



RELEASE DATE: MARCH 6, 2026

**The State of Hawai'i
Department of Business, Economic Development and Tourism
Hawai'i Community Development Authority**

**REQUEST FOR PROPOSALS
Solicitation # RFP-HCDA-2026-01**

**PROPERTY MANAGEMENT SERVICES AT
THE HONUAKAHA AFFORDABLE HOUSING COMPLEX**

Located at 545 Queen Street, Honolulu, HI 96813

OFFERS ARE DUE AT 3:00 P.M., HAWAII STANDARD TIME (HST) ON APRIL 7, 2026.

(or such later date as may be established by the State of Hawai'i by an Addendum to this RFP)

ELECTRONIC SUBMISSION TO THE STATE OF HAWAII ePROCUREMENT SYSTEM (HiePRO) ONLY.

QUESTIONS REGARDING THIS RFP, ISSUES RELATING TO THE ACCESSIBILITY OF THIS RFP (INCLUDING THE ATTACHMENTS AND EXHIBITS AND ANY OTHER DOCUMENT RELATED TO THIS RFP) AND REQUESTS FOR ACCOMMODATIONS FOR PERSONS WITH DISABILITIES IN CONNECTION WITH THIS SHALL BE COMMUNICATED THROUGH HiePRO.

Hawai'i Community Development Authority
547 Queen Street
Honolulu, Hawai'i 96813
Email: dbedt.hcda.contact@Hawaii.gov
Phone: (808) 586-0300

NOTICE TO OFFERORS
(Chapter 103D, HRS)

REQUEST FOR PROPOSALS ("RFP")
No. RFP-HCDA-2026-01

PROPERTY MANAGEMENT SERVICES AT
THE HONUAKAHA AFFORDABLE HOUSING COMPLEX

To All Interested Parties:

Notice is hereby given that pursuant to Chapter 103D, Hawai'i Revised Statutes, as amended, (HRS), the Hawai'i Community Development Authority (HCDA) is soliciting proposals from interested offerors to provide property management services at the Honuakaha Affordable Housing Complex located at 545 Queen Street, Honolulu, HI 96813.

Attendance at the virtual pre-proposal conference and submission of a notice of intent to submit a proposal for this RFP are both ***optional***. Submission of an intent to submit a proposal does not require the offeror to submit a proposal.

This RFP may be amended, postponed, or canceled at any time if it is determined to be in the best interest of the HCDA. HCDA also reserves the right to reject any and all proposals and to accept any proposal in whole or in part when in the best interest of the HCDA and the State.

Craig K. Nakamoto

Craig K. Nakamoto
Executive Director and Head of Purchasing Agency
Hawai'i Community Development Authority

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SECTION ONE – ADMINISTRATIVE OVERVIEW

1.1 INTRODUCTION

The Hawai'i Community Development Authority ("HCDA"), a body corporate and public instrumentality of the State of Hawai'i, administratively attached to the State of Hawai'i's Department of Business, Economic Development & Tourism, is the owner of one hundred fifty-one (151) residential apartment units (the "Project") within the Honuakaha Affordable Housing Complex ("Honuakaha").

Honuakaha is located at 545 Queen Street, Honolulu Hawai'i 96813, as identified as O'ahu Tax Map Key (1) 2-1-031:021. The scope of this solicitation is limited solely to the 151 HCDA-owned residential units and does not include other residential or commercial components within the broader Honuakaha complex.

HCDA seeks a qualified property management contractor to assume full operational responsibility for the Project, including marketing, leasing, rent collection, maintenance coordination, tenant relations, financial reporting, and overall day-to-day management, in accordance with the scope of services set forth in this RFP.

HCDA is issuing this RFP to solicit proposals from qualified firms to provide comprehensive property management services for the Project. The intent of this RFP is to competitively procure a property management contractor that will provide professional, efficient, and responsive services that maximize operational performance, protect State assets, and deliver high-quality management services to residents. Any award resulting from this RFP will result in a contract for the services for use by the State contingent on the release and availability of funds appropriated for the services.

1.2 BACKGROUND

The Project is currently operating as the Honuakaha Elderly Apartments and was subject to Low-Income Housing Tax Credit ("LIHTC") program restrictions. As of December 31, 2025, the Project is no longer subject to LIHTC program requirements. Units may now be leased without income or age restrictions, subject to applicable federal, State, and local laws.

The Project is located within a mixed-ownership condominium property regime governed by the Honuakaha Association of Apartment Owners ("AOAO"). The AOAO is responsible for management of common elements and shared building systems.

HCDA intends to maintain housing stability for existing residents. Current tenants shall be permitted to remain under their existing affordable rent structure for the duration of their tenancy, subject to periodic rent adjustments as approved by HCDA. Units that become vacant may be leased at market rates, as determined and approved by HCDA.

It is HCDA's intention to take a more active oversight role in the operation of the Project, subject to the requirements of HRS Chapter 467. The selected contractor shall operate in close coordination with HCDA, with the understanding that HCDA will maintain direct involvement in policy direction, operational oversight, and performance monitoring. The contractor shall provide reasonable access to on-site staff, operational records, financial information, and other Project-related documentation upon request, and shall maintain open and transparent communication

with HCDA. The management relationship is intended to be collaborative, responsive, and subject to HCDA’s oversight authority as property owner.

1.3 PROCUREMENT SCHEDULE

EVENT	DATE/TIME
Release of Request for Proposals:	March 6, 2026
Virtual Pre-Proposal Conference:	March 12, 2026; 10:30 A.M.
Notice of Intent to Submit Proposal Deadline <i>(optional):</i>	March 13, 2026; 3:00 P.M.
Question Submittal Deadline:	March 20, 2026; 3:00 P.M.
Answers to Questions:	March 25, 2026; 3:00 P.M.
Proposal Due Date and Time:	April 7, 2026; 3:00 P.M.
Proposal Evaluations:	April 8-10, 2026
Estimated Discussions with Offerors, if necessary:	April 16-17, 2026
Estimated Deadline to Submit Best and Final Offer, if necessary:	April 23, 2026; 3:00 P.M.
Anticipated Final Selection and Award Date:	April 27, 2026

The preceding table represents the HCDA’s best estimate of the schedule that will be followed. All times indicated are Hawai’i Standard Time (HST). The HCDA reserves the right to adjust or modify any component of this schedule, including the Proposal Due Date/Time as necessary.

Any change to the Procurement Schedule shall be reflected and issued by written Addenda through HlePRO. Offerors are responsible for monitoring HlePRO for Addenda or other updates to this solicitation.

1.4 DEFINITIONS

The following definitions apply to this solicitation:

Addenda or Addendum means a written document indicating changes in this Request for Proposals including but not limited to procurement schedule, procurement requirements, and contractual terms.

