

Hawaii Public Housing Authority  
State of Hawaii

## RFP PMB-2012-09

Request for Proposals for Property Management and  
Maintenance Services for the Kuhio Park Terrace – Ka Hale  
Kamehaikana Community Resource Center on the Island of  
Oahu

*Note: If this Request for Proposals (RFP) was downloaded from the Hawaii Public Housing Authority's website, each interested respondent must provide the necessary contact information to the listed RFP Coordinator to be notified of any changes. For your convenience, you may download the RFP Sign-In, complete and email, fax or mail to the RFP Coordinator. The HPHA shall not be responsible for any missing addenda, clarifications, attachments or other information regarding this RFP if a proposal is submitted from an incomplete offer.*

Issued December 3, 2012



Notice to Offerors  
(Chapter 103D, Hawaii Revised Statutes)

REQUEST FOR PROPOSALS (RFP) No. RFP PMB-2012-09

Notice is hereby given that pursuant to Chapter 103D, Hawaii Revised Statutes (“HRS”), the Hawaii Public Housing Authority (“HPHA”), will be accepting sealed proposals for: **Property Management and Maintenance Services for the Kuhio Park Terrace – Ka Hale Kamehaikana Community Resource Center.**

Kuhio Park Terrace – Ka Hale Kamehaikana 1485 Linapuni Street, Honolulu, HI 96819  
Community Resource Center

The Request for Proposals may be picked up at the HPHA’s Contract and Procurement Office on Oahu located at 1002 North School Street, Building D, Honolulu, Hawaii 96817 or downloaded at the HPHA website at: [www.hpha.hawaii.gov](http://www.hpha.hawaii.gov) beginning on December 3, 2012. Interested offerors must be licensed in the State of Hawaii to manage real property and have experience in managing commercial property.

The HPHA’s Contract and Procurement Office will conduct a Pre-Proposal Conference from 9:00 a.m. to 10:00 a.m. Hawaii Standard Time (HST) and a site inspection at approximately 10:15 a.m. HST on Thursday, December 13, 2012 at the Kuhio Park Terrace – Ka Hale Kamehaikana Community Resource Center Dining Hall, 1485 Linapuni Street, Honolulu, HI 96819. The HPHA strongly recommends that all interested offerors attend.

Sealed proposals will be received at the HPHA’s Central Files Office at 1002 N. School Street, Bldg. D, Honolulu, Hawaii 96817 until 2:00 p.m. HST on Wednesday, January 9, 2013. Electronic mail and facsimile transmissions **shall not** be accepted. The official time shall be that which is recorded on the time stamp clock of the 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 2:00 p.m. HST on Wednesday, January 9, 2013.

The HPHA reserves the right to reject any or all proposals and to accept the proposals in whole or part in the best interest of the State. Questions relating to this solicitation shall be directed to Mr. Rick Sogawa at (808) 832-6038.

HAWAII PUBLIC HOUSING AUTHORITY

Hakim Ouansafi  
Executive Director



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**Section 1**  
**Administrative Overview**

# Section 1

## Administrative Overview

### I. Authority

The Hawaii State Legislature established the Hawaii Public Housing Authority (hereinafter “HPHA”) under Chapter 356D, Hawaii Revised Statutes (HRS). The HPHA consolidates all low income housing functions. The HPHA is a public body and a body corporate and politic of the State of Hawaii. The HPHA’s role is to address the housing needs of families in Hawaii. The HPHA seeks to competitively procure commercial property management services for the Kuhio Park Terrace – Ka Hale Kamehaikana Community Resource Center (hereinafter “Resource Center”).

A determination has been made that the HPHA is unable to secure services through a low bid process. Factors included in the determination were 1) Price is not the primary consideration in determining an award; 2) The resulting Contract needs to be other than a fixed-price type; 3) The specifications for the services cannot be sufficiently described through a low bid process; 4) Oral or written discussions need to be conducted with interested offerors concerning their proposals; 5) Interested offerors may need to revise their proposals, including price; and 6) The award needs to be based on a comparative evaluation in order to determine the most advantageous offering to the State. To that end, a low bid process is not practicable to the State to secure commercial property management for the Kuhio Park Terrace – Ka Hale Kamehaikana Community Resource Center.

This Request For Proposals (hereinafter “RFP”) is issued under the provisions of Chapter 103D, HRS, and the related administrative rules. Interested offerors are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any interested offeror shall constitute admission of such knowledge on the part of such interested offeror.

### II. RFP Organization

This RFP is organized into five (5) sections:

- Section 1      Administrative Overview – Provides interested offerors with an overview of the procurement and contracting process.
- Section 2      Scope of Work and Specifications – Provides interested offerors with a general description of the tasks to be performed, delineates interested offeror’s responsibilities, and defines deliverables as applicable.
- Section 3      Proposal Form and Instructions – Describes the required format and content for the proposal.
- Section 4      Proposal Evaluation & Award– Describes how proposals will be evaluated.
- Section 5      Attachments

### III. Contracting Office

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

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

Telephone: (808) 832-6038

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

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

Telephone: (808) 832-6038  
Fax: (808) 832-6039

Email: rick.t.sogawa@hawaii.gov

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

The Property Management and Maintenance Services Branch (PMMSB) 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:

Earl Nakaya  
Hawaii Public Housing Authority  
Property Management and Maintenance Services Branch  
1002 North School Street, Bldg. E  
Honolulu, Hawaii 96817

Telephone: (808) 832-4677  
Email: earl.k.nakaya@hawaii.gov

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 Successful Offeror has assumed management responsibilities for the Resource Center, all communications regarding approvals, reports, and requests will be directed to the Contract Administrator.

### IV. Procurement Timeline

<u>Activity</u>	<u>Scheduled Dates</u>
Public notice announcing RFP	December 3, 2012
Distribution of proposal specs/proposal form	December 3, 2012
Pre-Proposal Conference and Site Inspection	December 13, 2012
Deadline to submit written inquires	December 21, 2012

State response to written inquires	December 28, 2012
Proposal submittal deadlines	January 9, 2013
Proposal review	January - February, 2013
Notice of award	February 2013
Contract execution	February 2013
Start of services	March 1, 2013, 12:01 p.m.

The HPHA reserves the right to amend or revise the timetable without prior written notice when it is in the best interests of the State.

**V. Pre-Proposal Conference and Site Inspection**

The HPHA’s Contract and Procurement Office will conduct a Pre-Proposal Conference from 9:00 a.m. to 10:00 a.m. Hawaii Standard Time (HST) at the Kuhio Park Terrace Ka Hale Kamehaikana Resource Center Dining Room, 1485 Linapuni Street, Honolulu, HI 96819 with a site inspection to follow at approximately 10:15 a.m. HST on Thursday, December 13, 2012. The HPHA strongly recommends that all interested offerors attend.

Prior to submittal of a proposal, it is highly recommended that interested offerors inspect the complex sites to familiarize themselves with existing conditions, and the extent and nature of work to be performed. No additional compensation will be allowed by reason of any misunderstanding or error regarding site conditions, project layout or work to be performed.

Impromptu questions will be permitted at the Pre-Proposal Conference and site inspection and verbal answers provided. Verbal answers provided by the HPHA are not binding and only intended for general direction purposes. Written formal official responses to substantive questions will be provided in writing to each interested offeror as set forth in Section VI herein below not later than December 28, 2012. Any changes required will be issued as an addendum to this RFP.

**VI. Submission of Questions**

Interested offerors may submit questions to the RFP Coordinator identified in Section 1 of this RFP. The deadline for submission of written questions is 4:30 p.m. HST, on December 19, 2012. All written questions will receive a written response from the HPHA. The HPHA does not guarantee receipt of questions submitted via electronic mail. The HPHA’s responses to interested offeror’s written questions will be sent not later than December 29, 2012.

