Hawaii Public Housing Authority
State of Hawaii

RFP CMB-2022-17

Request for Proposals for Provision of Professional Elevator Consultant Services for the Hawaii Public Housing Authority

Note: If this Request for Proposals (RFP) was downloaded from the Hawaii Public Housing Authority website, each respondent must provide the necessary contact information to the listed RFP Coordinator to be notified of any changes and to ensure receipt of all applicable RFP information. Interested offerors are advised to complete the RFP Registration Form, email or mail the form to the RFP Coordinator. The HPHA shall not be responsible for any missing addenda, clarifications, attachments or other pertinent RFP information not received by interested offerors.

Issued May 18, 2022
Notice to Offerors  
(Chapter 103D, Hawaii Revised Statutes)  

REQUEST FOR PROPOSALS (RFP) No. RFP CMB-2022-17

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 the Provision of Professional Elevator Consultant Services for the Hawaii Public Housing Authority.

Properties to include the following:

<table>
<thead>
<tr>
<th>Asset Management Project</th>
<th>Property Name</th>
<th>Property Address</th>
</tr>
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| AMP 30                   | Salt Lake Apartments| 2907 Ala Ilima Street  
Honolulu, HI 96818                     |
| AMP 34                   | Kalakaua Homes      | 1545 Kalakaua Avenue  
Honolulu, HI 96826                     |
| AMP 34                   | Makua Alii          | 1541 Kalakaua Avenue  
Honolulu, HI 96826                     |
| AMP 34                   | Paoakalani          | 1583 Kalakaua Avenue  
Honolulu, HI 96826                     |
| AMP 35                   | Kalanihuiua         | 1220 Aala Street  
Honolulu, HI 96817                     |
| AMP 35                   | Punchbowl Homes     | 730 Captain Cook Avenue  
Honolulu, HI 96813                     |
| AMP 35                   | Pumehana            | 1212 Kinau Street  
Honolulu, HI 96814                     |
| AMP 35                   | Makamae             | 21 S. Kuakini Street  
Honolulu, HI 96813                     |
| MU 42                    | Halia Hale          | 851 North School Street  
Honolulu, HI 96817                     |
| MU 42                    | Hale Poai           | 1001 North School Street  
Honolulu, HI 96817                     |
| MU 42                    | Kamalu              | 94-941 Kauolu Street  
Waipahu, HI 96797                       |
| MU 42                    | Hoolulu             | 94-943 Kauolu Street  
Waipahu, HI 96797                       |
| MU 42                    | Laiola              | 1 & 15 Iho Place  
Wahiawa, HI 96786                       |

The Request for Proposals may be picked up at the HPHA 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 beginning Wednesday, May 18, 2022.
The HPHA Contract and Procurement Office will conduct a Pre-Proposal Video Conference at 9:00 a.m. Hawaii Standard Time (HST), Wednesday, May 25, 2022. Please contact the RFP Coordinator for teleconference information. All interested offerors are strongly encouraged to participate.

Sealed proposals will be received at the HPHA Central Files Office at 1002 N. School Street, Bldg. G, Honolulu, Hawaii 96817 until 4:00 p.m. HST, Monday, June 20, 2022. Electronic mail submissions shall not be accepted. The official proposal receipt time shall be the time stamped in at the HPHA Central Files Office. 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 not later than 4:00 p.m. HST, Monday, June 20, 2022.

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, RFP Coordinator at (808) 832-6038.

HAWAII PUBLIC HOUSING AUTHORITY

Hakim Ouansafi
Executive Director
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Section 1
Administrative Overview

I. Authority

The Hawaii State Legislature established the Hawaii Public Housing Authority ("HPHA") under chapter 356D, Hawaii Revised Statutes (HRS). The HPHA provides low income housing in the State of Hawaii and is administratively attached to the Department of Human Services. The HPHA is a public body and a body corporate and politic of the State of Hawaii. The HPHA's role is to address the housing needs of low income families in Hawaii.

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 Offerors concerning their proposals; 5) 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 offer to the State. To that end, a low bid process is not practicable to the HPHA for procurement of professional elevator consultant services.

This Request For Proposals (hereinafter "RFP") is issued under the provisions of Chapter 103D, HRS, the related administrative rules, and the United States Department of Housing and Urban Development's (hereinafter "HUD") regulations. Offerors are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a proposal by any offeror shall constitute admission of such knowledge on the part of such offeror.

II. RFP Organization

This RFP is organized into five (5) sections:

Section 1 Administrative Overview – Provides an overview of the procurement and contracting process.

Section 2 Scope of Work and Specifications – Provides a general description of the tasks to be performed, delineates 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.
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:

Mr. Rick Sogawa  
Hawaii Public Housing Authority  
Contract and Procurement Office  
1002 North School Street, Bldg. D  
Honolulu, Hawaii  96817  
Telephone: (808) 832-6038  
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 is the office responsible for administering and monitoring the Contract. The designated Contract Administrator or her designated representative is responsible for monitoring the activities performed under the Contract and is listed as follows:

Ms. Kauil Seguancia  
Hawaii Public Housing Authority  
Development Office  
1002 North School Street, Bldg. E  
Honolulu, Hawaii 96817

The HPHA reserves the right to change the Contract Administrator. Any changes to the Contract Administrator or his/her designated representative shall be provided in writing to the Successful Offeror. Once the Successful Offeror has assumed management responsibilities for the properties, all communications regarding approvals, reports, and requests will be directed to the Contract Administrator.

The Officer-In-Charge shall be the primary point of contact for the Successful Offeror's day-to-day operational issues and reporting requirements. No changes to the Contract shall be implemented based on verbal instructions of the Officer-
In-Charge. The Officer-In-Charge is designated as follows:

<table>
<thead>
<tr>
<th>Asset Management Project/Management Unit</th>
<th>Office Address</th>
<th>Officer-In-Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>30</td>
<td>99-132 Kohomua Street Aiea, HI96701</td>
<td>Mr. Marcus Asami</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Ph: 483-2550</td>
</tr>
<tr>
<td>34</td>
<td>1545 Kalakaua Avenue Honolulu, HI 96826</td>
<td>Mr. Ioane Ah Sam</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Ph: 973-0193</td>
</tr>
<tr>
<td>35</td>
<td>1220 Aala Street Honolulu, HI 96817</td>
<td>Ms. Sol Sentous</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Ph: 586-9723</td>
</tr>
<tr>
<td>42</td>
<td>94-941 Kauolu Place Honolulu, HI 96797</td>
<td>Ms. Venus Katano</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Ph: 675-0099</td>
</tr>
</tbody>
</table>

Any changes to the Officer-In-Charge or his/her designated representative shall be provided in writing to the Successful Offeror. The HPHA reserves the right to change the Officer-In-Charge.

