



Hawaii Public Housing Authority  
State of Hawaii

## RFP No. SPB-2020-15

Request for Proposals to Furnish Professional Training,  
Testing, and Technical Assistance Services for the Hawaii  
Public Housing Authority's Voucher Programs

Issued February 25, 2020



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

REQUEST FOR PROPOSALS (RFP) No. RFP SPB-2020-15

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: **Professional Training, Testing, and Technical Assistance Services for the Hawaii Public Housing Authority’s Voucher Programs.**

The Request for Proposals may be picked up at the HPHA’s Contract and Procurement Office 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 Tuesday, February 25, 2020.

The HPHA’s Contract and Procurement Office will conduct a Pre-Proposal Conference from 9:00 a.m. to 10:00 a.m. Hawaii Standard Time (HST) at the HPHA’s Administrative Offices located at 1002 North School Street, Building B, Conference Room, Honolulu, Hawaii 96817, on Tuesday, March 3, 2020. Teleconference arrangements are available upon request to the RFP coordinator by 3:00 p.m. HST, Monday, March 2, 2020. The HPHA strongly recommends that all interested offerors attend.

Sealed proposals will be received at the HPHA’s Central Files Office at 1002 N. School Street, Bldg. D, Honolulu, Hawaii 96817 until 4:00 p.m. HST on Wednesday, March 18, 2020. Electronic mail and facsimile transmissions **shall not** be accepted. The official receipt time for all proposals shall be the date/time stamp of the HPHA. Deliveries by private mail services, such as Federal Express, shall be considered hand deliveries. All mail-in proposals delivered by the United States Postal Service **must be received** not later than 4:00 p.m. HST, Wednesday, March 18, 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 Tiana Kobashigawa, RFP Coordinator at (808) 832-6086.

HAWAII PUBLIC HOUSING AUTHORITY

Hakim Ouansafi  
Executive Director



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- |   |                           |
|---|---------------------------|
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# **Section 1**

## **Administrative Overview**

# Section 1

## Administrative Overview

### I. Authority

The Hawaii State Legislature established the Hawaii Public Housing Authority (“HPHA”) under chapter 356D, HRS. The HPHA provides low income housing in the State of Hawaii and is administratively attached to the Department of Human Services. The HPHA is a public body and a body corporate and politic of the State of Hawaii. The HPHA’s role is to address the housing needs of families in Hawaii. The HPHA seeks to competitively procure a qualified individual or firm to provide professional consulting and technical assistance services for the HPHA’s major programs that include without limitation, the Federal/State Low Income Public Housing, Section 8 Housing Choice Vouchers, and Low Income Public Housing Redevelopment, Section 8 Based Voucher, Veterans Affairs Supportive Housing Voucher Program, Homeownership, Mainstream Vouchers, and Family Unification Programs.

A determination has been made that the HPHA is unable to secure services through a low bid process. Factors included in the determination are 1) Price is not the primary consideration in determining an award; 2) The resulting Contract needs to be other than a fixed-price type; 3) The specifications for the services cannot be sufficiently described through a low bid process; 4) Oral or written discussions need to be conducted with interested offerors concerning their proposals; 5) Interested offerors may need to revise their proposals, including price; and 6) The award needs to be based on a comparative evaluation in order to determine the most advantageous offering to the State. To that end, a low bid process is not practicable to the State to secure professional training and technical assistance services for the HPHA’s Section 8 Subsidy Programs Branch.

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

### II. RFP Organization

This RFP is organized into five (5) sections:

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

Section 2      Scope of Work – Provides interested offerors with a general description of the tasks to be performed, delineates interested offeror’s responsibilities, and defines deliverables as applicable.

- Section 3 Proposal Form and Instructions – Describes the required format and content for the proposal.
- Section 4 Proposal Evaluation & Award– Describes how proposals will be evaluated.
- Section 5 Attachments

### **III. Contracting Office**

The Contracting Office is responsible for overseeing the procurement and executing 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. Tiana Kobashigawa  
Hawaii Public Housing Authority  
Contract and Procurement Office  
1002 North School Street, Bldg. D  
Honolulu, Hawaii 96817

Email: [tiana.e.kobashigawa@hawaii.gov](mailto:tiana.e.kobashigawa@hawaii.gov)  
Telephone: (808) 832-6086  
Fax: (808) 832-6039

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

The Section 8 Subsidy Programs Branch is the office responsible for administering and monitoring the resulting Contract. The designated Contract Administrator or his/her designated representative is responsible for monitoring the activities performed under the Contract and is listed as follows:

Ms. Sarah Beamer  
Hawaii Public Housing Authority  
Section 8 Subsidy Programs Branch  
1002 North School Street, Bldg. H  
Honolulu, Hawaii 96817

Telephone: (808) 832-5933  
Email: sarah.beamer@hawaii.gov

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.

