



Hawaii Community Development Authority
Department of Business, Economic Development and Tourism
State of Hawaii

Invitation for Bids
(IFB No. HCDA 01-2025)

Property Management Services for
610 Ward Avenue
Honolulu, Oahu, Hawaii 96813

APPROVED:

Craig Nakamoto

Craig K. Nakamoto
Executive Director

Date: February 5, 2025

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SECTION ONE - INTRODUCTION AND SIGNIFICANT DATES

1.1 TERMS AND ACRONYMS

Addenda	=	A written document which may be issued by the HCDA during the solicitation period establishing changes to the IFB
AG	=	State of Hawaii, Department of the Attorney General
AG Conditions	=	State of Hawaii Department of the Attorney General General Conditions
Bid	=	The Bidder's offer to provide the requested goods and/or services as specified under this IFB
Bidder	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the goods, services, or construction contemplated
COGS	=	Certificate of Good Standing
Contractor	=	The Bidder awarded a contract under this electronic Invitation for Bid
GET	=	General Excise Tax
HAR	=	Hawaii Administrative Rules
HCDA	=	Hawaii Community Development Authority, a body corporate and public instrumentality of the State of Hawaii
HCE	=	Hawaii Compliance Express
HiEPRO	=	State of Hawaii Electronic Procurement System
HRS	=	Hawaii Revised Statutes
HST	=	Hawaii Standard Time
IFB	=	Invitation for Bids
SPO	=	State of Hawaii Procurement Office
STATE	=	State of Hawaii, including its departments, agencies, and political subdivisions

1.2 INTRODUCTION

The Hawaii Community Development Authority (“HCDA”) is a body corporate and public instrumentality of the State of Hawaii, administratively attached to the State of Hawaii’s Department of Business, Economic Development & Tourism.

The HCDA is the landowner of that approximately 0.340 acre parcel located at 610 Ward Avenue, Honolulu, Hawaii identified by Oahu Tax Map Key No. (1) 2-1-049:063 and as shown in the site map attached hereto as Exhibit A (the “Premises”). The Premises is currently leased to two tenants and is used as parking, office, and commercial space.

The HCDA requires the services of a property manager to provide on-call 24/7 services for tenant inquiries and issues, janitorial services, repair and maintenance services for the Premises, and leasing and marketing services as needed, if tenant leases are terminated.

1.3 SCHEDULE

HIePRO Posting/Procurement Notice System:	Wednesday, February 5, 2025
Optional Pre-Bid Site Inspection: 610 Ward Avenue Honolulu, Hawaii 96813 Meet in parking lot	Monday, February 10, 2025 11:00 a.m. HST
Deadline to Submit Written Inquiries:	February 12, 2025 10:00 a.m. HST
Response to Written Inquiries	February 14, 2025 3:30 p.m. HST
Deadline for Solicitation:	February 18, 2025 10:00 a.m. HST
Anticipated Contract Start Date:	March 1, 2025

1.4 HCDA POINT OF CONTACT

The HCDA is the issuing officer for this Invitation for Bids (hereinafter “IFB”) and all subsequent addenda relating to it. The HCDA Asset Management Department is responsible for the procurement and award process for this IFB as well as administering and monitoring the contract post-award.

The HCDA Point of Contact for this IFB is Lindsey Doi, HCDA Asset Manager, or her designated representative, either of whom may be contacted at:

Phone: (808) 594-0300

Fax: (808) 594-0299

Email: dbedt.hcda.contact@hawaii.gov

END OF SECTION

SECTION TWO – SPECIFICATIONS

2.1 DESCRIPTION OF THE PREMISES

The Premises includes all of the land and improvements located at 610 Ward Avenue, Honolulu, Hawaii identified by Oahu Tax Map Key No. (1) 2-1-049:063 and as shown on Exhibit A. The Premises includes a two-story building consisting of 10,446 interior sq. ft. of mixed retail office units, and one surface parking lot as indicated on Exhibit A.

The Premises is currently used for commercial office and retail space. Two tenants currently occupy the Premises under two separate leases.

2.2 SCOPE OF WORK

The Contractor shall furnish to the HCDA all supervision, labor, equipment, tools, supplies, material, and services to satisfactorily provide property management, janitorial, landscaping, repair and maintenance services for the Premises in accordance with the provisions, specifications, General Conditions, and procedural requirements stated in this IFB (collectively, “Work”). Work shall include the following:

