

Hawaii Public Housing Authority  
State of Hawaii

## RFP PMB-2019-28

Request for Proposals for Property Management and  
Maintenance Services at the Ka Hale O Kameha'ikana  
Community Resource Center on Oahu

*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, fax 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 December 30, 2019



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

REQUEST FOR PROPOSALS (RFP) No. RFP PMB-2019-28

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 at the Ka Hale O Kameha`ikana Community Resource Center on Oahu**, located at 1485 Linapuni Street, Honolulu, Hawaii 96819.

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](http://www.hpha.hawaii.gov) beginning on Monday, December 30, 2019. Offerors must be licensed in the State of Hawaii to manage real property and have experience in managing commercial property.

The HPHA Contract and Procurement Office will conduct a Pre-Proposal Conference at 9:00 a.m. Hawaii Standard Time (HST) at the Ka Hale O Kameha`ikana Community Resource Center Dining Hall, located at 1485 Linapuni Street, Honolulu, HI 96819, Friday, January 10, 2020. A Site Inspection of the property will be conducted following the conclusion of the Pre-Proposal Conference. Interested offerors are strongly encouraged to attend the Pre-Bid Conference and site inspection.

Sealed proposals will be received at the HPHA Central Files Office at 1002 N. School Street, Bldg. D, Honolulu, Hawaii 96817 until 2:00 p.m. HST, Friday, January 31, 2020. Electronic mail and facsimile transmissions **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 2:00 p.m. HST, Friday, January 31, 2020.

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 Ms. Tammie Wong, RFP Coordinator at (808) 832-6071.

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”), a public body and a body corporate and politic of the State of Hawaii under Chapter 356D, Hawaii Revised Statutes (HRS). The HPHA consolidates all low income housing functions. The HPHA addresses the housing needs of families in Hawaii. The HPHA seeks to competitively procure commercial property management services for the Ka Hale O Kameha’ikana 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 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 to secure commercial property management for the Resource Center.

This Request for Proposals (hereinafter “RFP”) is issued under the provisions of Chapter 103D, HRS, and the related administrative rules. Offerors are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed 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 offerors with an overview of the procurement and contracting process.
  
- Section 2     Scope of Work and Specifications – Provides offerors with a general description of the tasks to be performed, delineates offeror’s responsibilities, and defines applicable deliverables.
  
- 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:

Ms. Tammie Wong  
Hawaii Public Housing Authority  
Contract and Procurement Office  
1002 North School Street, Bldg. D  
Honolulu, Hawaii 96817  
Telephone: (808) 832-6071  
Fax: (808) 832-6039  
Email: [tammie.y.wong@hawaii.gov](mailto:tammie.y.wong@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 below:

Mr. Earl Nakaya  
Hawaii Public Housing Authority  
Property Management and Maintenance Services Branch  
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.

#### **IV. Procurement Timeline**

<u>Activity</u>	<u>Scheduled Dates</u>
Public notice announcing RFP	Dec. 30, 2019
Distribution of proposal specs/proposal form	Dec. 30, 2019
Pre-Proposal Conference and Site Inspection	Jan. 10, 2020
Deadline to submit written inquires	Jan. 13, 2020
State response to written inquires	Jan. 17, 2020
Proposal submittal deadline	Jan. 31, 2020; 2:00 p.m. HST
Proposal review	Feb./Mar. 2020
Notice of award	Feb./Mar. 2020
Contract execution	Feb./Mar. 2020
Start of services	March 31, 2020, 12:00 p.m., HST

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

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

The HPHA Contract and Procurement Office will conduct a Pre-Proposal Conference at 9:00 a.m. Hawaii Standard Time (HST) at the Ka Hale O Kameha'ikana Resource Center Dining Room located at 1485 Linapuni Street, Honolulu, HI 96819 with a site inspection to follow at approximately 10:15 a.m. HST, Friday, January 10, 2020. The HPHA strongly recommend that all offerors attend the Pre-Proposal Conference and the site inspection of the property.

Prior to submittal of the proposal, it is highly recommended that Offerors inspect the properties 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 will be provided. Verbal answers provided by the HPHA are not binding and only intended for general guidance purposes. Written formal official responses to substantive questions will be provided to each registered Offeror as set forth in Section VI below not later than Friday, January 17, 2020. Any changes to the RFP will be issued as an addendum to this RFP.

#### **VI. Submission of Questions**

Offerors may submit questions to the RFP Coordinator identified in Section 1 of this RFP. The deadline for submission of written questions is Monday, January 13, 2020. 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 response to written questions shall be issued as an

addendum to the RFP and will be sent to all registered Offerors via mail, electronic mail or facsimile not later than Friday, January 17, 2020.

## VII. Submission of Sealed Proposals

- A. **Forms/Formats.** Proposal forms and formats such as price proposal are included in Section 3 – Proposal Forms and Instructions.
- 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 2:00 p.m. HST, Friday, January 31, 2020. 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 Service and Federal Express, shall be considered hand deliveries. **Electronic submissions such as electronic mail and facsimile transmissions shall not be accepted.**

Sealed Proposals should be addressed to:

Hawaii Public Housing Authority  
1002 N. School Street  
Central Files Office, Building D  
Honolulu, Hawaii 96817  
Attn: Ms. Tammie Wong, RFP Coordinator

Proposals received after 2:00 p.m. HST, Friday, January 31, 2020 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 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 in accordance with section 3-122-16.07, Hawaii Administrative Rules (HAR).