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

<u>Activity</u>	<u>Scheduled Dates</u>
Public notice announcing RFP	February 25, 2020
Distribution of proposal specs/proposal form	February 25, 2020
Pre-Proposal Conference	March 3, 2020
Deadline to submit written inquires	March 4, 2020
State response to written inquires	March 6, 2020
Proposal submittal deadlines	March 18, 2020; 4:00 p.m.
HST	
Proposal review	March 2020
Notice of award	March 2020
Contract execution	March 2020
Start of services	April 2020 or upon issuance of the Notice to Proceed

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

#### **V. Pre-Proposal Conference**

The HPHA Contract and Procurement Office will conduct a Pre-Proposal Conference from 9:00 a.m. to 10:00 a.m., HST, Tuesday, March 3, 2020 at the HPHA Building B Conference Room, 1002 North School Street, Honolulu, Hawaii 96817. Teleconference arrangements are available upon request to the RFP coordinator by 3:00 p.m. HST, Monday, March 2, 2020. The HPHA strongly recommends that all interested offerors attend.

Impromptu questions will be permitted at the Pre-Proposal Conference and verbal answers may be provided. Verbal answers provided by the HPHA are not binding and only intended for general guidance purposes. Formal written responses to substantive questions will be provided to each registered interested offeror as set forth in Section VI of this RFP. For those interested in attending via conference call, please contact the RFP Coordinator for more information.

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

Interested offerors may submit written questions to the RFP Coordinator

identified in Section 1 of this RFP. The deadline for submission of written questions is Wednesday, March 4, 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 responses to written questions shall be issued as an addendum to the RFP and will be sent to all registered interested offerors via mail, electronic mail, or facsimile not later than Friday, March 6, 2020. Any changes to the RFP will be issued as an addendum to this RFP.

## VII. Submission of Sealed Proposals

- A. **Forms/Formats.** Proposal forms and formats such as the price proposal are included in Section 5 – Attachments of this RFP.
- B. **Proposal Submittal.** Sealed proposals shall be received at the HPHA Central Files Office at 1002 N. School Street, Bldg. D, Honolulu, Hawaii 96817 not later than 4:00 p.m. HST, Wednesday, March 18, 2020. Electronic mail and facsimile transmissions **shall not** be accepted. The official receipt date/time shall be the date/time stamped at the HPHA Central Files Office for mail-in and hand-delivered proposals. Deliveries by private mail services, such as Federal Express and mail-in proposals delivered by the United States Postal Service **must be received** not later than 4:00 p.m. HST, Wednesday, March 18, 2020. **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. Tiana Kobashigawa, RFP Coordinator

The register of proposals and proposals received shall be made available for public inspection after 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 4:00 p.m. HST, Wednesday, March 18, 2020.

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

Interested offerors that chose to identify portions of their proposal as confidential shall be responsible to ensure that price and the minimum services are not included. The HPHA will not make any determination of confidentiality for the interested offeror.

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

- E. **Exceptions.** Interested offerors shall list in their proposal any exceptions made to the terms, conditions, specifications, or other requirements listed herein. Interested offerors must reference the RFP section where the exception is made, provide a description of the exception made, 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.
- F. Information shall be made confidential as permitted by law.

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

Discussions may be conducted with interested offerors to promote understanding of the HPHA 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/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 made available to public inspection after a contract has been awarded and executed by all parties. Sealed proposals shall not be opened publicly.

**X. Additional Materials and Documentation**

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

**XI. RFP Amendments**

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

**XII. Additional Terms and Conditions**

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

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

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

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

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

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

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

**XV. Mistakes in Proposals**

While interested offerors are bound by their proposals, circumstances may arise where a correction or withdrawal of proposals is proper. An obvious mistake in a proposal may be corrected or withdrawn, or waived by the interested offeror to the extent that it is not contrary to the best interest of the HPHA or to the fair treatment of other interested offerors. Mistakes in proposals shall be handled in accordance with section 3-122, 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. A proposal may be rejected without further notice if it is:

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

## **XVII. Notice of Award**

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

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

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

The Successful Offeror receiving an award shall be required to enter into a formal written Contract. See Attachments 1 – 6. The General Conditions of the Contract are attached and minimum service specifications are included in this RFP. See Attachment 7.

## **XVIII. Protests**

Pursuant to section 103D-701, HRS, an actual or prospective offeror who is aggrieved in connection with the solicitation or award of a contract may protest the solicitation or award of services only for a serious violation of procurement policies and operational procedures. Only the following matters

may be protested:

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

The Notice of Protest shall be mailed by USPS or hand delivered to the head of the State Contracting Office conducting the protested procurement and the listed 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. A protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offerors. 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 letter(s), resulting from this solicitation shall be posted on the Procurement Reporting System on the State Procurement Office website at <http://www.hawaii.gov/spo2/source/>.