AG General Conditions (GC) means the State of Hawai’i, Department of the Attorney General, AG- 008 103D General Conditions, which apply to this contract and are incorporated by reference.

BAFO means Best and Final Offer.

Contract Manager means the person designated, or the person(s) given the authority to act on behalf of, to manage the various facets of the contract to ensure the Contractor’s performance is in accordance with the contract.

Contractor means the winning Offeror awarded a contract under this Request for Proposals. Also Managing Agent.

Department of Business, Economic Development, and Tourism (DBEDT) means the State agency administratively overseeing the Hawai'i Community Development Authority.

Governmental Body and/or Bodies means any department, commission, council, board, bureau, authority, committee, institution, legislative body, agency, or other establishment or office of the executive, legislative, or judicial branch, city, or county of any U.S. State, (including the Office of Hawaiian Affairs for the State of Hawai'i).

Hawai'i Administrative Rules (HAR) means the adopted operating procedures for state agencies authorized by the laws of the State of Hawai'i.

Hawai'i Community Development Authority (HCDA) means the governmental body issuing this Request for Proposals.

Hawai'i Compliance Express (HCE) is an electronic system that replaces the necessity of obtaining paper compliance certificates and allows vendors/contractors/service providers to demonstrate compliance quickly and easily with applicable laws.

Hawai'i eProcurement System (HiePRO) is the State eProcurement system, a system for issuing solicitations, receiving responses, and issuing notices of award.

Hawai'i Revised Statutes (HRS) means the statutory laws of the State of Hawai'i.

Head of Purchasing Agency (HOPA) means the individual authorized to oversee and make determinations on behalf of the purchasing agency pursuant to HRS Chapter 103D.

Honuakaha Affordable Housing Complex (Honuakaha) means the property at which the Project is located.

Managing Agent (Agent) means the winning Offeror awarded a contract under this Request for Proposals. Also Contractor.

Offeror means the individual, company, firm, partnership, joint venture or entity that submits Qualifications and/or a Proposal in response to this Request for Proposals solicitation.

Owner means the Hawai'i Community Development Authority.

Procurement Officer means the person designated to manage the various facets of the entire solicitation, including all parts, sections, exhibits, attachment, and Addenda.

Project means the one-hundred fifty-one HCDA-owned residential units at the Honuakaha Affordable Housing Complex.

Proposal means the official written response, including all required attachments, submitted by priority-listed Offerors in response to this Request for Proposals.

Request for Proposals (RFP) means the entire solicitation document, including all parts, sections, exhibits, attachments, and Addenda.

Services means the furnishing of labor, time, or effort by a contractor, which involves the delivery or supply of products, including intellectual property.

State means the State of Hawai'i, including its departments, agencies, and political subdivisions.

1.5 POINT OF CONTACT

The HCDA is the issuing office for this RFP and all subsequent Addenda relating to it. The reference number for the transaction is RFP-HCDA-2026-01. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

The Procurement Officer shall serve as the single point of contact ("POC") during this procurement process. Offerors and interested persons shall direct to the POC all questions concerning the procurement process, technical requirements of this RFP, contractual requirements, changes, clarifications, and protests, the award process, and any other questions that may arise related to this solicitation and the resulting contract. The Procurement Officer/POC designated by the HCDA is:

Charlyn Ontai, Program Specialist, or her designee
Hawai'i Community Development Authority
547 Queen Street, Honolulu, HI 96813
Email: dbedt.hcda.contact@hawaii.gov; Phone: (808) 594-0300

The HCDA reserves the right to make changes to the point of contact at any time.

END OF SECTION ONE

SECTION TWO – SOLICITATION INFORMATION

2.1 SOLICITATION SUMMARY

Project Purpose: Provide property management services for the one-hundred fifty-one HCDA-owned residential units at the Honuakaha Affordable Housing Complex.

Steps for Contract Award:

1. Pre-Proposal Conference
2. Notice of Intent to Submit Proposal (Optional)
3. Submission of Proposals
4. Evaluation of Proposals
5. Discussions with Offerors
6. Best and Final Offer
7. Final Selection
8. Award of Contract

2.2 GOVERNING LAWS AND REGULATIONS

This procurement is conducted by the HCDA, in accordance with the State Procurement Code. Information about HCDA and its governing policies and procedures are available at <http://dbedt.Hawaii.gov/HCDA/>. Information regarding the Hawai'i State Procurement Code is available at <http://spo.Hawaii.gov/>.

This procurement shall be governed by the regulations and laws of the State of Hawai'i. Venue for any administrative or judicial action relating to this procurement, evaluation, and award shall be in the State of Hawai'i.

2.3 VIRTUAL PRE-PROPOSAL CONFERENCE

- 2.4.1** Attending the Pre-proposal Conference. Prospective Offerors are encouraged to attend the virtual pre-proposal conference via Microsoft Teams on the date and time noted in the Procurement Schedule in Section 1.3. Procurement Schedule.

The registration link to attend the virtual pre-proposal conference is provided here:

<https://teams.microsoft.com/meet/21249494193933?p=ZZqNsGkzx1NdVKTN2t>

- 2.4.2** Purpose. The purpose of the pre-proposal conference is to discuss the services, solicitation requirements, and the basis for contract award. A summary of the pre-proposal conference will be provided via an Addendum posted on HlePRO.

Failure of the Offeror to attend the pre-proposal conference and receive information discussed, which may or may not be pertinent to the proposal, shall not entitle the Offeror to seek additional payment later due to any misunderstanding of the work and responsibilities specified herein.

- 2.4.3** Questions. Questions shall be permitted at the pre-proposal conference; however, all verbal responses provided are intended for discussion purposes only and do not represent the official position of the State. The only official position of the State is that which is stated in writing and issued as an Addendum on the HlePRO website.

No other means of communication, whether oral or written, will be construed as a formal or official response statement, and may not be relied upon as such.

2.4 OPTIONAL SITE VISIT

HCDA may, at its discretion, conduct a group site visit during the solicitation period to allow prospective offerors to familiarize themselves with the general layout and operational environment of the Project.

Prospective offerors interested in attending a site visit must notify the Procurement Officer in writing no later than **March 13, 2026, at 3:00 P.M. (HST)**. (See Section 1.5 for contact information).

If sufficient interest is expressed, HCDA may schedule a single group site visit. The date, time, location, and instructions will be issued by written addendum. Attendance, if offered, shall be voluntary and shall not be a condition of eligibility to submit a proposal.

Due to ongoing operations within an occupied senior housing facility, access will be limited to designated areas only. Access to occupied units and resident-restricted areas will not be permitted.

Verbal statements made during any site visit shall not modify the solicitation unless confirmed by written addendum issued by the Procurement Officer.