A. Property Management

- 1) The Contractor shall be the primary point of contact for the Premises and shall respond to all tenant requests, inquiries, and complaints on a 24/7 basis regarding the Premises. Any inquiries or complaints that the Contractor is unable to directly address or remedy themselves shall immediately be reported to the HCDA in writing.
- 2) The Contractor shall facilitate insurance claims for all personal injury claims (e.g. trip and fall, etc.) occurring on the Premises. The Contractor shall document and immediately report all injuries or claims to the HCDA in writing. The Contractor shall also forward copies of all incident reports, photos and digital recordings related to the claims to the HCDA.
- 3) The Contractor shall facilitate insurance claims for all disputes and claims involving damage to vehicles on the Premises. The Contractor shall immediately report all incidents of vehicular damage to HCDA in writing and shall forward copies of all written claims and incident reports including photos and digital recordings to the HCDA.
- 4) The Contractor shall immediately report any loitering, soliciting, vandalism, illegal activity, or other security concerns on the Premises either witnessed or otherwise reported to HCDA and law enforcement as applicable in writing. The Contractor shall forward copies of all written incident reports, photos and digital recordings to the HCDA.
- 5) The Contractor shall immediately block off and secure any public safety hazards at the Premises (e.g. trip and fall and/or electrical hazards, etc.) and immediately report to the HCDA verbally and in writing all necessary actions taken.
- 6) The Contractor shall market the Premises upon request of the HCDA to secure new tenants and maximize cash flow as current leases are terminated. HCDA will be responsible for the execution and/or amendment of all leases and the collection of lease payments and/or delinquencies. Such activities will not be part of this contract.

B. Janitorial Services

The Contractor shall provide janitorial services for the Premises as follows:

- 1) Daily (Seven days a week, excluding State Holidays)
 - a) Sweep exterior walkways, side alley, and parking lot to remove all trash and debris; and
 - b) Inspect the Premises and building exterior for broken equipment, spills, or other hazards and clean or make repairs as necessary.
- 2) As Needed
 - a) Remove graffiti from all exterior walls, signage, etc.;
 - b) Clean up oil residue, spills, or other safety hazards in accordance with all State and County laws to ensure a safe walking environment; and
 - c) Respond to tenant calls for exterior building spills and/or emergencies requiring additional janitorial services.

C. Landscaping Services

The Contractor shall provide landscaping services for the Premises as follows:

- 1) Monthly (Schedule to be agreed upon by Contractor and HCDA)
 - a) Grass cutting and weed removal;
- 2) Semi-Annual (Schedule to be agreed upon by Contractor and HCDA)
 - a) Tree trimming and coconut removal; and
- 3) As Needed
 - a) Remove weeds and other landscaping debris from parking lot and side alley.

D. Refuse Collection Services

The Contractor shall provide refuse collection services for the Premises as follows:

- 1) One 3-yard front load dumpster emptied twice a week (Schedule to be agreed upon by Contractor and HCDA)

E. Maintenance and Repairs

The Contractor shall provide complete maintenance and repair services for the Premises located at 610 Ward Avenue, including the building and roof, exterior walls, exterior lighting, exterior fences and gates, exterior locks, electrical and plumbing systems therein, and the parking lot. The Contractor shall conduct weekly inspections of the Premises and make repairs as necessary.

Maintenance and repairs for the Premises include, but are not limited to, the following:

- 1) Building and Roof
 - a. Inspect and repair exterior windows and exterior doors;
 - b. Inspect all exterior surfaces semi-annually for deterioration and make necessary repairs;
 - c. Examine all exterior metals, including roof, for rust and damage;
 - d. Ensure all roof system elements are secured as designed;
 - e. Examine all areas abutting the roof for proper counter flashing, loose caulking, loose coping, or signs of ponding water. Make necessary repairs;
 - f. Clear all gutters and downspouts quarterly to prevent blockage in the drainage system;
 - g. Examine the edge of the roof for deteriorations, or internal exposure;
 - h. Check the building structure for movement. Movement can create cracks in the roof; and
 - i. Inspect all stairwell security gates/doors and ensure they are securely functioning.
- 2) Parking Lot
 - a. Inspect parking lot for trip hazards and/or potholes and make necessary repairs;
 - b. Inspect exterior lighting to ensure proper operation and make necessary repairs. Exterior lighting is essential for the safety of building occupants. Replacement of exterior lighting near tenant entrances will be considered a priority. Replacement or repair must be

- completed within twelve (12) to thirty-six hours (36) following notice; and
- c. Replace burned out lightbulbs in the parking lot and along the building exterior as needed.
- 3) Emergency Repairs
- a. Immediately make any emergency repairs and/or replacements that are necessary for the preservation or safety of property, for the safety of persons, and/or to avoid the suspension of any necessary service.

The Contractor may subcontract maintenance and repair services (see Section 2.7 *Subcontractors* herein). The cost for maintenance and repair services will be paid on a time and materials basis utilizing funds from the allowance allocated to this contract, provided the Contractor obtains HCDA's prior written approval in accordance with Section 2.3 *Allowance* herein.

An exception may be made for emergency repairs, which may be made by Contractor without the prior approval of the HCDA if, under the circumstances, the HCDA cannot be notified before the required emergency repairs or replacements must be made. In such event, Contractor shall promptly notify the HCDA by telephone of such emergency as soon as possible and follow up with a full written explanation and cost estimate after repairs are made.

The Contractor shall be responsible for supervising its own employees and any subcontractors for all Work.

