5 under the proposal application checklist.

2. An interested applicant/project sponsor must establish an e-snaps user ID and password before accessing the SF-424 and ultimately the Exhibit 2 proposal documents. Step by step instructions are included in the SF-424 training module located at: <http://esnaps.hudhre.info/training/>. An interested applicant/project sponsor must complete the SF-424 forms in order to access the Exhibit 2 application. Please make sure that you use HI-500, Hawaii Balance of State CoC as the CoC name and number in your Exhibit 2 application.
3. HUD and the HPHA strongly suggest utilizing the “Export to PDF” function in e-snaps to print a hard copy of all submission documents for your records and for those documents required by HPHA.
4. **New SHP and Renewal SHP Projects Administered by Non-State Entities as defined in Section 1.II. These projects must be submitted into e-snaps by the non-state entity. The STATE is not the Applicant.**
 - a. Establish an e-snaps user ID and password and use the SF-424 training module to register and create an e-snaps profile. If you already established this in the 2008 competition, you will not have to create a new one. You will have to provide all the required SF-424 forms again for the 2009 competition, however.
 - b. Please remember to complete and upload all attachments and required documents for the SF-424. These are also required as hard copies with your RFI proposal documents. After you have created the SF-424 profile, complete your Exhibit 2 application documents through your e-snaps profile. The Exhibit 2 section should be completed thoroughly with great attention to detail. Please upload all required documents into the Exhibit 2 where necessary and provide these hardcopies with your RFI proposal application.
 - c. When you are finished and arrive at the submission summary page, please **submit** your Exhibit 2 into e-snaps. Be sure you have identified HI-500, Hawaii Balance of State CoC in your Exhibit 2 application. If you have any questions please contact Carlos Peraro, Homeless Programs Specialist at 832-5868 or carlos.m.peraro@hawaii.gov.
5. **New S+C and Renewal SHP & S+C Projects Administered by the State as defined in Section 1.II. Please note that all new and renewal S+C must be submitted through e-snaps and administered by the State. The STATE is the applicant.**
 - a. Establish an e-snaps user ID and password and use the SF-424 training module to register and create an e-snaps profile. If you already established this in the 2008 competition, you will not have to create a new one. You will not have to upload SF-424 forms into e-snaps as this will be done by HPHA as the applicant. Complete the minimum amount of forms in the SF-424 profile that will allow you to proceed to the Exhibit 2 documents.

- b. After you have completed the SF-424 portion, proceed to complete your Exhibit 2 application documents through your e-snaps profile. The Exhibit 2 section should be completed thoroughly with great attention to detail. Please upload all required documents into the Exhibit 2 where necessary and provide these hardcopies with your RFI proposal application.
- c. When you are finished and arrive at the submission summary page, **DO NOT submit** your Exhibit 2 into e-snaps. Please provide Carlos Peraro with your user name and password so that your Exhibit 2 documents can be copied and entered into the HPHA's e-snaps profile. If you have any questions please contact Carlos Peraro, Homeless Programs Specialist at 832-5868 or carlos.m.peraro@hawaii.gov.

C. Matching and Leveraging of Funds. Matching or leveraging requirements are required for the proposed projects in this RFI.

1. The interested applicant/project sponsor shall demonstrate the capability to coordinate, integrate, match, and/or leverage the project(s) with other mainstream services such as health care, social services, and employment programs for which homeless populations may be eligible.
2. Written matching and/or leveraging commitments are required in your RFI proposal. Written agreements shall be documented on letterhead stationery, signed and dated by an authorized representative, and shall at a minimum, contain the following elements: the name of the organization providing the contribution; the type of contribution (e.g., cash, child care, case management, etc.); the values of the contribution; the name of the project and its sponsor organization to which the contribution will be given; and the date the contribution will be available. Documentation of the project's match requirement must be maintained in the grantee's financial records on a grant specific basis. HUD may request match documentation in accordance with program requirements stated above.

D. CoC Participation and Coordination of Services

The interested applicant/project sponsor is expected to demonstrate active participation their respective Continuum's planning and coordination processes. CoC participation scoring and evaluation shall be based on the following criteria:

1. Participation in the Continuum of Care process,
2. General meeting attendance,
3. Subcommittee attendance and CoC activities planning and participation,
4. The capability to coordinate services with other agencies and resources in the community.
5. The interested applicant/project sponsor is expected to demonstrate the ability to coordinate services with private and public agencies in order to facilitate a broad range of social services for which homeless persons may be eligible.

E. Homeless Management Information System (HMIS). The collection of information for persons experiencing homelessness is required by HUD. The HMIS assists in providing unduplicated counts of homeless persons as well as client and program level data for all CoC programs statewide. The interested applicant/project sponsor receiving federal, state, and local funds is required to participate in the HMIS. Domestic Violence providers are exempt from participating in the HMIS based on the 2005 Violence Against Women Act.

F. Federal Requirements

1. The interested applicant/project sponsor shall complete the applicable federal certifications as listed in Section 3.VI.A.
2. Projects funded under this NOFA shall operate in a fashion that does not deprive any individual of any right protected by the Fair Housing Act (hereinafter "42 U.S.C. 3601-19"), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964 (hereinafter "42 U.S.C. 2000d"), and the Age Discrimination Act of 1975 (hereinafter "42 U.S.C. 6101").
3. The interested applicant/project sponsor shall comply with the Office of Management and Budget's Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations." Agencies must be audited if they expend more than \$500,000 in Federal grants in a fiscal year.
4. Housing Quality Standards. The interested applicant/project sponsor shall comply with the housing quality standards for acceptable conditions for sanitary facilities, food preparation and refuse disposal, space and security, thermal environment, illumination and electricity, structure and materials, interior air quality, water supply, lead-based paint, accessibility, site and neighborhood, and fire safety. Inspections must be completed prior to the signing of a lease. Follow up inspections of housing units must be completed to insure that the units meet acceptable occupation standards and to insure that rehabilitation has been performed in accordance with regulations. Units shall be inspected on an annual basis and upon a change of tenancy.

III. Service Activities

Eligible projects identified under the 2009 Notice of Funding Availability (NOFA) for the CoC Homeless Assistance Program are:

- SHP projects new and renewal,
- S+C projects new and renewal, and
- SRO new only

A. The Supportive Housing Program. The purpose of the SHP is to promote the development of supportive services, including innovative approaches to assist homeless persons and families in the transition from homelessness, and to promote the provision of supportive housing to homeless persons to enable them to live as independently as possible. HUD has established four (4) basic goals for each SHP project:

- Help program participants obtain and remain in permanent housing,
- Help participants increase skills and income,
- Help participants achieve greater self-determination.
- Maintenance, support and development of the HMIS

As a result of HUD’s Emphasis on Housing Activities scoring criteria, NO new supportive services only SHP projects will be included in the 2009 Balance of State CoC application.

1. **Term of the Grant.** New SHP grants are for two (2) or three (3) years. Renewal grants are for one (1) year.
2. **Eligible Participants.** See [section 2.D.2](#) Target Population for eligible homeless participants,
3. **Program Components.** SHP has four (4) available program components. The program components include a) Transitional Housing, b) Permanent Housing for Homeless Persons with Disabilities, c) Innovative Supportive Housing, and d) Safe Havens.
 - a. **Transitional Housing.** Supportive housing is used to facilitate the movement of homeless individuals and families to permanent housing. Transitional housing can be provided in one (1) structure or several structures, at one (1) site or in multiple structures at scattered sites. Homeless persons may reside in transitional housing for up to 24 months, unless permanent housing has not been located or the resident needs more time to prepare for independent living. An additional six (6) months of follow up services may also be provided to exiting TH clients.

Eligible activities under the transitional housing component include:

- 1) Leasing;
- 2) Operations;
- 3) Supportive Services; and
- 4) Administration.

- b. **Permanent Housing for Homeless Persons with Disabilities.** Long term, community-based housing that provides supportive services for homeless persons with disabilities. Permanent housing enables special needs populations to live as independently as possible in a permanent setting. Length of stay in permanent housing structures can be for an indefinite duration.

The SHP funds used for permanent housing maybe used to house 16 or fewer persons in a single structure. For more than 16 people an explanation is required as to how local market conditions necessitate the size. Structures may include most housing types. They can be apartments, single family houses, duplexes, group homes, or single-room occupancy units. Permanent housing can be provided in one structure or several structures, at one site or in multiple structures at scattered sites.