<b>Head of State Contracting Office</b>	<b>Procurement Officer</b>
Name: Mr. Hakim Ouansafi	Name: Mr. Rick 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 is subject to the availability and allotment of State and/or Federal funds.

#### **XX. Monitoring and Evaluation**

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

Failure to comply with all material terms of the Contract may be cause for suspension or termination as provided in the General Conditions. See Attachment 11. 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.

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

The General Conditions that will be imposed contractually are included as an attachment. The State's General Conditions set forth in Attachment 7, 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 necessary Special Conditions. See Attachment 6. In the event 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 in section 3-123, HAR, which are available on the SPO website. Nothing in this section shall be construed to create an exemption from any cost principle arising under federal law.

#### **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**

## **Section 2 Scope of Work**

### **I. Introduction**

#### **A. Purpose or need**

The purpose of this RFP is to secure a qualified individual or firm to provide professional training, testing, and technical assistance services for the HPHA's, Section 8 Subsidy Programs Branch and the federal awards under the Section 8 Housing Choice Vouchers, Section 8 Project Based Voucher Program, Veterans Affairs Supportive Housing Voucher Program, Home Ownership, Mainstream Vouchers, and Family Unification Program.

The Hawaii Public Housing Authority's (HPHA) Section 8 Subsidy Programs (S8SP) Branch is responsible for 3,300 Housing Choice Vouchers, 3,820 VASH, 319 project based vouchers, 7 Homeownership vouchers, 60 Mainstream vouchers, and 25 Family Unification Program vouchers.

An annual goal for Section 8 is to be designated a "high performer" and achieve a score of 90 points or greater out of 100 points under the U.S. Department of Housing and Urban Development's Section Eight Management Assessment Program.

The HPHA recently experienced the loss of staff to retirements and resignations and will have relatively inexperienced housing specialists that require professional training, including testing on certification, rent calculation and eligibility requirements. After training and testing is completed, the HPHA also needs staff to have access to on-site technical assistance for immediate feedback and retraining if necessary. The HPHA also has a need for file audits to be conducted and file errors to be used as training opportunities.

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

Funds may be subject to appropriation by the State Director of Finance and allocated by the Governor and State Legislature. Funding and period of availability may change upon written notice by the HPHA.

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

It has been determined that there are sufficient funds to pay for the term of the Contract.

## II. General Requirements

### A. Qualifying Requirements

1. The Successful Offeror shall comply with chapter 103D, HRS, Cost Principles for Purchase of Goods and Services. The Successful Offeror shall also comply with applicable HUD rules at Handbook No. 2210.18.
2. The Successful Offeror shall have no outstanding balances owing to the HPHA. Exceptions may be granted by the Executive Director of the HPHA for debts recently acquired and for debts which have a repayment plan approved by the Executive Director of the HPHA.
3. Upon award, 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:

- i. 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 interested offeror shall submit a CERTIFICATE OF GOOD STANDING issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG). A Hawaii business doing business as a sole proprietorship is not required to register with the BREG, and therefore not required to submit the certificate. A Successful Offeror's status as sole proprietor or other business entity and its business street address will be used to confirm that the Successful Offeror is a Hawaii business.

- ii. Be registered to do business in the State of Hawaii 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, the interested offeror shall submit a *CERTIFICATE OF GOOD STANDING*.

**The above certificates should be submitted with the interested offeror's proposal to the HPHA. If a valid certificate is not submitted timely for award of a Contract, a proposal otherwise responsive and responsible may not receive the award.**

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

The Successful Offeror shall have a permanent office in the State of Hawaii or 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 concerns or requests that require immediate attention. See Attachment 7. An answering service is not acceptable. A permanent office location and phone number shall be stated in the interested offeror's proposal.

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

Interested offerors are required to submit the following documents with their proposal to the HPHA to demonstrate compliance with State laws:

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

Alternatively, the interested offeror may demonstrate compliance utilizing the Hawaii Compliance Express ("HCE"), which allows businesses to register online through a simple wizard interface at:

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

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

#### 6. **Indemnification**

The Successful Offeror shall defend, indemnify, and hold harmless the State of Hawaii, the HPHA, its elected and appointed officials, directors, officers, employees, agents and representatives 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 the State Workers' Compensation Law. Workers' Compensation must be issued by an admitted carrier authorized to do business in the State of Hawaii. Workers' Compensation insurance premium will be reimbursed by the HPHA, not to exceed the amounts submitted as part of the proposal.

b. 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.

c. Liability Insurance

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

<u>Coverages</u>	<u>Limits</u>
Commercial General Liability	\$2,000,000 single limits per occurrence for bodily injury and personal property damage.
Personal Injury Liability	\$1,000,000.00 single limits per occurrence and \$2,000,000.00 for general aggregate.