The Contractor shall be responsive to all tenant requests for maintenance and repairs and shall respond to all inquiries within one (1) hour via phone or email. All maintenance and repairs shall be performed in a timely manner to maintain the Premises in a clean and safe condition at all times.

2.3 ALLOWANCE

Approved expenditures will be reimbursed to the Contractor through an allowance allocated to the Contract, provided the Contractor provides invoices and labor charges to support any pre-approved allowance expenditure. The HCDA must pre-approve, in writing, all quotes for Work that will be billed out of the allowance prior to the Contractor proceeding with the performance of such Work.

An annual allowance of **THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00)** per year will be added to the Total Annual Sum Bid.

2.4 LICENSES AND CERTIFICATIONS

The Contractor shall employ at least one staff who will be assigned to this contract who holds at least one of the following designations: Certified Property Manager (CPM), Certified Real Estate Brokerage Manager (CRB), and/or Licensed Real Estate Broker

(RB). A copy of the applicable license must be uploaded with the Bid Forms to be considered for an award.

2.5 MONTHLY MANAGEMENT FEE

The Contractor shall indicate its monthly Management Fee (“Management Fee”) on its bid (Bid Form pages 4-5). The Management Fee shall include the Contractor’s monthly costs for all Work outlined below:

- A. All Work specified in Section 2.2 *Scope of Work* of this IFB, except maintenance and repair costs specified in Section 2.2.E., which may be billed to the allowance in accordance with Section 2.3 *Allowance*;
- B. Wages and salaries (refer to Section 3.12 *Statutory Requirements of Section 103-55, HRS* herein to determine basic wages), including employee benefits;
- C. Accounting fees, including bookkeeping, record-keeping, reporting, banking and payroll fees;
- D. Licensing fees;
- E. Permitting fees;
- F. Office supplies including printing, photocopying and faxing;
- G. Mobile devices including cell phones, pagers and monthly service plans;
- H. Insurance coverages for limits specified herein; and
- I. General excise tax.

2.6 DUE CARE AND DILIGENCE

The Contractor shall exercise due care and diligence in entering upon and occupying the Premises and shall exercise due care for public safety. Neither the Contractor nor persons hired by the Contractor, shall make or cause any waste, nuisance or any other unlawful, improper, or offensive use of the Premises.

At all times during the contract term and upon termination, the Contractor shall be responsible for: (a) removing any debris or trash deposited on the Premises, (b) repairing any damage to the Premises; (c) restoring the Premises to its original condition, except for normal wear and tear due to use of the Premises; and (d) working with tenants to ensure a smooth transition for the continued operation of the Premises.

The Contractor’s access to the Premises shall be solely limited to the performance of Work as specified in this IFB. The Contractor shall not permit the Premises to be used for any other purpose or any illegal purpose, immoral or indecent activity, or lodging or sleeping purpose, nor shall the Contractor’s use of the Premises be in support of any policy which discriminates against anyone based upon race, creed, sex, color, national origin, religion, marital status, familial status, ancestry, physical handicap, disability or age.

2.7 SUBCONTRACTORS

The Contractor may hire subcontractors as needed to perform any specialized service(s) that the Contractor cannot perform for themselves either because the Contractor does not

directly offer the service, or the service requires a skill that the Contractor and its personnel do not possess; provided that the Contractor shall provide prior written notice to the HCDA. The Contractor is solely responsible for ensuring that the subcontractor(s) have all necessary licenses, permits and/or certificates to perform the necessary Work.

The HCDA reserves the right to pre-approve all subcontractors in writing and shall require the Contractor to replace any subcontractors found to be unacceptable. The HCDA also reserves the right to condition its approval of any subcontractor on the subcontractor's compliance with the terms and conditions contained herein. The Contractor shall be the subcontractor's sole point of contact and shall oversee all Work performed by the subcontractor, including supervision of subcontractor's Work and payment of any and all charges resulting from the Work. The Contractor shall be responsible for all Work provided for under this IFB in Section 2.2 *Scope of Work*, regardless of if the primary Contractor or a subcontractor performs them.

The Contractor shall be responsible for all expenses incurred if written approval of a subcontractor is not obtained from the HCDA prior to Work commencing.

2.8 WORK BY OTHERS

The HCDA may retain other vendors or contractors to perform services outside of the Contractor's Scope of Work as listed in this IFB, on or around the Premises at any time. The Contractor shall neither obstruct nor interfere with the services performed by other vendors or contractors retained by the HCDA.

2.9 CONTRACT TERM AND EXTENSION OPTIONS

The contract shall be for a period of thirty-six (36) consecutive months from the date of the Notice to Proceed ("NTP") letter issued by the HCDA (the "Initial Term"), with two (2) options to extend for an additional twelve (12) month period each, or portions thereof (the "Extension Term(s)"), subject to the conditions in the paragraph below.