Eligible activities under the permanent housing for homeless persons with disabilities component include:

- 1) Leasing,
- 2) Operations,
- 3) Supportive Services, and
- 4) Administration.

c. **Innovative Supportive Housing.** An innovative project must demonstrate that it meets three criteria:

- 1) It represents a distinctively different approach when viewed within its geographic area,
- 2) It is a sensible model for others,
- 3) It can be replicated elsewhere. An applicant should not propose a project under this component unless a compelling case is made that these criteria can be met.

Eligible activities under the innovative supportive housing component include:

- 1) Leasing;
- 2) Operations;
- 3) Supportive Services; and
- 4) Administration;

d. **Safe Havens.** A safe haven is a form of supportive housing that serves hard to reach homeless persons with severe mental illness who are on the street and have been unable or unwilling to participate in housing or supportive services.

Safe Haven projects must comply with the SHP requirements to conduct an on-going assessment of client needs for services. Safe haven projects must also make services available to the participants that address the special needs of the clients. Safe Havens must serve hard to reach persons with severe mental illnesses who are on the streets and have been unable or unwilling to participate in supportive services, allow 24-hour residence for an unspecified duration, have private or semi-private accommodations, limit overnight occupancy to no more than 25 persons, include a drop-in center as part of outreach activities, and be a low demand facility where participants have access to needed services, but are not required to utilize them.

Eligible activities under the safe haven component include:

- 1) Leasing;
- 2) Operations;
- 3) Supportive Services; and
- 7) Administration.

- e. The HPHA is accepting HMIS renewal projects for the 2009 CoC competition. These projects will be evaluated according to the scoring criteria set forth in Section 4 of this RFI for HMIS renewal projects. In the 2009 competition, the State will only accept one (1) year renewal projects. No new HMIS projects will be considered in the 2009 CoC competition. The State has determined that these projects not only ensure viability for the HMIS but are necessary to disseminate and analyze the data from statewide service providers.

4. **Eligible and Ineligible Activities.** There are seven (7) activities under the SHP only four (4) activities described below are eligible activities:

- 1) Leasing;
- 2) Operations;
- 3) Supportive Services; and
- 4) Administration.

Ineligible Activities under all components include:

- 1) Acquisition;
- 2) Rehabilitation; and
- 3) New Construction.

- a. **Leasing.** Leasing is an eligible activity under all SHP components. Grantees may use leasing funds to lease structures to provide supportive housing or supportive services to clients or to lease individual units during the period covered by the grant. The funds designated for leasing may only be used for the actual costs of leasing a structure or unit. For a more robust description of the leasing activity, visit section D of the SHP desk guide at <http://hudhre.info/index.cfm?do=viewShpDeskguide>

- b. **Operations.** Operating costs are those costs associated with the day-to-day physical operation of supportive housing facilities. Actual expenses for ongoing assessments for residents are eligible. SHP funds may not be used for the cost of operating a supportive services only facility.

Eligible operating costs include; maintenance and repair, operations staff, utilities, equipment, supplies, insurance, relocation, and furnishings. Additional examples of eligible and ineligible operations costs are given in section D of the SHP desk guide.

- c. **Supportive Services.** SHP funds may be used to pay for the actual costs of new or increased supportive services to homeless persons, including salaries paid to providers and other costs directly associated with providing such services. A full description of eligible and ineligible supportive services costs are given in section D of the SHP desk guide.
- d. **Administration.** Up to five percent (5%) of any grant awarded under SHP may be used for the purpose of paying costs of administering the assistance. 24 CFR 583.135 (b) defines administrative costs as the costs associated with accounting for the use of grant funds, preparing reports

for submission to HUD, obtaining program audits, similar costs related to administering the grant after the award, and staff salaries associated with these admin costs. They do not include the costs of carrying out acquisition, rehabilitation, new construction, leasing, supportive services or operating costs.

5. **Match Requirements.** Match is a cash payment for the provision of supportive services, HMIS, and operating costs. During the technical submission phase, grantees are required to submit documentation of firm commitments for the cash match. Per HUD, match requirements are to be made by cash and paid by the end of each operating year. Matching funds used must be reported on in the Annual Performance Report (hereinafter “APR”).
 - a. Interested applicant/project sponsor can request no more than 80% of the SHP total costs for the provision of supportive services, including a HMIS project in their application for funding. Interested applicant/project sponsor must match the remaining 20% of the total costs with funds from other sources.
 - b. SHP funds can be used to pay up to 75% of the total operating costs in each year of the grant term. Interested applicant/project sponsor must match the remaining 25% of the total costs with funds from other sources. Resident rent and fees can be used to satisfy the match requirement for TH, SH, and PH components provided that the funds are used to cover costs associated with eligible SHP activities.

B. The Shelter Plus Care Program. This program is designed to provide housing and supportive services on a long term basis for homeless persons with disabilities, and their families who are living in places not intended for human habitation or emergency shelters. The program allows for a variety of housing choices, and a range of supportive services funded by other sources.

1. **Term of the Grant.** New TRA and SRA grants are for five (5) years. New PRA grants without rehab are for five (5) years.
2. **Eligible Participants.** Persons must be both homeless and disabled. In the case of homeless households, at least one (1) adult member must be considered disabled as stated in section 2.D.2 Target Population.
3. **Program Components.** Program grants are used for the provision of rental assistance payments through three (3) components:
 - 1) Tenant-based Rental Assistance (hereinafter “TRA”),
 - 2) Sponsor-based Rental Assistance (hereinafter “SRA”), and
 - 3) Project-based Rental Assistance (hereinafter PRA”).
 - a. **Tenant-based Rental Assistance component.** Under the TRA component, an interested project sponsor may request funds to provide rental assistance on behalf of program participants who choose their own

housing units. If participants move, they may take their rental assistance to the new housing unit.

- b. **Sponsor-based Rental Assistance component.** Under the SRA component, an interested project sponsor may request grant funds to provide rental assistance through a contract with a nonprofit organization, called a sponsor. The units to be used must be owned or leased by the sponsor. After a grant is awarded, the project sponsor may change sites provided the project sponsor continues to own or lease the property and the grantee continues to serve the overall number of persons stated in their application.
- c. **Project-based Rental Assistance component.** Under the PRA component, an interested project sponsor may request grant funds to provide rental assistance through a contract with a building owner. An interested project sponsor must enter into contract with the building owner for the full term of assistance. The owner must agree to accept eligible S+C participants for this term of assistance. New project assistance will be for five (5) years.

No rehabilitation allowed under the PRA.

- d. **SRO-based Rental Assistance component.** No rehabilitation allowed under SRO SRO-based rental assistance component.
4. **Eligible Activities.** Rental assistance is the only eligible activity under the S+C program. The interested project sponsor must provide supportive services in an amount at least equal to the rental assistance provided during the term of the grant. Rental assistance also includes up to one (1) month's rent each for a security deposit and damage payment, and costs up to eight percent (8%) of the grant for administering the housing assistance for TRA, SRA and PRA components. This assumes an interested project sponsor is serving the numbers proposed in their original grant application.
5. Administration includes processing rental payments to landlords, examining participant income, inspecting units for compliance with housing quality standards as outlined in 24 CFR 882.109 and 882.803 (b), and receiving participants into the program.

S+C grant funds may not be used for preparing reports to HUD or conducting audits of the grant.

6. **Match Requirements.** Applicants must match the aggregate amount of S+C assistance with supportive services. The match is overall, not year by year. Each participant need not receive the same amount of services as rental assistance. The match is not component-by-component, but overall.

The following items are eligible for match: salaries paid to staff providing supportive services to participants; the value of supportive services provided to participants by other organizations or professionals; supportive services

provided by volunteers; the prorated value of any lease on a building used for supportive services; and the cost of outreach services.