IV. Procurement Timeline

<table>
<thead>
<tr>
<th>Activity</th>
<th>Scheduled Dates</th>
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<tr>
<td>Public notice announcing RFP</td>
<td>May 18, 2022</td>
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<tr>
<td>Distribution of proposal specs/proposal form</td>
<td>May 18, 2022</td>
</tr>
<tr>
<td>Pre-Proposal Teleconference</td>
<td>May 25, 2022</td>
</tr>
<tr>
<td>Deadline to submit written questions</td>
<td>May 25, 2022</td>
</tr>
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<td>State Response to Written Questions</td>
<td>June 7, 2022</td>
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<tr>
<td>Proposal Submittal Deadline</td>
<td>June 20, 2022; 4:00 p.m. HST</td>
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<tr>
<td>Proposal Evaluation</td>
<td>June 2022</td>
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<tr>
<td>Notice of Award</td>
<td>July 2022</td>
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<tr>
<td>Contract Execution</td>
<td>July 2022</td>
</tr>
<tr>
<td>Start of Services</td>
<td>July 20, 2022 or Upon issuance of a Notice to Proceed</td>
</tr>
</tbody>
</table>

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

V. Pre-Proposal Video Conference

The HPHA Contract and Procurement Office will conduct a Pre-Proposal Video Conference at 9:00 a.m. Hawaii Standard Time (HST), Wednesday, May 25, 2022. Offerors interested in participating in the video conference may contact the RFP Coordinator for teleconference information. All interested offerors are strongly encouraged to participate in the Pre-Proposal Video Conference.
Impromptu questions will be permitted at the teleconference and verbal answers will be provided. Verbal answers provided by the HPHA are not binding and only intended for general direction purposes. Formal written responses to substantive questions will be provided in writing to each registered interested offeror as set forth in Section VII below not later than Tuesday, June 7, 2022. All changes to the RFP will be issued as an addendum to the RFP.

VI. Submission of Written Questions

Interested offerors may submit written questions to the RFP Coordinator identified in Section 1 of this RFP. The deadline for submission of written questions is Wednesday, May 25, 2022. 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 written questions will be issued not later than Tuesday, June 7, 2022. Written questions may be hand-delivered, submitted by electronic mail, or via U.S. postal service.

VII. Submission of Sealed Proposals

A. Forms/Formats. Proposals must be submitted following the format as prescribed in Section 3 – Proposal Form and Instructions of the RFP.

Offerors shall also follow the U.S. Department of Housing and Urban Development Instructions to Offerors Non-Construction Form HUD 5369-B and Certifications and Representations of Offers Non-Construction Contract, Form HUD 5369-C. The instructions can be downloaded from HUD Clips at www.hudclips.org and is an attachment to this proposal. See Attachments 11 and 12.

B. Proposal Submittal. Sealed proposals shall be received by the HPHA Central Files Office at 1002 N. School Street, Bldg. D, Honolulu, Hawaii 96817 not later than 4:00 p.m. HST, Monday, June 20, 2022. The official receipt time of mailed-in and hand-delivered proposals shall be the recorded time using the HPHA’s time stamp clock. Deliveries by mail/courier services, including without limitation United States Postal Services and Federal Express, shall be considered hand deliveries. Electronic mail submissions shall not be accepted.

Sealed Proposals should be addressed to:

Hawaii Public Housing Authority
1002 N. School Street
Central Files Office, Building G
Honolulu, Hawaii 96817
Attn: Mr. Rick Sogawa, RFP Coordinator
Proposals received after 4:00 p.m. HST, Monday, June 20, 2022 shall not be accepted.

The register of proposals listing proposals received shall be available for public inspection after the award of the Contract.

C. Pre-opening Modification. Proposals may be modified prior to the proposal deadline with the following documents in accordance with section 3-122-16.07, Hawaii Administrative Rules ("HAR"):  

1. A written notice accompanying the actual modification received in the HPHA Contract and Procurement Office stating that a modification to the proposal is submitted.

2. An electronic written notice submitted by electronic mail to the RFP Coordinator. Offeror shall submit the original signed written notice and modification to the HPHA, Contract and Procurement Office within two (2) working days of receipt of the electronic transmittal. If the written notice is submitted less than two (2) working days prior to the established due date and time of the proposal deadline, the offeror shall submit the original signed written notice and the modification to the HPHA Contract and Procurement Office, 1002 North School Street, Bldg. D, Honolulu, Hawaii 96817 and time stamped by the HPHA.

All request for modifications shall be sealed, the envelope or package shall be clearly identified as a modification to the proposal submission with reference to this RFP (RFP No. CMB-2022-17), accompanied by the actual modifications to the proposal signed by an authorized representative, and must be received by the HPHA not later than 4:00 p.m. HST, Monday, June 7, 2022.

D. Wages and Labor Law Compliance. Prior to entering into a Contract in excess of $25,000, an 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. 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.

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 2.

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

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

E. **Confidential Information.** If an offeror believes that any portion of a proposal contains information that should be withheld as confidential, the offeror shall request in writing nondisclosure of designated proprietary information to be confidential and provide justification to support the designation of confidentiality. Such information shall accompany the proposal, clearly marked, and shall be readily separable from the proposal submittal documents to facilitate eventual public inspection of the non-confidential sections of the proposal submittal documents. Nondisclosure of requested information is subject to chapter 92F, HRS, and is discoverable unless exempted by law. Note that price is not considered confidential and shall not be withheld.

F. **Exceptions.** Offerors shall list in their proposal any exceptions made to the terms, conditions, specifications, or other requirements listed herein. Offerors must reference the RFP section where the exception is made, provide a description of the exception, 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.

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

Discussions may be conducted with offerors to promote understanding of the HPHA 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 and 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 publicly.