Each Extension Term is subject to availability of funds and satisfactory performance by the Contractor and may be extended without re-bidding, upon mutual agreement in writing between the HCDA and the Contractor, prior to the expiration date; provided, however, the contract price for the extended term shall not be increased above the bid price, except for any allowable wage increases approved by the HCDA in accordance with Hawaii Revised Statutes (HRS) §103-55 (see Section 3.14 *Contract Price Adjustment Pursuant to Section 103-55, HRS* herein).

2.10 GENERAL REQUIREMENTS

The Contractor shall perform all Work in a safe manner in accordance with all State, City and Federal laws, rules, and regulations, and in accordance with industry best practices.

All personnel employed by the Contractor and its subcontractors shall be properly trained and wear company uniforms as supplied by the Contractor. The Contractor shall be responsible for all safety training of its employees or subcontractors.

All Work performed by the Contractor and its subcontractors shall be performed in a manner safe to the public and its employees and in accordance with the Hawaii Occupational Safety and Health Division (HIOSH) standards. All equipment shall be in good working condition and operated in accordance with manufacturer's instructions and in a safe manner with all appropriate safety devices in place.

The Contractor shall be responsive and responsible in the performance of the Work.

- A. Adequate personnel and equipment shall be provided to permit the timely completion of all Work.
- B. The Contractor shall be responsible for the repair of any and all damage resulting from the Contractor's activities while working on the Premises. If the Contractor is not able to make all required repairs, the HCDA reserves the right to contract for the necessary repairs and the repair costs incurred shall be the sole responsibility of the Contractor.
- C. The Contractor shall provide a list of all phone numbers of personnel assigned to the Premises and who can be contacted on a 24/7 basis in case of an emergency by HCDA or the tenants. The Contractor shall respond to the HCDA or tenants within one (1) hour of the initial call/request.
- D. The Contractor shall maintain order among its employees and its subcontractors and shall ensure compliance with all applicable rules and regulations. Courtesy and professionalism shall be demonstrated by the Contractor and its employees to all HCDA staff and the general public at all times.
- E. The Contractor is solely responsible for the continuity of the Work in the event of staff illness, medical emergencies, vacancies, or other situations that result in program resources that are less than proposed and contracted for. The Contractor shall not utilize HCDA staff to provide any assistance in the event that program resources are not available due to the above situations.

2.11 PERFORMANCE MONITORING AND INSPECTIONS

HCDA staff will monitor the Contractor's performance throughout the term of the contract and any contract extension term through site inspections and/or other methods to determine if the Contractor is satisfactorily performing the Work as specified herein.

The HCDA reserves the right to conduct periodic and unscheduled site inspections at any time; however, HCDA staff will perform a minimum of one (1) monthly site inspections of the Premises.

The Contractor may be required to submit additional written reports, including a corrective action plan, in response to monitoring conducted by the HCDA. These additional reports shall be considered part of the Work and will not be considered a

change to the Scope of Work and will continue for a duration of time as deemed necessary by the HCDA.

END OF SECTION

SECTION THREE - SPECIAL PROVISIONS

3.1 BIDDER QUALIFICATIONS

To assure the HCDA that the Bidder can perform the Work specified herein, the Bidder shall meet the following requirements at the time of bidding:

1. Experience: At the time of bid submittal, the Bidder shall have a minimum of five (5) consecutive years of experience in the performance of property management services similar in size and scope to the specifications herein. The Bidder shall demonstrate the ability and responsibility to meet the specifications herein. The Bidder shall indicate its number of years of experience on the appropriate bid form page.
2. Evidence of Applicable Licenses: Copies of the required license(s) and/or certification(s) as specified in this IFB for the Bidder and/or their personnel shall be submitted with its bid. The Bidder shall designate at least one staff who will be assigned to this contract who holds at least one of the following designations: Certified Property Manager (CPM), Certified Real Estate Brokerage Manager (CRB), and/or Licensed Real Estate Broker (RB). Failure of a Bidder to submit proof of the required licenses with its bid shall be deemed non-responsible and the Bidder's bid shall be disqualified.
3. Office/Service Facility Location: The Bidder shall maintain a permanent office and service facility on the island of Oahu at the time of bidding and during the contract period from where the Bidder conducts business during normal working hours and from where the Bidder is accessible for requests and/or complaints.

An award will not be made to any Bidder failing to meet all of the above qualifications. Following the award, satisfaction of these requirements shall be maintained by the Contractor throughout the entire contract period and any extensions (if applicable).

The HCDA reserves the right to disqualify any potential Bidder if, in the HCDA's sole discretion, the HCDA determines that the Bidder does not have the requisite experience or expertise to provide the goods and/or services required.

3.2 PRE-BID CONFERENCE AND SITE INSPECTION

Prospective Bidders are encouraged to attend an optional pre-bid conference and site inspection (see Section 1.3 *Schedule* herein). The purpose of the pre-bid conference and site inspection is to discuss and explain the Scope of Work and basis for contract award and to allow prospective Bidders to become thoroughly familiar with existing equipment, conditions, and the Scope of Work to be performed.