7. **Eligible Structures.** With the exception of the SRO component, housing units may be of any type. All units must meet applicable Housing Quality Standards (hereinafter “HQS”) found in 24 CFR 882.803 (b), and 24 CFR 882.109. The HQS set acceptable conditions for interior living space, building exterior, heating and plumbing systems, and general health and safety. Additional information on eligible structures for TRA, SRA, PRA, and SRO can be found in 24 CFR part 582.
8. **Relocation and Real Property Acquisition.** The S+C program is subject to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (hereinafter “URA”) and additional relocation requirements in Section 582.335 of the regulations.
9. **Total Grant Amount.** The S+C grant is an amount reserved for rental assistance over the life of the grant. The size of the grant is the number of units proposed times the Fair Market Rents (hereinafter “FMR”) times the length of the grant period. Current FMRs are located at www.huduser.org. Please note that the maximum available for a new S+C grant is the balance remaining after all of the one year renewal SHP projects have been subtracted from the FPRN. For group homes, use the FMR applicable to the unit size being leased. Once the grant is awarded grantees must serve at least as many participants as shown in their grant application.
10. **The S+C Subsidy.** The S+C subsidy is the difference between the contract rent and the rent paid by the tenant for the unit.
 - a. **Contract Rent.** For TRA, SRA, and PRA components, the contract rent is the actual rent for the dwelling units. If the applicant will pay utilities, the rent can include the utilities. The project sponsor must determine that contract rents are reasonable in relation to rents being charged for comparable unassisted units. Rents for S+C assistance cannot be higher than rents currently being charged for comparable unassisted units.
 - b. **Tenant Rent.** Some of the contract rent will be paid by participants, although some participants may not have an income upon entrance into the program. Each tenant’s rent must be the higher of: 1) 30% of their adjusted monthly income; 2) 10% of their monthly gross income; or 3) their welfare rent.

- C. Output and Outcome Performance Measurements.** The interested applicant/project sponsor shall demonstrate the ability to meet the specific goals and outcomes within the context of the SHP and S+C programs. The interested applicant/project sponsor shall be able to measure achievements relating to housing assistance and type of supportive services. The successful achievement of milestones should be verifiable quantitatively.

The interested applicant/project sponsor must project what percentage of participants shall achieve the goals listed below. The sub grantee must also be

able to measure the actual numbers and percentages relating to these projections.

1. **Obtain and remain in Permanent Housing.** Goals should identify how your agency will help homeless persons obtain and remain housed for six (6) months or longer. These goals shall identify projected numbers to be served.
2. **Increase Skills and Income.** Goals should identify how homeless persons will access mainstream health and human services programs, and how your agency will achieve the goal of increasing the income of homeless participants. These goals shall identify projected numbers to be served.
3. **Achieve Greater Self-Determination.** Goals should identify how homeless persons will achieve greater self-determination through personal enrichment, life skills courses, etc. These goals shall identify projected numbers to be served.

HPHA strongly encourages all applicants and/or project sponsors and other interested stakeholders to read the 2009 NOFA in its entirety.

[END OF SECTION]

Section 3 Proposal Application Instructions

General instructions for completing applications:

1. *Proposal Applications shall be submitted to the HPHA using the prescribed format outlined in this section.*
2. *The Applicant/Project Sponsor shall originals and copies as state in Section 1. VI.*
3. *The numerical outline for the application, the titles/subtitles, and the Applicant/Project Sponsor organization and RFI identification information on the top right hand corner of each page should be retained.*
4. *Page numbering of the Proposal Application should be consecutive, beginning with page one and continuing through for each section. See sample table of contents in Section 4.*
5. *Proposals must be submitted bound with a 2 or 3 prong fastener.*
6. *Tabbing of sections is required.*
7. *The Applicant/Project Sponsor must also include a Table of Contents with the Proposal Application. A sample format is reflected in Section 5, Attachment B of this RFP.*
8. *A written response is required for each item unless indicated otherwise. Failure to answer any of the items will impact upon an Applicant's/Project Sponsor's score.*
9. *Applicants/Project Sponsors are strongly encouraged to review evaluation criteria in Section 4, Proposal Evaluation when completing the proposal.*
10. *This form (SPO-H-200A) is available on the SPO website (www.spo.hawaii). However, the form will not include items specific to each RFI. When using the website form, the Applicant must include all items listed in this section.*

The Proposal Application consists of the following required sections:

- *Proposal Application Identification Form (SPOH-200)*
- *Table of Contents*
- *Project Information*
- *Administrative Requirements*
- *Federal Requirements*

I. Program Overview

The applicant/project sponsor shall give a brief overview to orient evaluators as to the program/services being offered. The applicant/project sponsor shall clearly and concisely summarize the content and purpose of the proposal in such a way as to provide the State with a broad understanding of the entire proposal. The applicant/project sponsor shall include a description of their organization, the goals and objectives relating to the program/services, and how the proposed services will address the problems or needs identified in Section 2 of this RFI.

II. Experience and Capability

A. Necessary Skills

The applicant/project sponsor shall demonstrate that it has the necessary skills, abilities, and knowledge relating to the delivery of the proposed services.

B. Experience

The HPHA requires that the applicant/project sponsor have at least one (1) year of experience with the project area for which the proposal is being made. The applicant/project sponsor shall provide a description of projects/contracts pertinent to the proposed services. The applicant/project sponsor shall include points of contact, addresses, and e-mail/phone numbers. The State reserves the right to contact references to verify experience.

C. Quality Assurance and Evaluation

The applicant/project sponsor shall describe its plans for quality assurance and evaluation for the proposed services, including methodology.

D. Participation in the Continuum of Care

1. The applicant/project sponsor shall demonstrate participation in its respective Continuum of Care. The State reserves the right to contact the CoC regarding the applicant's stated participation and attendance.
2. The applicant/project sponsor shall identify the staff person(s) and/or position(s) attending the CoC meetings and describe the authority the staff person has to make commitments on behalf of the agency.
3. The applicant/project sponsor shall describe the extent of its subcommittee participation. The applicant/project sponsor should include the type of subcommittee attended, number of meetings attended from January 2008 to December 2008, and whether or not their organization has a chair or member on the subcommittee.

E. Facilities

The applicant/project sponsor shall provide a description of its facilities and demonstrate its adequacy in relation to the proposed services. If facilities are not presently available, describe plans to secure facilities. Also, describe how the facilities meet ADA requirements, as applicable and special equipment that may be required for the services.

III. Project Organization and Staffing

A. Staffing

1. Proposed Staffing

The applicant/project sponsor shall describe the proposed staffing pattern, client/staff ratio and proposed caseload capacity appropriate for the viability of the services.

2. Staff Qualifications

The applicant/project sponsor shall provide the minimum qualifications (including experience and credentials) of the staff assigned or projected staffing for the program. Please 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/experience of each staff position. Services must be provided by persons with training and/or expertise appropriate to the type of service offered. Staff must be capable of assessing the needs of the targeted population.

B. Project Organization

1. Supervision and Training

The applicant/project sponsor shall describe its ability to supervise, train and provide administrative direction relative to the delivery of the proposed services.

2. Organization Chart

The applicant/project sponsor 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" organization charts shall be attached to the Proposal Application.

IV. Service Delivery

- A.** The applicant/project sponsor shall describe its approach to applicable service activities and management requirements from Section 1 of this RFI.

- B. Renewal Project Proposals.** The applicant/project sponsor shall clearly describe their proposed program within the parameters defined by HUD in Sections 2A, 2B, and 2C of this RFI.

Renewal project proposals must complete the renewal project summary sheet found in Section 5 of this RFI and submit this summary with your proposal application. This summary sheet will be instrumental in evaluating your proposal.

- C. New Project Proposals.** The applicant/project sponsor shall clearly describe their proposed program within the parameters defined by HUD in Sections 2A, 2B, and 2C of this RFI.

New project proposals must complete the new project summary sheet found in Section 5 of this RFI and submit this summary with your proposal application. This summary sheet will be instrumental in evaluating your proposal.

- D. Performance Outputs and Outcomes Measurements**

The applicant/project sponsor must clearly describe outcome measures, benchmarks and data collection methods relative to the proposed scope of services. The program's objectives and outcomes should be appropriate and achievable with regard to the targeted client base, the stated problem, and the proposed service activities.

Both New and Renewal Projects must submit the 2009 HUD-96010 Program Outcome Logic Model.

Renewal projects must submit their most recent APR. The most recent APR will be used to evaluate all renewal projects in Section 4 of this RFI.