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 not later than 2:00 p.m. HST, Friday, January 31, 2020.

**D. Late Modification/Late Withdrawal**

Any notice of withdrawal or notice of modification of a proposal with the actual modification is considered late when received by the HPHA after the established due date and time. A late modification will not be considered for award.

Acceptance of a late withdrawal request shall be at the sole discretion of the HPHA Procurement Officer.

- E. 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 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.

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 wages effective July 1, 2019 for State employees performing similar work have been published by 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 employee 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:
  - a. 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.
  - b. 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 website at the following address:

<http://dhrd.hawaii.gov/state-hr-professionals/class-and-comp/salary-schedules/>

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

- F. **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 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.**

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 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 of Hawaii Office of Information Practices.

- G. **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.
- H. The HPHA will not warrant that information marked “confidential” is protected from disclosure. Information shall be made confidential as permitted by law.

### **VIII. Discussion with Offerors Prior to Proposal 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-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. 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 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 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 offeror 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 in section 3-122, Hawaii Administrative Rules (HAR).

## **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**

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 property management and maintenance services under this RFP.

The Successful Offeror receiving an award shall be required to enter into a formal written Contract. See Attachments 2 through 8.

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 as may be required by State statute, federal regulation, rule, order or other directive.

No work shall 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 start date.

## **XVIII. Protests**

Pursuant to §103-71, HRS, 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 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 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. Any notice of award resulting from this solicitation shall be posted on the Hawaii Awards & Notices Data System on the State Procurement Office website at <https://hands.ehawaii.gov/hands/awards>.

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

**XIX. Availability of Funds**

The award of a Contract and any allowed renewal or extension 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 through personal observation, site inspection, and/or other methods as deemed appropriate by the HPHA Contract Administrator or his/her designated representative(s), including without limitation the HPHA auditors, the State Legislature, and/or other designated representatives.

The HPHA will periodically submit a report to the Successful Offeror listing any discrepancies or Contract violation(s) requiring correction. These discrepancies or Contract violation(s) must be corrected or implemented within the period as indicated in the notice issued by the HPHA.

Failure to comply with the 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 or unscheduled/unannounced inspections of all facilities, records, files, etc. within the Resource Center to ensure that administrative policies, 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 withhold the payment of management fees, without being required to pay interest for late payment, until the Successful Offeror implements and complies with a corrective action plan in response to findings by the HPHA or demonstrate improvement in performance after implementing its corrective action plan.

The HPHA will conduct a review of financial activities at 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 as deemed necessary.

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

The General Conditions that will be imposed contractually are included as an attachment. The State 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).

The HPHA may also impose contractually any Special Conditions. See Attachment 7. 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.

## **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.

### **XXIII. Campaign Contributions by State and County Contractors Prohibited**

If awarded a Contract in response to this solicitation, the Successful Offeror agrees to comply with section 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.

(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 Ka Hale O Kameha`ikana 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 without limitation, 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 at the Resource Center located at 1485 Linapuni Street, Honolulu, Hawaii 96819, a 52,790 square feet commercial property on Oahu. The Resource Center includes the main building, commercial kitchen, pavilion, and gymnasium. See Attachment 1 for description of property.

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

Funds are subject to appropriation by the State 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.

## 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.
2. The Successful Offeror must have no outstanding balances owing to the State of Hawaii. 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. Prior to award of a Contract, the Successful Offeror shall furnish proof of compliance with the 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:

- 1) Be registered and incorporated or organized under the laws of the State of Hawaii as a "Hawaii business" as follows:

**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.

- 2) Be registered to do business in the State of Hawaii as a "compliant non-Hawaii business" as follows:

**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 offeror's proposal.

#### 4. 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 12 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.

#### 5. Certifications of Eligibility

Prior to award of a Contract, Offerors shall submit the following documents to the HPHA to demonstrate compliance with applicable 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 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 is hosted by the Hawaii Information Consortium, LLC (HIC) and it 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. Offerors electing to use the HCE services will be required to pay an annual fee of \$12.00 to the HIC.

## 6. Indemnification

The Successful Offeror shall defend, indemnify, and hold harmless the State of Hawaii, the HPHA, its elected and appointed officials, officers, and employees, from and against all liability, loss, damage, cost, and expense, including all attorneys' 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.

## 7. Insurance Requirements

Within 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 existence of the following minimum insurance policies and coverage limits. This insurance must be maintained throughout the entire performance period. Failure to maintain the required insurance is considered a material default of the Contract.

### a. Workers' Compensation

The Successful Offeror shall carry Workers' Compensation insurance in such form and amount to satisfy the applicable 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 Resource Center personnel will be reimbursed by the HPHA, not to exceed the amounts submitted as part of the proposal.

### b. Fidelity Bond

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

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

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

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

c. 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.

d. Liability Insurance

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

<u>Coverages</u>	<u>Limits</u>
Commercial General Liability with Personal Injury Liability	\$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.

Coverages

Workers' Compensation as required by applicable State laws.

Limits

Insurance to include Employer's Liability. Both Such coverages shall apply to all employees of the Successful Offeror and to all employees of sub0contractors in case any sub-contractor fails to provide adequate similar protection for all of 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 minimum insurance required shall be in full compliance throughout the entire term of the Contract, including all Supplemental Contracts.

