



DEPARTMENT OF  
HOUSING AND HUMAN CONCERNS  
COUNTY OF MAUI

ALAN M. ARAKAWA  
Mayor

WILLIAM R. SPENCE  
Director

JAN SHISHIDO  
Deputy Director

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OFFICE OF THE MAYOR

200 SOUTH HIGH STREET • WAILUKU, HAWAII 96793 • PHONE (808) 270-7805 • FAX 270-7165 • EMAIL [director.hhc@mauicounty.gov](mailto:director.hhc@mauicounty.gov)

August 16, 2018

Honorable Alan M. Arakawa  
Mayor, County of Maui  
200 South High Street  
Wailuku, Hawaii 96793

For Transmittal to:

Honorable Riki Hokama  
Chair, Budget and Finance Committee  
Maui County Council  
200 South High Street  
Wailuku, Hawaii 96793

Dear Chair Hokama:

**SUBJECT: AMENDING THE FISCAL YEAR 2019 BUDGET: HAWAII HOUSING PLANNING STUDY (AFFORDABLE HOUSING FUND) (BF-162)**

Thank you for your correspondence dated August 14, 2018 requesting information related to the above subject. The information requested in your letter is listed below in bold and is followed by the Department's responses.

- 1. Provide the scope of work for the Study. When was the Request for Proposals completed and who was awarded the bid? Also, provide the total cost of the study and how Maui County's share was calculated.**

Procurement for this study was done for the entire state by HHFDC using a competitive bid process, with each County paying a portion of the costs. A copy of the Request for Proposals (RFP) is attached for your review. Proposals were due to HHFDC on June 19, and the proposal from SMS was selected as the winning bid. The original scope of work is shown on pages 15-23 of the RFP. A Best and Final Offer from SMS was submitted on August 2, 2018 in which, based on final costs, Maui County decreased the number of census tracts in A.7 (page 21), and declined the Fair Market Rent study D.4 (page 23) which was shown in the original scope of work. Total proposed contract price for the study is \$609,856.11. County of Maui portion is \$101,730.21.

The cost of the survey is based on the sample size for each County. The sample size is determined based on the number of districts and margin of error each County is willing to accept for those districts. The more districts, the higher the sample size is in order to maintain the accuracy of the data. Maui County requests data for 8 districts which are shown on page 16 (c – j) of the RFP.

In addition to the basic data, each County may request that information be collected on a number of other housing questions or issues specific to that county. Maui County has requested the survey include a number of additional questions. We are

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 COUNTY COUNCIL

APPROVED FOR TRANSMITTAL  
  
 Mayor Date 8/20/18

also requesting data concerning the number of low – moderate income families in the census tracts for Hana and Lanai, and we are requesting data on the impact of out-of-state property owners in Maui County.

2. **Explain the importance for the County to participate in the statewide study. Is the Study, or a portion of the Study, specific to Maui County? If so, provide a copy of the scope of work.**

When the study is complete we will receive a study specific to the County of Maui. The study will include both the core housing data, and any additives which we have requested. The scope of work reflecting core data and additives for Maui County is included in the overall RFP which is provided with this document.

The 2019 HHPS is the most recent in a series of studies which provides baseline, current, and projected housing information across the state and for each of the counties. This information is critical statewide, as it provides a basis for both Federal and State funding allocations and supports the approval of funding requests. A prime example of this is reflected in the more than \$1.8 billion allocated for housing needs statewide by the state legislature over the last few years in direct response to the findings in the 2016 HHPS.

On the local level, developers who are interested in developing housing in Maui County use the study extensively as well. The information is used to help identify needs, and to justify funding requests from the state sources, as well as federal sources. The 2016 study has resulted in approximately **\$150 million** in state funding coming directly into the County. This number does not include Hula Mae Multi-Family bonds or Dwelling Unit Revolving Funds which have been allocated to Maui County projects, or the private financing which was leveraged with those funds. All of these sources work together to build affordable housing.

In addition to the funding received from the state by developers, the County also receives a direct benefit from the study. The use of our HOME, HTF and CDBG funding is supported by the study, and none of these funds could be utilized for housing purposes otherwise. Since the 2016 study also included a Fair Market Rent component, we also received additional Section 8 funding. In total, the 2016 study has resulted in over \$12.7 million in federal funds directly to the County.

If we do not participate in the study, Maui County's needs will not be considered.