**VII. Submission of Sealed Proposals**

- A. **Forms/Formats.** Proposal forms and formats such as price proposal are included in Section 5 – Attachments of this RFP.
- B. **Proposal Submittal.** Proposals must be postmarked by the United States Postal Service (USPS) or hand delivered by the date and time designated in this RFP. Any proposals post-marked or received after the designated date and time shall be

rejected. **Electronic submissions such as electronic mail and facsimile transmissions shall not be accepted.**

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

- C. **Pre-opening Modification or Withdrawal.** Proposals may be modified or withdrawn prior to the deadline for submittal of proposals by written notice to modify or withdraw the proposal. All requests for modifications shall be sealed, accompanied by the actual modifications to the proposals and signed by an authorized representative.

The written request must be submitted to the HPHA, Contract and Procurement Office, 1002 North School Street, Bldg D, Honolulu, Hawaii 96817 and time stamped by the HPHA. Modifications and/or withdrawals shall be clearly marked and must be received by the HPHA no later than 4:00 p.m. HST on January 9, 2013.

- D. **Wages and Labor Law Compliance.** Prior to entering into a Contract in excess of \$25,000, an interested offeror shall certify that it complies with section 103-55, HRS, Wages, hours, and working conditions of employees of contractors performing services. Section 103-55, HRS provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Interested offerors are further advised that in the event of an increase in wages for public employees performing similar work during the period of the Contract, the Successful Offeror shall be obligated to provide such increased wages.

Interested offerors shall complete and submit the attached Wage Certification certifying that the services required will be performed pursuant to section 103-55, HRS. See Attachment 10.

The Contractor shall be further obligated to notify his employees performing work under this Contract regarding the provisions of section 103-55, HRS, and the current wage rates for public employees performing similar work. The Contractor may meet this obligation by posting a written notice to this effect in the Contractor's place of business in an area accessible to all employees.

Interested offerors are strongly encouraged to account for salary increases as posted by the State Department of Human Resources Development (DHRD). **The HPHA will consider requests for increases as a result of wage increases to public officers and employees during the contract period or any option period that are not published.** At the release of this solicitation, the effective wages through March 1, 2009 for State employees performing similar work have been published by the DHRD.

If wages increase after the execution of the Contract, the Successful Offeror may request an increase in Contract price in order to correspondingly increase the wages

of the offeror's employees performing the work, including any increase in costs for benefits required by law that are automatically increased as a result of increased wages, such as federal old age benefits, workers' compensation, temporary disability insurance, unemployment insurance, and prepaid health insurance.

The Contractor shall not be paid for any reimbursement of retroactive pay negotiated by the State. The Contractor's request for the increase must meet the following criteria:

1. At the time of the offer, if the Successful Offeror's hourly wage rate is greater than the prevailing State wage, the Successful Offeror's requests for increase will not be considered.
2. At the time of the request, the Successful Offeror must or must have provided documentation to show that it is in compliance with Section 103-55, HRS, (i.e. its employees are being paid no less than the known wage of the State position listed herein). Documentation shall include the employees payroll records and a statement that the employees are being utilized for this Contract.
3. Request for an increase must be made in writing to the HPHA on a timely basis:
  - i. Request for increase for the initial Contract period must be made as soon as practicable after the State wage agreements are made public. Approved requests will be retroactive to the date of increase for the State employees with adequate documentation that the Successful Offeror provided its employees a wage increase.
  - ii. Request for increase for an option period of the Contract must be made prior to the start of the option period. To obtain the current wage information download the information from the Department of Human Resource Development's website at the following address:

<http://www.hawaii.gov/hrd/main/HRDInfoCentral/DocCentral/SalarySchedules>

It is the sole responsibility of the Contractor to comply with section 103-55, HRS.

- E. **Confidential Information.** If an interested offeror believes that any portion of a proposal contains information that should be withheld as confidential, the interested offeror shall request in writing nondisclosure of designated proprietary data to be confidential and provide justification to support confidentiality. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal documents to facilitate eventual public inspection of the non-confidential sections of the proposal documents. Note that **price and the provision of the minimum required services are not considered confidential and will not be withheld.**

Interested offerors that chose to identify portions of their proposal as confidential, shall be responsible to ensure that the minimum services are not included. The

HPHA will not make any determination of confidentiality for the interested offeror.

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

- F. **Exceptions.** Interested offerors shall list any exceptions taken to the terms, conditions, specifications, or other requirements listed herein. Interested offerors must reference the RFP section where the exception is taken, a description of the exception taken, and any proposed alternative. The HPHA shall retain the right to grant exceptions to discretionary policies. Requests for exceptions to State, Federal, or local laws shall not be approved.
- G. Information shall be made confidential as permitted by law.

### **VIII. Discussion with Offerors Prior to Proposal Submission**

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

### **IX. Opening of Proposals**

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

### **X. Additional Materials and Documentation**

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

### **XI. RFP Amendments**

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

### **XII. Additional Terms and Conditions**

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

### **XIII. Cancellation of the Request for Proposals**

The RFP may be canceled and any or all proposals may be rejected in whole or in part, when determined by the HPHA to be in the best interests of the State.

### **XIV. Costs for Proposal Preparation and Verification**

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

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

**Interested offerors shall ensure that the HPHA is provided with the written authorization(s) necessary to verify information provided in the interested offeror's proposal.**

### **XV. Mistakes in Proposals**

While interested offerors are bound by their proposals, circumstances may arise where a correction or withdrawal of proposals is proper. An obvious mistake in a proposal may be corrected or withdrawn, or waived by the interested offeror to the extent that it is not contrary to the best interest of the HPHA or to the fair treatment of other interested offerors. Mistakes in proposals shall be handled as provided for in section 3-122, Hawaii Administrative Rules (HAR) and HUD requirements at Handbook 7460.8.

### **XVI. Rejection of Proposals**

The HPHA reserves the right to consider as acceptable only those proposals submitted in accordance with the requirements set forth in this RFP and which demonstrate an understanding of the service specifications. Any proposal offering may be rejected without further notice if it is:

1. Determined to be unreasonable in price, including not only the total price of the proposal, but the prices for individual items as well; or
2. Determined to offer a set of terms or conditions that are contradictory to the minimum requirements included in this RFP.

### **XVII. Notice of Award**

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

The Successful Offeror shall receive a Notice of Award, which will indicate that the Successful Offeror has been selected to provide property management and maintenance

services under this RFP.

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

Reference Responsibility of Offeror in section 3-122-112, HAR. Offeror shall produce documents to the procurement officer to demonstrate compliance with this section.

The Successful Offeror receiving award shall be required to enter into a formal written Contract. The General Conditions of the Contract are attached and minimum service specifications are included herein. See Attachment 8.

### **XVIII. Protests**

Pursuant to HRS §103-71, an actual or prospective offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. An actual or prospective offeror may protest the solicitation or award of services only for a serious violation of procurement policies and operational procedures. Only the following matters may be protested:

- (1) A state purchasing agency's failure to follow procedures established by Chapter 103D, HRS.
- (2) A state purchasing agency's failure to follow any rule established by Chapter 103D, HRS.
- (3) A state purchasing agency's failure to follow any procedure, requirement, or evaluation criterion in a request for proposals issued by the state purchasing agency.

The Notice of Protest shall be mailed by USPS or hand delivered to the head of the State Contracting Office conducting the protested procurement and the Procurement Officer who is conducting the procurement (as indicated below) within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offerors. Further provided that a protest of an award or proposed award shall be submitted within five (5) days after the posting of award of the contract. Delivery services other than USPS shall be considered hand deliveries and considered submitted on the date of actual receipt by the State Contracting Office. The notice of award letter(s), if any resulting from this solicitation shall be posted on the Procurement Reporting System on the State Procurement Office website at <http://www.hawaii.gov/spo2/source/>.