Impromptu questions shall be permitted at the pre-bid conference and site inspection; however, all verbal responses provided are intended for discussion purposes only and do

not represent the official position of the HCDA. The only official position of the HCDA is that which is stated in writing and issued as an addenda to the IFB on the Hawaii State eProcurement System (“HiePRO”) website. No other means of communication, whether oral or written, will be construed as a formal or official response or statement, and may not be relied upon as such.

The pre-bid conference and site inspection are not mandatory; however, submission of a bid shall be evidence that the Bidder understands the conditions of the Premises and the Scope of Work and agrees to comply with all contract requirements, including the specifications herein. No additional compensation will be made for any misunderstanding or error regarding conditions at the Premises or the amount and/or type of Work to be performed.

3.3 ADDENDA, CLARIFICATIONS, AND SUBMISSION OF QUESTIONS

The HCDA reserves the right to amend this IFB at any time prior to the solicitation closing deadline. Any amendment to this IFB will be in the form of a written addenda, and prospective Bidders will be notified of such amendments via online posting on HiePRO. Bidders are responsible for reviewing the information communicated via addenda prior to the submission of their bid.

Submission of a bid shall be evidence that the Bidder understands the existing equipment and conditions of the Premises and the Work specified herein, and agrees to comply with all contract requirements, including the specifications herein. No additional compensation will be made for any misunderstanding or error regarding conditions at the Premises or the amount and/or type of Work to be performed.

Bidders discovering an ambiguity, inconsistency, or error when examining the bid documents or Premises, or Bidders with questions or clarification requests, shall submit their requests in writing under the Question/Answers Section through HiePRO or via email to dbedt.contact.hdca@hawaii.gov. Verbal questions received via telephone or questions submitted through other means will not be accepted.

All written questions will receive a written response from the HCDA that will be published through HiePRO by the date specified in Section 1.3 *Schedule* herein.

3.4 BID PREPARATION

1. Bid Form. The Bidder shall submit its respective bid under the Bidder’s legal name as registered with the State of Hawaii, Department of Commerce and Consumer Affairs (“DCCA”). Failure to do so may delay HCDA’s review of the bid.

The Bidder’s execution of Bid Form page 1 shall constitute the Bidder’s intent to be bound by its bid.

2. Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and Chapter 238, HRS, where applicable. Bidders are advised that the gross receipts derived from this solicitation are subject to the 4.712% general excise tax (“GET”) imposed by Chapter 237, HRS, and, where applicable, to tangible property imported into the State of Hawaii for resale, subject to the use tax (currently 1/2 %) imposed by Chapter 238, HRS.
3. Hawaii General Excise Tax License. The Bidder shall submit its current Hawaii GET I.D. number in the space provided with its bid, thereby attesting that the Bidder is doing business in the State and will pay such taxes on all sales made to the State of Hawaii.
4. Bid Price. The total bid price shall be inclusive of all labor, equipment, supplies, transportation, all applicable taxes and any other costs incurred to provide the Work as specified herein.
5. Bid Guaranty. A bid guaranty is not required for this solicitation.
6. Insurance. The Bidder is required to maintain in full force and effect during the life of the contract, liability insurance on an occurring basis to protect the Bidder from claims for damages for personal injury, accidental death and property damage which may arise from operations under the contract, whether such operations be by the Bidder or by anyone directly or indirectly employed by the Bidder, including but not limited to the Subcontractor (if any) (see Section 3.15 *Liability Insurance* herein). The Bidder shall provide the requested insurance information on its Bid Form where indicated, and submit proof of insurance with its bid as an attachment on HIePRO.
7. References. The Bidder shall list on its Bid Form where indicated, a list of companies or government agencies for which the Bidder has provided or is currently providing Work similar in nature to the Work specified herein. The HCDA reserves the right to contact the references provided. The HCDA also reserves the right to reject any Bidder who has performed unsatisfactorily on other jobs of a nature similar to those required by this IFB.
8. Wage Certificate. The Bidder shall complete and submit a Wage Certificate, Bid Form page 6, with its bid, as an attachment on HIePRO, by which the Bidder certifies that all Work will be performed pursuant to §103-55, HRS.

3.5 ELECTRONIC PROCUREMENT

The State has established the HIePRO System to promote an open and transparent system for vendors to compete for state contracts electronically. Bidders interested in responding to this IFB must be registered on HIePRO. Registration information is available at the State Procurement Office (“SPO”) website:

<https://hiepro.ehawaii.gov/welcome.html>; select HIePRO Vendor Registration and then Vendor Registration Guide.

The HCDA is using HiePRO to issue this IFB, receive Bids, and issue Addenda to the IFB. Addenda and the other information and materials shall be provided by the HCDA through HiePRO.