Moving forward, the Housing Division is looking to leverage more of the County controlled funding (Affordable Housing Fund, HOME, HTF, and CDBG), with both state and private funds. This study is one of the first steps in making that happen. We are hoping to bring more state funding to County projects (like the upcoming Lanai project), by leveraging the Affordable Housing Fund and federal funds, rather than financing the entire project with County funds. This study will help us do just that.

3. **As stated in the correspondence dated July 26, 2016, from the Budget Director, the data from the Study is used by developers, nonprofits, and other agencies to justify the funding for project and programs from the County's Affordable Housing Fund and to leverage those funds for Federal and State sources. Could administrative funds from HOME Investment Partnerships Program, National Housing Trust Fund, Community Development Block Grant, and**

**Section 8 be used to fund the study? If so, why is the proposed budget amendment for funds from the Affordable Housing Fund? If not, explain why the funds are not eligible for use if there are direct benefits from the Study.**

Section 8 administrative funds might have been used to help fund the Fair Market Rent portion of the study had we chosen to include that additive this year. However there is no other nexus between the 2019 HHPS and the Section 8 program, therefore we would not be able use their funding for the other portions of the study. That said, a nexus does exist for the other programs, and administrative funds from HOME, HTF and CDBG could be used to help fund the study if there were available administrative funds in those budgets to do so. As previous studies had been paid by the Affordable Housing Fund, the current program administrative funds have been budgeted elsewhere, and none had been allocated to support the cost for this study. However, these programs will look at budgeting administrative funds to support a portion of the cost for these studies in the future.

- 4. Provide a timeline for the Study and indicate how the timing of the completion of the Study will benefit the County in obtaining future State and Federal Funds.**

The attached timeline provides a reference of the time required for the various tasks associated with the Study. The actual work on the study is scheduled to begin upon approval of funding and issuance of a purchase order and is estimated to take about a year. Please note the original timeline was based on a start date of August 1; as such, the completion date will be adjusted based on the actual start date of the study.

The timing of the study is set specifically to support our five year 2020-2024 ConPlan. The data from the study is critical to completion of the ConPlan and timely submission to HUD. Without this data, Maui County will be ineligible to use HOME, HTF, or CDBG funds to support affordable housing projects or initiatives in this County. In addition, the 2020 HOME and HTF fund allocations would be in jeopardy, in their entirety.

Thank you for the opportunity to provide this information. Should you have any questions, please feel free to contact me at Ext. 7805.

Sincerely,



WILLIAM R. SPENCE  
Director of Housing and Human Concerns

Attachments





**STATE OF HAWAII**  
**DEPARTMENT OF BUSINESS, ECONOMIC DEVELOPMENT, AND TOURISM**  
**HAWAII HOUSING FINANCE AND DEVELOPMENT CORPORATION**

**REQUEST FOR PROPOSALS**

**No. 18-017-PEO**

**2019 HAWAII HOUSING PLANNING STUDY**

**REGISTRATION:**

ALL PERSONS INTERESTED IN THE RFP MUST **REGISTER** WITH THE RFP CONTACT TO RECEIVE NOTICE OF ANY CHANGES OR UPDATES TO THE SOLICITATION. TO REGISTER, EMAIL OR FAX YOUR CONTACT INFORMATION TO THE RFP CONTACT LISTED BELOW.

A **Pre-Proposal Conference** will be held on **May 24, 2018** at **10:00 AM** in the HHFDC Board Room, 677 Queen Street, Suite 300, Honolulu, Hawaii.

**Direct all questions, in writing, no later than May 31, 2018, to:**

**RFP Contact:**

Janice Takahashi, Chief Planner  
Hawaii Housing Finance and Development Corporation  
Email: [janice.n.takahashi@hawaii.gov](mailto:janice.n.takahashi@hawaii.gov)  
Phone: (808) 587-0639

**PROPOSALS DUE JUNE 19, 2018**

**No later than 2:00 PM**

**Submit proposals to:**

Procurement Officer  
RFP No. 18-017-PEO  
Hawaii Housing Finance and Development Corporation  
677 Queen Street, Suite 300  
Honolulu, Hawaii 96813

**The envelope or enclosure containing proposals must be sealed and clearly marked with the RFP number and title.**

**Electronic responses shall not be accepted.**

## NOTICE TO INTERESTED PARTIES

### Request for Proposals (RFP) No. 18-017-PEO 2019 HAWAII HOUSING PLANNING STUDY

The HAWAII HOUSING FINANCE AND DEVELOPMENT CORPORATION (HHFDC) is requesting proposals from qualified persons or firms able to provide a statewide housing study on housing supply/demand, needs, characteristics, projections, and affordability.