X. **Additional Materials and Documentation**

Samples or descriptive literature should not be submitted unless specifically requested in 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 or as allowed under chapter 3-122, HAR. Interested offerors registered with the HPHA using the RFP Registration Form will be notified of all amendments through written communication which may include electronic mail or USPS mail.

XII. Additional Terms and Conditions

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

XIII. Cancellation of the Request for Proposals

This 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 offerors in preparing or submitting a proposal are the 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 Offeror’s sole responsibility.

**Offerors shall ensure that the HPHA is provided with the written authorization(s) necessary to verify information provided in the offeror’s proposal.**

XV. Mistakes in Proposals

While offerors are bound by their proposal, circumstances may arise where a correction or withdrawal of proposal is proper. An obvious mistake in a proposal may be corrected or withdrawn, or waived by the HPHA to the extent that it is not contrary to the best interest of the HPHA or to the fair treatment of other offerors. Mistakes in proposals shall be handled as provided for pursuant to chapter 3-122, Hawaii Administrative Rules (HAR) and U.S. Department of Housing and Urban Development (HUD) requirements as specified in HUD Handbook 7460.8.
XVI. Rejection of Proposals

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

1. Determined to be unreasonable in price, including the total price of the proposal and the price of the individual items: or

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

The HPHA reserves the right to reject any and all submittals and to accept the submittals in whole or part in the best interest of the State.

XVII. Withdrawal of Proposals

Proposals may be withdrawn upon written or facsimile request and should be received prior to 4:00 p.m. HST, Monday, June 20, 2022. Late requests for withdrawal may not be accepted. Negligence on the part of the offeror in preparing its proposal confers no right of withdrawal or modification of its proposal after the due date and time.

XVIII. Best Available Data

All information contained in this RFP is the best data available to the HPHA at the time the RFP was prepared. The information given in the RFP is not intended as representations having binding legal effect. This information is furnished for the convenience of offerors and the HPHA assumes no liability for any errors or omissions.

XIX. Notice of Award

After proposal evaluation and verification that the highest ranked Offeror demonstrates compliance with section 3-122-112, HAR, Responsibility of Offeror, a Notice of Award will be issued to the highest ranked Offeror indicating that the Offeror has been selected to provide the services under this RFP.

The Successful Offer receiving an award shall be required to enter into a formal written Contract with the HPHA. See Attachments 4 through 8.

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

XX. Protests

Pursuant to section 103D-701, HRS, an actual or prospective Offeror who is aggrieved in connection with the solicitation or award of a contract 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 United States Postal Service (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) business days after the aggrieved person knows or should have known of the facts giving rise thereto. 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. Protests are deemed submitted upon receipt by the State Contracting Office. Any notice of award letter(s), resulting from this solicitation shall be posted on the Hawaii Award and Notices Data System on the State Procurement Office website at https://hands.ehawaii.gov/hands/.

<table>
<thead>
<tr>
<th>Head of State Contracting Office</th>
<th>Procurement Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Mr. Hakim Ouansafi</td>
<td>Name: Mr. Rick T. Sogawa</td>
</tr>
<tr>
<td>Title: Executive Director</td>
<td>Title: Procurement Officer</td>
</tr>
<tr>
<td>Mailing Address: P.O. Box 17907</td>
<td>Mailing Address: P.O. Box 17907</td>
</tr>
<tr>
<td>Address: Honolulu, Hawaii 96817</td>
<td>Address: Honolulu, Hawaii 96817</td>
</tr>
<tr>
<td>Business Address: 1002 N. School St, Bldg. E</td>
<td>Business Address: 1002 N. School St, Bldg. D</td>
</tr>
<tr>
<td>Address: Honolulu, Hawaii 96817</td>
<td>Address: Honolulu, Hawaii 96817</td>
</tr>
</tbody>
</table>
XXI. 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.

XXII. 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 9 may also be found on the State Procurement Office (SPO) website at www.spo.hawaii.gov. The HUD General Conditions set forth in Attachment 10 may also be found on the HUD website at www.hud.gov. In the event there is a conflict between the State and Federal General Conditions, the more restrictive shall apply.

The HPHA may also impose contractually any necessary Special Conditions. See Attachment 8. In the case of a conflict between the Special Conditions and the General Conditions, the Special Conditions shall apply.

The HPHA reserves the right to make modifications to the Scope of Work and or reporting requirements arising from unforeseeable conditions.

XXIII. Cost Principles

The HPHA shall utilize standard cost principles in 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.

XXIV. Campaign Contributions by State and County Contractors Prohibited

If awarded a Contract in response to this solicitation, the Successful Offeror agrees to comply with §11-355, HRS, which states that campaign contributions are prohibited from a State and county government contractor during the term of the Contract if the Contractor is paid with funds appropriated by the legislative body between the execution of the Contract through the completion of the Contract.
Section 2
Scope of Services

I. INTRODUCTION

A. Purpose

The Hawaii State Legislature established the Hawaii Public Housing Authority (HPHA) under chapter 356D, HRS. The HPHA is a public body and a body corporate and politic and is attached to the Department of Human Services for administrative purposes only. The HPHA's role is to address the housing needs of low income families of Hawaii.

The HPHA is seeking to engage a qualified firm and/or individuals for professional elevator consulting services to assist the HPHA to ensure proper maintenance of the elevators are being conducted.