To satisfy the minimum coverage limits required by the 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.

Upon execution of the Contract and before the effective date of the Contract, the Successful Offeror agrees to deposit with the HPHA, valid certificate(s) of insurance necessary to satisfy the HPHA the Successful Offeror's compliance with the insurance provisions of the Contract and to keep such insurance in effect and the certificate(s) on deposit with the HPHA during the entire term of the Contract. Upon request by the HPHA, the Successful Offeror shall furnish 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 the Contract. The HPHA shall be entitled to exercise any or all of the remedies provided in the Contract for such default of the Successful Bidder.

The procuring of such required policy or policies of insurance shall not be construed to limit Successful Offeror's liability or to fulfill the indemnification provisions and requirements of the Contract.

Notwithstanding said policy or policies of insurance, the Successful Offeror shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with the Contract.

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.

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

e. 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.

f. Public Liability

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

8. Real Estate Broker's License

Pursuant to chapter 467, HRS, Real Estate Brokers and Salesperson, the Offeror must possess a valid real estate broker's license and employ a licensed principal broker at the submission of the proposal, and if awarded, throughout the duration of the resulting Contract. Offerors must submit evidence of said license. Offerors are charged with presumptive knowledge of the licensing requirements under chapter 467, HRS.

**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 in 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 formal written contract with the HPHA in accordance with the laws, rules and regulations of the State of Hawaii. See Attachments 2 through 8, Contract for Goods and Services Based on Competitive Sealed Proposals.

The Successful Offeror shall be paid on a cost reimbursement basis. All costs incurred must be supported by verifiable evidence that payment was made such as payroll records, invoices, receipts. The management fee shall be paid on a per occupied unit basis. No profit shall be allowed on project reimbursables, including, without limitation, postage, telephone, copy costs, and supplies. 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. 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 ( $\leq$  12 mos.)                       Multi-term ( $>$  12 mos.)

Initial term of contract:                      12 months  
March 31, 2020, 12:00 p.m. to  
March 31, 2021, 12:00 p.m.

Length of each extension:                      Up to 12 months; may be less than 12  
months when it is in the best interests of  
the State

Maximum length of contract:                      60 months

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

1. Contractor experienced cost savings and has unexpended funds available that can be used to provide additional goods and services; or
2. The HPHA determines there is an ongoing need for the services and has funds to extend services not to exceed 12 months. Contract extensions shall be awarded as agreed upon in the Primary Contract. Exceptions may be granted upon satisfactory justification such as increased in cost of services or cost of living increases; and
3. A Supplemental Contract must be executed prior to expiration of the Primary Contract; and
4. The Contractor must obtain HPHA approval in writing and a notice to proceed with the extension; and
5. The HPHA has determined that the Contractor has satisfactorily provided services over the current Contract term; and
6. Necessary funds are appropriated and allotted for an extension.

The option to extend the Contract shall be exercised at the sole discretion of the HPHA. The Contract shall be extended at the same rates as proposed in the accepted proposal unless price adjustments are provided herein. Submission of a proposal constitutes acknowledgement of the Offeror that the Offeror is able and willing to contract for services for the duration of the Contract period. If the Contractor is unwilling or unable to fulfill the maximum allowable length of time on the Contract, the HPHA reserves the right to assign the costs of reprocurement to any payments owed under the Contract. These costs may include, without limitation, reproduction costs, staff time and postage.

**E. Contract Price Adjustments (other than wage rate increases)**

Each proposal offered herein shall be firm for the 60-month proposal period, beginning March 31, 2020, 12:00 p.m. HST through March 31, 2025, 12:00 p.m. HST.

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

1. Contractor provides adequate documentation of price increase, such as an insurance statement; and
2. Contractor provides explanation for allocation of cost to the Resource Center; and
3. Increase shall not exceed five percent (5%) from the accepted price for each budget line item; and
4. The request for increase must be reasonable and there must be sufficient funds available to support the increase.

**III. CONTRACT MONITORING & REMEDIES**

**A. Monitoring**

1. The satisfactory provision of goods and services shall be monitored by the HPHA Contract Administrator. Performance will be monitored on an ongoing basis through personal observation, site inspection, and/or other methods deemed appropriate by the HPHA Contract Administrator or his/her designated representative(s), including without limitation HPHA auditors, the State Legislature, and/or other designated representatives.
2. The HPHA will periodically submit a report to the Successful Offeror listing any discrepancies or Contract violation(s) requiring correction.

These discrepancies or Contract Violation(s) must be corrected or implemented within the period as indicated in the notice issued by the HPHA.

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. The HPHA reserves the right to make periodic or unscheduled/unannounced inspections to include without limitation all facilities, records, and files at the Resource Center to check that administrative policies and property management and program concerns are properly considered and adequately addressed. The HPHA will make available to the Successful Offeror all appropriate findings, which affect the management and maintenance of the Resource Center or its budget and advise the Successful Offer of any corrective actions required.
5. In the event the Successful Offeror fails, refuses, or neglects to perform the services in accordance with the requirements of this RFP, and the resulting Contract, the HPHA reserves the right to purchase in the open market, a corresponding quantity of services, and to deduct such 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 resulting Contract and by law and rules.
6. The HPHA will conduct a review of financial activity for the Resource Center on a monthly basis to assess budget performance and to make budget adjustments. Special budget review sessions with the Successful Offeror may be conducted by the HPHA as deemed necessary.
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 for improvements 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, including, without limitation 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 repair costs from monies 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 the resulting Contract 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 Ka Hale O Kameha`ikana Resource Center to a private management firm shall include without limitation:

1. 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.
4. Abide by the specified requirements, comply with all instructions related to the management and maintenance of the Resource Center that may be issued from time to time by the HPHA and adhere to all operating

policies that have been or may be adopted and promulgated by the HPHA.