<b>Head of State Contracting Office</b>		<b>Procurement Officer</b>	
Name:	Hakim Ouansafi	Name:	Rick T. Sogawa
Title:	Executive Director	Title:	Acting Procurement Officer
Mailing Address:	P.O. Box 17907 Honolulu, Hawaii 96817	Mailing Address:	P.O. Box 17907 Honolulu, Hawaii 96817
Business Address:	1002 N. School St, Bldg. E Honolulu, Hawaii 96817	Business Address:	1002 N. School St, Bldg. D Honolulu, Hawaii 96817

**XIX. Availability of Funds**

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

**XX. Monitoring and Evaluation**

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

Failure to comply with all material terms of the Contract may be cause for suspension or termination as provided in the General Conditions. See Attachment 8. The Successful Offeror may be required to submit additional written reports, including a corrective action plan, in response to monitoring conducted by the HPHA. These additional reports shall not be considered a change to the scope of work and shall continue for a duration of time as deemed necessary by the HPHA.

The HPHA reserves the right to make periodic inspections of all facilities, records, files, etc. within the Resource Center to ensure that administrative policies and property management and program concerns are properly considered and adequately addressed. The HPHA will make available to the Successful Offeror all appropriate findings, which affect the management and maintenance of the Resource Center or its budget and advise the Successful Offeror of any corrective actions required.

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

The HPHA will conduct a review of financial activity for the Resource Center on a monthly basis to assess budget performance and to make budget adjustments. Special budget review sessions may be conducted by the HPHA, from time to time.

## **XXI. General and Special Conditions of Contract**

The general conditions that will be imposed contractually are included as an attachment. The State's General Conditions set forth in Attachment 8, may also be found on the State Procurement Office (SPO) website at [www.spo.hawaii.gov](http://www.spo.hawaii.gov).

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

## **XXII. Cost Principles**

The HPHA shall utilize standard cost principles at section 3-123, HAR which are available on the SPO website. Nothing in this section shall be construed to create an exemption from any cost principle arising under federal law.

(END OF SECTION)

**Section 2**  
**Scope of Work & Specifications**

## Section 2 Scope of Services

### I. Introduction

#### A. Purpose or need

The purpose of this RFP is to procure commercial property management and maintenance services to manage, operate and maintain the Kuhio Park Terrace – Ka Hale Kamehaikana Community Resource Center. This solicitation is designed to capture industry best practices and establish an owner-property manager relationship that more closely approximates similar arrangements common in the private sector. The HPHA expects this relationship will help streamline its operations, reduce costs, and provide improved services to the Hawaii families residing in its housing units.

The HPHA intends to focus on performance results through measurements including but not limited to, occupancy rate, amount and percentage of rent collection and customer satisfaction. The HPHA expects the commercial property manager to fully execute its business practices consistent with quality standards and will judge performance on the basis of outcome.

#### B. Area of Service

The Successful Offeror shall be required to provide commercial property management and maintenance services on the Island of Oahu.

Kuhio Park Terrace – Ka Hale Kamehaikana Resource Center	52,790 s.f.	1485 Linapuni St. Hon, HI 96819
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Attached is a description of the property. See Attachments 1.

#### C. Funding source and period of availability

Funds are subject to appropriation by the State's Director of Finance and allocation by the Governor and the State Legislature. Funding and period of availability may change upon notice by the HPHA.

It is understood that the contract shall not be binding unless the HPHA can document that there is available an unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the contract. Any contract entered into as a result of this RFP is binding only to the extent that funds are certified as available and that the availability of funds in excess of the amount certified as available shall be contingent upon future appropriations or special fund revenues.

It has been determined that there are sufficient funds to pay for the initial term of the Contract and the funds necessary for the remaining terms of the Contract are likely to be available from HUD. Pursuant to §103D-315, HRS, the HPHA reserves the right to cancel the contract when funds are not appropriate or otherwise made available to support continuation of performance in subsequent periods. Nothing in this RFP shall be interpreted to mean that the State shall be liable to pay for services at the federal public housing sites with State funds.

## II. General Requirements

### A. Qualifying Requirements

1. The Successful Offeror shall comply with the Chapter 103D, HRS Cost Principles for Purchase of Goods and Services. The applicant shall also comply with applicable HUD rules at Handbook no. 2210.18.
2. The Successful Offeror must have no outstanding balances owing to the HPHA (exceptions may be granted by the Executive Director of the HPHA for debts recently acquired and for debts which have a repayment plan approved by the Executive Director of the HPHA).
3. Interested offerors are advised that if awarded a contract, the Successful Offeror must furnish proof of compliance with the requirements of §3-122-112, HAR:
  - Chapter 237, HRS, tax clearance;
  - Chapter 383, HRS, unemployment insurance;
  - Chapter 386, HRS, workers' compensation;
  - Chapter 392, HRS, temporary disability insurance;
  - Chapter 393, HRS, prepaid health care; and
  - One of the following:
    - i. Be registered and incorporated or organized under the laws of the State of Hawaii (hereinafter referred to as a "Hawaii business").

**Hawaii business.** A business entity referred to as a "Hawaii business" is registered and incorporated or organized under the laws of the State of Hawaii. As evidence of compliance, successful Offeror shall submit a CERTIFICATE OF GOOD STANDING issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG). A Hawaii business that is a sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate. A successful offeror's status as sole proprietor or other business entity and its business street address indicated on the successful offeror's form page 1 will be used to confirm that the successful offeror is a Hawaii business.

- ii. Be registered to do business in the State of Hawaii (hereinafter referred to as a “compliant non-Hawaii business”).

**Compliant non-Hawaii business.** A business entity referred to as a “compliant non-Hawaii business,” is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State. As evidence of compliance, successful offeror shall submit a *CERTIFICATE OF GOOD STANDING*.

The above certificates should be applied for and submitted to the purchasing agency as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, a proposal otherwise responsive and responsible may not receive the award. The certificate shall be submitted with the interested offeror’s proposal.

#### **4. Business Office**

The Successful Offeror shall have a permanent office on the island of Oahu from where he/she conducts business and where he will be accessible to telephone calls for complaints or requests that need immediate attention. An answering service is not acceptable. A permanent office location and phone number shall be stated in the interested offeror’s proposal.

#### **5. Certifications of Eligibility**

Prior to award of contract, the Successful Offeror is required to submit the following documents to the HPHA to demonstrate compliance with State laws:

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

Alternately, instead of separately applying for these (paper) certificates at the various state/federal agencies, the applicant may choose to use the Hawaii Compliance Express (HCE), which allows business to register online through a simple wizard interface at:

<http://vendors.ehawaii.gov/hce/splash/welcome.html>

The HCE provides the applicant with a “Certificate of Vendor Compliance” with current compliance status as of the issuance date, accepted for both contracting purposes and final payment. Vendors that elect to use the new

HCE services will be required to pay any annual fee of \$15.00 to the Hawaii Information Consortium, LLC (HIC).

## **6. Insurance Requirements**

Within fifteen days after award of this contract and prior to the execution of a Contract, the Successful Offeror shall furnish to the Contracting Officer certificate(s) of insurance as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified. This insurance must be maintained during the entire performance period.

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

### **i. Workers' Compensation**

The Successful Offeror shall carry Workers' Compensation insurance in such form and amount to satisfy the applicable the State Workers' Compensation Law. Workers' Compensation must be issued by an admitted carrier authorized to do business in the State of Hawaii. Workers' Compensation insurance premium expense for Management Unit personnel will be reimbursed by the HPHA, up to the amounts submitted as part of the proposal.

### **ii. Fidelity Bond**

The Successful Offeror shall obtain and maintain, during the entire duration of this contract, a fidelity bond at a minimum of \$500,000.00, or the minimum amount required by the applicable program, which shall cover all officers, employees, servants, volunteers and students (if any) of the Successful Offeror and which shall protect the Successful Offeror against loss by reason of, including but not limited to, fraud, dishonesty, forgery, theft, larceny, embezzlement, wrongful abstraction or misappropriation or any other dishonest criminal or fraudulent act, wherever committed and whether committed directly or in connivance with others. The Successful Offeror shall furnish, at no cost or expense to the HPHA, a certificate of such coverage, within thirty days from the award of the contract.