B. Area of Service

<table>
<thead>
<tr>
<th>Asset Management Project</th>
<th>Property Name</th>
<th>Property Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>AMP 30</td>
<td>Salt Lake Apartments</td>
<td>2907 Ala Ilima Street Honolulu, HI 96818</td>
</tr>
<tr>
<td>AMP 34</td>
<td>Kalakaua Homes</td>
<td>1545 Kalakaua Avenue Honolulu, HI 96826</td>
</tr>
<tr>
<td>AMP 34</td>
<td>Makua Alii</td>
<td>1541 Kalakaua Avenue Honolulu, HI 96826</td>
</tr>
<tr>
<td>AMP 34</td>
<td>Paoakalani</td>
<td>1583 Kalakaua Avenue Honolulu, HI 96826</td>
</tr>
<tr>
<td>AMP 35</td>
<td>Kalanihuia</td>
<td>1220 Aala Street Honolulu, HI 96817</td>
</tr>
<tr>
<td>AMP 35</td>
<td>Punchbowl Homes</td>
<td>730 Captain Cook Avenue Honolulu, HI 96813</td>
</tr>
<tr>
<td>AMP 35</td>
<td>Pumehana</td>
<td>1212 Kinau Street Honolulu, HI 96814</td>
</tr>
<tr>
<td>AMP 35</td>
<td>Makamae</td>
<td>21 S. Kuakini Street Honolulu, HI 96813</td>
</tr>
<tr>
<td>MU 42</td>
<td>Halia Hale</td>
<td>851 North School Street Honolulu, HI 96817</td>
</tr>
<tr>
<td>MU 42</td>
<td>Hale Poai</td>
<td>1001 North School Street Honolulu, HI 96817</td>
</tr>
<tr>
<td>MU 42</td>
<td>Kamalu</td>
<td>94-941 Kauolu Street Waipahu, HI 96797</td>
</tr>
<tr>
<td>MU 42</td>
<td>Hoolulu</td>
<td>94-943 Kauolu Street Waipahu, HI 96797</td>
</tr>
<tr>
<td>MU 42</td>
<td>Laiola</td>
<td>1 &amp; 15 Iho Place</td>
</tr>
</tbody>
</table>
C. Funding Source and Period of Availability

Funds are subject to appropriation by the State Director of Finance and/or U.S. Congress and allocation by the Governor, State Legislature and/or the U.S. Department of Housing and Urban Development (HUD). Funding and period of availability may change upon written notice by the HPHA.

It is understood that the Contract shall not be binding, unless the HPHA can document that there is available and 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 allocated and received by the HPHA. 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. Pursuant to section 103D-315, HRS, the HPHA reserves the right to cancel the Contract when future funds are not available to support continuation of performance in subsequent Contract 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 properties with State funds. However, should an allocation of State funds become available, the State reserves the right to pay for a portion of services using State funds.

II. GENERAL REQUIREMENTS

A. Qualifying Requirements

1. 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.

2. Prior to award of a Contract, the Successful Offer shall furnish proof of compliance with requirements of section 3-122-112, HAR:
   a. Chapter 237, HRS, tax clearance;
   b. Chapter 383, HRS, unemployment insurance;
   c. Chapter 386, HRS, workers' compensation;
d. Chapter 392, HRS, temporary disability insurance;

e. Chapter 393, HRS, prepaid health care; and

f. 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, the offeror shall submit a CERTIFICATE OF GOOD STANDING issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG). A Hawaii business doing business as a sole proprietorship 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 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, the interested respondent shall submit a CERTIFICATE OF GOOD STANDING.

The above certificates should be applied for and submitted to the HPHA as soon as possible. If a valid certificate is not submitted on a timely basis for award of a Contract, the offeror may not receive the award.

3. Business Office

The Successful Offeror shall have a permanent office in the State where it conducts business and where it will be accessible in person or via telephone calls during normal Hawaii State government business hours from 7:45 a.m. to 4:30 p.m., HST, to address complaints or requests that require immediate attention. See Attachment 13 for Hawaii State Government Holiday Schedule. An answering service is not acceptable. A permanent office location and phone number shall be stated in the Offeror’s proposal.
4. Certifications of Eligibility

Prior to award of a Contract, Offerors shall submit the following documents with their proposal to the HPHA to demonstrate compliance with Federal and State laws:

a. Tax Clearance, Form A-6;

b. Department of Labor and Industrial Relations, Application for Certificate of Compliance, Form LIR #27; and

c. Certificate of Good Standing issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG).

Alternatively, the Offeror may demonstrate compliance utilizing the Hawaii Compliance Express (HCE), which allows businesses 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 contract award and final payment purposes. Businesses electing to use the HCE services will be required to pay an annual subscription fee of $12.00.

5. Indemnification

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

6. Insurance Requirements

Within fifteen (15) days after award of the Contract and prior to the execution of the Contract, the Successful Offeror shall furnish to the Contracting Officer valid certificate(s) of insurance as evidence of the following minimum insurance coverage requirements:
Coverages

**Commercial General Liability**
with Personal Injury Liability

**Limits**
$1,000,000.00 per occurrence for bodily injury and personal property damage and $2,000,000.00 general aggregate.

Personal injury liability limit of $1,000,000.00 per occurrence.

**Automobile Insurance**
covering all owned, non-owned and hired automobiles

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 $2,000,000.00 combined single limit.

**Workers’ Compensation** as required by applicable State laws.

Insurance to include Employer’s Liability. Both such coverages shall apply to all employees of the Successful Offeror and to all employees of sub-contractors in case any sub-contractor fails to provide adequate similar protection for all its employees.

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

“The State of Hawaii, the Hawaii Public Housing Authority, its elected and appointed officials, officers, and employees shall be named as additional insured, except for Professional Liability Insurance and Workers Compensation Insurance, as respects to operations performed for the State of Hawaii under this Contract.”

The Successful Offeror agrees to provide the HPHA before the effective date of the Contract, certificates(s) of insurance necessary to satisfy the HPHA that the Successful Offeror is in compliance with the insurance provisions of this Contract 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 furnish a copy of the policy or policies. The minimum insurance required
shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the Contract, including all Supplemental Contract(s).

Failure of the Successful Offeror to provide and keep in force such insurance shall be regarded as material default under this Contract and shall entitle 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 policy or policies of insurance shall not be construed to limit the Successful Offeror’s liability hereunder or 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.

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

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

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

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

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

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

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

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

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

f. Noncompliance with HUD's regulations in 24 CFR part 135, may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

8. Minority/Women Business Participation (MBE/WBE)

Whenever possible, the interested offeror awarded the contract agrees to subcontract with minority owned business enterprises and/or women owned business enterprises, certified as such as recognized.
9. Using Best Efforts to Fulfill Minority/Women Business Participation

In the event that the HPHA has a reasonable belief that the interested offeror will not use its best efforts to meet the MBE/WBE participation goal, the HPHA reserves the right to cancel in whole or in part, the Contract. Best efforts may be established by demonstrating that the interested offeror has contracted or solicited bids/quotes from subcontractors in identifying MBE/WBE.