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

Bodily injury liability limits of \$1,000,000.00 each person and \$1,000,000.00 per accident and property damage liability limits of \$1,000,000.00 per accident OR \$2,000,000.00 combined single limit.

Workers' Compensation as required by laws of the State of Hawaii

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

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

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

The Successful Offeror agrees to provide the HPHA before the effective date of the Contract, certificate(s) of insurance necessary to satisfy the HPHA that the Successful Offeror is in compliance with the insurance provisions of this Contract and to keep such insurance in effect and the certificate(s) therefore on deposit with the HPHA during the entire term of this Contract. Upon request of the HPHA, the Successful Offeror shall furnish a copy of the policy or policies.

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

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

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

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

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

#### 8. Section 3 of the U.S. Housing Act of 1968

The work performed under this Contract may be subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 United States Code section 1701u) hereinafter "Section 3". The purpose of Section 3 is to ensure that employment and other opportunities generated by HUD assistance covered by Section 3, shall to the greatest extent feasible be directed to low- and very low-income persons, particularly those who are recipients of HUD housing assistance.

The Successful Offeror must certify that it is under no contractual or other impediment that would prevent it from complying with the regulations of 24 Code of Federal Regulations (CFR) Part 135. The Successful Offeror must also certify that any vacant position that is filled after the Successful Offeror is selected, but before the Contract is executed, was not filled to circumvent the Successful Offeror's obligations under 24 CFR Part 135.

#### 9. Minority/Women Business Participation (MBE/WBE)

Whenever possible, the interested offeror awarded the Contract agrees to subcontract with minority owned business enterprises and/or women owned business enterprises, certified as such as recognized.

#### 10. Using Best Efforts to Fulfill Minority/Women Business Participation

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

interested offeror has contracted or solicited bids/quotes from subcontractors in identifying MBE/WBE.

## **B. Type of Contract**

1. The Successful Offeror shall be required to execute a Contract for Goods and Services Based on Competitive Sealed Proposals with the HPHA. See Attachments 1 – 6.

The Contract shall be on a reimbursement basis. All costs incurred must be supported by verifiable evidence that payment was made such as payroll records, invoices, receipts. 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 to the HPHA a Contract in such number of copies as required by the HPHA.

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

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

### **2. Subcontracting**

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

### **3. Contract Modification**

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

**4. Additional Services and Fees**

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

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

Reference to State, City and County laws, ordinances, rules and regulations and standard specifications shall include any amendments thereto effective as of the date of the RFP.

**6. Bonds**

No performance or payment bond is required.

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

Single                       Multiple                       Single & Multiple

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

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

Initial term of contract:                      Up to 9 months

Length of each extension:                      Up to 6 months; may be less than 6 months when it is in the best interest of the State

Maximum length of contract:                      15 months

The initial term shall commence upon issuance of a Notice to Proceed. The following conditions must be met for an extension:

1. The Successful Offeror 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 training and technical assistance services and has funds to extend services not to exceed 6 months. Contract extensions shall be awarded as agreed upon in the Primary Contract. Exceptions may be granted upon satisfactory justification such as increase in cost of services; and

3. A Supplemental Contract must be executed prior to expiration of the Primary Contract or Supplemental Contract, as applicable; and
4. The Successful Offeror must obtain the HPHA approval in writing and a notice to proceed with the extension; and
5. The HPHA has determined that the Successful Offeror has satisfactorily provided services over the current Contract term; and
6. The HPHA may be required to obtain HUD approval if federal HUD funds are to be used; and
7. The HPHA will be required to obtain the Department of Human Resources Development's approval in writing of the extension prior to execution of a Supplemental Contract; and
8. Necessary State and/or Federal 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 interested offeror that the interested offeror is able and willing to contract for services for the duration of the Contract period. If the Successful Offeror is unwilling or unable to fulfill the maximum allowable length of time of the Contract, the HPHA reserves the right to assign the costs of reprourement 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 shall be firm for the Contract period.

Contract price adjustments shall be limited to liability, auto, workers compensation, and/or medical insurance premiums. The following conditions must be met for the HPHA to consider a price adjustment:

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

#### **B. Damages**

1. The HPHA may also withhold the payment, 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.

**C. Termination**

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

**IV. SCOPE OF SERVICES**

**A. Consulting, Technical Assistance and Training Services:**

The Successful Offeror shall:

1. Conduct training, testing and technical assistance in the administration, management and operation of the Section 8 Housing Choice Voucher Programs, Section 8 Project Based Voucher Program, Veterans Affairs Supportive Housing Voucher Program, Home Ownership, Mainstream Vouchers, and Family Unification Program.
2. Provide staff training on applications, eligibility, occupancy determinations, rent calculation, recertification (Annual/Special Reviews) for all voucher programs, including outlining the differences between said programs based on regulatory requirements.
3. Provide staff training on other HPHA policies and procedures which, should minimally cover topics such as:
  - a. Scheduling and notifying participant of annual reexamination.
  - b. Interim reexamination policies, including without limitation, new family members requiring PHA approval, new family member not requiring PHA approval, departure of family members, PHA-initiated interim reexamination, and family-initiated reexaminations.
  - c. Payment Standards, Subsidy Standards, and Utility Allowances.
  - d. Termination of Assistance – Mandatory termination of assistance, family terminating assistance, and termination of tenancy by the owner.
  - e. Emphasys Reports used for annual and interim reexamination, and FSS reporting.
  - f. Income Verification – Upfront using HUD’s Enterprise Income Verification (EIV) and third-party written verification.
  - g. Tenant file organization, tenant file checklist, and sample documentation of sources of income.
  - h. PIC system and available reports, reconciling discrepancies in the data reported in Emphasys vs. HUD’s PIC system.
  - i. Portability Payments.

- j. Family Self-Sufficiency Program – Escrow Calculations.
  - k. Quality Control Procedures.
  - l. Scheduling inspections.
  - m. HAP Contract, RFTA, and other pertinent forms.
  - n. Proper data entry into the Elite system.
4. The successful offeror shall be responsible to provide all training materials and testing instruments.
  5. Administer testing to evaluate staff knowledge and provide certificates upon successful completion of training and demonstration of understanding of program information.
  6. Monitor and evaluate staff knowledge through file review and/or staff interviews/testing; providing corrections and one-on-one training.
  7. Recommend proper and reasonable staffing ratios for the Section 8 Voucher programs administrative staff based on evaluation of staff experience, knowledge, and training needs.
  8. Review the HPHA’s statutes, Administrative Rules, and Section 8 Administrative Plan in enough detail and familiarity to answer questions regarding discretionary policies outlined in said documents.
  9. Conduct file audits of a minimum of 500 case files that are prepared after the conclusion of initial training and shall, at the request of the HPHA, review files on a case-by-case basis up to an additional 500 files. The file audit shall include a list of errors and corrections necessary to bring the file into compliance with program regulations. Tenant case files will be made available electronically for access through a secured website.
  10. Assist in the resolution of PIC errors while on-site and during the 9-month technical assistance period, including assisting with or participating in discussions with HUD to resolve errors.

The time frame for the work is as follows:

11. All rent calculation and eligibility training and monitoring should occur over a two-week period on-site at the HPHA’s offices. The successful offeror may, however, propose a different length of time with an explanation of how their proposed timing would work and why it is more beneficial.
12. The HPHA is requesting 9 months of technical assistance where the successful offeror would be available via teleconference, skype and/or email depending on what is determined to be the most effective method of communication. Offerors proposals should anticipate up to 30 hours of technical assistance per month or a total of 270 hours for the 9 month period. Upon the resolution of HPHA’s questions/issues, the successful

offeror will document and submit the question and response to the HPHA via email.

13. The Successful Offeror shall conduct file audits of a minimum of 500 case files within 90 day and deliver files back to the HPHA within 3 days of completed review of each file. The remaining files, up to 500 additional files, may be reviewed over the duration of the contract.

**B. Personnel Requirements:**

1. Minimum of three (3) years executive level management experience in the Section 8 housing choice voucher programs or equivalent.
2. Minimum of three (3) years of training experience.
3. Services to be provided at the HPHA's administrative offices on Oahu, Hawaii.
4. Must be abreast of all federal regulatory or administrative changes to the Section 8 programs issued through HUD guidance, notices, or briefs.
5. Must be knowledgeable regarding HUD's secure systems and reporting requirements.
6. Must have experience using the Emphasys Elite system of managing tenant data.

**C. Management Requirements:**

1. The Successful Offeror shall report directly to the HPHA's Compliance Office.
2. The Successful Offeror will be required to primarily perform the services at the HPHA Administrative Office located on Oahu.
3. The HPHA shall provide office space and access to general office equipment such as, telephone, fax machine, copier, and projector.

**I. Payment**

1. Compensation for Section 8 Housing Choice Voucher Programs, Section 8 Project Based Voucher Program, Veterans Affairs Supportive Housing Voucher Program, Homeownership, Mainstream Vouchers, and Family Unification professional training and testing services:

- a. Training and testing fee as accepted in the price proposal. The training and testing fee shall be the all-inclusive cost to the HPHA, including all overhead and applicable taxes for delivery of services; and
  - b. Allowable reimbursement of travel costs is subject to the following:
    - i. Coach class airfare;
    - ii. Lodging not to exceed \$160 per day per person;
    - iii. Per diem not to exceed \$50 per day per person; and
    - iv. Ground transportation for compact or sedan size rental car not to exceed \$60 per day OR actual cost of taxi fare.
    - v. Actual costs above the allowable reimbursable travel rates shall be the responsibility of the Successful Offeror. The Successful Offeror shall obtain prior written approval from the HPHA for reimbursable travel cost deviations from the requirements and specified rates.
    - vi. Travel reimbursement claims shall include supporting documentation of expenses incurred.
2. Compensation for case file audits:
- 1) The all-inclusive unit price to the HPHA, including all overhead and applicable taxes for delivery of the services for:
    - i. Completed review of a minimum of 500 case files and at the request of the HPHA, review files on a case-by-case basis up to an additional 500 files.
    - ii. Other consultation services related to case file audits.
  - 2) Invoices shall be submitted for actual quantity of completed case file reviews.
  - 3) The Successful Offeror shall itemize billing for services rendered for case file review to include service dates, AMP/MU No., tenant names, quantity of services rendered, unit price, and a total amount due.
3. Compensation for technical assistance:
- 1) The all-inclusive unit price to the HPHA, including all overhead

and applicable taxes for delivery of the services for:

- i. Technical assistance on-site and during the 9-month technical assistance period.
  - ii. 30 hours of technical assistance per month or a total of 270 hours for the 9-month period.
- 2) Invoices shall be submitted for actual hours of technical assistance services rendered.
- 3) The Successful Offeror shall include in the billing, hours of technical assistance services rendered, unit price, and a total amount due.
4. Separate invoices shall be submitted for each of the following services:
  - 1) Professional Training and Testing
  - 2) Case File Audits
  - 3) Technical Assistance
5. 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.
6. The HPHA shall reimburse the Successful Offeror for all salaries, wages, related taxes, other related administrative expenses as agreed upon in the Contract.
7. The STATE shall retain five percent (5%) from each monthly billing as a withholding until final settlement of the initial six (6) month period. The total withholding amount shall not exceed five percent (5%) of the total Contract amount.
8. The Successful Offeror shall submit one (1) original monthly invoice for services rendered to:

Hawaii Public Housing Authority  
Section 8 Subsidy Programs 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 that 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.

9. Invoice for the month of June shall be submitted to the HPHA by the 30<sup>th</sup> of June for payment processing in order to comply with the HPHA fiscal year-end close out process or unless otherwise approved by the HPHA.
10. For final payment, the Successful Offeror must submit a valid original tax clearance certificate "Certification of Compliance for Final Payment" (SPO Form-22).

In lieu of the tax clearance certificate, an original tax clearance certificate, dated not over two (2) months old, with an original green certified copy stamp or a valid HCE Certificate of Vendor Compliance is acceptable.

A copy of Form SPO-22 is available at [www.spo.hawaii.gov](http://www.spo.hawaii.gov). Select "Forms for Vendors/Contractors" from the Chapter 103D, HRS link.

(END OF SECTION)

# **Section 3**

## **Proposal Forms and Instructions**

## **Section 3**

### **Proposal Forms and Instructions**

#### **I. General Instructions**

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

The submission of a proposal shall constitute the interested 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 interested offeror.

An interested offeror shall submit one (1) original proposal marked "ORIGINAL" and four (4) copies of the original marked "COPY." It is imperative to note that the interested offeror submit only one (1) original and the required number of copies. The outer envelope or packaging of the proposals shall be sealed and clearly marked with the RFP number and title, the interested 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 interested offeror. Any illegible or otherwise unrecognizable corrections or initials may be cause for rejection of the proposal.

Before submitting a proposal, each interested 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.

## II. Proposal Forms

- A. The proposal forms must be completed and submitted to the HPHA by the required due date and time, and in the format 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.
- B. Interested offeror shall submit its proposal under the interested offeror's exact legal name that is registered with the Department of Commerce and Consumer Affairs and shall indicate this exact legal name. Failure to do so may delay proper execution of the Contract.
- C. Interested offeror's authorized signature shall be an original signature in ink. If the proposal is unsigned 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 3-122-31(c)(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 8. The Transmittal Letter shall be in the form of a standard business letter on official business letterhead and signed by an authorized representative. The Transmittal Letter must include:
  - 1. A statement indicating that the interested offeror is a corporation or other legal entity and the federal and state taxpayer identification number of the legal entity.
  - 2. A statement that the interested offeror is or will be registered to do business in Hawaii and will obtain a Federal Tax License and State General Excise Tax License before the start of the work.
  - 3. A statement declaring the interested offeror is not in violation of chapter 84, HRS, concerning prohibited State contracts.
  - 4. A statement certifying that the prices(s) submitted by the interested 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 interested offeror. If no addenda have been received, a statement to that effect should be included.
  - 6. A statement authorizing the HPHA to verify information provided in the interested offeror's proposal.