### **iii. Errors and Omissions**

The Successful Offeror shall obtain and maintain errors and omissions (professional liability) coverage at its own expense at a minimum of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate.

iv. Liability Insurance

The Successful Offeror shall maintain the following minimum insurance limits and coverage:

<u>Coverages</u>	<u>Limits</u>
Commercial General Liability	\$2,000,000 single limits per occurrence for bodily injury and personal property damage
Personal Injury Liability	\$1,000,000.00 single limits per occurrence. \$2,000,000.00 for general aggregate
Automobile Insurance	Bodily injury liability limits of \$1,000,000.00 each person and \$1,000,000.00 per accident and property damage liability limits of \$1,000,000.00 per accident or \$1,000,000.00 combined single limit

A certificate of insurance evidencing such insurance is required prior to commencement of services. The State of Hawaii, HPHA, shall be named as additional insured. The insurance policy required by this contract shall contain the following clauses:

- (a) "This insurance shall not be cancelled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Hawaii Public Housing Authority (HPHA), Private Management Contracts Section, 1002 N. School Street, Bldg G, Honolulu, Hawaii 96817."
- (b) "The State of Hawaii, the HPHA, its elected and appointed officials, officers, employees, and volunteers are added as additional insured with respect to operations performed for the State of Hawaii and HPHA."
- (c) "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the Contract, including all supplemental Contracts.

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

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

The procuring of such required insurance shall not be construed to limit the Successful Offeror's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding said policy or policies of insurance, the Successful Offeror shall be obligated for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Contract.

v. Other Additional Insurance

The Successful Offeror may, at its own expense, place additional insurance coverage for protection risks not insured by the HPHA subject to the HPHA's approval. Request for approval will include a description of the additional insurance coverage, premium and justification.

vi. Public Liability

The HPHA will carry public liability (\$1,000,000.00) boiler-machinery insurance policies.

**B. Type of Contract**

1. The Successful Offeror shall be required to execute an Agreement Based on Competitive Sealed Proposals for Goods and Services.

Subsequent to the award and within ten days after the prescribed forms are presented for signature, the Successful Offeror shall execute and deliver to the HPHA a Contract in the form included in this RFP in such number of copies as required by the HPHA.

The Successful Offeror will be required to enter into a formal written contract with the HPHA in accordance with the laws, rules and regulations of the State of Hawaii. The stated requirements appearing elsewhere in this RFP shall become

part of the terms and conditions of the Contract as though incorporated into the Contract at length.

By submission of a proposal, interested offerors warrant and represent that they have read and are familiar with the contractual requirements set forth in the RFP and its appendices, the provisions of which are expressly incorporated into this RFP by reference as though fully set forth at length herein.

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

**2. Subcontracting**

No work or services shall be subcontracted or assigned without the prior written approval of the HPHA. No subcontract shall under any circumstances relieve the Successful Offeror of his/her obligations and liability under contract with the HPHA. All persons engaged in performing the work covered by the Contract shall be considered employees of the Successful Offeror.

**3. Contract Modification**

The Contract may be modified only by a written document signed by the HPHA and personnel authorized to sign contracts on behalf of the Successful Offeror, as designated in the corporate resolution.

**4. Laws, Rules, Ordinances and Regulations**

Reference to federal, state, city and county laws, ordinances, rules and regulations and standard specifications shall include any amendments thereto effective as of the date of the RFP.

**5. Bonds**

No performance or payment bond is required.

**C. Single or multiple contracts to be awarded**

Single                       Multiple                       Single & Multiple

**D. Single or multi-term contracts to be awarded**

Single term ( $\leq$  2 yrs)                       Multi-term ( $>$  2 yrs.)

Initial term of contract:                      Twelve months

February 28, 2013, 12:01 p.m. to February 28, 2014 12:00 p.m.  
Length of each extension: Up to twelve months (may be less than 12 months when it is in the best interests of the State)  
Maximum length of contract: Sixty months

The initial period shall commence on the Contract start date. The following conditions must be met for an extension:

- Contractor experienced cost savings and has unexpended funds available that can be used to provide additional goods and services; or
- The HPHA determines there is an ongoing need for the services and has funds to extend services not to exceed twelve months for any given extension period. Contract extensions shall be awarded as agreed upon in the primary contract. Exceptions shall be granted upon satisfactory justification such as increase in cost of services or cost of living increase; and
- A Supplemental Contract must be executed prior to expiration of the Primary Contract; and
- The Contractor must obtain HPHA approval in writing and a notice to proceed with the extension.

The option to extend the Contract will be at the sole discretion of the HPHA. The Contract shall be extended at the same rates as proposed in the original proposal unless price adjustments are provided herein. Submission of a proposal constitutes acknowledgement of the interested offeror that the interested offeror is able and willing to contract for services up to the maximum allowable length of the Contract. If the Successful Offeror is unwilling or unable to fulfill the maximum allowable Contract, the HPHA reserves the right to assign the costs of reprocurement to any payments owed under the Contract.

The Successful Offeror shall provide the requested insurance information and a completed wage certificate. The Successful Offeror shall pay the State of Hawaii general excise tax and all other applicable taxes.

#### **E. Contract price adjustments**

Each proposal offered herein shall be firm for the period beginning February 28, 2013, 12:01 p.m. through February 28, 2013, 12:00 p.m.

Contract price adjustments shall be limited to liability insurance. The following conditions must be met for the HPHA to consider a price adjustment:

- Contractor provides adequate documentation of price increase (e.g. insurance policy statement);
- Contractor provides explanation for allocating cost by project; and
- Increase shall not exceed five percent (5%) from the original price for each budget line item.

### **III. CONTRACT MONITORING & REMEDIES**

#### **A. Monitoring**

1. The satisfactory provision of goods and services shall be monitored by the Contract Administrator. Performance will be monitored on an ongoing basis by the HPHA through desk monitoring, site inspection and/or other methods by the Contract Administrator and his/her designated representative(s).
2. Should the Successful Offeror fail to comply with the requirements of the Contract, the HPHA may request a written corrective action plan that shall include the corrective actions to be taken, a timeline for implementation, and the responsible parties. The HPHA will monitor the Successful Offeror for implementation of the corrective action plan. The HPHA reserves the right to request regular or additional reports on progress towards compliance with the Contract and the corrective action plan.
3. Should the Successful Offeror continue to fail to comply with the requirements of the contract, the HPHA reserves the right to engage the services of another company to perform the services, to remedy the defect or failure and to deduct such costs from monies due to the Successful Offeror or to assess the Successful Offeror directly.
4. In the event the Successful Offeror fails, refuses, or neglects to perform the services in accordance with the requirements of this RFP, and the Contract which is attached, the HPHA reserves the right to purchase in the open market, a corresponding quantity of services, and to deduct from the Successful Offeror this cost and from any moneys due or that may thereafter become due the Successful Offeror (the cost to the HPHA of procuring such services). In case money due to the Successful Offeror is insufficient for this purpose, the Successful Offeror shall pay the difference upon demand by the HPHA. The HPHA may also utilize all other remedies provided under the Contract and by law and rules.
5. In the event the Successful Offeror is not performing the required services as contracted, the HPHA reserves the right to extend the Contract for intervals of less than 12 months. During this time, the HPHA will monitor the Successful Offeror's performance and/or improvement and the implementation of its corrective action plan to determine whether the HPHA will continue to Contract with the Successful Offeror.

#### **B. Damages**

1. The HPHA may also withhold the payment of management fees, without being required to pay interest for late payment, if the Successful Offeror fails

to submit and implement a corrective action plan in response to findings by the HPHA or if the Successful Offeror fails to demonstrate improvement in performance after implementing its corrective action plan.

2. The Successful Offeror shall repair all damages caused by the Successful Offeror's equipment or employees to existing utilities and structures, such as water lines, electric conduits, sewer lines, and buildings. If such repairs are not completed within a reasonable time, the HPHA reserves the right to purchase services for the necessary repairs from the open market and to deduct all repairs costs from moneys due or may thereafter become due to the Successful Offeror. In the event money due to the Successful Offeror is insufficient for this purpose, the Successful Offeror shall pay the difference upon demand by the HPHA.

**C. Termination**

The HPHA reserves the right to terminate any agreement without penalty for cause or convenience as provided in the general conditions.