Copies of the RFP shall be made available as follows, beginning **May 18, 2018**:

1. **Electronic copy on the State Procurement Office (SPO) website.** A copy of the RFP documents can be reviewed and downloaded online at no cost. Go to <https://hands.ehawaii.gov/hands/welcome>. Locate the RFP and click on the "More Info" link to download the documents. **Any Offeror who downloads the solicitation documents online is advised to register by e-mail or fax to the RFP Contact.** If Offeror does not register with RFP Contact, Offeror will not receive notification of any changes or addenda to the RFP.
2. **Hard copy picked up at the HHFDC Office.** Notify the RFP Contact below to schedule a pick up. A fee of \$100 per copy will be assessed for administrative and printing costs. The HHFDC Office is located at 677 Queen Street, Suite 300, Honolulu, Hawaii. Fee shall be paid via cashier's check payable to "Hawaii Housing Finance and Development Corporation."
3. **Hard copy by U.S. Postal Service first class mail, Fedex, or equivalent.** Notify the RFP Contact below to arrange mailing of the solicitation documents. Must have carrier account number or documents will be mailed via USPS First Class Mail. A fee of \$100 per copy will be assessed for administrative and printing costs and must be prepaid via cashier's check payable to "Hawaii Housing Finance and Development Corporation."

A **Pre-Proposal Conference** will be held on May 24, 2018 at 10:00 AM in the HHFDC Board Room, 677 Queen Street, Suite 300, Honolulu, Hawaii.

Statements made by HHFDC representatives at the Pre-Proposal Conference or otherwise during the solicitation process shall not be binding on HHFDC unless confirmed by written addendum. Direct all questions regarding the RFP, in writing, to the RFP Contact, Janice Takahashi, Chief Planner, HHFDC, Email: [janice.n.takahashi@hawaii.gov](mailto:janice.n.takahashi@hawaii.gov), Fax: (808) 587-0600. **The deadline for questions** is May 31, 2018.

**Proposals must be received and date/time-stamped no later than 2:00 PM on June 19, 2018 by the Procurement Officer at Hawaii Housing Finance and Development Corporation, 677 Queen Street, Suite 300, Honolulu, Hawaii 96813.**

  
\_\_\_\_\_  
Craig K. Hirai, Executive Director  
Hawaii Housing Finance and Development Corporation

Legal Ad Date: May 18, 2018

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### ATTACHMENTS & EXHIBITS

Attachment 1: OFFER FORM, OF-1

Attachment 2: OFFER FORM, OF-2

Exhibit A: Contract Form and AG General Conditions

Exhibit B: Sampling Proposal

Exhibit B: Cost Breakdown

## SECTION ONE

### INTRODUCTION AND KEY INFORMATION

#### 1.1 TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION

At-Risk of Homelessness	=	Households in which members would become homeless in less than three months, if they suddenly lost their primary source of income. Also called “precariously housed,” these people are within three monthly paychecks away from homelessness.
BAFO	=	Best and Final Offer.
Community land trust or housing land trust	=	Non-profit community-based organization whose mission is to provide affordable housing in perpetuity by owning land and leasing it to those who live in houses built in the land.
Contract	=	Refers to the Contract for Goods or Services Based on Competitive Sealed Proposals, including the General Conditions and all attachments, exhibits, and supplemental documents.
Contractor	=	The Successful Offeror who executes a contract with HHFDC to provide the goods and/or services specified in this solicitation.
CPO	=	Chief Procurement Officer of the State of Hawaii
DAGS	=	Department of Accounting and General Services
Elderly	=	A person 62 years of age or older.
Executive Director	=	Head of the Hawaii Housing Finance and Development Corporation.
Exiting offender	=	Inmates released from the prison system.
Frail elderly	=	Elderly who are afflicted with physical or mental disabilities that may interfere with the ability to independently perform activities of daily living (i.e., bathing, dressing, toileting, and meal preparation).
GC	=	General Conditions, issued by the Department of the Attorney General.
GET	=	General Excise Tax.