V. Financial

A. Pricing Structure

1. Please include your written commitments for all project match and/or leveraging. The written agreements shall be documented on letterhead stationery, signed and dated by an authorized representative, and shall at a minimum, contain the following elements: 1) the name of the organization providing the contribution; 2) the type of contribution (e.g., cash, child care services, case management services, etc.); 3) the monetary value of the contribution; 4) the name of the project; 5) the date the contribution will be available and 6) the sponsor organization to which the contribution will be made.
2. **Housing Emphasis.** A portion of the applicant's /project sponsor's proposal shall be evaluated on the relationship between funds requested for housing activities and funds requested for supportive services activities among new and renewal projects. Housing activities include all approvable requests for funds for rental assistance and approvable requests for acquisition, rehabilitation, construction, leasing and operations when used in connection with housing. HMIS costs and administrative costs are excluded from this

calculation percentage of the applicant's grant request for housing related expenses. Housing related expenses include, but are not limited to, SPC rental assistance, housing operations, and the cost of leasing housing. HMIS costs and administrative costs will be excluded from this calculation. The emphasis on housing activities is used by HUD to score the CoC grant application.

3. Prior to an executed contract the successful applicant/project sponsor shall submit a cost proposal including but not limited to, personnel, subcontractors, travel expenses, equipment, and supplies according to the allowable expenditures. Applicable budget forms are provided below.
4. Cost payments reflect a purchase arrangement in which the State pay the applicant for budget costs that are projected to be incurred in delivering the services specified in the contract. Payments shall be made only up to the maximum obligation as agreed upon contractually.
5. State Procurement Office (SPO) budget forms are not required to be submitted in your agency's proposal. However, the State and HUD require that all budget forms be completed in your Exhibit 2 e-snaps application and included in the hardcopies requested with the proposal application. This includes all project budgets explicitly detailing what HUD will be paying for if your project is accepted. E-snaps will provide a Quantity column to explain in writing the amounts your project is requesting. E-snaps will generate a summary budget after all costs have been entered.

The amount requested for your Permanent Housing Bonus project shall not exceed \$101,224.00. The amount requested for the balance of the PPRN project shall not exceed \$210,460.00. The CoC grant will be scored higher for a higher percentage of its new projects allocated to permanent housing projects

Renewal projects must be renewed for the same amounts and services currently allowable under your renewal grant. If your project is over budget or cannot meet applicable match requirements, the State may reject your proposal or ask that your proposal be revised.

B. Other Financial Related Materials

In order to determine the adequacy of the applicant's accounting system, the following documents are requested as part of the Proposal Application.

1. Latest single audit report.
2. Latest audit which meets the requirements of the Office of Management and Budget Circular A-133.
3. Any response to the audit findings for the latest single audit.

VI. Administrative Requirements

- A. Federal Applicant Documents.** These documents are to be submitted electronically through e-snaps for each applicant/project sponsor.
1. **SF-424 Application for Federal Assistance.** Submit one SF-424 for each applicant applying for one (1) or more projects in the CoC. Each SF-424 must also include the applicant's DUNS number. Please see the General Section of the 2009 NOFA for more information on obtaining a DUNS number and CCR Registration.
 2. **The SF-424 Supplement, Survey on Ensuring Equal Opportunities for Applicants.** This form is for private nonprofit applicants only and completion/submission of this survey is voluntary.
 3. **Documentation of Applicant Eligibility.** All applicants must attach documentation of eligibility.
 4. **SF-LLL, Executed Disclosure of Lobbying Activities.** This form will be completed by the State for all projects in which the State is the applicant. All applicants are responsible for completion of this document. All new SHP proposals are required to apply as the direct grantee.
 5. **HUD 40090-4, Applicant Certifications.** This form will be completed by the State for all projects in which the State is the applicant. All direct grantees are responsible for completion of this document. All new SHP proposals are required to apply as the direct grantee.
 6. **HUD-2880, Applicant/Recipient/Disclosure/Update Report.**
 7. **HUD-2991, Certification of Consistency with the Consolidated Plan.**

- B. Applicant/ Project Sponsor Applicant Document.** These documents are to be submitted electronically through e-snaps for each applicant/project sponsor.

Applicant/Project Sponsor Code of Conduct. HUD must have a Code of Conduct for every agency submitting a project application. The current list of agencies that have a Code of Conduct filed with HUD is available at <http://www.hud.gov/offices/adm/grants/codeofconduct/cconduct.cfm>. If your agency is not listed, you must upload your agency's Code of Conduct as an attachment on e-snaps.

- C. Required Exhibit 2 Charts, Narratives and Attachments**

These documents are to be submitted electronically through e-snaps for each project.

1. **HUD 40090-2:** the project application with charts and narratives completed as applicable.
2. Please note that the HUD defined name for the Bridging the Gap Continuum

of Care is **Hawaii Balance of State CoC**, and the CoC number is **HI-500**. All projects located on the rural counties or with the State as the applicant must use this number when filling out Exhibit 2 documents.

3. Only applicant/project sponsors for new projects must include information related to eligibility as defined in the NOFA.
4. HUD-96010, Program Outcome Logic Model. This form must be completed and attached to your Exhibit 2 application.

C. Proposal Submittals

1. Applicant (Non-State) Administered Projects

Submit the SF-424 and Exhibit 2 documents to e-snaps at www.hud.gov/esnaps or www.hudhre.info/esnaps.

2. Project Sponsor (State) Administered Projects

E-mail Carlos Peraro, Homeless Program Specialist at carlos.m.peraro@hawaii.gov and provide him with your e-snaps user name and password so that he can copy your Exhibit 2 documents into the State's e-snaps profile.

3. Proposal Submittal

See Section 1. VI. Proposal Submittal instructions.

VII. Other

A. Litigation

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

[END OF SECTION]

Section 4 Proposal Evaluation

I. Introduction

The evaluation of proposals received in response to this RFI will be conducted comprehensively, fairly, and impartially. Structural, quantitative scoring techniques will be utilized to maximize the objectivity of the evaluation.

All proposals will be initially reviewed to determine if the proposed project meets the minimum requirements for participation in the CoC program. Particularly, proposals must 1) be submitted by an eligible agency; 2) serve eligible CoC beneficiaries; 3) contain eligible activities appropriate for the population to be served; 4) be financially feasible and cost effective. Proposals that do not meet any of these minimum requirements will be returned to the proposing agency.

II. Evaluation Process

The procurement officer or an evaluation committee of designated reviewers selected by the head of the state purchasing agency or procurement officer shall review and evaluate proposals. When an evaluation committee is utilized, the committee will be comprised of individuals with experience in, knowledge of, and program responsibility for program service and financing.

The HPHA reserves the right to request written clarifications or revisions during the evaluation process. The State reserves the right to award renewal grants provided that the applicant has not exhibited serious capacity issues in prior grants, including performance and financial problems, or unresolved monitoring findings for which there is no evidence that the grantee is working towards appropriate resolution.

The evaluation will be conducted in three phases as follows:

- A. Phase 1 - Evaluation of Proposal Requirements
- B. Phase 2 - Evaluation of Proposal Application
- C. Phase 3 - Recommendation for Award

Evaluation Categories and Thresholds

<u>Evaluation Categories</u>	<u>Possible Points</u>
Administrative Requirements	Required
Proposal Application	
Program Overview	0 points
Experience and Capability	30 points
Project Organization and Staffing	10 points
Service Delivery	50 points
Financial	10 points
TOTAL POSSIBLE POINTS	100 Points

III. Evaluation Criteria

A. Phase 1 - Evaluation of Proposal Requirements

1. Administrative Requirements

- a. All Items on the Proposal Application Checklist
- b. All e-snaps requirements as outlined in Section 3 VI of the RFI.
- c. Registration with the State Procurement Office
- d. Tax Clearance Certificate/Vendor Compliance Certificate

2. Proposal Application Requirements

- a. Proposal Application Identification Form (SPOH-200)
- b. Table of Contents
- c. Program Overview
- d. Experience and Capability
- e. Project Organization and Staffing
- f. Service Delivery
- g. Financial
- h. Other

B. Phase 2 - Evaluation of Proposal Application

New Projects Evaluation Form

1. Experience and Capability	30 Points
<input type="checkbox"/> Does the applicant/project sponsor demonstrate the capacity to implement the proposed project as evidenced by similar past projects and programs which serve the intended client group? Does the applicant/project sponsor have adequate management and professional staff to successfully implement and manage the proposed project? (5 Points)	
<input type="checkbox"/> Does the applicant/project sponsor's demonstrate capacity to implement the proposed project based on experience with past projects and programs which are related to, but not similar to the proposed project? Does the applicant/project sponsor need to recruit and/or train additional management and professional staff prior to the implementation of the proposed project to augment existing staff? (3 Points)	
<input type="checkbox"/> The applicant/project sponsor does not have relevant or related past experience. The applicant/project sponsor needs to recruit and/or train new personnel to manage and operate the proposed project? (0 Points)	
Participation in the Continuum of Care Process	
<input type="checkbox"/> Does the applicant/project sponsor have the authority to make commitments on behalf of the agency? (5 Points)	
<input type="checkbox"/> The staff person(s) attending for the applicant does not have the authority to make commitments on behalf of the agency. (0 Points)	