- F. The numerical outline for the application, the titles/subtitles, and the interested offeror organization and RFP identification information on the top right hand corner of each page should be included.
- G. 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. Proposal Application**

- . *Title Page*
- . *Table of Contents*
- . *Background and Summary*
- . *Program Experience and Capability*
- . *Training Experience and Capability*
- . *Personnel: Project Organization and Staffing*
- . *Work Plan*
- . *Price Proposal*
- . *Other*

#### **A. Background and Summary**

This section should clearly and concisely summarize and highlight the contents of the proposal in such a way as to provide the HPHA with a broad understanding of the entire proposal. Include a brief description of the interested offeror's overall approach in conducting a financial review. 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 Scope of Work.

#### **B. Program Experience and Capability**

This section should clearly and concisely summarize and highlight the Offeror's program experience and capability to perform the Scope of Work.

##### **1. Necessary Skill and Experience**

The Offeror is to demonstrate that it has the necessary skills, capabilities, knowledge of, and experience relating to the Scope of Work.

##### **2. Professional References**

The Offeror is to provide, if applicable, a list of verifiable experience with projects/contracts for the most recent five (5) years that are pertinent to the Scope of Work.

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

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

## **C. Training Experience and Capability**

This section should clearly and concisely summarize and highlight the Offeror's program experience and capability to perform the Scope of Work.

### **1. Necessary Skill and Experience**

The Offeror is to demonstrate that it has the necessary skills, capabilities, knowledge of, and experience relating to the Scope of Work.

### **2. Professional References**

The Offeror is to provide, if applicable, a list of verifiable experience with projects/contracts for the most recent five (5) years that are pertinent to the scope of work.

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

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

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

This section should clearly and concisely summarize and highlight the Offeror's level of staffing and qualifications to perform the Scope of Work in a timely and efficient manner.

### **1. Proposed Staffing**

The Offeror is to describe the necessary staff and time to ensure the performance of work in an accurate and timely manner. Staff titles, qualifications and level of effort is to be included. Detail the proposed team's capacity to successfully plan, implement and develop the proposed work.

### **2. Staff Qualifications**

The Offeror is to provide the minimum qualifications including experience for staff assigned to this project. Describe the knowledge and experience including the day-to-day management. Attach resumes and relevant professional background/experience of each key staff position.

The Offeror is to provide reasonable assurances that the project team included in the proposal will be the team that actually participates in the project.

### **3. Organization Chart**

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

## **E. Work Plan**

This section should clearly and concisely demonstrate how the scope of work will be performed and accomplished in a timely and accurate manner.

The Offeror is to include its approach to the scope of work to include a work plan of all service activities and tasks to be completed, and related work assignments/responsibilities.

The Offeror is to include how its approach is the most advantageous in terms of meeting the scope of work, cost effectiveness, and reliability.

**E. Price Proposal**

This section is to include a proposed cost for the Contract period. Include a description of the basis for the cost of performing the requested services, including professional fees by labor category, other direct costs chargeable to the Contract and general administration, overhead/profit and reimbursable expenses.

Please note that the cost reimbursement pricing structure reflects a “not to exceed purchase arrangement” in which the HPHA pays the Offeror for budgeted costs that are actually incurred in delivering the services specified in the Contract, up to a stated maximum obligation. Cost reimbursements shall include, without limitation, personnel salaries, wages, medical benefits, payroll taxes and other expenses such as liability insurance, etc. The Offeror shall be required to submit invoices detailing the amount(s) to be reimbursed.

**F. Other**

This section may include attachments and/or miscellaneous information that the Offeror feels will support and/or strengthen the overall proposal in achieving the maximum points allowed.

(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 responsive and responsible proposals. The evaluation of such proposals will be based solely on the evaluation criteria set forth in this RFP. The evaluation committee's primary responsibility shall be to review the technical aspects of the submitted proposals. The price proposal review will be conducted by the evaluation committee chairperson. The review criteria will be as follows:

<u>Evaluation Categories</u>	<u>Possible Points</u>
<b>Mandatory Requirements</b>	<b>Pass or Rejected</b>
<b><i>Proposal Application</i></b>	<b>100 Points</b>
A. <u>Background and Summary</u>	5 points
1. Proposals will be reviewed for overall compliance with the RFP requirements.	
2. Up to 5 points will be awarded based on the Offeror's ability to clearly and concisely summarize how the proposed service is designed to meet the need identified in the scope of work.	
B. <u>Program Experience and Capability</u>	30 points
1. Proposals will be reviewed for overall compliance with the RFP requirements.	
2. Up to 15 points will be awarded based on the extent to which the Offeror clearly demonstrates their experience and knowledge in performing the proposed scope of services.	
3. Up to 15 points will be awarded based on the extent to which the Offeror clearly demonstrates having successfully performed the proposed scope of services.	

**Evaluation Categories**

**Possible Points**

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**C. Training Experience and Capability**

10 points

1. Proposals will be reviewed for overall compliance with the RFP requirements.
2. Up to 5 points will be awarded based on the extent to which the Offeror clearly demonstrates their experience and knowledge in performing the proposed scope of services.
3. Up to 5 points will be awarded based on the extent to which the Offeror clearly demonstrates having successfully performed the proposed scope of services.