- HAR = Hawaii Administrative Rules.
- HHFDC = Hawaii Housing Finance & Development Corporation.
- Hidden Homeless = Households in which more than one family share accommodations. These households include families that are doubled up (two or more families or groups of persons who are related by birth, marriage or adoption) and those that are sharing housing (two or more families or groups whose members are not related by birth, marriage or adoption).
- Household = A household consists of all the people who occupy a housing unit. A house, an apartment or other group of rooms, or a single room, is regarded as a housing unit when it is occupied or intended for occupancy as separate living quarters; that is, when the occupants do not live with any other persons in the structure and there is direct access from the outside or through a common hall.
- A household includes the related family members and all the unrelated people, if any, such as lodgers, foster children, wards, or employees who share the housing unit. A person living alone in a housing unit, or a group of unrelated people sharing a housing unit such as partners or roomers, is also counted as a household. The count of households excludes group quarters. There are two major categories of households, "family" and "nonfamily".
- Household types = Small family households containing 2-4 members; large family households containing 5+ members; households containing at least 1 person 62-74 years of age; households containing at least 1 person age 75 or older; households with 1 or more children 6 years or younger.
- Householder = The householder refers to the person (or one of the people) in whose name the housing unit is owned or rented (maintained) or, if there is no such person, any adult member, excluding roomers, boarders, or paid employees. If the house is owned or rented jointly by a married couple, the householder may be either the husband or the wife. The person designated as the householder is the "reference

	person" to whom the relationship of all other household members, if any, is recorded.
HRS	= Hawaii Revised Statutes.
Native Hawaiian	= Native Hawaiian alone or in any combination, consistent with U.S. Census ethnic code 062.
Native Hawaiian Beneficiary	= Native Hawaiians as defined by the Hawaiian Homes Commission Act, 1920, as amended and incorporated under Public Law 86-3, Hawaii Statehood Act, 1959.
Offer	= Proposal
Offeror	= Any person or firm that submits an offer in response to this solicitation.
Persons with alcohol or other drug addictions	= Persons whose impairment or disability is due to alcoholism or drug addiction.
Persons with developmental disability	= Persons with a severe, chronic disability that: (1) is attributable to a mental or physical impairment or combination of mental and physical impairments; (2) is manifested before the individual attains age 22; (3) is likely to continue indefinitely; (4) results in substantial functional limitations in three or more of the following areas of major life activity: self-care; receptive and expressive language; learning; mobility; self-direction; capacity for independent living; economic self-sufficiency; and (5) reflects the individual's need for a combination and sequence of special interdisciplinary, or generic services, individualized supports, or other forms of assistance that are of lifelong or extended duration and are individually planned and coordinated. An individual from birth to age 9, inclusive, who has a substantial developmental delay or specific congenital or acquired condition, may be considered to have a developmental disability without meeting three or more of the criteria described above, if the individual, without services and supports, has a high probability of meeting those criteria later in life.
Persons with disabilities	= Any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such

impairment; or is regarded as having such an impairment. In general, a physical or mental impairment includes hearing, mobility and visual impairments, chronic alcoholism, chronic mental illness, AIDS, AIDS Related Complex, and mental retardation that substantially limits one or more major life activities. Major life activities include walking, talking, hearing, seeing, breathing, learning, performing manual tasks, and caring for oneself.

- Persons with HIV/AIDS = A person with the disease of acquired immunodeficiency syndrome or related diseases, or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome, including infection with the human immunodeficiency virus (HIV).
- Persons with severe mental illness = Persons with a severe and persistent mental or emotional impairment that seriously limits his or her ability to live independently, and which impairment could be improved by more suitable housing conditions.
- Procurement Officer = Executive Director, Hawaii Housing Finance & Development Corporation
- 
- Proposal = The official written response submitted by an Offeror in response to this Request for Proposals.
- Proposer = Offeror.
- RFP = Request for Proposals.
- Repurchase or Buyback provision = A restriction on an affordable residential property that allows a governmental entity the first option to purchase the property under certain guidelines when an owner seeks to transfer title to the property.
- Shared appreciation equity = A percentage share of the net appreciation in the property value when an affordable property is transferred or sold that is due to the governmental entity that provided the original homebuyer with the opportunity to purchase the property at a price below fair market value.

Special need groups	= Persons in various subpopulations that are not homeless but may require housing or supportive services, including the frail elderly, persons with disabilities (mental, physical, developmental), persons with HIV/AIDS, persons with alcohol or other drug addiction, victims of domestic violence, and youth.
State	= State of Hawaii, including all departments, attached agencies, and political subdivisions.
Sustainable affordable lease	= A residential lot lease that includes restrictions and limitations intended to maintain the continued affordability of the residential lot.
Successful Offeror	= Anyone awarded a contract as a result of this solicitation.
Victims of domestic violence	= Victims of felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic violence or family violence laws of the jurisdiction.
Visitor Attraction Area	= An area that attracts visitors, such as Hanalei on Kauai, but does not have significant visitor industry infrastructure.
Visitor Destination Area	= An area with significant visitor industry infrastructure, such as Waikiki on Oahu.
Youth exiting foster care	= Youth who are aging out of the foster care system.