10. Administrative Policies

At a minimum, the Successful Offeror shall maintain its own written policies that 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. Conflict of Interest;
f. Smoking Policy;
g. Safety Plan or Policies; and
h. Americans with Disabilities Act.

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

B. Type of Contract

1. By submission of a proposal, Offerors warrant and certify that they have read and are familiar with the contractual and service requirements set forth in this RFP and its attachments, and the provisions of which are expressly incorporated into this RFP by reference.

All proposals shall become the property of the HPHA. The Successful Offeror’s proposal will be incorporated into the resulting Contract by reference. The stated requirements appearing elsewhere in this RFP shall be incorporated into the resulting Contract by reference.

The Successful Offeror shall be required to enter into a fixed-priced formal written contract with the HPHA in accordance with the laws, rules and regulations of the State of Hawaii. See Attachments 4 through 11, Contract for Goods and Services Based on Competitive Sealed Proposals. The Successful Offeror shall pay the State of Hawaii general excise tax and all other applicable taxes. Subsequent to the award and within 10 days after
the prescribed contract forms are presented for signature, the Successful Offeror shall execute and deliver the original contract forms to the HPHA as specified by the HPHA.

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. Additional Services and Fees

For additional work not described in the Contract, the Successful Offeror and the HPHA shall negotiate for additional needed services related to the property appraisal services and other related fees which may arise during the course of the Contract. Any agreement shall be in writing, executed by all parties, and shall be attached to the Contract as an amendment to expire at the same time as the original Contract or subsequent extension period.

5. 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.

6. Bonds

No performance or payment bond is required.

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

- [x] Single  
- [ ] Multiple  
- [ ] Single and/or Multiple

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

- [x] Single term (≤ 12 mos)  
- [ ] Multi-term (> 12 mos)
Term of contract: 12 Months

Maximum length of contract: 60 Months

The Contract shall be for a 12-month period effective upon the HPHA's issuance of a Notice to Proceed.

E. Contract Price Adjustment

Each price proposal herein shall be firm.

III. CONTRACT MONITORING AND REMEDIES

A. Monitoring

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

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

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

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

5. Should the Successful Offeror continue to fail to comply with the requirements of the Contract, the HPHA reserves the right to engage
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 directly assess the Successful Offeror.

6. 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, the HPHA reserves the right to purchase in the open market, a corresponding quantity of services, and to deduct this cost from monies due or that may thereafter become due the Successful Offeror. 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.

7. 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. Termination

The HPHA reserves the right to terminate any Contract without penalty for cause or convenience as provided in the General Conditions. See Attachment 9.

IV. SCOPE OF SERVICES

A. Maintenance and Repair Contract Monitoring

1. The Successful Offeror shall conduct field inspections of the repair and maintenance work semi-annually during the course of the Successful Offeror’s Contract. Inspections beyond semi-annually will be considered Additional Services.

2. During the course of the Maintenance Contract, the HPHA anticipates that the Elevator Maintenance Contractor may discover problems requiring repair that were not included in the original scope of repair work. If any of these situations arise, the Successful Offeror shall inspect the elevator(s) and make recommendations on the scope of the work and provide a written cost estimate for the proposed repairs. The HPHA shall determine what repairs will be completed, subject to the availability of funds. If required, these inspections will be considered Additional Services.

3. The Successful Offeror shall review all monthly progress payment requests of the elevator maintenance- and repair Contract and make
recommendations for payments.

4. When requested by HPHA, the Successful Offeror shall conduct Elevator Committee meetings with the HPHA Contract Administrator, the Property Manager and the Elevator Maintenance Contractor. The Successful Offeror shall present his/her evaluation of the maintenance services being provided, with recommendations for improvements of the maintenance work. Committee meeting will be considered additional services.

5. The Successful Offeror shall review State Inspection Reports and determine who is responsible for deficiency items. The Successful Offeror shall assist HPHA to negotiate costs for any required work that is HPHA's responsibility.

6. The Successful Offeror shall submit monthly status report for each elevator listed on the maintenance Contract. Status report shall include all callbacks, after hour work, repairs, testing, extra billing and justification of each item as requested by HPHA Contract Administrator.

7. The number and make of the elevators are as follows:

<table>
<thead>
<tr>
<th>Asset Management Project</th>
<th>Property Name</th>
<th>No. of Elevators</th>
<th>Make</th>
</tr>
</thead>
<tbody>
<tr>
<td>AMP 30</td>
<td>Salt Lake Apartments</td>
<td>2</td>
<td>MCE Mod / Thyssen</td>
</tr>
<tr>
<td>AMP 34</td>
<td>Kalakaua Homes</td>
<td>2</td>
<td>MCD Mod</td>
</tr>
<tr>
<td></td>
<td>Makua Alii</td>
<td>2</td>
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<td></td>
<td>Paoakalani</td>
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<td>MCD Mod</td>
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<td>Kalanihuiia</td>
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<td></td>
<td>Punchbowl Homes</td>
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<td></td>
<td>Pumehana</td>
<td>2</td>
<td>MCD Mod</td>
</tr>
<tr>
<td></td>
<td>Makamae</td>
<td>2</td>
<td>MCD Mod</td>
</tr>
<tr>
<td>MU 42</td>
<td>Halia Hale</td>
<td>1</td>
<td>Montgomery Kone</td>
</tr>
<tr>
<td></td>
<td>Hale Poai</td>
<td>2</td>
<td>Otis</td>
</tr>
<tr>
<td></td>
<td>Kamalu</td>
<td>2</td>
<td>Dover</td>
</tr>
<tr>
<td></td>
<td>Hoolulu</td>
<td>2</td>
<td>Montgomery Kone</td>
</tr>
<tr>
<td></td>
<td>Laiola</td>
<td>2</td>
<td>Montgomery Kone</td>
</tr>
</tbody>
</table>

B. Management Representative

1. The Successful Offeror shall designate a contact person who will be responsible for oversight of the elevator maintenance under the Contract and ensure Contract performance. The contact person shall respond to the HPHA’s inquiries, complaints, and concerns within 24 hours, unless otherwise instructed in writing by the HPHA.
2. The HPHA Contract Administrator may send a monitoring report to the Successful Offeror when needed. The monitoring report will document discrepancies and Contract violations, which require correction. These discrepancies and Contract violations must be corrected by the time periods provided.