As part of this procurement process, Bidders are informed that awards made for this solicitation, if any, shall be done through HiePRO and shall, therefore, be subject to a mandatory 0.75% (.0075) transaction fee, not to exceed \$5,000 for the total contract term. The mandatory fee (0.75%) is applicable for awards to Hawaii government agencies only, calculated on a quarterly basis for the first year only. This transaction fee shall be based on the total sales made against this contract, payable to Hawaii Information Consortium, LLC (“HIC”), the vendor administering HiePRO.

3.6 SUBMISSION OF BID

The Bidder must complete and submit Bid Form pages 1 through 6, along with copies of applicable license(s) and proof of insurance. Bid Form pages may be downloaded from the HiePRO website (see Attachment 1).

All required forms and documents must be submitted electronically, as an attachment, through HiePRO by the deadline specified in Section 1.3 *Schedule* herein. Bidders are responsible for ensuring that all required forms and documents are attached when submitting its bid, otherwise a responsive bid from a responsible Bidder may not receive the award.

Bids received outside of the specified deadline and/or by any means other than via HiePRO (i.e. hand delivery, regular postal mail, electronic mail, etc.) shall be rejected and will not be considered for award. There shall be no exception to this requirement.

3.7 RESPONSIBILITY OF BIDDERS

The Bidder, if determined to be qualified and submitting the lowest responsive bid, is required to submit a “Certificate of Vendor Compliance” as proof of compliance with the requirements of §103D-310(c), HRS. This involves evidence of the following:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. Chapter 103D-310(c), COGS for entities doing business in the State.

As proof of compliance, the Bidder must furnish to the HCDA a current and valid Certificate of Vendor Compliance from the Hawaii Compliance Express (“HCE”) system prior to award of a contract. The Bidder should register online with HCE prior to submitting a bid at <https://vendors.ehawaii.gov>. If the Bidder is not compliant on HCE at the time of award, the Bidder will not receive the award.

The HCE is an electronic system that allows vendors/contractors/service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation, Federal Internal Revenue Service, Department of Labor and Industrial Relations, and Department of Commerce and Consumer Affairs.

3.8 CERTIFICATION OF INDEPENDENT COST DETERMINATION

By submission of a bid in response to this IFB, the Bidder certifies as follows:

1. The costs in its bid have been arrived at independently, without consultation, communication, or agreement with any other Bidder, as to any matter relating to such costs for the purpose of restricting competition.
2. Unless otherwise required by law, the costs in its bid have not been knowingly disclosed by the Bidder prior to award, directly or indirectly, to any other Bidder or competitor prior to the award of the contract.
3. No other attempt has been made or will be made by the Bidder to indicate any other person or firm to submit or not to submit for the purpose of restricting competition.

3.9 DISQUALIFICATION OF BIDS

The HCDA reserves the right to disqualify any Bidder if, in HCDA’s sole discretion, the HCDA determines that the Bidder does not have the requisite experience or expertise to provide the required Work.

The HCDA reserves the right to consider as acceptable only those bids submitted in accordance with all requirements set forth in this IFB and which demonstrate an understanding of the specifications listed herein. Any bid offering any other set of terms and conditions contradictory to those included in this IFB may be disqualified without further notice.

The Bidder shall be disqualified if, for any prior solicitations by HCDA, the Bidder has ever:

1. Withdrawn its bid after HCDA has opened the bids; or,

2. Performed unsatisfactorily on any other previously awarded contract by the HCDA.

3.10 CANCELLATION OF SOLICITATIONS AND REJECTION OF BIDS

Section 103D-308, HRS, provides that an invitation for bid, or any or all bids, may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interest of the governmental body which issued the invitation, in accordance with rules adopted by the procurement policy board created in Section 103D-104, HRS, and more thoroughly explained in subchapter 11, Sections 3-122-96 and 3-122-97, HAR. The reasons therefore shall be made part of the contract file.

3.11 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

Bidders should be aware that if awarded the contract, Section 11-355, HRS, prohibits campaign contributions from State or County government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.

3.12 STATUTORY REQUIREMENTS OF SECTION 103-55, HRS

The Bidder is advised that Section 103-55, HRS, provides that the Work to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar Work. The Bidder is further advised that in the event of an increase in wage rates to public employees performing similar Work during the contract period, the Bidder will be obliged to provide wages no less than those increased wages.

The Bidder shall be further obliged to notify its employees performing Work under the contract of the provisions of Section 103-55, HRS, and of the current wage rates for public employees performing similar Work. The Bidder may meet this obligation by posting a notice to this effect in the Bidder’s place of business in an area accessible to all employees, or the Bidder may include such notice with each paycheck furnished to the employee.

To assist the Bidder in determining whether the Work of its employees to be performed is similar to Work performed by public employees, Table 1 below provides class specifications and the minimum basic hourly wages paid to the public employee positions that perform similar Work (see also Attachment 3 for Position Class Specifications/Minimum Qualifications).