**IV. SCOPE OF WORK**

**A. Management Requirements**

The HPHA's overall objectives in transferring the management responsibilities for the Kuhio Park Terrace – Ka Hale Kamehaikana Resource Center (Resource Center) to a private management firm include, but are not limited to the following:

1. Effectively maintain the overall physical appearance and condition of the Resource Center, as well as the maintenance and upkeep of individual units.
2. Provide a secure environment, enforcing rules, local ordinances and the HPHA policies to reduce or eliminate the number of incidents of crime, vandalism, rule violation and nuisance behavior.
3. Maintain good communication between tenants and management personnel.

The Successful Offeror shall abide by the requirements as specified herein, comply with all instructions relating to the management, rental and maintenance of the Resource Center that may be issued from time to time by the HPHA and adhere to all operating policies that have been or may be adopted and promulgated by the HPHA.

With respect to new instructions and policies, the Successful Offeror will generally have the opportunity to submit recommendations to the HPHA prior to their issuance or adoption or to recommend subsequent changes as appropriate.

## **B. Administrative Requirements & Qualifications**

### **1. Management Representative**

- a. The Successful Offeror shall designate a contact person who will be responsible for oversight of the Resource Center and ensure Contract performance. The contact person shall be able to respond to the HPHA's inquiries, complaints/ problems within one (1) working day.
- b. The HPHA's Contract Administrator will send a monitoring report to the Successful Offeror's management representative. The monitoring report will document discrepancies or Contract violation(s) which need correction. These discrepancies or Contract violation(s) must be corrected by the time periods provided.
- c. The Successful Offeror shall be solely responsible for adequate communication to its staff regarding Contract terms and conditions.
- d. The Successful Offeror shall ensure adequate and appropriate representation at regular meetings with the HPHA. At this time, the HPHA anticipates monthly meetings with the Successful Offeror's contact person who will be responsible for oversight of Contract performance. Additional meetings may be required by the HPHA.

### **2. Personnel**

- a. All personnel shall be considered employees of the Successful Offeror.
- b. The Successful Offeror shall ensure that all personnel meet the minimum qualifications, including State licensing laws and experience requirements. The current wage rates and position class specifications for management/maintenance personnel are included as Attachment 11 and available at <http://www.hawaii.gov/hrd/main/eccd>.
- c. All staff training, such as training required to ensure that the minimum services are provided in compliance with State/Federal laws, rules, and regulations shall be the responsibility of the Successful Offeror. However, should any specific or extraordinary training be required of the Successful Offeror, the HPHA may require attendance at no cost to the Successful Offeror. Interested offerors are strongly encouraged to budget for training related costs.
- d. The Successful Offeror shall be solely responsible for the behavior and conduct of their employees or agents on the HPHA property. Supervision and performance evaluation shall be the responsibility of the Successful

Offeror. The HPHA shall be provided with access to employee performance evaluations, upon request, for the purposes of monitoring.

- e. The Successful Offeror with the concurrence of the HPHA shall hire a responsible employee as the Resource Center Facility Manager who will be available during normal State of Hawaii operating hours, Monday thru Friday 7:45 a.m. to 4:30 p.m., **except for holidays observed by the Hawaii State Government** as a point of contact for residents and the HPHA. See Attachment 28. The Resource Center Facility Manager shall, at a minimum, respond to tenant concerns, supervise staff, and enforce lease agreement.
- f. The Successful Offeror shall not institute additional or alternative paid holidays (i.e. closure of business days) at the expense of the HPHA and /or without express written consent by the HPHA.
- g. The Successful Offeror and its employees shall not be entitled to accrue vacation or sick leave beyond the Contract term or past the Fiscal Year Ending June 30. Vacation and/or sick leave not used during the Contract period shall be forfeited by the Successful Offeror. Vacation and/or sick leave may not be converted to cash by the Successful Offeror at the HPHA's expense.
- h. The Successful Offeror shall ensure the confidentiality of all information, documents, or materials viewed, discussed or provided to personnel concerning the tenant of the Resource Center. The Successful Offeror's personnel shall not provide confidential information to the tenants and the general public without express written consent of the HPHA by either policy, rules or letter.
- h. During the performance of this Contract, the Successful Offeror agrees not to discriminate against any employee or applicant for employment. The Successful Offeror will take affirmative action to ensure equal treatment of its employees. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Successful Offeror shall insert provisions similar to the foregoing in all subcontracts.
- i. The Successful Offeror agrees to remove any of its employees from servicing or providing services to the STATE, upon request in writing by the Officer-In-Charge. At the request of the STATE, the CONTRACTOR shall remove forthwith and shall not employ in any portion of the work, any person who, in the opinion of the STATE, does not perform his/her duties and responsibilities in a proper and skillful manner or is intoxicated

or disorderly or is abusive or unable to demonstrate tact and diplomacy in dealing with the public.

- j. The Successful Offeror agrees to relieve any employee if arrested for any major crime or felony, pending final resolution of the investigation. The STATE has final authority to allow the individual to perform the duties under this Contract pending investigation, resolution or conviction. The resulting conviction will disqualify the individual from performing work in any capacity under this Contract.
- k. The Successful Offeror shall ensure that no employee employed under this Contract has been arrested or convicted of selling, dealing, or using controlled substances such as crystal methamphetamine in or around any state or federal public housing under the jurisdiction of the HPHA.
- l. The Successful Offeror shall not employ an employee under this Contract who is a registered sex offender in any state.

### **3. Administrative Policies**

The Successful Offeror shall maintain its own written policies that, at a minimum, address the following:

- a. Drug Free Workplace Policy;
- b. Sexual Harassment Awareness in the Workplace Policy;
- c. Non-Violence in the Workplace Policy;
- d. Standards of Conduct;
- e. Fair Housing Policy;
- f. Language Access Policy;
- g. Smoking Policy;
- h. Safety Plan or Policies;
- i. Americans with Disabilities Act; and
- j. Procurement Policy and Procedures.

The Successful Offeror shall maintain evidence that all staff are informed of its requirements and their agreement to comply with said policies. The Successful Offeror shall be solely responsible for the conduct of their employees and for their compliance with its administrative policies.

### **4. Reporting Requirements**

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

- a. Monthly Delinquency Account Report;
- b. Monthly Accounting Report; and
- c. Monthly General Ledger Report;

The HPHA may request additional reports as follows:

- a. Progress reports on the implementation of corrective action plans;
- b. New programs mandated by HUD or the State; and/or
- c. Special requests in response to inquiries from other government agencies, including the State Legislature.

## **5. Accounting and Fiscal Services**

The Successful Offeror will perform the following fiscal services for the Resource Center:

- a. Develop an operating budget for each fiscal year (July through June) of this Contract subject to the HPHA approval no later than March of the preceding fiscal year or as determined by the HPHA, using a format as specified by the HPHA. The Successful Offeror's operations shall conform to the approved operating budget during the term of the Contract.
- b. Maintain the financial accounting functions for the Resource Center using a specified format which will be congruent to the HPHA system needs.
- c. Maintain a cash and disbursement register to record operating receipts and disbursements.
- d. Maintain tenant ledgers with records of all accounting transactions, including security deposits and a running balance on each account.
- e. Bill tenants monthly including central area maintenance (CAM) and maintain tenant ledgers with records of all accounting transactions, including security deposits and as necessary, a running balance on each account. Provide monthly delinquency reports including current and vacated accounts to the HPHA within five (5) business days after the end of the grace period for the collection of the current month's rent.
- f. Provide each tenant a statement confirming the common area maintenance and operating expense within sixty days after the end of the calendar year.
- g. Adjust the monthly CAM charges for each commercial tenant within sixty days after the end of the calendar year.
- h. Provide a reconciliation, within sixty days after the end of the calendar year, of all revenue collected from the commercial tenants, to determine the actual lease rent due the HPHA.