<p>General Meeting Attendance (January 2008-December 2008)</p> <p><input type="checkbox"/> Did the applicant/project sponsor attend 67-100% of their CoC's general meetings? (5 Points)</p> <p><input type="checkbox"/> Did the applicant/project sponsor attend 34-66% of their CoC's general meetings? (3 Points)</p> <p><input type="checkbox"/> Did the applicant/project sponsor attend 1-33% of their CoC's general meetings? (1 Points)</p> <p><input type="checkbox"/> The applicant/project sponsor did not attend their CoC's general meetings? (Minus 5 Points)</p>	
<p>Subcommittee and CoC Activities and Planning Participation</p> <p><input type="checkbox"/> Does the applicant/project sponsor chair and coordinate a subcommittee and/or CoC activities and planning processes? (10 Points)</p> <p><input type="checkbox"/> Does the applicant/project sponsor actively and regularly participate in subcommittees and/or CoC activities and planning processes? (7 Points)</p> <p><input type="checkbox"/> Does the applicant/project sponsor occasionally participate in subcommittees and/or CoC activities and planning processes? (4 Points)</p> <p><input type="checkbox"/> The applicant/project sponsor did not participate in subcommittees and/or CoC activities and planning processes. (Minus 10 Points)</p>	
<p>Capacity of Applicant – Readiness to Proceed</p> <p><input type="checkbox"/> Has the applicant/project sponsor secured a site to implement the proposed project? Are all resources necessary to implement the proposed project secured, or will be secured with the receipt of the requested funding? Has the applicant/project sponsor developed program guidelines and identified key personnel who will manage and implement the proposed project? (5 Points)</p> <p><input type="checkbox"/> Has the applicant/project sponsor secured most of the resources necessary to implement the proposed project? Do resources include but are not limited to; an operation site, an outline of program guidelines, and identification of key staff members who will manage and implement the proposed project? (3 Points)</p> <p><input type="checkbox"/> The agency has not secured a site in which to operate the proposed project and the resources necessary to implement the proposed project. The applicant has not developed program guidelines or identified key staff that will manage the proposed project. (0 Points)</p>	

<p>2. Project Organization and Staffing</p>	<p>10 Points</p>
<p>Does the applicant/project sponsor proposed staffing patterns, client to staff ratios and proposed caseload capacity appropriate for the viability of the services to be provided? (3 Points)</p>	
<p>Does the applicant/project sponsor meet the minimum qualifications for staff assigned to the program? This includes the knowledge and experience of the proposed project director and/or staff. Has the applicant/project sponsor demonstrated that services will be provided by persons with training and/or expertise appropriate to the type of service offered? (3 Points)</p>	
<p>Does the applicant/project sponsor demonstrate the ability to supervise, train and provide administrative direction relative to the delivery of the proposed services? (2 Points)</p>	

Does the applicant/program sponsor's organization charts identify staff positions and lines of responsibility/supervision? (2 Points)	
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3. Service Delivery	50 Points
Does the applicant/project sponsor demonstrate a thorough understanding of the purpose and scope of the proposed project's service activities? (5 Points)	
Does the applicant/project sponsor demonstrate a logical approach (including timelines) and a step-by-step process that explains in detail the planning and delivery of tasks and activities to the targeted client base? (5 Points)	
Does 100% of the budgeted activities for the new project proposal fall within the guidelines as stated in the emphasis on housing activities in Section 1 of this RFI? (15 Points)	
Does the applicant's/project sponsor's project predominantly serve the chronically homeless according to HUD's definition of chronically homeless? <input type="checkbox"/> 70% or more of the persons to be served by the proposed project will be chronically homeless. (15 Points) <input type="checkbox"/> 50–69% of the persons to be served by the proposed project will be chronically homeless. (8 Points) <input type="checkbox"/> Less than 50% of the persons to be served by the proposed project will be chronically homeless. (0 Points)	
Does the applicant/project sponsor demonstrate effective and feasible outputs/outcomes, including the number of unduplicated persons and families to be served? (5 Points)	
Does the applicant/project sponsor discuss in sufficient detail how the outputs/outcomes will be tracked and documented? (5 Points)	

4. Financial	10 Points
Does the applicant/project sponsor have an adequate accounting system? Does the applicant/project sponsor have no major findings most recent independent financial audit? (5 Points)	
Project Leveraging Does the applicant/project sponsor demonstrate the ability to leverage requested HUD funding with other funding resources for the proposed project? <input type="checkbox"/> Is the applicant's/project sponsor's leveraging ratio 100% or more. (5pts) <input type="checkbox"/> Is the applicant's/project sponsor's leveraging ratio 90% to 99%. (4 pts) <input type="checkbox"/> Is the applicant's/project sponsor's leveraging ratio 80% to 89%. (3 pts) <input type="checkbox"/> Is the applicant's/project sponsor's leveraging ratio 70% to 79%. (2 pts) <input type="checkbox"/> Is the applicant's/project sponsor's leveraging ratio 60% to 69%. (1 pts) <input type="checkbox"/> Is the applicant's/project sponsor's leveraging ratio less than 60%. (0 pts) Total Funding Request: \$ Leveraging Provided: \$ Leveraging Ratio (Leveraging/Funding Requested): %	

Renewal Projects Evaluation Form

1. Experience and Capability	30 Points
Does the applicant/project sponsor demonstrate that it has the necessary skills, abilities, and knowledge relating to the delivery of the services for this renewal project? (5 Points)	
Does the applicant/project sponsor demonstrate it has successfully managed and implemented the renewal project? Does the applicant/project sponsor demonstrate the necessary experience needed to administer the renewal project? (5 Points)	
Participation in the Continuum of Care Process <input type="checkbox"/> Does the applicant/project sponsor have the authority to make commitments on behalf of the agency? (5 Points) <input type="checkbox"/> The staff person(s) attending for the applicant/project sponsor have no the authority to make commitments on behalf of the agency. (0 Points)	
General Meeting Attendance (January 1, 2008 through December 31, 2008) <input type="checkbox"/> Did the applicant/project sponsor attend 67-100% of their CoC's general meetings? (5 Points) <input type="checkbox"/> Did the applicant/project sponsor attend 34-66% of their CoC's general meetings? (3 Points) <input type="checkbox"/> Did the applicant/project sponsor attend 1-33% of their CoC's general meetings? (1 Points) <input type="checkbox"/> Did the applicant/project sponsor did not attend their CoC's general meetings? (Minus 5 Points)	
Subcommittee and CoC Activities and Planning Participation <input type="checkbox"/> Did the applicant/project sponsor chair and coordinate a subcommittee and/or CoC activities and planning processes? (10 Points) <input type="checkbox"/> Did the applicant/project sponsor actively and regularly participates in subcommittees and/or CoC activities and planning processes? (7 Points) <input type="checkbox"/> Did the applicant/project sponsor occasionally participate in subcommittees and/or CoC activities and planning processes? (4 Points) <input type="checkbox"/> The applicant/project sponsor did not participate in subcommittees and/or CoC activities and planning processes. (Minus 10 Points)	
2. Project Organization and Staffing	10 Points
Does the applicant/project sponsor proposed staffing patterns, client to staff ratios, and proposed caseload appropriate for the viability of the services to be provided? (3 Points)	
Does the applicant's/project sponsor's staff meet the minimum qualifications to administer the renewal project? Minimum qualifications include the knowledge and experience of the renewal project director and/or staff. Has the applicant/project sponsor demonstrated that services will be provided by persons with training and/or expertise appropriate to the type of service offered? (3 Points)	
Does the applicant/project sponsor demonstrate the ability to supervise, train and provide administrative direction relative to the delivery of the proposed services? (2 Points)	

Does the applicant/program sponsor's organization charts identify staff positions and lines of responsibility/supervision? (2 Points)	
--	--