Table 1. State position class specifications and basic hourly wages, effective as of February 1, 2023

Class Code	Class Title	Salary Range	Bargaining Unit	Min. Hourly Rate
02760	Property Manager I	SR16	03	\$21.39
02762	Property Manager II	SR18	03	\$23.15

02764	Property Manager III	SR20	03	\$25.02
10240	Building Maintenance Worker I	BC-09	01	\$29.61
10245	Building Maintenance Worker II	WS-09	01	\$31.42

Accordingly, the Bidder shall consider the aforementioned wage rates when preparing its bid. The Bidder shall also submit a signed Wage Certificate (see Bid Form page 6) as an attachment on HlePRO.

The Winning Bidder (“Contractor”) will be responsible for ensuring its employees are paid no less than wages paid to public workers for similar Work throughout the term of the contract, including any contract extension terms (see Section 3.14 *Contract Price Adjustment Pursuant to Section 103-55, HRS* herein).

3.13 PAYROLL AFFIDAVITS

The Contractor shall be required to provide payroll affidavits in compliance with Section 103-55, HRS.

3.14 CONTRACT PRICE ADJUSTMENT PURSUANT TO SECTION 103-55, HRS

At the release of this IFB, only the current wages of State employees performing similar Work are known. Should those wages increase during any period of the contract, including supplemental contract terms, the Contractor may request an increase in contract price in accordance with Section 103-55, HRS. The increase requested must result in an increase in wages to the Contractor’s employees performing the Work herein, including any increase in costs for benefits required by law that are automatically increased as a result of increased wages, such as workers compensation, temporary disability insurance, unemployment insurance, and prepaid public health insurance.

The Contractor’s request for increase must meet the following criteria:

1. At the time of a request, the Contractor must provide documentation to show that it is in compliance with Section 103-55, HRS, i.e., its employees are being paid no less than the current wage of the State position listed herein. Documentation shall include the employees' payroll records and a statement that the employees are being utilized for the contract.
2. At the time of bidding, the Contractor must have specified on the appropriate Bid Form page, the percentage of the unit price that represents labor costs. If the Contractor fails to specify the percentage, the Contractor's request for increase will not be considered.
3. All requests for wage increases must be made in writing to the HCDA. The Contractor may contact the HCDA to obtain the most current basic hourly wage rate information for public employees in similar positions to its employees performing under the contract.

- A. A request for wage increase during the initial term of the contract must be made as soon as practicable after the State wage agreements are made public. If the HCDA approves the request, the HCDA will amend the Bid Price accordingly, and an amended contract will be routed to the Contractor for execution.
- B. A request for wage increase during a supplemental contract term must be made prior to the contract extension start date.

If the Contractor meets the above criteria in its request for a contract price increase, the following formula shall be used to calculate the increase:

First Increase: $WI = (XY) \times (Z) + FB$

Subsequent Increase(s): $WI = AZ + FB$

Whereby, WI = Dollar amount increase in unit bid price due to increase in State wages;

X = Original contract unit bid price;

Y = Percentage of unit price designated by the Contractor as representing labor costs;

Z = Percentage increase in wages paid to State employees performing similar Work;

FB = Additional costs for those benefits required by statute, directly related to the allowed increase in wages paid to the Contractor's employees;

A = That portion of the contract amount representing wages (this amount is X multiplied by Y, plus any increase(s) in contract unit bid price resulting from increase in State wages).

The increase shall be reflected in writing in either a contract amendment or in the supplemental agreement issued for the extended period of the initial contract.

3.15 LIABILITY INSURANCE

The Contractor shall maintain in full force and effect during the life of the contract, liability and property damage insurance on an occurrence basis to protect the Contractor and its subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under the contract, whether such operations be by the Contractor or by a subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, the Contractor may require the subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The Contractor, where appropriate, shall provide the following minimum insurance coverage(s) and limit(s):

Commercial General Liability:

\$1,000,000 per occurrence and \$2,000,000 in the aggregate
\$1,000,000 Completed Operations Aggregate Limit
\$1,000,000 Each Occurrence Limit
\$1,000,000 Personal & Advertising Limit

Umbrella Liability:

\$2,000,000 Aggregate

Worker's Compensation:

Coverage A: As required by Hawaii Laws
Coverage B: Employer's Liability
\$1,000,000 Bodily Injury by Accident Each Accident
\$1,000,000 Bodily Injury by Disease
\$1,000,000 Policy Limit and \$1,000,000 Each Employee

Automobile:

\$2,000,000 combined single limit OR \$1,000,000 bodily injury per person,
\$1,000,000 bodily injury per accident, and \$1,000,000 property damage
per damage.

Each insurance policy required by the contract shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after thirty (30) days written notice has been given to the Hawaii Community Development Authority, 547 Queen Street, Honolulu, Hawaii 96813."
2. "The State of Hawaii and the Hawaii Community Development Authority, their respective elected officials, officers, directors, members, employees, agents, and volunteers are added as additional insureds with respect to operations performed for the Hawaii Community Development Authority/State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and shall not contribute toward insurance provided by this policy."