## **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 respond to the HPHA's inquiries, complaints and/or problems within 24 hours, unless otherwise instructed by the HPHA.
- b. The Successful Offeror shall be solely responsible for adequate communication to its staff regarding Contract terms and conditions.
- c. The Successful Offeror shall ensure adequate and appropriate representation at regular meetings with the HPHA. 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 available at <http://www.dhrd.hawaii.gov/state-hr-professionals/class-and-comp/>
- 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.
- 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. Upon request, the HPHA shall be provided with access to employee performance evaluations for the purposes of monitoring.

- e. The compensation and benefits for maintenance staff providing maintenance services at the Resource Center shall be apportioned to the commercial CAM account.
- f. The Successful Offeror with the concurrence of the HPHA shall hire a responsible employee as the Facility Manager who will be available during normal State of Hawaii operating hours, Monday through Friday from 7:45 a.m. to 4:30 p.m., **except for holidays observed by the Hawaii State Government**, and serve as a point of contact for tenants and the HPHA. At a minimum, the Facility Manager shall respond to tenant concerns, supervise staff, enforce lease agreement, monitor vacancy rates and tenant accounts receivables.
- g. The Successful Offeror shall provide the HPHA with an email address and an after-hour contact phone number for the Facility Manager.
- h. The Successful Offeror shall not institute additional or alternative paid holidays, including without limitation, the closure of business days at the expense of the HPHA and /or without express written consent by the HPHA.
- i. 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<sup>th</sup>. All unused vacation and/or sick leave must be forfeited at the end of the Contract period and each Contract period thereafter or at the end of each State Fiscal Year ending June 30<sup>th</sup>. The Successful Offeror shall not convert vacation and/or sick leave credits to cash at the expense of the HPHA.
- j. The Successful Offeror shall ensure the confidentiality of all information, documents, or materials viewed, discussed or provided to personnel concerning the tenants at 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.
- k. During the performance of the resulting 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 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 similar 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.

- l. The Successful Offeror agrees to remove any of its employees from servicing or providing services to the HPHA upon request in writing by the Contract Administrator. At the request of the HPHA and in its discretion, the CONTRACTOR shall remove forthwith and shall not employ in any portion of the work, any person who does not perform his/her duties and responsibilities in a proper and skillful manner or is intoxicated or disorderly or is abusive or unable to demonstrate tact and diplomacy in dealing with the public.
- m. The Successful Offeror shall conduct a nationwide criminal background check on all personnel employed at the Resource Center and be made available upon request by the HPHA.
- n. The Successful Offeror agrees to relieve any employee if arrested for any major crime or felony, pending final resolution of the investigation. The HPHA has final authority to allow the individual to perform the duties under the resulting Contract pending investigation, resolution or conviction. The resulting conviction will disqualify the individual from performing work in any capacity under the resulting Contract.
- o. 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.
- p. The Successful Offeror shall not employ an employee under the resulting Contract who is a registered sex offender in any state, Indian Country or U.S. territory. At any time during the Contract term, if it is discovered by the HPHA or by the Successful Offeror that an employee working at the Resource Center is a registered sex offender, the Successful Offeror shall immediately dismiss this person from employment under the resulting Contract.

- q. The Successful Offeror shall provide to the HPHA photo release authorization to use its staff photos in HPHA publication(s) and/or the HPHA website.
- r. Subject to section 356D-6.5, HRS, smoking of tobacco or any other plant material is strictly prohibited on HPHA properties. Furthermore, pursuant to section 328J-1 and 328J-2, HRS, “smoking” includes the use of an electronic smoking device and shall be prohibited in all enclosed or partially enclosed areas. The Successful Offeror agrees and shall adhere to these no-smoking laws while on HPHA properties. Such violation may be considered a breach of the resulting Contract and result in suspension or termination of the Contract. It shall be considered a violation of State law and subject to prosecution to the fullest extent under the law.

### **3. 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;
- h. Americans with Disabilities Act; and
- i. Procurement Policy and Procedures.

The Successful Offeror shall disclose all conflicts of interest between the Successful Offeror’s organization and the Resource Center tenants to the HPHA. An initial conflict of interest disclosure shall be submitted by the Successful Offeror within seven (7) business days of the HPHA’s issuance of a Notice to Proceed. Subsequent conflicts of interest disclosures shall be submitted to the HPHA every six (6) months reflective of personnel changes in the Successful Offeror’s organization and/or changes in the Resource Center tenant population.

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

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.