- i. Create any or all new recording forms to provide informational and support data required by the HPHA, in such a manner that all input will be easily transferable to the HPHA reporting and recording forms or that shall be otherwise acceptable to the HPHA.
- j. Submit monthly accounting reports to the HPHA by the fifth (5<sup>th</sup>) business day of each month for the prior month reports to include: cash receipts and disbursements with copies of invoices, delinquencies, vacancies and reserve balances.
- k. Make appropriate charges for damage to any unit by inspecting such unit with the tenant prior to vacating and submit any such charges to be deducted from the security deposit or to be billed to the tenant or request to the HPHA for security deposit refund so refund can be made within fourteen (14) days of the rental agreement termination date.
- l. Make appropriate purchases for goods and services for the express and specific use for the Resource Center, within the approved Resource Center budget, following State and Federal procurement rules and regulations. The Successful Offeror shall be held responsible for all purchases of goods and services above and beyond the approved Resource Center budget without prior approval of the HPHA.
- m. Coordinate the subcontracting of the HPHA approved services to the Resource Center following the HPHA and State procurement policies and any applicable State or Federal procurement rules and regulations.
- n. Pay expenses for the Project operations from the "Imprest Account" established by the HPHA, which shall be funded at one and one-half (1 1/2) times the approved monthly operating budget. Reimbursement of imprest account shall be requested twice monthly.
- o. Ensure all payments for goods and services received is made within thirty days from receipt of proper invoice.
- p. The Successful Offeror may requisition from the HPHA and charge to the Project (for express and specific use of the Project) repair parts and supplies available in the HPHA's Central Store facility and/or request for purchases from sources presently used by the HPHA, as indicated in writing from time to time, except when authorized to use other sources.
- q. Make all payments of salaries, wages, benefit contribution, and payroll taxes to or on behalf of the Resource Center staff, and maintain all payroll records. The Successful Offeror shall submit a written request for reimbursement of such items to the HPHA within thirty (30) days after payroll period. Reimbursement of such expenses shall be made from

imprest account, and shall be limited to contract proposal amount for each expense category.

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

#### **6. Office Space, Equipment, and Supplies**

All items shall be used and accounted for as follows:

- a. For the purpose of managing the Resource Center, the Successful Offeror shall be permitted to use any designated office space and maintenance, office, or other equipment assigned for express and specific use at the management unit. All personal property belonging to the HPHA and located at the Resource Center shall be under the custody and control of the Successful Offeror at all times. The Successful Offeror shall accept full responsibility for all equipment, normal wear and tear excepted. The Successful Offeror shall be fully responsible for stolen equipment or items when it is due to the Successful Offeror's negligence, such as the failure to properly store and secure the HPHA's property.

An opening and closing inventory of equipment and supplies shall be conducted by the Contract Administrator with the Successful Offeror upon the start date of the Contract.

- b. The Successful Offeror shall replace any consumable supplies in the current inventory of the Resource Center. The Successful Offeror may forego the replenishment of supplies that are inventoried in excess of the reasonable needs of the Resource Center's operating budget as developed by the Successful Offeror and as approved by the HPHA.
- c. The Successful Offeror may purchase supplies, materials, and equipment for the express and specific use at the Resource Center. Equipment purchases require prior approval by the State, shall be considered property

of the State and shall follow applicable State and HPHA fixed asset rules and regulations.

- d. The Successful Offeror shall conduct an annual physical inventory of all equipment, materials and supplies located at the Resource Center; or upon twenty-four (24) hours notice, the HPHA may conduct an inventory audit at the Resource Center.
- e. The Successful Offeror agrees to comply with all State and Federal laws, regulations, rules, and policies regarding the procurement of goods, services and construction.
- f. The Successful Offeror shall ensure that all materials and supplies are properly entered into the materials inventory database and documented on work orders when used/pulled from inventory.

## **7. Payment**

- a. Section 103-10, HRS, provides that the HPHA shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods or performance of the services to make payment. For this reason, the HPHA will reject any proposal submitted with a condition requiring payment within a shorter period. Further, the HPHA will reject any proposal submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.
- b. The HPHA shall reimburse the Successful Offeror for all salaries, wages, and other related taxes for the Resource Center site personnel designated on the Successful Offeror's organization chart and within approved budget levels.
- c. The Successful Offeror shall invoice the HPHA on its management fee based on the number of occupied units for the month. The Successful Offeror shall submit documentation indicating the number of units occupied for the requested period.
- d. The Successful Offeror shall submit monthly invoices, one original for services rendered to:

Hawaii Public Housing Authority  
Property Management and Maintenance Services Branch  
P.O. Box 17907  
Honolulu, Hawaii 96817

The date of the invoice shall be the date of receipt by the HPHA.

All invoices shall reference the Contract number assigned to the Contract. Payment shall be in accordance with Section 103-10, HRS, upon certification by the Contract Administrator that the Successful Offeror has submitted the receipts for the goods and services specified.

- e. For final payment, the Successful Offeror must submit a valid original tax clearance certificate "Certification of Compliance for Final Payment" (SPO Form-22). The Successful Offeror is required to submit a tax clearance certificate for final payment on the Contract. A tax clearance certificate, not over two (2) months old, with an original green certified copy stamp, must accompany the invoice for final payment on the Contract. A valid HCE Certificate of Vendor Compliance, in lieu of the tax clearance, is acceptable.

## **C. Property Management Services**

### **1. Resource Center Leasing**

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

- a. Market vacant commercial space.
- b. Accept and review all offers to lease, providing an analysis of lease terms with current market condition.
- c. Provide the HPHA with a recommendation on lease terms.
- d. Coordinate lease execution between tenant and the HPHA.
- e. Coordinate with consultants and contractors to ensure the timely and trouble free completion of tenant improvements.
- f. Cooperate with vendors and new tenants to ensuring timely and trouble free initial occupancy.
- g. Orient new tenant on rules and regulations, facilities and services available;
- h. A vacate inspection shall be conducted by the Successful Offeror with the tenant present to inspect the unit and collect from the tenant the keys to the unit.

## **2. Resource Center Rules and Regulations**

The Successful Offeror shall perform the following services:

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

## **3. Tenant Defaults, Lease Agreement and Evictions**

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

## **4. Maintenance**

The Successful Offeror shall cause the common areas of the Resource Center to be maintained and repaired in a condition at all times acceptable to the HPHA and in accordance with local and state codes, and in accordance with the budget and maintenance plan including but not limited to providing routine and emergency/ urgent repairs, and providing preventive maintenance services for the common areas and its equipment, as well as providing grounds maintenance. The Successful Offeror shall also provide the following services:

- a. Respond to requests for routine maintenance services for the common areas within one (1) working day from the date of such request;
- b. Respond to requests for emergency/urgent maintenance services no later than four (4) hours from the time of such request (seven (7) days a week, 24 hours each day);
- c. Maintain grounds and all common areas of the Commercial Building (to include entries, thoroughfares and lobbies, which shall be kept in an immaculate condition at all times);
- d. Coordinate all garbage and refuse disposal and collection (City and County or private). Maintain all refuse areas, enclosures and receptacles in a clean condition and in accordance with local, state, and federal fire, safety and health codes;
- e. Conduct an annual unit inspection of every commercial unit of the Project to ascertain the physical condition of the unit;

- f. Coordinate with the HPHA and vendors all purchases of supplies and equipment as authorized and in accordance with the budget;
- g. Obtain the HPHA approval for maintenance expenditures over and above those authorized in the budget and maintenance plan;
- h. Store necessary supplies at the respective Project, maintaining a perpetual inventory (available for inspection by the HPHA upon request) and store and maintain equipment at the Project, readily available for the HPHA inspection upon request;
- i. Maintain a property inventory of the Project;
- j. Conduct extraordinary maintenance as scheduled, or as approved by the HPHA;
- k. Develop and conduct a preventive maintenance program, performing preventive maintenance services for the common areas of the Commercial Building at least once a year and perform maintenance check and correction. Schedule for preventive maintenance program is to be submitted with annual budget to the HPHA;
- l. Make all additions, betterments, and replacements as requested and approved by the HPHA on a cost-reimbursable basis; whenever possible. Plans for substantial additions, betterments, and/or replacements shall be first given to the Management Agent for their input;
- m. Prepare and submit monthly reports on selected maintenance operations.