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

10 points

1. Proposals will be reviewed for overall compliance with the RFP requirements.
2. Up to 5 points will be awarded based on the Offeror's proposed staffing pattern and minimum qualifications pattern related to the delivery of the proposed scope of work.
3. Up to 5 points will be awarded based on the Offeror's organization chart, ability to supervise, and provide administrative direction to the delivery of the proposed scope of work.

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**E. Work Plan**

30 points

1. Proposals will be reviewed for overall compliance with the RFP requirements.
2. Up to 15 points will be awarded on the Offeror's ability to clearly and concisely describe in the work plan how the proposed scope of services will be accomplished.
3. Up to 15 points will be awarded on the Offeror's ability to clearly and concisely describe in the work plan how the proposed scope of services will be accomplished in a timely and efficient manner.

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**F. Financial**

5 points

1. Proposals will be reviewed for overall compliance with the RFP requirements.
  2. Up to 5 points will be awarded based on the reasonableness of the Offeror's total proposed price for the proposed scope of services.
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G. Price Proposal 10 points

1. Proposals will be reviewed for overall compliance with the RFP requirements.
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.

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**TOTAL POSSIBLE POINTS**

**100 Points**

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

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

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

**II. Mandatory Requirements**

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

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

**III. Financial / Price Proposal Review**

The financial/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 must have a lower rating for cost.

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

$$\frac{\text{Price of the lowest price proposal} \times 10}{\text{Price of the proposal being rated}}$$

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

The HPHA may also review the most recent audited statements of the Successful Offeror.

#### **IV. Technical Review**

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

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

1. Program Experience and Capability;
2. Training Experience and Capability;
3. Personnel and Staffing; and
4. Work 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.

D. Past Performance. The HPHA may evaluate the quality of each interested offeror's past performance. The assessment of an interested offeror's past performance will be used as one means of evaluating the credibility of the interested offeror's approach to work accomplishment in the management plan. A record of marginal or unacceptable past performance may be an indication that the promises made by the interested offeror are less than reliable. Such an indication will be reflected in the HPHA's overall assessment of the interested offeror's proposal. However, a record of acceptable or even excellent past performance will not result in a favorable assessment of an otherwise unacceptable technical proposal.

In investigating an interested offeror's past performance, the HPHA may consider information in the interested offeror's proposal and information obtained from other sources, including past and present customers and their employees; other Government agencies, including state and local agencies; consumer protection organizations and better business

bureaus; former subcontractors; and others. Evaluation of past performance is a subjective assessment based on a consideration of all relevant facts and circumstances. The HPHA may seek to determine whether the interested offeror has consistently demonstrated a commitment to customer satisfaction and timely delivery of quality goods and services at fair and reasonable prices.

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

Past performance includes the interested offeror's record of conforming to specifications and to standards of good workmanship; the interested offeror's adherence to contract schedules, including the administrative aspects of performance, the interested offeror's control of costs, including costs incurred for changes in the scope of work; the interested offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and, generally, the interested offeror's business-like concern for the interests of the client.

## **V. Method of Award**

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

- A. All proposals will be reviewed for reasonableness. Offers that are not within the competitive range will be notified that their proposals are unacceptable, negotiations/discussions are not contemplated, and any revisions of their proposals will not be considered.
- B. Award will be made to the responsive and responsible offeror whose proposal conforms to the solicitation and will be most advantageous to the HPHA with consideration to price and other evaluation criteria set forth in this RFP.

Pursuant to chapter 3-122-59 HAR, if there is only one responsible offeror submitting an acceptable proposal, then an award may be made to the single offeror, be rejected and 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.

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

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

(END OF SECTION)

# Section 5

## Attachments

1. Sample Contract Based on Competitive Sealed Proposals for Goods and Services (6/22/2009) For Offeror's information
2. Sample Contract – Attachment S1, Scope of Services For Offeror's information
3. Sample Contract – Attachment S2, Compensation and Payment Schedule For Offeror's information
4. Sample Contract – Attachment S3, Time of Performance For Offeror's information
5. Sample Contract – Attachment S4, Certificate of Exemption from Civil Service For Offeror's information
6. Sample Contract – Attachment S5, Special Conditions For Offeror's information
7. State General Conditions, AG-008 103D General Conditions For Offeror's information
8. General Conditions, Federal Form HUD 5370-C For Bidder's information
9. Instructions to Offerors, Form HUD 5369-B For Bidder's information
10. Certification and Representations of Offerors, Form HUD 5369-C Due March 18, 2020
11. 2020 Hawaii State Government Observed Holiday For Offeror's information
12. Sample Transmittal Letter For Offeror's information
13. Sample Price Proposal Format For Offeror's information

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