Offerors shall not contact current on-site management staff, tenants, or other building personnel regarding this solicitation. All communications shall be directed solely to the Procurement Officer, or her designative representative.

2.5 INTENT TO SUBMIT PROPOSAL

Submission of a Notice of Intent to Submit a Proposal ("Letter of Intent") is encouraged but not required. Submission of a Letter of Intent does not require the Offeror to submit a proposal.

SUBMISSION METHOD AND ADDRESS. Offerors shall submit the Letter of Intent electronically by email to dbedt.hcda.contact@hawaii.gov.

Subject Line: "RFP-HCDA-2026-01 Intent to Submit Proposal"

The Letter of Intent Shall include:

1. Company Name;
2. Contact Person;
3. Company Address;
4. Phone number; and
5. Email address for notification.

OTHER METHODS NOT ACCEPTED. Except as expressly provided above, Letters of Intent **will not** be accepted by regular mail, facsimile, in-person delivery, telephone, or verbal communication.

2.6 QUESTIONS AND CLARIFICATIONS REGARDING RFP CONTENT

If a prospective Offeror believes that any provision of the RFP is unclear, potentially defective or would prevent the Offeror from providing a meaningful Proposal, the Offeror shall submit questions requesting clarification on or before the deadline for doing so as identified in Section 1.3 Procurement Schedule. Each question shall identify the page, section number, paragraph, and line or sentence of such provision(s) of the RFP to which the question applies.

The Offeror must thoroughly and carefully examine this RFP, any attachment, Addenda, and any other relevant document, to ensure Offeror understands the requirements of the RFP. Offeror must also become familiar with State, local, and Federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work required.

Should the Offeror find defects and questionable or objectionable items in the RFP, the Offeror shall notify the HCDA in writing prior to the deadline for written questions as specified in the Section 1.3 Procurement Schedule. This will allow the issuance of any necessary corrections and/or amendments to the RFP by Addendum and mitigate reliance on a defective solicitation and exposure of Proposal(s) upon which award could not be made.

2.7 ELECTRONIC SUBMISSION OF QUESTIONS

All questions must be submitted in writing via HlePRO. Questions received via telephone, email or submitted through other means will not be accepted.

Offerors are cautioned not to include context in questions that may reveal the source of the questions. The identity of potential Offerors will not be published with the answers, but the text of the question will be restated, to the extent possible, to exclude information identifying potential Offerors.

The HCDA will respond to questions received by the date specified in Section 1.3 Procurement Schedule. The HCDA may issue Addenda in response to written questions received regarding the RFP.

The only official position of the HCDA is that which is stated in writing and issued as an Addendum to the RFP. 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.

2.8 ADDITIONAL INFORMATION

The Offeror shall provide additional information regarding aspects of an Offeror's Proposal within five (5) business days of the State's request unless the State specifies another period. As noted, each Offeror shall only submit one (1) Proposal. If an Offeror submits more than one Proposal, then the State reserves the right to reject and or dismiss the Offeror from the RFP process.

2.9 ADDENDA

Changes to this RFP including but not limited to procurement requirements and contractual terms shall only be changed via formal written Addenda issued by the HCDA on the HlePRO system.

The HCDA accepts no responsibility for a prospective Offeror not receiving solicitation documents or revisions to the solicitation. It is the responsibility of the prospective Offeror to monitor the HlePRO to obtain RFP Addenda or other information relating to the RFP.

2.10 ELECTRONIC PROCUREMENT

All documents related to this RFP shall be submitted and received electronically via HlePRO, or unless otherwise noted in this RFP, by the date and time specified in Section 1.3 Procurement Schedule. The electronically submitted documents shall be considered the original. Any documents received outside of the methods of HlePRO, or unless otherwise noted in this RFP, including faxed or e-mailed documents, shall not be accepted, or considered for award. Any documents received after the due date and time shall be rejected.

Offerors are advised that they should not wait until the last minute to submit their documents. Offerors should allow ample time to review their submitted documents, including attachments, prior to the listed deadline.

2.10.1 The State has established the Hawai'i State eProcurement ("HlePRO") System to promote an open and transparent system for vendors to compete for State contracts electronically. Offerors interested in responding to this solicitation must be registered on HlePRO. Registration information is available at the State Procurement Office ("SPO") website: <https://hiepro.eHawaii.gov/welcome.html>, select HlePRO Vendor Registration and then Vendor Registration Guide.

2.10.2 The State will use HlePRO to issue the RFP, receive Proposals, and issue Addenda to the RFP. Addenda and the other information and materials shall be provided by the State through HlePRO, including additions or changes with respect to the dates in Section 1.3 Procurement Schedule. It is the responsibility of the Offeror to monitor HlePRO to obtain Addenda or other information relating to the RFP. The State is not responsible for any delay or failure of any Offeror to receive any materials updated through the RFP process on a timely basis.

2.10.3 Payment to Hawai'i Consortium, LLC dba NIC Hawai'i. As part of this procurement process, Offerors are informed that awards made for this solicitation, if any, shall be done through the HlePRO and shall, therefore, be subject to a mandatory 0.75% (.0075) transaction fee, not to exceed \$5,000 for the total contract term.

2.10.4 HlePRO Special Instructions. Offerors shall review all special instructions located on HlePRO. Offerors are responsible for ensuring that all necessary files are attached to their Proposals prior to the Proposal deadline.

2.11 ELECTRONIC SUBMISSION OF DOCUMENTS

All documents related to this RFP shall be submitted and received electronically via HlePRO by the date and time specified in Section 1.3 Procurement Schedule. The electronically submitted documents shall be considered the original. Any documents received outside of the methods of HlePRO, including faxed or e-mailed documents, shall not be accepted, or considered for award. Any documents received after the due date and time shall be rejected.

Offerors are advised that they should not wait until the last minute to submit their documents. Offerors should allow ample time to review their submitted documents, including attachments, prior to the listed deadline. **The maximum file size that HlePRO can accept is 100MB. Files larger than 100MB must be reduced into two or more files.**

Submission of documents shall constitute an incontrovertible representation by the Offeror that the Offeror agrees to comply with every requirement of this 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.

2.12 CANCELLATION OF SOLICITATIONS AND REJECTION OF PROPOSALS

The HCDA reserves the right to cancel this RFP and to reject any and all Proposals in whole or in part, and waive any defects, when it is determined to be in the best interest of the State.

Chapter 103D-308, HRS, provides that a request for proposal may be cancelled, or any and all proposals 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 request, in accordance with rules adopted by the procurement policy board created in Section 103D-104, HRS, and more thoroughly explained in subchapter 11, Chapter 3-122-95 and 3-122-97, HAR. The reasons therefore shall be made part of the contract file.