#### **4. Reporting Requirements**

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

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

The HPHA may request additional reports, including without limitation:

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

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

The Successful Offeror will perform the following minimum services:

- a. Develop and propose an annual Resource Center operating budget for the HPHA approval not later than March of the preceding fiscal year, or as determined by the HPHA, using a format as specified by the HPHA. The Successful Offeror's operations shall conform to the approved operating budget during the term of the Contract;
- b. Maintain the financial and accounting functions for the Resource Center using a specified format which will be congruent to the HPHA system requirements;
- c. Maintain a cash and disbursement register to record operating receipts and expenditures;
- 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 common area maintenance (CAM). Provide monthly delinquency reports including current and vacated accounts to the HPHA within five (5) business days after the end of the grace period for collection of rent for the current month;

- f. Provide each tenant a statement confirming the common area maintenance and operating expense within 60 days after the end of the calendar year;
- g. Adjust the monthly CAM charges for each commercial tenant within 60 days after the end of the calendar year;
- h. Provide a reconciliation of all revenue collected from the commercial tenants to determine the actual lease rent due to the HPHA within 60 days after the end of the calendar year;
- i. Create any or all forms to provide informational and support data as required by the HPHA. The forms shall be in a manner that all input data will be easily transferable to the HPHA or 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 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 operational expenses of the Resource Center from the "Imprest Account" established by the HPHA, which shall be funded at one and one-half (1 1/2) times the approved monthly operating budget. Reimbursement of imprest account shall be requested twice monthly;

- o. Ensure all payments for goods and services received are made within 30 days from receipt of a proper invoice. If a payment is issued in excess of 30 days from the receipt date, the HPHA shall deduct the interest paid to the vendor in accordance with section 103-10, HRS, from the Successful Offeror's management fee. This shall not apply in those cases where the delay in payment is due to circumstances beyond the control of the Successful Offeror and acceptable to the HPHA;
- p. Requisition repair parts and supplies from the HPHA for the express and specific use at the Resource Center that are available at the HPHA Central Store facility and/or request for purchases from sources authorized by the HPHA or otherwise approved by the HPHA;
- 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 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 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; and
- u. Make all financial records concerning the Resource Center available to the HPHA during normal business hours.

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

The Successful Offeror shall be permitted to use any designated administrative office space, maintenance facility, or other equipment assigned for express and specific use at the Resource Center. All personal property belonging to the HPHA and located at the Resource Center shall be under the custody and control of the Successful Offeror at all times. The Successful Offeror shall accept full responsibility for all

equipment, except for normal wear and tear. 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 properties. The HPHA reserves the right to deduct from the five percent (5%) management fee retainage for loss or damaged equipment or property.

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

The Successful Offeror shall perform the following minimum services:

- a. Conduct an opening and closing inventory of equipment and supplies with the HPHA Contract Administrator upon the start and end date of the Contract;
- b. 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 operating budget as developed by the Successful Offeror and as approved by the HPHA.
- c. Purchase supplies, materials, and equipment for the express and specific use at the Resource Center. Equipment purchases require prior approval by the HPHA, shall be considered property of the State and shall follow applicable State and HPHA fixed asset rules and regulations.
- d. Conduct an annual physical inventory of all equipment, materials and supplies located at the Resource Center. Upon 24 hours advance notice, the HPHA may conduct an inventory audit at the Resource Center.
- e. Comply with all State and Federal laws, regulations, rules, and policies regarding the procurement of goods, services and construction.
- f. Ensure that all materials and supplies are properly entered into the materials inventory database and documented on work orders when used/pulled from inventory.
- g. Use the Successful Offeror's company letterhead for all correspondences with the HPHA.

## 7. Payment

- a. Section 103-10, HRS, provides that the HPHA shall have 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 Offeror's management fee shall be proposed at a flat rate and billed to the HPHA on a monthly basis.
- d. The Successful Offeror's management fee shall be allocated by the four (4) components of the Successful Offeror's management plan. The percentage allocation will be used for the purpose of determining the Successful Offeror's management fee earned for each month. In the event that the Successful Offeror fails to comply with any of the four (4) components of the Successful Offeror's management plan, the respective portion of the management fee will not be earned as follows:

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

- e. The HPHA 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 extension period. Requests for payment shall be submitted at the end of each Contract period and detail the gross amount requested, the five percent (5%) withholding amount and the net amount requested. Release of the five percent (5%) retainage shall be subject to final settlement of each applicable Contract period. The total withholding amount shall not exceed five percent (5%) of the total Contract amount.

- f. The Successful Offeror shall submit original monthly invoice(s) for services rendered to:

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

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

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.

- g. Invoice for the month of June shall be submitted to the HPHA by the 20th of June for work performed for the period from June 1st to June 15th for payment processing in order to comply with the HPHA 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.
- h. 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 minimum services:

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

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

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

Upon finding a tenant to be in default or in violation of any covenant, condition, provision, rule or regulation of the Lease, the 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 maintain and repair the common areas of the Resource Center in a condition acceptable to the HPHA and in

accordance with local and State laws, codes, and regulations and in accordance with the budget and maintenance plan. Maintenance and repair services shall include, without limitation routine and emergency/urgent repairs, preventive maintenance services and its equipment, and grounds maintenance. The Successful Offeror shall also provide the following minimum services:

- a. Respond to requests for routine maintenance services for the common areas within one (1) working day from the date of such request;
- b. Respond to requests for emergency/urgent maintenance services not later than four (4) hours from the time of such request seven (7) days a week, 24 hours each day;
- c. Maintain grounds and all common areas to include, without limitation entries, thoroughfares and lobbies, which shall be kept in an immaculate condition at all times;
- d. Coordinate all garbage and refuse disposal and collection including City and County and/or private services. Maintain all refuse areas, enclosures and receptacles in a clean condition and in accordance with local, state, and federal fire, safety and health codes;
- e. Conduct an annual unit inspection of each rental unit at the Resource Center to ascertain the physical condition of the unit;
- f. Coordinate with the HPHA and vendors for all purchases of supplies and equipment as authorized and in accordance with the budget;
- g. Obtain the HPHA approval for maintenance expenditures over and above those authorized in the budget and maintenance plan;
- h. Store and safeguard necessary supplies at the Resource Center, maintain a perpetual inventory. Such supplies inventory shall be available for inspection by the HPHA upon request;
- i. Store, safeguard and maintain equipment at the Resource Center, maintain a perpetual written inventory. Such equipment inventory shall be available for inspection by the HPHA upon request;
- j. Maintain a perpetual written inventory of all property at the Resource Center;

- k. Conduct extraordinary maintenance as scheduled or as approved by the HPHA;
- l. Develop and conduct a preventive maintenance program, perform preventive maintenance services for the common areas at least once a year and perform maintenance check and correction. Schedule for preventive maintenance program shall be submitted with annual budget to the HPHA;
- m. Make all additions, betterments, and replacements as requested and approved by the HPHA on a cost-reimbursable basis; whenever possible. The HPHA shall make reasonable efforts to provide plans for substantial additions, betterments, and/or replacements to the Successful Offeror for their input; and
- n. Prepare and submit monthly reports on selected maintenance operations.

**Section 3**  
**Proposal Forms and Instructions**

## Section 3 Proposal Forms and Instructions

### I. General Instructions for Completing Forms

When an offeror submits a proposal, it shall be considered 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.

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 of performance of the work to the offeror.

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

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

Prior to submission of a proposal, each Offeror must:

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

Proposals shall be submitted to the HPHA in the prescribed format outlined in this 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:*** Offeror should submit their proposal with sufficient 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 he/she is able to get a clear picture of how the facility will be managed and maintained.*

## **II. Proposal Form**

- 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 compact disk or in electronic format shall not be accepted. See Attachment 13 for Proposal Submittal Checklist.
- B.** Offeror shall submit its proposal under the Offeror's exact legal name registered with the Department of Commerce and Consumer Affairs. 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 facsimile or a photocopy, the proposal may be rejected unless waived by the HPHA, pursuant to section 3-122-311(1)(B), HAR.
- D.** A proposal security deposit is not required for this RFP.
- E.** A Transmittal Letter shall be included in the proposal. See Attachment 11. 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 Offeror is a corporation or other legal entity and provide 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 the start of the 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 prices(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 with the proposal application Acknowledgement of Addenda form. See Attachment 14.

6. A statement that the Offeror has a valid State of Hawaii Real Estate broker's license and employs a licensed principal broker, including the name, date and license number. **Offerors must submit evidence of said licenses.**
7. A statement authorizing the HPHA to verify information provided in the Offeror's proposal.
- F. A numerical outline should be included in the Proposal Application to include the titles/subtitles with the Offeror's organization and RFP identification information on the top right-hand corner of each page.
- G. Consecutive page numbering of the Proposal Application should begin with page one and end with the last numbered page of the complete proposal.
- H. Proposals must be bound and tabbed by sections.

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

1. *Title Page*
2. *Table of Contents*
3. *Background and Summary*
4. *Experience and Capability*
5. *Personnel: Project Organization and Staffing*
6. *Management Plan*
7. *Marketing Plan*
8. *Financial*
9. *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 HPHA with a broad understanding of the entire proposal. Include a brief description of the Offerors' management philosophy and overall approach to management the property. Include a brief description of the Offeror's organization, the goals and objectives related to the service activity, and how the proposed service is designed to meet the need identified in the service specifications.

## **B. Experience and Capability**

Offerors shall have a minimum of three (3) years experience in commercial property management of a similar size and nature.

### **1. Necessary Skills and Experience**

The offeror shall demonstrate that it has the necessary skills, abilities, knowledge and experience relating to the delivery of the proposed services. The offeror shall also provide a list of verifiable experience with projects or contracts during the last five (5) years immediately prior to the deadline for receipt of proposals that are pertinent to the proposed services. List shall include property owner name, property name, property type, property size, and service dates.

### **2. Quality Assurance and Evaluation**

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

### **3. Resolution of Property Management Issues**

Offerors must provide documented evidence that, during the last two (2) years immediately prior to the deadline for receipt of proposals, the Offeror has successfully performed duties substantially similar to the requirements as stated in Section 2, 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 of Offerors that may have had experienced with the HPHA.

### **4. Litigation Disclosure**

Disclose any litigation, either pending, on-going or completed, between your firm and any current or former property managed by

your firm during the last five (5) years immediately prior to the deadline for receipt of proposals.

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

### **1. Proposed Staffing**

The Offeror shall describe the proposed staffing pattern for administrative and maintenance staff and specify day-to-day responsibilities. Refer to the applicable personnel requirements in Section 2, Scope of Work.

### **2. Staff Qualifications**

The Offeror shall provide the qualifications and experience of staff assigned to the Resource Center. Describe the knowledge and experience of your proposed facility manager, administrative and maintenance staff, including prior job responsibilities. Attach resumes and relevant professional background/experience of each staff and position description.