3. Service Delivery	50 Points
<p>Meeting Original Goals and Intent of Project</p> <p><input type="checkbox"/> Has the renewal project been successful in serving the intended client base, providing the proposed services and meeting overall goals of the program? (10 Points)</p> <p><input type="checkbox"/> Has renewal project for the most part been serving the intended client base, providing the services, and meeting the overall goals of the program? (5 Points)</p> <p><input type="checkbox"/> The renewal project has not been serving the intended client base, providing the services, and meeting the overall goals of the program. (0 Points)</p>	
<p>Overall Program Goals. This information comes from Question 16 of the project's most recently completed APR.</p> <p><input type="checkbox"/> Has the renewal project achieved 68-100% of the total objectives stated in Question 16: Overall Program Goals? (10 Points)</p> <p><input type="checkbox"/> Has the renewal project achieved 34-67% of the total objectives stated in Question 16: Overall Program Goals? (7 Points)</p> <p><input type="checkbox"/> The renewal project achieved 0-33% of the total objectives stated in Question 16: Overall Program Goals. (0 pts)</p>	
<p>Actual Numbers Served. This information comes from Question 1 of the project's most recently completed APR.</p> <p>1a. Proposed number of single individuals to be served at a given point in time: ____ 1b. Actual number of single individuals served at the time of the 2009 application: ____ 1c. Percentage accomplished (Actual/Proposed): ____%</p> <p>2a. Proposed number of families to be served at a given point in time: ____ 2b. Actual number of families served at the time of the 2009 application: ____ 2c. Percentage accomplished (Actual/Proposed): ____%</p> <p>3a. Total proposed number to be served at a given point in time (1a + 2a): ____ 3b. Total actual numbers served at the time of the 2009 application (1b + 2b): ____ 3c. Percentage accomplished (3b/3a): ____%</p> <p><input type="checkbox"/> Is the percentage in 3c greater than or equal to 100%? (10 Points)</p> <p><input type="checkbox"/> Is the percentage in 3c 90 to 99%? (8 Points)</p> <p><input type="checkbox"/> Is the percentage in 3c 80 to 89%? (6 Points)</p> <p><input type="checkbox"/> Is the percentage in 3c 70 to 79%? (4 Points)</p> <p><input type="checkbox"/> Is the percentage in 3c 60 to 69%? (2 Points)</p> <p><input type="checkbox"/> Is the percentage in 3c less than 60%? (0 Points)</p>	
<p>Accomplishing 2008 HUD CoC Program Objectives. These numbers can be collected from the applicant's renewal project summary in Section 5 of this RFI.</p>	

<p>2008 HUD CoC Objectives:</p> <ol style="list-style-type: none"> 1. Create new permanent housing (PH) beds for chronically homeless persons. 2. Increase percentage of homeless persons staying in PH over 6 months to at least 71.5%. 3. Increase percentage of homeless persons moving from transitional housing (TH) to PH to at least 63.5% 4. Increase percentage of homeless persons employed at exit to at least 19%. 5. Applicant's HMIS bed coverage rate exceeds 86%. (N/A for DV providers) <p>For the most recently completed grant year:</p> <p><input type="checkbox"/> Did the renewal project meet or exceed the three (3) HUD objectives? (10 Points)</p> <p><input type="checkbox"/> Did the renewal project meet two HUD objectives? (7 Points)</p> <p><input type="checkbox"/> Did the renewal project meet one HUD objective? (3 Points)</p> <p><input type="checkbox"/> The renewal project did not meet any of the HUD objectives. (0 Points)</p>	
<p>Anticipated Achievement of 2009 HUD CoC Objectives. These numbers can be obtained from the applicant's renewal project summary in Section 5 of this RFI.</p> <p>2009 HUD CoC Objectives:</p> <ol style="list-style-type: none"> 1. Create new permanent housing (PH) beds for chronically homeless persons. 2. Increase percentage of homeless persons staying in PH over 6 months to at least 72%. 3. Increase percentage of homeless persons moving from transitional housing (TH) to PH to at least 65% 4. Increase percentage of homeless persons employed at exit to at least 20%. 5. Decrease the number of homeless households with children. <p>For the anticipated program year:</p> <p><input type="checkbox"/> Does the proposed project intend to meet or exceed three HUD objectives? (10 Points)</p> <p><input type="checkbox"/> Does the proposed project intend to meet two HUD objectives? (6 Points)</p> <p><input type="checkbox"/> Does the proposed project intend to meet one HUD objective? (3 Points)</p> <p><input type="checkbox"/> The proposed project does not intend to meet any HUD objectives. (0 Points)</p>	
<p>4. Financial</p>	<p>10 Points</p>
<p>Does the applicant/project sponsor demonstrate an adequate accounting system? There are no major findings in the agency's most recent independent financial audit. (4 pts)</p>	
<p>Grant Award Expenditures. This section provides information on funds expended for renewal projects during the most recently completed grant year.</p> <p><input type="checkbox"/> Did the renewal project expend 100% of its grant award? (3 Points)</p> <p><input type="checkbox"/> Did the renewal project expend 90 to 99% of its grant award? (2 Points)</p> <p><input type="checkbox"/> Did the renewal project expend 80 to 89% of its grant award? (1 Points)</p> <p><input type="checkbox"/> The renewal project expended less than 70% of its grant award. (0 Points)</p>	

Project Leveraging

The applicant demonstrates the ability to leverage requested HUD funding with other

- Is the applicant/project sponsor's leveraging ratio 100% or more. **(3 Points)**
- Is the applicant/project sponsor's leveraging ratio 90% to 99%? **(2 Points)**
- Is the applicant/project sponsor's leveraging ratio 80% to 89%? **(1 Points)**
- Is the applicant/project sponsor's leveraging ratio less than 80%? **(0 Points)**

Total Funding Request: \$

Leveraging Provided: \$

Leveraging Ratio (Leveraging/Funding Requested): %

HMIS Supportive Housing Program Renewal Projects Evaluation Form

1. Experience and Capability	20 Points
Does the applicant/project sponsor demonstrate that it has the necessary skills, abilities, and knowledge relating to the delivery of the services? (10 Points)	
Does the applicant/project sponsor successfully manage and implement the proposed project? Does the applicant/project sponsor demonstrate the necessary experience needed to run the project? (10 Points)	

Participation in the Continuum of Care Process	5 Points
Statewide CoC General Meeting Attendance (Jan 1, 2008 - Dec 31, 2008)	
<input type="checkbox"/> Did the applicant/project sponsor attend three (3) or more of the Statewide CoC's general meetings? (5 Points)	
<input type="checkbox"/> Did the applicant/project sponsor attend one (1) or two (2) of the Statewide CoC's general meetings? (3 Points)	
<input type="checkbox"/> The applicant/project sponsor attended none of the Statewide CoC's general meetings? (0 Points)	

2. Project Organization and Staffing	20 Points
Are the applicant's/project sponsor's proposed staffing patterns appropriate for the viability of the services to be provided? (5 Points)	
Are the applicant's/project sponsor's minimum qualifications for staff assigned to the program met? This includes the knowledge and experience of the project director and/or staff. Has the applicant/project sponsor demonstrated that services will be provided by persons with training and/or expertise appropriate to the type of services offered? (5 Points)	
Does the applicant/project sponsor demonstrate the ability to supervise, train and provide administrative direction relative to the delivery of the proposed services? (5 Points)	
Do the applicant's/project sponsor's organization charts identify staff positions and lines of responsibility/supervision? (5 Points)	

3. Service Delivery	40 Points
Meeting Original Goals and Intent of Program	
<input type="checkbox"/> Has the renewal project been successful in providing an annual report or data base that is accurate, reliable and useable by homeless service providers? (15 Points)	
<input type="checkbox"/> Has the renewal project for the most part been providing an annual report or data base that is accurate, reliable and useable by homeless service providers? (10 Points)	
<input type="checkbox"/> The renewal project has not been providing an annual report or database that is accurate, reliable and usable by homeless service providers. (0 Points)	
Overall Program Goals. Has the applicant/project sponsor met the goals stated in the previous application?	
Has the renewal project increased the number of programs using the HMIS and/or increased confidence in the data quality and numbers being reported? (10 Points)	
Has the renewal project provided required reports and/or support and maintenance regarding the HMIS in a timely manner? (15 Points)	