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

Upon the Contractor's execution of the contract, the Contractor agrees to deposit with the HCDA certificate(s) of insurance to evidence compliance with the insurance provisions of the contract and to keep such insurance in effect during the entire term of the contract. The Contractor shall also provide a copy of the policy or policies.

Failure of the Contractor to provide its policy(ies) and to keep in force such insurance shall be regarded as a material default under the contract, entitling the State to exercise any or all of the remedies provided in the contract for a default of the Contractor.

The procuring of such required insurance shall not be construed to limit the Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of the contract. Notwithstanding said policy or policies of insurance, the Contractor shall be obliged for the full and total amount of any damage, injury, or loss arising out of or connected with Contractor's performance of the contract.

3.16 AWARD OF CONTRACT

A Notice of Award, if made, will be issued to the responsive, responsible Bidder submitting the lowest total sum bid. Bidders are required to bid on every line item specified on the Bid Form pages 4-5 to be considered for award.

In the event the total sum bid of all Bidders received exceeds the project control budget, the HCDA reserves the right to make an award to the apparent lowest Bidder if additional funds are available, or by negotiating a reduction of the Scope of Work that is mutually agreed upon by both the HCDA and the apparent lowest Bidder.

The final award of the contract hereunder will be conditioned upon: (1) HCDA having the right to hold all bids for a period of ninety (90) calendar days from the date of bid opening, during which no bids shall be withdrawn, and (2) funding availability and release.

The Contractor will receive a Notice of Award which will indicate that the Bidder has been selected to provide Work under this IFB.

3.17 EXECUTION OF CONTRACT

The HCDA shall forward to the Contractor a formal contract to be signed and returned to the HCDA within ten (10) calendar days or as otherwise indicated by the HCDA.

3.18 NOTICE TO PROCEED

Work will commence on the official commencement date specified on the Notice to Proceed letter issued by the HCDA upon execution of the contract.

No Work is to be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed letter issued by the HCDA upon execution of the contract by both parties.

3.19 INVOICING

Invoices submitted to the HCDA by the Contractor for Work performed shall include the contract number and project name.

Work billable under the allowance shall be invoiced separately, accompanied by a copy of HCDA's prior written approval authorizing the Work to be performed at the quoted price in accordance with Section 2.3 *Allowance* herein.

3.20 PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory performance of the Work to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period, or interest payment not in conformance with statute.

3.21 PERMITS, LICENSES, AND TAXES

The Contractor shall procure all necessary permits and licenses for the entire duration of the initial and/or supplemental contract term, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the Scope of Work.

Failure to procure and maintain valid permits and licenses required by law and by these specifications shall be considered a material default under the contract and shall be cause for the HCDA to terminate the contract.

3.22 ENVIRONMENTAL POLLUTION CONTROL

Environmental pollution control shall consist of the protection of the environment from pollution during and as a result of operations under the contract. The control of the environmental pollution requires the consideration of air, water, land, and involves noise,

dust, solid waste management as well as other pollutants. It is the responsibility of the Contractor to investigate and comply with all applicable Federal, State, and County laws and regulations concerning environmental pollution control and abatement and to secure all necessary permits.

3.23 RE-EXECUTION OF WORK

The Contractor shall re-execute any Work that fails to conform to the requirements of the contract as solely determined by the HCDA and shall immediately remedy any defects due to faulty workmanship by the Contractor or subcontractors, as applicable, at the Contractor's own expense. Should the Contractor fail to comply, the State reserves the right to engage the services of another company to perform the Work and to deduct such costs from monies due to the Contractor.

3.24 REMOVAL OF CONTRACTOR'S EMPLOYEES

The Contractor shall remove any of its employees from services rendered, and to be rendered to the State, upon written request by the HCDA.

3.25 RIGHTS AND REMEDIES FOR DEFAULT

In the event the Contractor fails, refuses, or neglects to perform the Work in accordance with the terms and conditions of the IFB, the contract, and all attachments and exhibits thereto, in addition to the recourse stated in Section 13 of the AG-008 103D General Conditions, the HCDA reserves the right to purchase in the open market, a corresponding quantity of the Work specified herein and to deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the HCDA. In case any money due to the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the State. The HCDA may also utilize all other remedies provided by law.

3.26 LIQUIDATED DAMAGES

Liquidated damage is fixed at the sum of TWO HUNDRED DOLLARS (\$200.00) for each and every calendar day per violation the Contractor fails to perform in whole or in part any of its obligations specified herein. Liquidated damages, if assessed, may be deducted from any payments due or may become due to the Contractor. Refer to Section 9 of Attachment 3, AG-008 103D General Conditions.

END OF SECTION

SECTION FOUR - ATTACHMENTS

ATTACHMENT 1 – Bid Forms

ATTACHMENT 2 – Position Class Specifications/Minimum Qualifications

ATTACHMENT 3 – AG-008 103D General Conditions

EXHIBIT A – Site Map