2.13 FIRM OFFERS, RIGHTS AND DISCLAIMERS

Responses to this RFP, including proposed costs and/or fees will be considered firm for ninety (90) days after the Proposal due date.

Unless otherwise specified in this RFP, the HCDA may:

- A. Accept any item or combination of items of any Proposal unless the Offeror expressly restricts an item or combination of items in its Proposal and conditions its response on receiving all items for which it provided a Proposal. If the Offeror so restricts its Proposal, the HCDA may consider the Offeror's restriction and evaluate whether the award on such basis will result in the best value to the HCDA. The HCDA may otherwise determine at its sole discretion that such restriction is non-responsive and renders the Offeror ineligible for further evaluation;
- B. Develop or modify the scope of services listed in this RFP in any manner that the HCDA, in its sole discretion, deems necessary to fulfill the objectives of the Project in the interest of the State;

This RFP does not commit the HCDA to enter into a contract with the Offeror or proceed with the procurement described herein. The HCDA shall not be bound or held liable for any obligations in respect to this RFP.

All Proposals and the contents thereof shall become the property of HCDA and the State. The State shall not be responsible for, nor reimburse, any costs incurred by Offerors in the preparation or submission of a Proposal, whether or not an award results from this RFP.

END OF SECTION TWO

SECTION THREE – PROJECT DESCRIPTION AND SCOPE

3.1 PROJECT DESCRIPTION

The Project consists of one hundred forty-one (141) furnished studio units and ten (10) furnished one-bedroom units, totaling one hundred fifty-one (151) residential units, ranging from approximately 350 to 515 square feet.

The Project is currently operating as the Honuakaha Elderly Apartments and, as of December 31, 2025, is no longer subject to Low-Income Housing Tax Credit (LIHTC) program restrictions. Units may be leased without income or age restrictions, subject to applicable law and HCDA policy. Existing tenants shall remain under their current rent structure, subject to HCDA-approved adjustments. Vacant units may be leased at market rates as determined and approved by HCDA.

Additional property information and Project detail is provided in **Exhibit A – Description of Project**, which is incorporated herein by reference.

3.2 SCOPE OF SERVICES

The selected Contractor (“Managing Agent” or “Agent”) shall provide comprehensive property management services for the Project as the operational agent of HCDA and in coordination with HCDA’s oversight and policy direction. Services shall be performed in accordance with this Section and **Exhibit B – Detailed Scope of Services**, which is incorporated herein by reference.

The Agent shall perform the services described below in a professional, timely, and commercially reasonable manner consistent with industry standards for comparable residential properties and in compliance with all applicable federal, State and local laws.

3.2.1 GENERAL MANAGEMENT RESPONSIBILITIES

The Agent shall manage and operate the Project on behalf of the HCDA, including supervision of on-site personnel, coordination of services, and implementation of HCDA policies and directive.

The Agent shall act at all times in the best interest of HCDA as property owner.

The Agent shall be solely responsible for all leasing-related inquiries, application processing, and rental operations for the HCDA-owned units.

Although the Honuakaha AOA maintains on-site management staff for common area operations, such personnel are not responsible for administering rental inquiries, accepting applications, or conducting leasing activities on behalf of HCDA.

3.2.2 OWNER OVERSIGHT, ACCESS, AND AUTHORITY

HCDA shall retain active oversight authority over the Project.

The Agent shall operate in a transparent and collaborative manner and shall:

- a. Permit direct communication between HCDA and on-site management personnel when reasonably requested;
- b. Provide HCDA access to operational, financial, and tenant records (subject to applicable privacy laws);
- c. Make on-site staff available for meetings with HCDA upon reasonable notice;
- d. Provide timely responses to HCDA inquiries necessary for Board reporting, audits, legislative requests, or media inquiries.

Nothing herein shall relieve the Agent of its responsibility to supervise its personnel; however, the Agent shall not restrict or impede HCDA's reasonable access to Project information or on-site personnel in its capacity as property owner.

3.2.3 FINANCIAL MANAGEMENT AND CONTROLS

The Agent shall administer day-to-day financial operations of the Project in accordance with HCDA-approved budget and policies.

All expenditures shall be approved by the HCDA.

HCDA reserves the right to review and approve all vendor contracts and service agreements related to the Project.

Tenant funds shall be handled in compliance with HRS Chapter 467 trust account requirements.

The Agent shall cooperate with any annual audit and provide requested documentation.

3.2.4 LEASING AND TENANT ADMINISTRATION

The Agent shall perform leasing, tenant screening, lease administration, rent collection, delinquency management, and enforcement of lease provisions in accordance with HCDA policy and Exhibit B.

All activities shall comply with:

- HRS Chapter 467, Real Estate Brokers and Salespersons Law
- HRS Chapter 521, Residential Landlord-Tenant Code Law
- Applicable Fair Housing laws

HCDA reserves the right to approve or reject applicants prior to lease execution.

3.2.5 MAINTENANCE AND OPERATIONS,

The Agent shall coordinate routine, preventative, and emergency maintenance services, including oversight of the tenant laundry facility, community garden and coordination with AOA management for shared systems.

The Agent shall maintain a 24-hour emergency response protocol.

3.2.6 REPORTING AND TRANSITION

At minimum, the Agent shall provide regular reporting as detailed in Exhibit B and shall perform all transition services necessary to assume management responsibilities.

Upon termination or expiration of the contract, the Agent shall cooperate fully in transitioning management to HCDA or a successor agent, including transfer of all tenant files, financial records, vendor contracts, keys, access credentials, and other Project materials.

3.3 MANAGEMENT FEE AND COMPENSATION

The Agent shall invoice HCDA monthly for its management fee, in accordance with its price proposal and HCDA shall remit payment in accordance with State procedures. The Agent shall not deduct its management fee directly from rental income.

The management fee shall be inclusive of all administrative overhead, supervision, staffing costs, payroll expenses, benefits, office expenses, software systems, accounting services, and other costs necessary to perform the management services described herein, unless otherwise expressly identified in the Offeror's price proposal and approved by HCDA.

The management fee does not include third-party contractor expenses, vendor services, or direct Project costs (e.g. maintenance contracts, repair services, equipment services, legal fees, or other approved expenditures) which shall be paid separately from Project operating funds subject to HCDA approval.

HCDA may provide a start-up or mobilization fee, in accordance with the Offerors price proposal, to support transition and implementation activities, including the purchase of equipment and services, such as computers, copiers, telephones, internet, etc., for their on-site staff.

3.4 CONTRACT TERM

The contract period 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)") for a potential maximum term totaling sixty (60) months.