### **3. Supervision and Training**

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

### **4. Organization Chart**

The offeror shall reflect the position of each staff and line of responsibility/supervision. Include position title, name and full-time equivalency. Both the Offeror's organization and proposed Resource Center organization charts shall be attached to the Proposal Application.

## **D. Management Plan**

This section should address the Offeror's management philosophy and overall approach to the management of the Resource Center. The plan should also address the tasks required under this RFP and must demonstrate the Offeror's understanding of the service required.

The Offeror must provide a detail work plan for accomplishing the administrative, management and maintenance duties required at the Resource Center. The work plan should describe how the Resource Center

will operate on a daily basis including actions to be taken, responsible parties, and timelines for implementation.

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 Operating Hours
13. Commercial Kitchen, Pavilion, and Gymnasium

#### **E. Marketing Plan**

This section should address the Offeror's marketing philosophy and overall approach to market the facilities for prospective tenants at the Resource Center. The plan should address all facilities/spaces available at the Resource Center and must demonstrate the Offeror's understanding of the services required.

The Offeror must provide a detail marketing plan in accomplishing optimal occupancy at the Resource Center. The marketing plan should describe how facilities/spaces will be marketed for lease, include actions to be taken, responsible parties, and timelines for implementation.

#### **F. Financial**

##### **1. Price Proposal**

Offerors shall submit a price proposal to include the Offeror's management fee, site personnel salaries, site personnel medical and fringe benefits, liability insurance costs associated with managing the property, and payroll/other applicable taxes in accordance with all Federal, State and local rules and regulations. The proposed management fee shall be a flat monthly fee. See Attachment 9 for Sample Price Proposal.

Offeror shall provide narrative/justification to substantiate proposed expenses other than the named categories listed above. The

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

## **2. Cost Reimbursement for Operational Costs**

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, including without limitation 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.

## **3. Other Financial Related Materials**

In order to determine the adequacy of the Offeror's accounting system as described under the administrative rules, the Offeror shall submit a copy of the most recent financial audit or other acceptable evidence that the Offeror has an adequate accounting system as part of the proposal application.

Offerors should also describe in a comprehensive manner the fiscal management structure, including without limitation budgeting, fiscal controls, and accounting.

## **G. Other**

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

1. Written **Administrative Policies** in a CD-ROM or an USB Drive to include the following:
  - 1) Drug Free Workplace Policy;
  - 2) Sexual Harassment Awareness in the Workplace Policy;
  - 3) Non-Violence in the Workplace Policy;
  - 4) Standards of Conduct;
  - 5) Conflicts of Interest;
  - 6) Smoking Policy;
  - 7) Safety Plan or Policies;
  - 8) Americans with Disabilities Act; and
  - 9) Procurement Policies and Procedures.

2. Signed **Wage Certificate** to demonstrate compliance with section 103-55, HRS.
3. **Corporate Resolution** indicating authorized signer for proposals and contractual documents on behalf of the Offeror.
4. Evidence of valid State of Hawaii **Real Estate Broker's License**.

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**

## 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 primary responsibility of the evaluation committee is to review the technical aspects of the proposals submitted. The evaluation of proposals will be based solely on the evaluation criteria set forth in this RFP.

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 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>
A. <u>Background and Summary</u>	0 points
Proposals will be reviewed for overall compliance with RFP requirements.	
B. <u>Experience and Capability</u>	
1. Proposals will be reviewed for overall compliance with RFP requirements.	25 points
2. Up to 15 points will be awarded based on the extent to which the offeror clearly demonstrates the necessary skills, abilities, knowledge, and experience related to the delivery of the proposed services.	
3. Up to 10 points will be awarded based on the extent to which the offeror clearly demonstrates having successfully performed the proposed services.	

<b><u>Evaluation Categories</u></b>	<b><u>Possible Points</u></b>
<b>C. <u>Personnel: Project Organization and Staffing</u></b>	<b>25 points</b>
<ol style="list-style-type: none"> <li>1. Proposals will be reviewed for overall compliance with RFP requirements.</li> <li>2. Up to 13 points will be awarded based on the offeror's proposed staffing pattern and minimum qualifications pattern related to the delivery of the proposed services.</li> <li>3. Up to 12 points will be awarded based on the offeror's organization chart, ability to supervise, train, provide administrative direction to the delivery of the proposed services.</li> </ol>	
<b>D. <u>Management Plan</u></b>	<b>30 points</b>
<ol style="list-style-type: none"> <li>1. Proposals will be reviewed for overall compliance with RFP requirements.</li> <li>2. Two (2) points will be awarded on the offeror's proposal addressing all minimum services listed in the RFP.</li> <li>3. Up to 14 points will be awarded on the offeror's ability to clearly and concisely describe in the management plan how the proposed administrative services will be accomplished.</li> <li>4. Up to 14 points will be awarded on the offeror's ability to clearly and concisely describe in the management plan how the proposed maintenance services will be accomplished.</li> </ol>	
<b>E. <u>Marketing Plan</u></b>	<b>5 points</b>
<ol style="list-style-type: none"> <li>1. Proposals will be reviewed for overall compliance with RFP requirements.</li> <li>2. Up to 5 points will be awarded on the offeror's ability to clearly and concisely describe in the marketing plan how available facilities will be marketed for lease to accomplish optimal occupancy.</li> </ol>	