3. The Successful Offeror shall ensure adequate and appropriate representation at meetings with the HPHA when required. The HPHA anticipates meetings with the Successful Offeror's contact person who will be responsible for oversight of Contract performance.

C. Personnel

1. All personnel shall be considered employees of the Successful Offeror.

2. 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.

3. During the performance of this Contract, the Successful Offeror agrees not to discriminate against any employee or applicant for employment. The Offeror will take affirmative action to ensure equal treatment of its employees. Such action shall include without limitation, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Successful Offeror shall insert similar provisions in all subcontracts.

Furthermore, if 15 or more persons are employed, the Successful Offeror agrees and shall take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees that it does not discriminate on the basis of handicap, pursuant to 24 CFR Part 8, section 8.54(a) – Notice.

4. The Successful Offeror shall be solely responsible for adequate communication to its staff regarding Contract terms and conditions.

D. Estimated Number of Hours

For the duration of each Contract period, the HPHA anticipates the number of hours as follows:

<table>
<thead>
<tr>
<th>Contract Period</th>
<th>Estimated No. of Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial 12-months</td>
<td>420</td>
</tr>
<tr>
<td>Option Year 1</td>
<td>420</td>
</tr>
<tr>
<td>Option Year 2</td>
<td>420</td>
</tr>
</tbody>
</table>
E. Payment

1. The HPHA shall compensate the Successful Offeror in accordance with the accepted proposal. Any requirements for advance payment must conform to the common business practice for making such payments as determined by the HPHA and in accordance with section 40-57, HRS. Compensation shall be paid in accordance with and subject to the following:

   a. The Successful Offeror shall submit an invoice for services.

   b. Pursuant to section 103-10, HRS, the HPHA shall have 30 calendar days after receipt of a proper invoice and satisfactory delivery of goods or performance of the services to make payment or as allowable in accordance with section 40-57, HRS. Upon receipt of the invoice, the HPHA shall date stamp the invoice, and use this receipt date to calculate that 30-day payment period. For the purposes of this paragraph, the Successful Offer's invoice date shall not be considered.

   For this reason, the HPHA will reject any offers submitted with a condition requiring payment within a shorter period. Further, the HPHA will reject any offers submitted with a condition requiring interest payments greater than that allowed by section 103-10, HRS, as amended.

2. The Successful Offeror shall submit original invoice(s) for elevator consultant services to:

   Hawaii Public Housing Authority
   Property Management and Maintenance Services Branch
   1002 N. School Street
   P.O. Box 17907
   Honolulu, Hawaii 96817

3. All invoices shall reference the Contract number assigned to the Contract. Payment shall be made in accordance with section 103-10, HRS, upon certification by the Contract Administrator that the Successful Offeror has satisfactorily rendered the goods/services specified or as allowable in accordance with section 40-57, HRS.

4. Invoice(s) shall be itemized, to include, without limitation, property name and performance period.
5. Invoice(s) for the month of June shall be submitted to the HPHA by the 20th of June for work performed for the period from June 1st to June 15th for payment processing in order to comply with the HPHA fiscal year-end close-out process. For work performed for the period from June 16th to June 30th, the invoice shall be submitted to the HPHA not later than July 15th for payment processing.

6. The HPHA may submit monitoring report(s) to the Successful Offeror listing any discrepancies or Contract violation(s) requiring correction. These discrepancies or Contract violation(s) must be addressed timely as agreed to by both parties to avoid delays in payment issuance or for payment adjustment purposes.

7. For final payment, the Successful Offeror must submit a valid tax clearance certificate. A valid tax clearance certificate shall be dated not more than two (2) months from the last approval date with an original green certified copy stamp. A valid Hawaii Compliance Express Certificate of Vendor Compliance in lieu of the tax clearance certificate is acceptable.

8. **COVID-19 PANDEMIC**

Due to the COVID-19 pandemic, the Successful Offeror is highly recommended that the Successful Offeror’s employees adhere to the following protocols while doing work at all HPHA properties:

a. Contact with tenants should be avoided with social distancing of a minimum of six (6) feet maintained;

b. Non-essential work that requires close contact should be avoided;

c. Wash or clean hands before entering or leaving the site with soap and water or hand sanitizer with at least 60% alcohol content;

d. Wear a face covering with multiple layers covering mouth and nose at all times on HPHA properties; and

e. Workers with a fever, cough or other flu-like symptoms should not be allowed on the property.

(END OF SECTION)
Section 3
Proposal Forms and Instructions

I. General Instructions

By submission of a proposal, the offeror certifies that the proposal is a complete plan for accomplishing the tasks identified in this RFP. The offeror's proposal must demonstrate an understanding of and the ability to meet and perform all contractual requirements listed in this RFP.

Offerors shall ensure compliance with all requirements of the RFP. Failure to comply with any of the RFP requirements may result in automatic disqualification of their proposal.

The submission of a proposal shall constitute the offeror's indisputable representation 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 to the offer related to performance requirements of the work.

An offeror shall submit one (1) original proposal marked "ORIGINAL", three (3) copies of the proposal marked "COPY", and one (1) USB drive. It is imperative that the offeror submit only one (1) original proposal 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, the offeror's name, address, telephone, fax number, and address it to the attention of the RFP Coordinator.

All corrections to a proposal shall be legible and initialed in ink by the offeror's authorized person signing the proposal. Any illegible or otherwise unrecognizable corrections or initials on the proposal may result in a rejection of the proposal.

Prior to submission of a proposal, each offeror must:

A. Thoroughly examine the solicitation documents. Solicitation documents include this RFP, all RFP attachments, RFP addendums, and any other relevant documentation.

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

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.

II. Proposal Forms

A. The proposal forms/documents must be completed and submitted to the HPHA by the required due date and time, and in the format prescribed by the HPHA. Electronic mail submissions shall not be accepted. See Attachment 15 for Proposal Submittal Checklist.

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

C. Offeror’s authorized signature shall be an original signature in ink. If the proposal is not signed by an authorized representative as submitted on the corporate resolution or the affixed signature is a photocopy, the proposal may be rejected unless waived by the HPHA pursuant to section 3-122-31(c)(1)(B), HAR.