Each extension term is subject to availability of funds and satisfactory performance by the Contractor, as determined by the State in its sole discretion, and may be extended without solicitation, upon mutual agreement in writing between the HCDA and the Agent, prior to the expiration date; provided, however, the contract price for the extended term shall not be increased, except for any allowable wage increases approved by the HCDA in accordance with HRS §103-55.

END OF SECTION THREE

SECTION FOUR – PROPOSAL REQUIREMENTS

4.1 MANDATORY MINIMUM ADMINISTRATIVE REQUIREMENTS

This section contains the minimum qualifications and requirements that must be met to be considered for the award of this contract. All items described in this section are non-negotiable. Offerors shall be considered non-responsive if unable to comply with the minimum requirements and they will not be considered for award.

An award will not be made to any Offeror failing to meet the minimum qualifications listed in Section 4.2 herein. Following the award, satisfaction of these requirements shall be maintained by the Contractor throughout the entire contract term and any extension term (if applicable).

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

4.2 MINIMUM OFFEROR QUALIFICATIONS

To assure the HCDA that the Offeror possesses the experience, qualifications, and legal authority to perform the services specified herein, the Offeror shall demonstrate the following minimum qualifications within its Proposal:

- A. Experience: Offeror shall have a minimum of five (5) years of experience providing residential property management, leasing, and rent collection services of similar scope and complexity.

Experience shall include, at minimum:

- Execution and administration of residential rental agreements;
- Collection of rents and other tenant charges;
- Management of tenant accounts and delinquencies; and
- Coordination of maintenance requests and tenant communications.

- B. Licensure: Offeror shall be a licensed real estate broker in good standing with the State of Hawai'i pursuant to Chapter 467, HRS.

If the Offeror is:

- An individual: the individual must hold an active Hawai'i real estate broker license.
- A firm or entity: the firm must be a licensed real estate brokerage entity in Hawai'i.

Offeror shall provide evidence of:

- Active Hawai'i Real Estate Broker License
- Valid Hawai'i General Excise (GET) License and active DCCA registration

4.3 PROPOSAL INSTRUCTIONS

Proposals shall be submitted via HlePRO by the deadline listed in Section 1.3 Procurement Schedule. (See also Section 2.10 Electronic Submission of Documents). Failure to fully complete and submit the required items may result in disqualification.

Proposals shall be prepared clearly, concisely, and in a format appropriate to the purpose. Emphasis should be placed on completeness, clarity, and the Offeror's demonstrated ability to fulfill the scope of services.

Proposals must be received by the deadline listed in Section 1.3 Procurement Schedule through the Hawai'i Electronic Procurement System (HlePRO). Proposals received after the deadline and/or through any sources other than HlePRO will not be accepted. See also Section 2.10 Electronic Submission of Documents.

4.4 REQUIRED PROPOSAL FORMAT AND CONTENT

A complete Proposal shall include, at minimum, the following components. Failure to include any required component may result in the Proposal being deemed non-responsive. (See **Attachment 1 – Proposal Checklist.**)

Offerors shall complete and submit the required narrative sections using **Attachment 2 – Proposal**. Responses shall be inserted directly into Attachment 2 and shall not exceed the page limitations stated therein.

All Proposal documents must be submitted in size 11 Arial font (or equivalent).

- A. Proposal Checklist (Attachment 1)
Submit completed checklist, signed by the authorized representative of the Offeror.
- B. Executive Summary (Attachment 2, maximum 2 pages)
Provide a brief summary of your firm, its services and relevant experience. (See Section 4.2.A).
- C. Staffing and Maintenance Plan (Attachment 2, maximum 3 pages)
Based on your professional experience, describe the staffing structure you believe is appropriate to effectively manage the Project. Response shall include:
 - 1. Proposed on-site management staffing (full-time, part-time, or roving)
 - 2. Proposed maintenance staffing structure (in-house vs contracted)
 - 3. Description of how emergency response coverage will be maintained. Include 24-hour emergency response procedure.
 - 4. Identify whether proposed staffing costs are included in your proposed monthly management fee.
- D. Management Approach (Attachment 2, maximum 5 pages)
Describe your process for each of the following:
 - 1. Leasing and Marketing Approach. Include marketing methods, application processing steps, tenant screening procedures, lease execution workflow, and average time from vacancy to occupancy.
 - 2. Rent Collection and Delinquency Management. Include notice procedures, late fee administration, and coordination of eviction proceedings upon owner authorization).
 - 3. Financial Controls and Reporting. Include budgeting process, expenditure approval workflow, monthly reporting format, accounting systems used, and safeguards to prevent unauthorized payments.
 - 4. Compliance Management. Include how your firm ensures compliance with HRS

Chapters 467 and 521, and Fair Housing laws.

5. Complaint and Conflict Resolution. Include how your firm handles tenant complaints.

E. References (Attachment 2, 1 page)

Provide at least three (3) references for similar residential properties, including:

- Property name
- Number of units
- Ownership type (private, condominium, public agency, etc.)
- Contact name and phone/email
- Years managed

F. Completed Offer Form and Price Proposal (Attachment 3)

Submit completed Offer Form and Price Proposal, signed by the authorized representative of the Offeror.

G. Wage Certificate (Attachment 4, if applicable)

If the total contract amount is expected to exceed \$25,000, submit completed Wage Certificate, certifying compliance with HRS §103-55. (See also Section 6.14 Certification of Offeror Concerning Wages, Hours and Working Conditions).

H. Proof of Insurance

Submit documentation demonstrating the Offeror's ability to meet the insurance requirements described in Section 6.7. If the Offeror is not required to have one or more of the coverages as required, include an explanation.

I. Licenses

Submit copies of required licenses. (See Section 4.2.B.).

J. Optional Content

Offeror may include, but is not required to include, an organizational chart and resumes' of key personnel that would be assigned to this Project.

Failure to address each requirement may result in the Proposal being deemed incomplete and non-responsive. Detailed information on submitting each of these sections is contained in later sections of this RFP.

4.5 DISQUALIFICATION OF PROPOSALS

The HCDA reserves the right, in its sole discretion, to consider as responsive only those Proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the specifications listed herein this RFP. Any Proposal offering any other set of terms and conditions contradictory to those included in this RFP may be disqualified without further notice.

The Offeror shall be disqualified if, for any prior solicitations by the HCDA, the Offeror has ever withdrawn its Proposal after the HCDA has opened the Proposals.

The Offeror may also be disqualified if Offeror submits more than one Proposal, or if the Offeror's Proposal is considered incomplete.

4.6 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF PROPOSAL

The Offeror may modify or withdraw a Proposal before the Proposal due date and time. Any change, addition, deletion of attachment(s), or data entry of a Proposal may be made prior to the deadline for submittal of Proposals.