4. Financial	10 Points
Does the applicant/project sponsor demonstrate an adequate accounting system? There are no major findings in the agency's most recent independent financial audit. (5 Points)	
<p>Grant Award Expenditures. This section provides information on funds expended for renewal projects during the most recently completed grant year.</p> <p><input type="checkbox"/> Did the renewal project expend or is expected to expend 100% of its grant award? (5 Points)</p> <p><input type="checkbox"/> Did the renewal project expend or is expected to expend 90 to 99% of its grant award? (3 Points)</p> <p><input type="checkbox"/> The renewal project expended or is expected to expend less than 90% of its grant award. (0 Points)</p>	
<p>Project Leveraging</p> <p>The applicant/project sponsor demonstrates the ability to leverage requested HUD funding with other funding resources for the proposed project.</p> <p><input type="checkbox"/> Is the applicant's/project sponsor's leveraging ratio 100% or more? (5 Points)</p> <p><input type="checkbox"/> Is the applicant/project sponsor's leveraging ratio 80% to 99%? (3 Points)</p> <p><input type="checkbox"/> Is the applicant/project sponsor's leveraging ratio 60% to 79%? (2 Points)</p> <p><input type="checkbox"/> Is the applicant/project sponsor's leveraging ratio 40% to 59%? (1 Points)</p> <p><input type="checkbox"/> Is the applicant/project sponsor's leveraging ratio less than 40%? (0 Points)</p> <p>Total Funding Request: \$ Leveraging Provided: \$ Leveraging Ratio (Leveraging/Funding Requested): %</p>	

C. Recommendation for Award

Each notice of award shall contain a statement of findings and decision for the award or non-award of the contract to each applicant.

[END OF SECTION]

**Section 5
Attachments**

- A.** Proposal Application Checklist
- B.** Sample Table of Contents
- C.** Project Summary for New Programs/Projects
- D.** Project Summary for Renewal Programs/Projects
- E.** General Conditions

Proposal Application Checklist

Applicant: _____ RFI No.: _____

The applicant's proposal must contain the following components in the order shown below. This checklist must be signed, dated and returned to the purchasing agency as part of the Proposal Application. In some cases the applicant and the project sponsor are the same.

General Requirements				
Item	Requirement or Example of Document	Required by Applicants	Required by Project Sponsors	Submitted in Proposal
Proposal Application Identification Form (SPOH-200)	www4.hawaii.gov/StateForms/ShowForm.cfm?&ShowAll=Yes	X	X	
Proposal Application Table of Contents - Attachment B	Section 5, Attachment B	X	X	
Project Information				
New or Renewal Project Summary - Attachment C or D	Section 5, Attachment C or D	X	X	
Proposal Application (SPOH-200A)	www4.hawaii.gov/StateForms/ShowForm.cfm?&ShowAll=Yes	X	X	
E-snaps Exhibit 2 Application Hardcopy	www.hud.gov/esnaps	X	X	
HUD-96010, Completed Program Outcome Logic Model	e-snaps application and Section 3. IV.D	X	X	
HUD Budget	e-snaps application	X	X	
Attach Organizational Chart	Section 3. III.B	X	X	
Annual Progress Report	Section 3. IV.D	x	x	
Leveraging letters and/or letters of intent from the funding source or your executive director	Section 3 .II.C	X	X	
Administrative Requirements				
Tax Clearance Application Certification	Section 1. Xiii	X	X	
Most Recent Independent Financial Audit	Section 3.V.B	X	X	
501 (c)(3) Certification	Section 3.V.5	X	X	
Applicant Code of Conduct	Section 3.VI.B	X	N/A	
Federal Requirements				
SF-424, Application for	www.hud.gov/esnaps	X	N/A	

Federal Assistance				
SF-LLL, Disclosure of Lobbying Activities	www.hud.gov/esnaps	X	N/A	
HUD-40090-4, Applicant Certifications	www.hud.gov/esnaps	X	N/A	
HUD-2880, Applicant/Recipient Disclosure/Update Report	www.hud.gov/esnaps	X	X	
HUD-2991, Certification of Consistency with the Consolidated Plan	www.hud.gov/esnaps	X	X	

**Proposal Application
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Sample

**Project Summary for NEW Projects
2009 CoC Application**

Complete one form per project. Please reply to all of the questions. Put 'N/A' if not applicable. Keep responses short and succinct. This form will be provided to the evaluation committee for review.

Project Information:

Project Applicant (Agency Name, City, or HPHA): _____

Project Sponsor (Agency Name): _____

Project Name: _____

Project Type (Check One):

- Shelter Plus Care
- Supportive Housing Program
- Permanent Housing Bonus Project

Number of Years Requested in Proposal: _____

Please Summarize the Amounts Requested for Your New Project Budget:

Supportive Housing Program

Property Leasing: \$ _____

Housing Operations: \$ _____

Administration: \$ _____

TOTAL: \$ _____

Shelter Plus Care Program

Tenant-Based Rental Assistance: \$ _____

Sponsor-Based Rental Assistance: \$ _____

Project-Based Rental Assistance: \$ _____

TOTAL: \$ _____

Permanent Housing Bonus Project (All costs must apply to Permanent Housing Activities)

Property Leasing SHP: \$ _____

Housing Operations SHP: \$ _____

Administration SHP: \$ _____

TOTAL: \$ _____

Tenant-Based Rental Assistance S+C: \$ _____

Sponsor-Based Rental Assistance S+C: \$ _____

Project-Based Rental Assistance S+C: \$ _____

TOTAL: \$ _____

Project Overview:

Description of population to be served:

Number of singles and/or families proposed to be served:

If applicable, number of beds to be created under this project: _____

If applicable, number of units to be created under this project: _____

If applicable, number of beds designated exclusively for chronically homeless individuals: _____

If applicable, number of units designated exclusively for chronically homeless individuals: _____

Please describe the services that project participants will receive:

Please describe how participants will be assisted to gain employment and/or increase income:

Please describe how participants will obtain and/or maintain permanent housing:

1. Participation in the CoC Process. This will be verified with your CoC.

General Meeting Attendance: Enter the total number of general meetings attended from January 2008 to December 2008: _____

Subcommittee Participation: Check off all that apply and indicate the number of meetings attended from January 2008 – December 2008.

<input type="checkbox"/> <i>Executive</i>	<input type="checkbox"/> Chair	<input type="checkbox"/> Member	Number of meetings attended: _____
<input type="checkbox"/> <i>Awareness</i>	<input type="checkbox"/> Chair	<input type="checkbox"/> Member	Number of meetings attended: _____
<input type="checkbox"/> <i>Advocacy</i>	<input type="checkbox"/> Chair	<input type="checkbox"/> Member	Number of meetings attended: _____
<input type="checkbox"/> <i>Org. Dev.</i>	<input type="checkbox"/> Chair	<input type="checkbox"/> Member	Number of meetings attended: _____
<input type="checkbox"/> <i>Planning</i>	<input type="checkbox"/> Chair	<input type="checkbox"/> Member	Number of meetings attended: _____
<input type="checkbox"/> <i>IT</i>	<input type="checkbox"/> Chair	<input type="checkbox"/> Member	Number of meetings attended: _____

Please List Other CoC Activities and Planning Participation (e.g.: Con Plan, 10yr Plan, leg. testimony, etc.):

2. Emphasis on Housing Activities

This is a calculation based on housing related expenses to the total grant amount requested. Housing-related expenses include all housing related activities. HMIS and Administrative costs should not be included in these amounts. This year the Housing Emphasis score will be based solely on new project proposals.

Housing Related Expenses Requested: \$ _____

Total Funding Requested: \$ _____

Housing Expense Ratio (Housing Related Expenses/Total Funding Requested: _____ %

3. Project Leveraging

This calculation is based on the total funds requested to the monetary value of other resources contributed to and /or secured by the project's applicant.