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

   ii. Include the offeror’s organization, RFP identification information, titles/subtitles, and numerical outline information on the top right hand corner of each page of the proposal.

   iii. Include consecutive page numbering on the proposal, which should begin with page one and end with the last numbered page of the complete proposal.

   iv. Proposals must be bounded and tabbed by sections.

III. Proposal Application:

Listed below are the sections that must be included in the offeror’s proposal. Each section must be clearly labeled and shall be assembled in the order described herein.

Offerors must compile proposals using the following outline:

1. Transmittal Letter
2. Table of Contents
3. Background and Summary
4. Experience and Capability
5. Personnel
6. Service Delivery
7. Financial Capacity
8. Price Proposal
9. Commitment to Section 3
10. Other

A. Transmittal Letter

The Transmittal Letter shall be in the form of a standard business letter on official business letterhead and signed by an authorized representative. See Attachment 16.

The Transmittal Letter must include:

1. A statement indicating that the Offeror is a corporation or other legal entity and the federal and state taxpayer identification number of the legal entity.

2. A statement that the Offeror is or will be registered to do business in Hawaii and will obtain a Federal Tax License and State General Excise Tax License before commencement of work.

3. A statement declaring the Offeror is not in violation of Chapter 84, HRS, concerning prohibited State contracts.

4. A statement certifying that the price(s) submitted by the Offeror was/were independently arrived at without collusion.

5. A statement acknowledging and identifying that all addenda to this RFP issued by the HPHA have been received by the Offeror. If no addenda have been received, a statement to that effect should be included. Alternatively, complete and submit the Acknowledgement of Addenda form with the proposal. See Attachment 3.

6. A statement authorizing the HPHA to verify information provided in the interested offeror’s proposal.

B. Background and Summary

This section shall clearly and concisely summarize and highlight the contents of the proposal in such a way as to provide the HPHA with a broad understanding of the entire proposal. Include a brief description of the Offerors’ philosophy and overall approach to the product/services offered, brief description of the offeror’s organization, goals and objectives related to the services offered, and how the proposed service is designed to meet the needs identified in this solicitation.
C. **Experience and Capability**

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 related to the services to be provided to either a public housing authority, or government agency or private entity within the last five (5) years. Identify the name(s) of the client, the nature and duration of the engagements, and primary accomplishments.

   Provide a list of companies or governmental organizations to which your proposed team is/are currently providing services. If this does not include at least five (5) entities, then provide the names of the entities for which similar services have been provided. For each entity include:

   i. Term, beginning and ending dates, of your contract agreement;
   ii. Monthly revenues resulting from the work;
   iii. Brief description of the scope of work; and
   iv. Name, address, and telephone number of the individual that administered your contract(s).

2. **Professional References**

   The interested offeror shall provide a list of professional references for the last five (5) years, including contact information.

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

1. **Proposed Staffing**

   This section shall describe the staff necessary and specific time available to ensure the performance of work in an accurate and timely manner. Staff titles, qualifications and level of effort are to be included in the response. Detail the proposed team’s capacity to successfully plan, implement and develop the proposed work.

2. **Staff Qualifications**

   This section 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 key staff position.

The interested offeror shall provide reasonable assurances that the project team included in the proposal will be the team that actually participates in the project. Please include appraisal certification or licensure in the State of Hawaii for each staff member that will participating in this project.

3. Organization Chart

If applicable, this section shall reflect the position of each staff and line of responsibility/supervision. Please include position title, name and full time equivalency. If applicable, a project organization chart must be included with proposal.

E. Service Delivery

This section shall include a detailed discussion of the following:

1. The interested offeror’s approach to applicable service activities and management requirements from Section 2, Item IV. Scope of Work, including, project timeline, work plan of all service activities and tasks to be completed, and related work assignments/responsibilities.

2. How the interested offeror’s approach is the most advantageous in terms of meeting the scope of work, cost effectiveness, and reliability.

F. Financial Capacity

This section shall state the interested offeror’s status of current projects and the financial capacity. Given the state of the interested offeror’s current workload and work in progress, provide information as to the financial capacity to complete the project in a timely and orderly manner.

G. Price Proposal

The price proposal shall include the hourly rate for each staff person, number of hours to be performed, lump sum price for each staff person and the all-inclusive lump sum price for each Contract period based on the estimated number of hours as indicated Section 2, Scope of Services, IV.D. Estimated No. of Hours, pages 23 – 24 or as proposed by the interested offeror.
H. Commitment to Section 3/Other Requirements

This section will describe the interested offeror’s in providing utilization and furtherance to the HPHA’s commitment to Section 3 requirements, Women’s Business Enterprises, and Minority Business Enterprises. In order or priority, economic opportunities should be directed to housing developments managed by the HPHA then to non-public housing residents of very low and low income.

IV. HUD FORMS

A. Instructions to Offerors Non-Construction, form HUD 5369-B

Form HUD 5369-B is provided for the interested offeror’s information and reference. Form HUD 5369-B is included in this RFP and can also be found at www.hudclips.org. See Attachment 11.

B. Certifications and Representations of Offerors, form HUD 5369-C

Form HUD 5369-C must be completed and submitted to the HPHA with the proposal form by the required due date and time, and in the form prescribed by the state purchasing agency. The certification must be signed and dated by an authorized representative. Form HUD 5369-C is included in this RFP and can also be found at www.hudclips.org. See Attachment 12.

V. OTHER

Offerors will also submit the following with his/her proposal application:

1. Signed Wage Certificate to demonstrate compliance with section 103D-55, HRS.

2. Acknowledgement of Addenda

3. Certification and Representations of Offerors (HUD Form 5369-C).

4. Corporate Resolution indicating authorized signer for proposals and contractual documents on behalf of the Offeror.

Failure to submit the above documents at the time of proposal submission may be cause to reject the Offeror’s proposal.

(END OF SECTION)
Section 4
Proposal Evaluation & Award

I. Proposal Evaluation

An evaluation committee approved by the HPHA Executive Director or designee will evaluate all proposals received. The evaluation of such proposals will be based solely on the evaluation criteria set forth in this RFP. The evaluation committee’s primary responsibility shall be to review the technical aspects of the proposals submitted.