4.7 EACH OFFEROR TO BEAR ITS OWN COSTS

Each Offeror shall be responsible for all costs incurred by it prior to the Notice of Award, including, without limitation, its costs of preparing and submitting its Proposal, responding to notices or requests, making Offeror presentations (see also Section 5.3 Discussion with Offerors), demonstrations and discussions, and otherwise participating in the process.

END OF SECTION FOUR

SECTION FIVE – PROPOSAL EVALUATION AND SELECTION PROCESS

5.1 PROPOSAL EVALUATION SCORING

Proposals submitted in response to this RFP shall be reviewed by an evaluation committee consisting of at least three (3) HCDA employees with relevant expertise, as designated by HCDA's Head of Purchasing Agency. Evaluations will be conducted in accordance with HRS §103D-303 and HAR §3-122-52 through §3-122-57.

Award will be made to the responsible Offeror whose Proposal is determined to be the most advantageous to the State, based on the evaluation criteria and their relative weights described below.

The HCDA reserves the right to:

- Conduct discussions with Offerors within the competitive range, or
- Make an award based on initial Proposals without discussions, and
- Request BAFOs if deemed in the State's best interest.

Evaluations may not be based on any form of discrimination, including but not limited to race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation.

In the event of identical final scores, the evaluation committee, at its sole discretion, may use any reasonable and permissible method to resolve the tie.

5.1.1 Scoring Process. Proposals shall be evaluated solely on the content submitted and in accordance with the criteria and weights set forth in Section 5.2. Each scored criterion shall be evaluated using the 1-10 scale below.

1 - Not Addressed: Criterion is not addressed, or response is missing or insufficient.

2-3 - Poor: Inadequate response; minimal understanding or capability demonstrated.

4-5 - Fair: Broadly addresses the criterion but lacks detail or has notable deficiencies.

6-7 - Good: Satisfactorily addresses the criterion; meets expectations.

8-9 - Very Good: Strong response with detail and clarity; no deficiencies noted.

10 - Excellent: Exceeds expectations with added value, innovation, or exceptional insight.

5.2 EVALUATION CRITERIA AND WEIGHTS

Proposals will be evaluated based on criteria identified in Section 4.4 – Required Proposal Format and Content. Each scored criterion will be evaluated using the scoring scale set forth in Section 5.1.1 above. The maximum total score is **100 points**.

Items designated as “Pass/Fail” must be satisfactorily completed for the Proposal to be considered responsive but will not receive a numerical score.

Pass/Fail Criteria:

1. Proposal Checklist
2. Completed Offeror Form
3. Completed Wage Certificate (if applicable)
4. Proof of Insurance
5. Required Licensing

Scored Criteria:

	<u>Weighting Factor</u>	<u>Maximum Points</u>
1. Staffing and Maintenance Plan	x 3	30
2. Management Approach	x 4	40
3. Experience and References	x 2	20
4. Price Proposal	x 1	10

The Price Proposal will be scored as follows:

$$\text{Price Score} = 10 \times (\text{Lowest Price Submitted} \div \text{Total Price Submitted by Offeror})$$

The lowest priced responsive and responsible Offeror will receive the full ten (10) points. All other Offerors will receive a proportionally calculated score.

5.3 DISCUSSION WITH OFFERORS

The HCDA may, at its sole discretion, conduct private discussions with responsible Offerors whose Proposals are determined to be reasonably susceptible of being selected for award (“competitive range”), as defined in HAR §3-122-54. The purpose of these discussions is to clarify Proposal content and ensure a full understanding of the requirements prior to final evaluation or a request for BAFOs.

All Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals.

The purpose of these discussions, if held, is to:

- Review the Offeror’s understanding of the project and proposal contents;
- Introduce key personnel and/or subcontractors;
- Clarify aspects of the proposed approach, staffing, or cost structure;
- Allow HCDA to pose follow-up questions; and
- Provide Offerors the opportunity to request clarification of RFP requirements.

If discussions are conducted:

- HCDA will issue written notice to all Offerors selected for discussion, providing the date, time, attendees, and general topics to be addressed.
- Identical core questions will be provided to all Offerors to ensure fairness and consistency.
- Discussions may be held virtually, in person, or a hybrid of the two.
- HCDA may request written clarification responses following the discussion.

Discussions are not separately scored but may be considered by the Evaluation Committee when finalizing Proposal scores. Clarifications obtained during discussions will be documented in the evaluation record and may be used to adjust scoring where appropriate.

HCDA reserves the right to:

- Conclude discussions without requesting BAFOs and proceed to award; or
- Request BAFOs from Offerors remaining in the competitive range.

5.4 BEST AND FINAL OFFER

If deemed appropriate by the State in its sole discretion, the State may request BAFOs from Offerors remaining within the competitive range following discussions or evaluations. Offerors may not introduce new material that fundamentally alters the scope or intent of the original Proposal unless specifically authorized by HCDA. Offeror's BAFOs shall be submitted to the State through HlePRO on or before the deadline called for. If an Offeror fails to do so, its last submitted Offer shall be deemed its BAFO.

The BAFOs will be re-evaluated by the Evaluation Committee taking into consideration the Evaluation Criteria set forth in Section 5.2. Adjusted scores will be used to determine the final ranking of Offerors and recommendation for award. The HCDA reserves the right to make an award without requesting BAFOs if doing so is determined to be in the State's best interest.

5.5 FINAL SELECTION

The final selection of the winning Proposal for this RFP shall be based on the Proposal with the highest total evaluation score, provided the Offeror is determined to be responsible and responsive in accordance with HRS §103D-310.

Upon award, proposal documents are public record and are available for review by submitting a Request for Access to Government Record to the HCDA via email to: dbedt.HCDA@Hawaii.gov. Information on the Office of Information Practices and forms may be found at <http://oip.Hawaii.gov>.

5.6 RIGHT TO WAIVE MINOR IRREGULARITIES

The HCDA in its sole discretion reserves the right to waive minor irregularities in the Proposals, which include but are not limited to corrections of deficiencies or clarification of ambiguities that, in the judgment of the HCDA, do not require a comprehensive rewrite of the submission. The HCDA also reserves the right in its sole discretion to waive certain minimum requirements provided that all of the otherwise responsive submissions fail to meet the same minimum requirements and the failure to do so does not materially affect the procurement process.

END OF SECTION FIVE

SECTION SIX – AWARD AND CONTRACT REQUIREMENTS

6.1 AWARD OF CONTRACT AND NOTICE OF AWARD

A Notice of Award (NOA), if made, will be issued to the responsible Offeror whose Proposal is determined the most advantageous to the State based on the evaluation criteria set forth in this RFP. Award of a contract will be conditioned upon funding availability and release.

The winning Offeror will receive a NOA which will indicate that the Offeror has been selected to perform the Scope of Services under this RFP.