##### **5. Management Assistant Services**

The Successful Offeror shall employ personnel to provide management presence twenty four hours per day seven (7) days per week. These services, as described below, shall include, but may not be limited to, the following:

- a. Serve as direct liaison between management, residents and civil authorities such as: ambulance paramedic services, police and fire department;
- b. Assist residents in emergency situations; language interpretation; housing rules and safety codes;

- c. Man two (2) entry gates for vehicle control; issue parking violation citations and assist in towing unauthorized vehicles;
- d. The Successful Offeror shall employ, at a minimum, taking into consideration vacation and sick leave, personnel based on the following assignments:
  - i. Entry Gates: Sunday – Saturday, 16 hours; one (1) person per gate;
  - ii. Roving Patrol: Sunday – Saturday, 7:00 p.m. – 7:00 a.m.; two (2) person roving patrol.

**D. Personnel**

- a. All project staff shall be employees of the Successful Offeror;
- b. The compensation and benefits for maintenance staff providing maintenance services for the commercial building shall be apportioned to the commercial CAM account.
- c. All staff training shall be the responsibility of the Successful Offeror. However, should any specific or extraordinary training be required of the Successful Offeror, the HPHA may request attendance at no cost to the Successful Offeror;
- d. Supervision and performance evaluation will be the responsibility of the Successful Offeror (also termination of staff). Performance evaluation of Successful Offeror's staff shall be made available to the HPHA upon request for monitoring purposes.

# **Section 3**

## **Proposal Forms and Instructions**

## Section 3

### Proposal Forms and Instructions

#### I. General Instructions for Completing Forms

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

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

An interested offeror shall submit one (1) original proposal marked "ORIGINAL" and three (3) copies of the original marked "COPY." It is imperative to note that the interested offeror submit only one original and the required number of copies. The outer envelope or packaging of the proposals shall be sealed and clearly marked with the RFP number and title, along with the interested offeror's name, address, telephone and fax numbers.

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

Before submitting a proposal, each interested offeror must:

- A. Examine the solicitation documents thoroughly. Solicitation documents include this RFP, any attachments, plans referred to herein, and any other relevant documentation.
- B. Become familiar with State, local, and federal laws, ordinances, rules and regulations that may in any manner affect cost, progress, or performance of the work.

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

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

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

## II. Proposal Forms

- A. The proposal forms must be completed and submitted to the HPHA by the required due date and time, and in the form prescribed by the HPHA. Email and facsimile transmissions shall not be accepted. Proposals submitted on CD or in electronic format shall not be accepted.
- B. Interested offeror shall submit its proposal under the interested offeror's exact legal name that is registered with the Department of Commerce and Consumer Affairs and shall indicate this exact legal name. Failure to do so may delay proper execution of the contract.
- C. Interested offeror's authorized signature shall be an original signature in ink. If the proposal is unsigned or the affixed signature is a facsimile or a photocopy, the proposal shall be automatically rejected. If the proposal is not signed by an authorized representative as submitted on the corporate resolution, the proposal shall be automatically rejected.
- D. A proposal security deposit is not required for this RFP.
- E. A Transmittal Letter shall be attached to the proposal. See Attachment 12. The Transmittal Letter shall be in the form of a standard business letter on official business letterhead and signed by an authorized representative. The Transmittal Letter must include:
  - 1. A statement indicating that the interested offeror is a corporation or other legal entity and the taxpayer identification number of the legal entity.
  - 2. A statement that the interested offeror is or will be registered to do business in Hawaii and will obtain a State General Excise Tax License by the start of the work.
  - 3. A statement acknowledging and identifying that all addenda to this RFP issued by the HPHA have been received by the interested offeror. If no addenda have been received, a statement to that effect should be included.
  - 4. A statement that the interested offeror has a valid State of Hawaii Real Estate Broker's license and the number and date of that license.
- F. The numerical outline for the application, the titles/subtitles, and the interested offeror organization and RFP identification information on the top right hand corner of each page should be included.
- G. Page numbering of the Proposal Application should be consecutive, beginning with page one and continuing through the complete proposal.
- H. Proposals may be submitted in a three ring binder (optional). Tabbing of sections is required.

**III. The Proposal Application comprises the following sections:**

- *Title Page*
- *Table of Contents*
- *Background and Summary*
- *Experience and Capability*
- *Personnel: Project Organization and Staffing*
- *Management Plan*
- *Financial*
- *Other*

**A. Background and Summary**

This section shall clearly and concisely summarize and highlight the contents of the proposal in such a way as to provide the State with a broad understanding of the entire proposal. Include a brief description of the interested offerors' organization, the goals and objectives related to the service activity, and how the proposed service is designed to meet the problem/need identified in the service specifications.

**B. Experience and Capability**

The HPHA is requiring that the Successful Offeror have a minimum of three (3) years experience in commercial property management of a similar size and nature.

**1. Necessary Skills and Experience**

The interested offeror shall demonstrate that it has the necessary skills, abilities, knowledge of, and experience relating to the delivery of the proposed services. The interested offeror shall also provide a listing of verifiable experience with projects or contracts for the most recent five years that are pertinent to the proposed services.

**2. Quality Assurance and Evaluation**

The interested offeror shall describe its quality assurance and evaluation plans for the proposed services, including methodology. Evaluation plans must include client surveys as appropriate.

**3. Coordination of Services**

The interested offeror shall demonstrate the capability to coordinate services with other agencies and resources in the community.

**4. Facilities**

The interested offeror shall provide a description of its facilities and demonstrate its adequacy in relation to the proposed supportive 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.

**5. Resolution of Property Management Issues**

Interested offerors must provide documented evidence that, during the last two years immediately prior to the deadline for receipt of proposals, the interested offeror has successfully performed duties substantially similar to the requirements as stated in Section 3, Scope of Work and Specifications, of this RFP. Emphasis should be given to past performance reflecting problem resolution activities with commercial property owners/residents. The HPHA reserves the right to verify the documented experience directly with the owner contact person as submitted in the proposal.

Only information that is submitted directly to the HPHA in the proposal package will be considered unless the HPHA seeks additional information during the evaluation process.

The HPHA reserves the right to review and consider the past performance the Successful Offeror may have had with the HPHA.

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

**1. Proposed Staffing**

The interested offeror shall describe the proposed staffing pattern, client/staff ratio. (Refer to the personnel requirements in the Service Specifications, as applicable.)

**2. Staff Qualifications**

The interested offeror shall provide the minimum qualifications (including experience) for staff assigned to the program. Describe the knowledge and experience of your proposed project director and/or staff, including the day-to-day management. Attach resumes and relevant professional background/experience of each staff position.

**3. Supervision and Training**

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

**4. Organization Chart**

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

#### **D. Management Plan**

This section should summarize the interested offeror's management philosophy and overall approach to the management of the commercial property. The plan should also address the tasks required under this RFP and must demonstrate the interested offeror's understanding of the service required.

The interested offeror must provide a detailed work plan for accomplishing the administrative management, and maintenance duties required for the commercial property described in Section 2 of this RFP. The work plan should describe how the Commercial Building will be operated on a day-to-day basis including actions to be taken, responsible parties, and timelines for implementation. Failure to address all requirements of the Scope of Work may be cause for the proposal to be determined non-responsive and rejected.

The management plan must address the following services at a minimum:

1. Administrative Requirements
2. Account Receivables
3. Common Area & Grounds Maintenance
4. Work Order System
5. Routine and Preventive Maintenance
6. Utilities
7. Pest Control
8. Capital Needs Assessment and Investment Plan
9. Environment, Safety and Health Plan
10. Procurement of Services, Equipment, and Supplies
11. Service Interruptions
12. Regular Working Hours

#### **E. Financial**

Interested offerors shall propose a total management expense for the property. This price will include agent's management fee, site personnel salaries, including clerical, and site management, site personnel fringe benefits, agent's insurance expense associated with managing the property as well as all applicable federal, state and local taxes. The successful offeror's fee shall be a flat monthly management fee. See Attachment 9.