Each proposal will be reviewed for overall compliance with the RFP requirements and will be scored based on a total possible of 100 points. The evaluation criteria are as follows:

<table>
<thead>
<tr>
<th>Evaluation Categories</th>
<th>Possible Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mandatory Requirements</td>
<td>Pass or Rejected</td>
</tr>
<tr>
<td>Proposal Application</td>
<td>100 Points</td>
</tr>
</tbody>
</table>

A. Experience and Capability

1) Extent to which the Offeror clearly demonstrates having the experience and knowledge to provide the proposed services
2) Extent to which the Offeror clearly and concisely demonstrates having successfully performed the proposed services.

B. Personnel: Project Organization and Staffing

1) Degree to which the Offeror clearly demonstrates that it has the qualified personnel, expertise, capacity and time to perform the proposed services.

C. Service Delivery

1) Extent to which the Offeror clearly describes in the work plan how the proposed scope of services will be accomplished.
2) Extent to which the Offeror clearly describes in the work plan how the proposed scope of services will be accomplished in a timely and efficient manner.
### Evaluation Categories

<table>
<thead>
<tr>
<th>Evaluation Categories</th>
<th>Possible Points</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>D. Cost Reasonableness</strong></td>
<td></td>
</tr>
<tr>
<td>1) Extent to which the Offeror’s proposed price is reasonable.</td>
<td>10 points</td>
</tr>
<tr>
<td><strong>E. Financial Capacity</strong></td>
<td></td>
</tr>
<tr>
<td>1) Extent to which the Offeror clearly demonstrates that it has the financial</td>
<td>5 points</td>
</tr>
<tr>
<td>capacity to perform and complete the project services as required in the RFP.</td>
<td></td>
</tr>
<tr>
<td><strong>F. Price Proposal</strong></td>
<td></td>
</tr>
<tr>
<td>1) The Offeror proposing the lowest price will be assigned the maximum points. Each</td>
<td>5 points</td>
</tr>
<tr>
<td>proposal that has a higher cost factor than the lowest will be assigned a lower</td>
<td></td>
</tr>
<tr>
<td>rating.</td>
<td></td>
</tr>
<tr>
<td><strong>G. Commitment to Section 3/Other Requirements</strong></td>
<td></td>
</tr>
<tr>
<td>1) Up to 5 points will be awarded based on the degree to which the interested</td>
<td>5 points</td>
</tr>
<tr>
<td>offeror clearly and concisely demonstrates its approach to the scope of work,</td>
<td></td>
</tr>
<tr>
<td>cost effectiveness, and reliability.</td>
<td></td>
</tr>
</tbody>
</table>

Proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable.

If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may rank the proposals and limit the priority list to three (3) responsive and responsible offerors who submitted the highest-ranked proposals. If there are less than three (3) acceptable or potentially acceptable proposals, the HPHA shall not be required to hold discussions with offerors who submitted unacceptable proposals.

Discussion may be conducted with priority listed offerors who submit proposals determined to be acceptable or potentially acceptable of being selected for award. Proposals may also be accepted without discussions. The objective of these discussions is to clarify issues regarding the offeror’s proposal before the best and final offer, if necessary.

The HPHA reserves the right to make no award should it believe that none of the offerors will be capable of delivering the necessary level of services within an acceptable price range and/or time period.
A. Mandatory Requirements

Proposals shall be prepared in accordance with the instructions provided in this RFP and shall meet all requirements set forth in this RFP. Proposals shall be in the format as prescribed by this solicitation and shall contain a response to each of the sections identified in the evaluation criteria for award. Proposals will be reviewed to ensure submittal of all required attachments, certifications, forms, and narrative sections.

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

B. Technical Review

Proposals will be evaluated for technical and contractual acceptability. The technical review will be evaluated to determine if the Offeror possesses the capability to successfully perform the requirements of the solicitation. The technical criteria are as follows:

1. Experience and Capability;
2. Personnel;
3. Service Delivery; and
4. Cost Reasonableness
5. Financial Capacity.

Successful Offeror shall produce documents to demonstrate compliance with section 3-122-112, HAR, Responsibility of Offerors.

C. Price Proposal Review

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

The points allocated to higher priced proposals must be equal to the lowest cost factor proposal price multiplied by the maximum points available for the price proposal evaluation criteria, divided by the price of the proposal being evaluated as follows:

\[
\frac{\text{Price of the lowest price proposal} \times 5}{\text{Price of the proposal being evaluated}}
\]

In determining whether a proposal is reasonable, the HPHA will evaluate the price against an independent cost estimate and all proposals received.
D. Method of Award

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

All proposals will be reviewed for reasonableness. Offers that are not within the competitive range will be notified that their proposals are unacceptable, negotiations/discussions are not contemplated, and any revisions to the proposals will not be considered.

Award will be made to the responsible offeror whose proposal conforms to the solicitation requirements and determined most advantageous to the HPHA with consideration to price and other factors indicated herein.

Pursuant to Chapter 3-122-59 HAR, 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 a new request for proposals may be solicited if certain conditions are not met; the proposed solicitation maybe cancelled, or an alternative procurement method may be conducted.

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 offeror can submit to the HPHA.

(END OF SECTION)
### Section 5
#### Attachments

1. Wage Certificate  
   Due June 7, 2022
2. Acknowledgement of Addenda  
   Due June 7, 2022
3. Sample Contract for Goods or Services Based Upon Competitive Sealed Proposals  
   For Information Only
4. Sample Contract – Attachment 1, Scope of Services  
   For Information Only
5. Sample Contract – Attachment 2, Compensation and Payment Schedule  
   For Information Only
6. Sample Contract – Attachment 3, Time of Performance  
   For Information Only
7. Sample Contract – Attachment 4, Certificate of Exemption for Civil Service  
   For Information Only
8. Sample Contract – Attachment 5, Special Conditions  
   For Information Only
9. General Conditions, State AG-008 103D  
   For Information Only
10. General Conditions, Federal Form HUD 5370-C  
    For Information Only
11. Instructions to Offerors, Form HUD 5369-B  
    For Information Only
12. Certification and Representation of Offerors, Form HUD 5369-C  
    For Information Only
13. Hawaii State Government Holiday Schedule  
    For Information Only
14. Sample Transmittal Letter  
    For Information Only
15. Proposal Submittal Checklist  
    For Information Only

(END OF SECTION)