6.2 CANCELLATION OF AWARD

The HCDA reserves the right to cancel the award of any contract at any time before the execution of said contract by all parties. The exclusive remedy to the awardee for such cancellation shall be payment of the reasonable preparation costs and the reimbursement of any direct expenses incurred as directed by the NOA. Such cancellation will not incur any liability by the HCDA to any other Offeror.

6.3 RESPONSIBILITY OF OFFEROR (COMPLIANCE REQUIREMENTS)

The Offeror is advised that in order to be awarded a contract under this solicitation, the Offeror will be required to be compliant with all laws governing entities doing business in the State including the following chapters and pursuant to Hawai'i Revised Statutes HRS §103D-310(c):

1. Chapter 237, General Excise Tax Law;
2. Chapter 383, Hawai'i Employment Security Law;
3. Chapter 386, Worker's Compensation Law;
4. Chapter 392, Temporary Disability Insurance;
5. Chapter 393, Prepaid Health Care Act; and
6. §103D-310(c), Certificate of Good Standing ("COGS") for entities doing business in the State.

The HCDA will verify compliance on Hawai'i Compliance Express ("HCE"). Offerors are strongly encouraged to register with HCE prior to the NOA to avoid delays.

Vendor Compliance - Hawai'i Compliance Express. Vendors may use the HCE, which 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.

Timely Registration on HCE. Vendors/Contractors/service providers intending to use the HCE to demonstrate compliance are advised to register on HCE as soon as possible. The 'Certificate of Vendor Compliance' is accepted for the execution of a contract and final payment. If a vendor/Contractor/service provider is not compliant on HCE at the time of award, the Offeror will not receive the award.

Verification of Compliance on the HCE. Prior to awarding this contract, the HCDA shall verify compliance of the Contractor.

Vendor Compliance - Paper Documents. Offerors not utilizing HCE to demonstrate compliance shall provide the paper certificates to the HCDA as instructed below. All certificates must be valid on the date it is received by the HCDA. Timely applications for all applicable clearances are the responsibility of the Offeror.

- (1) **HRS Chapter 237 Tax Clearance Requirement for Award.** Pursuant to Chapter 103D-328, HRS, the Contractor shall be required to submit a tax clearance certificate issued by the Hawai'i State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original, green-certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate.

The *Tax Clearance Application*, Form A-6, and its completion and filing instructions, are available on the DOTAX website: <http://tax.Hawaii.gov/forms/>.

- (2) **HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) Requirements for Award.** Pursuant to Chapter 103D-310(c), HRS, the Contractor shall be required to submit a certificate of compliance issued by the Hawai'i State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue. A photocopy of the certificate is acceptable to the DLIR.

The DLIR Form LIR#27 Application for Certificate of Compliance with Section 3-122-112, HAR, and its filing instructions are available on the DLIR website: <http://labor.Hawaii.gov/forms/>.

Compliance with Chapter 103D-310(c), HRS, for an entity doing business in the State. The Contractor shall be required to submit a *Certificate of Good Standing (COGS)* issued by the State Department of Commerce and Consumer Affairs (DCCA) - Business Registration Division (BREG). The Certificate is valid for six (6) months from the date of issue. A photocopy of the certificate is acceptable to the HCDA.

To obtain the certificate, the Contractor must be registered with the BREG. A sole proprietorship is not required to register with the BREG and is therefore not required to submit the certificate.

For more information regarding online business registration and the COGS is available at <http://cca.Hawaii.gov/breg/>.

Timely Registration. The above certificates should be applied for and submitted to the HCDA as soon as possible. If a valid certificate is not submitted on a timely basis for an award of a contract, an Offeror otherwise responsive, may not receive the award.

Verification of Compliance. Upon receipt of compliance documents, the HCDA reserves the right to verify their validity with the respective issuing agency. The Contractor shall maintain their compliance throughout the term of the contract.

6.4 MISTAKES IN PROPOSALS

Mistakes shall not be corrected after awarding of the contract.

- 6.4.1** When the Procurement Officer knows or has reason to conclude before award that a mistake has been made, the Procurement Officer may request the Offeror to confirm the Proposal. If the Offeror alleges a mistake, the Proposal may be corrected or withdrawn pursuant to this section.
- 6.4.2** If discussions are not held, or if the best and final offers upon which award will be made have been received, mistakes shall be corrected to the intended correct offer whenever the mistake and the intended correct offer are clearly evident on the face of the Proposal, in which event the Proposal may not be withdrawn.
- 6.4.3** If discussions are not held, or if the best and final offers upon which award will be made have been received, an Offeror alleging a material mistake of fact which makes a Proposal non-responsive may be permitted to withdraw the Proposal before award if the mistake is clearly evident on the face of the Proposal but the intended correct offer is not, or the Offeror submits evidence which clearly and convincingly demonstrates that a mistake was made.

Technical irregularities are matters of form rather than substance evident from the Proposal document, or insignificant mistakes that can be waived or corrected without prejudice to other Offerors; that is when there is no effect on the price, quality, or quantity. If discussions are not held or if the best and final offers upon which award will be made have been received, the Procurement Officer may waive such irregularities or allow an Offeror to correct them if either is in the best interest of the State. Examples include the failure of an Offeror to return the number of signed Proposals required by the request for Proposals; sign the Proposal, but only if the unsigned Proposal is accompanied by other material indicating the Offeror's intent to be bound, or to acknowledge receipt of an amendment to the request for Proposal, but only if it is clear from the Proposal that the Offeror received the amendment and intended to be bound by its terms; or the amendment involved had no effect on the price, quality or quantity.

6.5 DEBRIEFING

Pursuant to HAR §3-122-60, non-selected Offerors may request a debriefing to understand the source selection decision.

A written request for debriefing shall be made within three (3) working days after the posting of the award notice. The Procurement Officer or designee shall hold the debriefing within seven (7) working days to the extent practicable from the receipt date of the written request.

A protest by the requestor following a debriefing shall be filed within five (5) working days, as specified in HAR §103D-303(h). See Section 6.6 Protest Procedures below for submitting a protest.

6.6 PROTEST PROCEDURES

Pursuant to HRS §103D-701 as amended and HAR §3-126-3, an actual or prospective Offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest.

Any protest shall be submitted in writing to the HCDA's Head of Purchasing Agency (HOPA) via the methods indicated below:

Craig K. Nakamoto
Executive Director and Head of Purchasing Agency
Hawai'i Community Development Authority
547 Queen Street
Honolulu, HI 96813

Or via email: dbedt.hcda.contact@hawaii.gov

A protest shall be submitted in writing within five (5) working days after the aggrieved Offeror knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of Proposals. Further, provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award or if requested, within five (5) working days after the Procurement Officer's debriefing was completed.