<b><u>Evaluation Categories</u></b>	<b>Possible Points</b>
F. <u>Financial</u>	5 points
<ol style="list-style-type: none"> <li>1. Proposals will be reviewed for overall compliance with RFP requirements.</li> <li>2. Up to 2 points will be awarded based on the reasonableness of the Offeror's total management price for the proposed services.</li> <li>3. Up to 3 points will be awarded based on the Offeror's ability to demonstrate having an adequate accounting system, clearly and concisely describe the Offeror's fiscal management structure, including without limitation budgeting, fiscal controls, and accounting.</li> </ol>	
F. <u>Price Proposal</u>	10 points
<ol style="list-style-type: none"> <li>1. Proposals will be reviewed for overall compliance with RFP requirements.</li> <li>2. Up to 10 points will be awarded to the proposal with the lowest cost factor. Each proposal that has a higher cost factor than the lowest must have a lower rating.</li> </ol>	
<b>TOTAL POSSIBLE POINTS</b>	<b>100 Points</b>

Only information that is submitted directly to the HPHA in the Offeror's proposal application package will be considered for evaluation of the Offeror's proposal unless the HPHA seeks additional information during the evaluation process.

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) responsible Offerors who submitted the highest-ranked proposals. If there are fewer than three (3) acceptable or potentially acceptable proposals, the HPHA shall not be required to hold discussions with the Offerors who submitted unacceptable proposals.

Discussion may be conducted with priority listed Offerors whose proposals are 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 necessary issues regarding the Offeror's proposal before the best and final offer.

## **II. Mandatory Requirements**

The HPHA will conduct an initial review to check 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 HPHA will evaluate the proposed costs and its supporting narrative to demonstrate realistic operational expenses.

The HPHA will also review the most recent audited statements or other acceptable evidence demonstrating the adequacy of the Offeror's accounting system, fiscal management structure, including without limitation budgeting, fiscal controls, and accounting.

## **IV. 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 allocated to cost. Each proposal that has a higher cost factor than the lowest cost factor proposal must have a lower rating for cost.

The points allocated 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 as follows:

$$\frac{\text{Price of the lowest priced proposal within the category} \times 10}{\text{Price of the proposal being rated within the same category}}$$

## **V. Technical Review**

The 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 evaluation of the proposal will determine if the Offeror possesses the capability to successfully perform the requirements of the solicitation. The technical criteria are as follows:
  - 1. Corporate Experience and Capability;
  - 2. Personnel and Staffing; and
  - 3. 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. Pursuant to section 3-122-112, HAR, Responsibility of Offerors, the Successful Offeror shall produce documents to demonstrate compliance with this section.
- G. Past Performance. The HPHA reserves the right to review and consider the quality of each offeror's past performance. The assessment of an Offeror's past performance will be used as a mean of evaluating the credibility of the Offeror's approach to fulfill and accomplish work as proposed in the management plan. A record of marginal or unacceptable past performance may be an indication that the proposed services submitted by the Offeror are less than reliable. Such an indication will be reflected in the HPHA's overall assessment of the Offeror's proposal. However, a record of acceptable or even excellent past performance will not result in a favorable assessment of an otherwise unacceptable proposal.

In investigating an Offeror's past performance, the HPHA may consider the past performances which the Offeror may have had with the HPHA, information in the Offeror's proposal, and information obtained from other sources, including past and present clients and their employees; other Government agencies, including without limitation state and local agencies; consumer protection organizations and better business bureaus; former subcontractors. Evaluation of past performance is a subjective assessment based on a consideration of all relevant facts and circumstances. The HPHA may seek information to determine whether the 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 Offeror's past performance may be highly influential in determining the relative merits of the Offeror's proposal and in selecting the Successful Offeror whose proposal is considered most advantageous to the HPHA.

Past performance includes the Offeror's record of conforming to specifications and to standards of good workmanship; the Offeror's adherence to contract schedules, including without limitation, the administrative aspects of performance, the Offeror's control of costs, including costs incurred for changes in the scope of services; the Offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and, generally, the Offeror's business-like concern for the interests of the client.

## VI. **Method of Award**

All proposals will be evaluated based on the evaluation criteria listed herein for reasonableness. Proposals shall conform to all terms and conditions contained in this RFP. Those offers that are not within the competitive range will be notified that their proposals are unacceptable, negotiations/discussions are not contemplated, and any revisions of proposals determined unacceptable will not be considered.

Award will be made to the responsible offeror whose proposal conforms to the RFP and determined to provide best value to the HPHA with consideration to price and other evaluation criteria set out in this RFP.

Pursuant to Chapter 3-122-59, HAR, if 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 procurement may be cancelled; or an alternative procurement method may be conducted.

The HPHA reserves the right to award a Contract based on the initial offers received without discussion. Proposals should be submitted on the most favorable terms an Offeror can provide to the HPHA in terms of price and technical standpoint.

(END OF SECTION)

## **Section 5**

### **Attachments**

1. Ka Hale O Kameha`ikana Community Resource Center Fact Sheet
2. Sample Contract – 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, AG-008 103D
9. Sample Price Proposal
10. Wage Certificate
11. Sample Transmittal Letter
12. Hawaii State Government 2019/2020 Holiday Schedule
13. Proposal Submittal Checklist
14. Acknowledgement of Addenda

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