**The Successful Offeror's management fee shall be determined and allocated by the completion of four (4) items of the Successful Offeror's management plan.** The cost allocation will be used for the purpose of determining the Successful Offeror's management fee to be earned for the month. If the Successful Offeror fails to comply with any of the four (4) items of the Successful Offeror's management plan, a portion of the management fee will not be earned as follows:

- |                                      |     |
|--------------------------------------|-----|
| 1. Administrative Requirements       | 10% |
| 2. Rent Collection                   | 35% |
| 3. Common Area & Grounds Maintenance | 10% |
| 4. Work Order System                 | 10% |

NOTE: This is a change from previous RFPs and contracts where the allocated portion of the management fee was determined by the interested offeror.

The STATE shall retain five percent (5%) from each monthly management fee billing as a withholding until final settlement of the initial 12-month period. The STATE shall retain five percent (5%) from each monthly management fee billing as a withholding until final settlement of each period, including extension periods. Requests for payment shall be submitted at the end of each contract period and detail the gross amount requested, the five percent (5%) withholding amount and the net amount requested. Release of the five percent (5%) retainage shall be subject to final settlement of each applicable Contract period. The total withholding amount shall not exceed five percent (5%) of the total Contract amount.

NOTE: This is a change from previous RFPs and contracts where the STATE did not withhold a portion of the management fee until final settlement of each applicable Contract period.

The expense proposal should not include direct project postage, telephone, copying and other direct office expenses that are reimbursable by the HPHA.

### **Cost Reimbursement for All Costs Related to Personnel**

The cost reimbursement pricing structure reflects a not to exceed purchase arrangement in which the HPHA pays the contractor for budgeted costs that are actually incurred in delivering the services specified in the contract, up to a stated maximum obligation. Cost reimbursement shall apply, but not limited to, personnel salaries, wages, medical benefits, payroll taxes and other management expenses such as liability insurance. The Successful Offeror shall be required to submit invoices detailing the amount(s) to be reimbursed.

### **Other Financial Related Materials**

In order to determine the adequacy of the interested offeror's accounting system as described under the administrative rules, the interested offeror shall submit a copy of the most recent financial audit as part of the proposal application.

The interested offerors should also describe in a comprehensive manner the fiscal management structure, including but not limited to budgeting, fiscal controls, and accounting.

#### **IV. General Conditions**

The general conditions is provided for interested offeror's information and reference. See Attachment 8.

(END OF SECTION)

**Section 4**  
**Proposal Evaluation & Award**

## Section 4 Proposal Evaluation & Award

### I. Evaluation Criteria

A committee approved by the Executive Director will evaluate proposals. The evaluation will be based solely on the evaluation criteria set out in this RFP. The evaluation committee primary responsibility shall be to review the technical aspects of the proposals submitted. The financial review will be conducted by the evaluation committee chairperson. The review criteria will be as follows:

<u>Evaluation Categories</u>	<u>Possible Points</u>
<b>Mandatory Requirements</b>	<b>Pass or Rejected</b>
<b><i>Proposal Application</i></b>	<b>100 Points</b>
Background and Summary	2 points
Experience and Capability	15 points
Personnel: Project Organization and Staffing	23 points
Management Plan	45 points
Financial	5 points
Price Proposal	10 points
<b>TOTAL POSSIBLE POINTS</b>	<b>100 Points</b>

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

If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may rank the proposals and limit the priority list to three responsive, responsible Successful offerors who submitted the highest-ranked proposals.

### II. Mandatory Requirements

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

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

### **III. Financial Review**

The financial review will be evaluated for financial and contractual acceptability, and for reasonableness of the cost proposal. The proposal with the lowest cost factor shall receive the highest available rating allocated to cost. Each proposal that has a higher cost factor than the lowest must have a lower rating for cost.

The points allocated higher to higher priced proposals must be equal to the lowest proposal price multiplied by the maximum points available for price, divided by the higher proposal price.

In determining whether a proposal is responsive, the HPHA will evaluate the costs and its supporting documentation against realistic operational expenses.

The HPHA will also review the most recent audited statements of the Successful Offerors.

### **IV. Technical Review**

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

- A. The technical proposal will be evaluated to determine if the Successful Offeror possesses the capability to successfully perform the requirements of the solicitation. The technical criteria are shown below:
  - Corporate Experience and Capability;
  - Personnel and Staffing; and
  - Management Plan ;
- B. Proposals will be evaluated for technical and contractual acceptability. Proposals shall be prepared in accordance with the instructions given in the RFP and shall meet all requirements set forth in this RFP.
- C. All proposals will be reviewed for reasonableness. Those offers that are not within the competitive range will be notified that their proposals are unacceptable, negotiations/discussions with them are not contemplated, and any revisions of their proposals will not be considered.
- D. Award will be made to the responsible offeror whose proposal, conforming to the solicitation, will be most advantageous to the HPHA, considering price and other factors indicated below.

Pursuant to Chapter 3-122-59 Hawaii Administrative Rules, if for a given request for proposals, there is only one responsible offeror submitting an acceptable

proposal, an award may be made to the single offeror, rejected and new requests for proposals solicited or cancelled

- E. The HPHA reserves the right to award a contract on the basis of the initial offers received without discussion. Offers are solicited on an “all or none” basis. Failure to submit offers for all items and quantities listed shall be cause for rejection. Proposals should be submitted initially on the most favorable terms of a price and technical standpoint, which the interested offeror can submit to HPHA. Interested offerors are cautioned that the initial term of the contract may be for a period of less than a full year.
- F. All proposals submitted will be evaluated on the basis of the evaluation criteria listed herein. Proposals shall conform to all terms and conditions contained in the Request for Proposals. Proposals which do not conform to all requirements expressed in this solicitation may be rejected without further evaluation, deliberation or discussion.
- G. Past Performance. The HPHA will evaluate the quality of each interested offeror’s past performance. The assessment of an interested offeror’s past performance will be used as one means of evaluating the credibility of the interested offeror’s approach to work accomplishment in the management plan. A record of marginal or unacceptable past performance may be an indication that the promises made by the interested offeror are less than reliable. Such an indication will be reflected in the HPHA’s overall assessment of the interested offeror’s proposal. However, a record of acceptable or even excellent past performance will not result in a favorable assessment of an otherwise unacceptable technical proposal.

In investigating an interested offeror’s past performance, the HPHA will consider information in the interested offeror’s proposal and information obtained from other sources, including past and present customers and their employees; other Government agencies, including state and local agencies; consumer protection organizations and better business bureaus; former subcontractors; and others. Evaluation of past performance is a subjective assessment based on a consideration of all relevant facts and circumstances. HPHA will seek to determine whether the interested offeror has consistently demonstrated a commitment to customer satisfaction and timely delivery of quality goods and services at fair and reasonable prices.

The HPHA’s conclusions about the overall quality of the interested offeror’s past performance will be highly influential in determining the relative merits of the interested offeror’s proposal and in selecting the Successful Offeror whose proposal is considered most advantageous to the HPHA.

Past performance includes the interested offeror’s record of conforming to specifications and to standards of good workmanship; the interested offeror’s

adherence to contract schedules, including the administrative aspects of performance, the interested offeror's control of costs, including costs incurred for changed work; the interested offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and, generally, the interested offeror's business-like concern for the interests of the customer.

## **Section 5**

### **Attachments**

1. Ka Hale Kamehaikana Community Resource Center Fact Sheet
2. Sample Contract for Goods and Services Based on Competitive Sealed Proposals
3. Sample Contract – Attachment S1, Scope of Services
4. Sample Contract– Attachment S2, Compensation and Payment Schedule
5. Sample Contract – Attachment S3, Time of Performance
6. Sample Contract – Attachment S4, Certificate of Exemption from Civil Service
7. Sample Contract – Attachment S5, Special Conditions
8. General Conditions, State AG-008 Rev 4/15/2009
9. Price Proposal Format
10. Wage Certificate for Service Contracts
11. Current Wage Rates and Position Descriptions
12. Competitively Sealed Proposals Application Identification Form
13. Hawaii State Government 2013/2014 Holiday Schedule