In the event of a protest, no further action shall be taken on the solicitation or the award of the contract until the HOPA issues a written decision to either uphold or deny the protest.

6.7 INSURANCE REQUIREMENTS

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.

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:

\$5,000,000 Aggregate

Worker's Compensation:

Coverage A: As required by Hawai'i 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:

\$1,000,000 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.

Professional Liability (Errors & Omissions):

\$1,000,000 per occurrence

\$1,000,000 aggregate

Crime/Fidelity Coverage:

\$500,000 minimum

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 Hawai'i Community Development Authority, 547 Queen Street, Honolulu, Hawai'i 96813."
2. "The State of Hawai'i and the Hawai'i Community Development Authority, together with their respective elected officials, officers, directors, members, employees, agents, and volunteers, are added as additional insureds with respect to operations performed under this contract."
3. "It is agreed that any insurance maintained by the State of Hawai'i 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 Hawai'i Insurance Code throughout the entire contract term and any extension term.

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(s) 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 or under law 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.

6.8 CAMPAIGN CONTRIBUTIONS BY CONTRACTORS

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

6.9 NOTICE TO PROCEED

Work will commence on the official date specified on the Notice to Proceed ("NTP").

The Agent shall start work immediately upon issuance of the NTP and shall have sufficient capacity and staffing to begin work immediately on the issuance of the NTP.

6.10 CONTRACT EXECUTION

The Offeror receiving the award will be required to enter into a formal written contract with the HCDA. Work shall commence on the official commencement date specified on the NTP letter issued by the HCDA upon execution of the contract. No work is to be undertaken prior to the commencement date specified on the NTP letter issued by the HCDA upon execution of the contract by both parties.

The contract will incorporate the State's AG-008 103D General Conditions (**Exhibit C**), which is incorporated herein by reference and made a part of the contract documents.

Prior to execution of the contract, the selected Offeror shall submit the following to HCDA:

1. A current Certificate of Insurance (COI) and insurance policies evidencing compliance with the insurance requirements set forth in Section 6.7.
2. A certified copy of the Offeror's Corporate Resolution, or other official authorization, confirming that the individual(s) executing the contract are duly authorized to do so on behalf of the company.

Failure to provide these required documents in satisfactory form may delay contract execution and issuance of the NTP.

6.11 FEDERAL I.D. NO. AND HAWAI'I GENERAL EXCISE TAX LICENSE I.D.

Prior to contract execution, the selected Offeror's Federal Employer Identification Number (FEIN) and Hawai'i General Excise Tax (GET) License I.D. By contract award, the Offeror must remain in good standing with the State Department of Taxation and comply with all applicable provisions of HRS Chapters 237 and 238.

6.12 NON-DISCRIMINATION

The Contractor shall comply with all applicable federal and State laws prohibiting discrimination against any person on the grounds of race, color, national origin, religion, creed, sex, age, sexual orientation, marital status, handicap, or arrest and court records in employment and any condition of employment with the Contractor or in participation in the benefits of any program or activity funded in whole or in part by the State.

6.13 REDACTION BY THE STATE

If the HCDA determines, pursuant to HRS §92F-13, that any information or material in a Proposal, any written question or submission by a prospective Offeror, an Offeror or a Contractor, any response to any question or submission from a prospective Offeror, Offeror or Contractor, and/or any Contract document is not required to be disclosed, then the HCDA shall segregate, or redact, or otherwise cause any such information or material to not be made available as public information.

6.14 CERTIFICATION OF OFFEROR CONCERNING WAGES, HOURS AND WORKING CONDITIONS

Pursuant to HRS §103-55 the Contractor shall certify that services performed under this contract will be performed in compliance with the requirements of HRS §103-55, if the total contract amount exceeds \$25,000. If so, Offerors shall complete and submit a Wage Certificate

(Attachment 4) certifying that services required under the contract will be performed pursuant to HRS §103-55.

Offerors are responsible for determining which, if any, of their employees perform work similar to public classifications. The State Department of Human Resources Development (“DHRD”) website provides class specifications and salary schedules at: <https://dhrd.hawaii.gov/state-hr-professionals/class-and-comp/>

END OF SECTION SIX

SECTION SEVEN – CONTRACT ADMINISTRATION

7.1 CONTRACT MANAGER AND OVERSIGHT

Following contract award, HCDA will designate a **Contract Manager** who shall serve as the sole contractual point of contact for the Contractor regarding post-award administration. The Contract Manager is responsible for monitoring compliance with contract requirements, coordinating communications, and overseeing the administrative aspects of performance. The Contractor shall direct all questions concerning contract requirements, deliverables, and post-award administration to the Contract Manager.

HCDA reserves the right to modify or reassign the individual(s) serving in these roles at any time. Contact information for each designated representative will be provided to the Contractor at the time of award.

7.2 INVOICING AND PAYMENT

The Contractor shall electronically submit an invoice with each request for payment. Reference both the contract number and the Project name on all invoices.

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

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

Vendor Setup Documentation. Prior to the processing of the first invoice, the Contractor shall submit a completed IRS Form W-9 and one (1) copy of the Contractor's blank letterhead identifying its remittance address. This documentation is required on a one-time basis to establish a vendor number in the State's accounting system.

7.3 DISPUTE RESOLUTION

If conflict arises, either the Contractor or the HCDA shall pursue alternative dispute resolution procedures to voluntarily resolve those issues prior to litigation. These procedures may include but are not limited to: conciliation; facilitation; mediation; and fact-finding.

7.4 CONTRACT CHANGES

During the course of the contract, the Contractor may be required to perform additional work which shall be within the general scope of the contract. When additional work is required, the Contract Manager will provide the Contractor a written description of the additional work and request the Contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work.

Contractor will not commence additional work until the Contract Manager has secured the required State approvals necessary for the amendment and an executed written contract amendment has been issued.

7.5 RE-EXECUTION OF WORK

The Contractor shall re-execute any work that fails to conform to the requirements of the contract which appear during the course of the work and shall immediately remedy any defects due to faulty work by the Contractor at its sole expense.

7.6 CONTRACT INVALIDATION

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

END OF SECTION SEVEN

SECTION EIGHT – LIST OF ATTACHMENTS AND EXHIBITS

Attachments and Exhibits are incorporated by reference and are available via HlePRO or as otherwise noted in this RFP.

ATTACHMENTS

- 1 – Proposal Checklist
- 2 – Proposal
- 3 – Offer Form and Price Proposal
- 4 – Wage Certificate

EXHIBITS

- A – Description of Project
- B – Detailed Scope of Work
- C - AG-008 Chapter 103D General Conditions (Bound Separately)

END OF SECTION EIGHT