Total Funding Requested: \$ _____

Leveraging Provided: \$ _____

Leveraging Ratio (Leveraging Provided/Total Funding Requested): _____%

4. Capacity of Applicant – Consistency with Agencies Mission and Purpose

State your agency's mission and purpose as stated in the by-laws and charter:

Briefly explain how your proposed CoC project is in line with your agency's mission and purpose:

5. Project Quality – Experience and Capacity

Provide a brief overview of your agency's previous experience with CoC grants and/or with similar projects/programs that serve the same client group as your current CoC proposal:

Briefly explain how your agency has the adequate management, direction, and/or financial staff to implement the proposed project:

6. Capacity of Applicant – Readiness to Proceed

Check if your agency has secured a site for the proposed project
Provide a brief overview/explanation:

Check if all resources necessary to implement the proposed project have been secured or will be secured with the receipt of the requested funding.
Provide a brief overview/explanation:

Check if guidelines/regulations have been established for the proposed project.
Provide a brief overview/explanation:

Check if key staff members have been identified to manage and implement the proposed project. Provide a brief overview/explanation:

7. Project Design and Anticipated Outcomes

Briefly describe the need, problem, or conditions to be addressed by the proposed project:

Briefly describe how the project's design/creation will address the identified needs, problems or conditions, and lead to outcomes that will meet or exceed project goals:

8. Project Quality –Anticipated Achievement of HUD Objectives

2009 HUD Objectives: Describe how your proposed project will achieve the following HUD CoC objectives: (These should also be incorporated into your 2009 Logic Model and then into your Annual Progress Report (APR) should your project be awarded funding)

Create new permanent housing (PH) beds for chronically homeless persons.

Check if this is an objective of your 2009 CoC proposal

Increase percentage of homeless persons staying in PH over 6 months to at least 71.5%.

Check if this is an objective of your 2009 CoC proposal

Increase percentage of homeless persons moving from transitional housing (TH) to PH to at least 63.5%

Check if this is an objective of your 2009 CoC proposal

Increase percentage of homeless persons employed at exit to at least 19%.

Check if this is an objective of your 2009 CoC proposal

Decrease the number of homeless households with children.

Check if this is an objective of your 2009 CoC proposal

9. Chronic Homeless Bonus

A project defined as one predominantly serving the chronically homeless is one in which at least 70 percent of the persons served meet HUD's definition of chronically homeless.

Permanent Housing Bonus projects may serve homeless individuals or chronically homeless persons. Please refer to the RFI for HUD's definition of chronically homeless.

State the percentage of chronically homeless persons that this project will serve: _____%

**Project Summary for RENEWAL Projects
2009 CoC Application**

Complete one form per project. Please reply to all of the questions. Put 'N/A' if not applicable. Keep responses short and succinct. This form will be provided to the evaluation committee for review.

Project Information

Project Applicant (Agency Name, City, or HPHA): _____

Project Sponsor (Agency Name): _____

Project Name: _____

Description of population to be served:

Number of singles and/or families proposed to be served:

Project Type (Check One):

- Shelter Plus Care
 Supportive Housing Program

Number of Years Requested in Proposal: _____

Please Summarize the Amounts Requested for Your Project Budget:

Supportive Housing Program

Property Leasing: \$ _____
 Housing Operations: \$ _____
 Support Services: \$ _____
 HMIS: \$ _____
 Administration: \$ _____
TOTAL: \$ _____

Shelter Plus Care Program

Tenant-Based Rental Assistance: \$ _____
 Sponsor-Based Rental Assistance: \$ _____
 Project-Based Rental Assistance: \$ _____
TOTAL: \$ _____

1. Participation in the CoC Process. This will be verified with your CoC.

General Meeting Attendance: Enter the total number of general meetings attended from January 2008 to December 2008: _____

Subcommittee Participation: Check off all that apply and indicate the number of meetings attended from January 2008 – December 2008.

- | | | | |
|------------------------------------|--------------------------------|---------------------------------|------------------------------------|
| <input type="checkbox"/> Executive | <input type="checkbox"/> Chair | <input type="checkbox"/> Member | Number of meetings attended: _____ |
| <input type="checkbox"/> Awareness | <input type="checkbox"/> Chair | <input type="checkbox"/> Member | Number of meetings attended: _____ |
| <input type="checkbox"/> Advocacy | <input type="checkbox"/> Chair | <input type="checkbox"/> Member | Number of meetings attended: _____ |
| <input type="checkbox"/> Org. Dev. | <input type="checkbox"/> Chair | <input type="checkbox"/> Member | Number of meetings attended: _____ |
| <input type="checkbox"/> Planning | <input type="checkbox"/> Chair | <input type="checkbox"/> Member | Number of meetings attended: _____ |
| <input type="checkbox"/> IT | <input type="checkbox"/> Chair | <input type="checkbox"/> Member | Number of meetings attended: _____ |

Please List Other CoC Activities and Planning Participation (e.g.: Con Plan, 10yr Plan, leg. testimony, etc.):

2. Project Leveraging

This calculation is based on the total funds requested to the monetary value of other resources contributed to and /or secured by the project's applicant.

Total Funding Requested: \$ _____
 Leveraging Provided: \$ _____
 Leveraging Ratio (Leveraging Provided/Total Funding Requested): _____%

3. Project Quality – Meeting Original Goals and Intent of the Project

Clientele

The clientele your ORIGINAL application proposed to serve. _____

Is the clientele you are currently serving the same as what was originally proposed?

Yes No

If you wish, please provide a brief explanation (clientele for HMIS projects may include, without limitation, the STATE and services provider).

Services

Services proposed in your ORIGINAL application: _____

Are the services you are currently providing the same as what was originally proposed?

Yes No

If you wish, please provide a brief explanation:

4. Accomplishing Project Goals

Complete this section using information submitted from Question 16 of the project’s most recently completed APR (The APR should be included with your proposal).

Residential Stability

Number of Objectives Stated for this Category: _____

Number of Objectives Met: _____

Increased Skills or Income

Number of Objectives Stated for this Category: _____

Number of Objectives Met: _____

Greater Self Determination

Number of Objectives Stated for this Category: _____

Number of Objectives Met: _____

Total Number of Objectives Stated in your APR: _____

Total Number of Objectives Met: _____

5. Project Quality – Accomplishing Project Goals (Not applicable to HMIS renewal projects)

This information comes from Question 1 of the project’s most recently completed APR. Please write NA if a certain category does not apply to your project.

Projected Number of Consumers to be Served

Proposed number of single individuals to be served at a given point in time: _____

Actual number of single individuals served at the time of the 2009 application: _____

Proposed number of families to be served at a given point in time: _____
Actual number of families served at the time of the 2009 application: _____

Total proposed number of singles and/or families to be served at a given point in time: _____
Total actual number of singles and/or families served at the time of the 2009 application: _____

6. Project Quality – Grant award expenditures for the most recently completed grant year/term:

Total Grant Award: \$ _____
Amount of Grant Award Expended at Grant Expiration: \$ _____

Percentage Expended at Grant Expiration (Expended divided by Total Grant Award: _____)%
Total Duration (Years) of Grant Award: _____

7. Project Quality – Accomplishing 2008 HUD CoC Project Objectives

2008 HUD Objectives: Describe how your project assisted in achieving the following HUD CoC objectives during your most recently completed grant year (Please use data from your most recently completed APR to complete this section).

Create new permanent housing (PH) beds for chronically homeless persons.

Check if this project achieved this HUD objective

Increase percentage of homeless persons staying in PH over 6 months to at least 71%.

Check if this project achieved this HUD objective _____

Increase percentage of homeless persons moving from transitional housing (TH) to PH to at least 61.5%

Check if this project achieved this HUD objective

Increase percentage of homeless persons employed at exit to at least 18%.

Check if this project achieved this HUD objective

Ensure that the CoC has a functional HMIS system

Check if this project achieved this HUD objective

8. Program/Project Quality –Anticipated Achievement of HUD Objectives (Not applicable to HMIS renewal projects)

2009 HUD Objectives: Describe how your proposed project will achieve the following HUD CoC objectives: (These should also be incorporated into your 2009 Logic Model and then into your Annual Progress Report (APR) should your project be awarded funding)

Create new permanent housing (PH) beds for chronically homeless persons.

Check if this is an objective of your 2009 CoC proposal

Increase percentage of homeless persons staying in PH over 6 months to at least 71.5%.

Check if this is an objective of your 2009 CoC proposal

Increase percentage of homeless persons moving from transitional housing (TH) to PH to at least 63.5%

Check if this is an objective of your 2009 CoC proposal

Increase percentage of homeless persons employed at exit to at least 19%.

Check if this is an objective of your 2009 CoC proposal

Decrease the number of homeless households with children.

Check if this is an objective of your 2009 CoC proposal

**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 Insured. The certificate shall provide that the coverage's 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" coverage's 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 Responsibilities. 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, H