## 1.2 INTRODUCTION

The Hawaii Housing Finance and Development Corporation seeks proposals from qualified and experienced offerors able to provide a statewide housing study on housing supply/demand, needs, characteristics, projections, and affordability.

## 1.3 RFP SCHEDULE AND REGISTRATION

### a. RFP Schedule

The RFP Schedule below is based on approximate dates. If a component of the schedule is changed, such as the Proposal Due date, the timeline will be adjusted accordingly. All times indicated herein are in Hawaii Standard Time (HST).

Advertise Request for Proposals	May 18, 2018
Pre-Proposal Conference	May 24, 2018 at 10:00 AM
Deadline for Questions and Clarifications	May 31, 2018
State Response to Questions and Clarifications	June 7, 2018
<b>Proposal Due</b> 1 Original, 12 Copies, 1 electronic CD or USB drive of proposal	<b>June 19, 2018</b> <b>No later than 2:00 PM</b>
Proposal Evaluations Completed	June 22, 2018
Discussions with Priority Listed Offerors, if necessary	June 25, 2018
Best and Final Offer, if necessary	June 26, 2018
Notice of Award	June 27, 2018
Notice to Proceed	July 11, 2018

**NOTE: HHFDC reserves the right to deviate from this schedule.**

### b. Registration

**Interested parties are advised to register by e-mail to the RFP Contact.** To register, parties must email the RFP Contact requesting registration for this specific RFP and providing the party's contact information, including Name, Company, Email and Phone Number. If interested parties do not register with RFP Contact, they will not receive courtesy notices of any changes or addenda to the RFP. Regardless of registration, however, it remains the responsibility of any interested parties to regularly check the SPO website for any updates to the solicitation.

## 1.4 PRE-PROPOSAL CONFERENCE

An optional **Pre-Proposal Conference** will be held on the date and time specified in the RFP Schedule at 677 Queen Street, Suite 300, Honolulu, Hawaii in the HHFDC Board Room.

Prior to submittal of the proposal, it is recommended that Offerors familiarize themselves with the RFP documents and the extent and nature of work to be performed. If work at a particular site or project is necessary, Offerors are encouraged to visit the location. No

additional compensation will be allowed by reason of any misunderstanding or error regarding site conditions, project layout or work to be performed.

Questions will be permitted at the Pre-Proposal Conference. However, any statements made by HHFDC representatives are only intended to give proposer general direction and shall not be binding on HHFDC unless confirmed by written addendum. For an official response, submit all questions **in writing** to the RFP Contact.

## 1.5 QUESTIONS, CLARIFICATIONS, OR CHANGES

Any Offeror that has questions or requires clarification of the information provided in this RFP must submit specific questions or requests **in writing** to the RFP Contact listed on the cover of the RFP. The deadline for questions is specified in the RFP Schedule above. **Email is the preferred method of communication.** Questions or requests for clarifications are due on the date indicated in the RFP Schedule, unless otherwise amended.

### a. Addenda

If HHFDC determines that additional information or interpretation is necessary or that a change is needed regarding this RFP, such information will be supplied in addenda and distributed to all persons or firms who registered for this solicitation. Addenda shall have the same binding effect as though contained in this RFP. The Procurement Officer will issue all addenda no later than the date indicated in the RFP Schedule, unless otherwise amended.

Up to the date and time that proposals are due, it is the responsibility of all parties interested in this RFP to refer frequently back to the SPO website to check for any addenda that have been issued for this RFP. Interested parties who have registered with HHFDC for this proposal will receive courtesy notices of any addendum that has been issued for this RFP; however, interested parties are ultimately responsible for being aware of any addenda issued by HHFDC and modifying their proposal accordingly.

### b. Statements by HHFDC Representatives

Statements made by HHFDC representatives at the Pre-Proposal Conference, Site Inspection, or otherwise during the solicitation process shall not be binding on HHFDC unless confirmed by written addendum.

For an official response, offerors shall submit all questions **in writing** to the RFP Contact.

### c. Required Review

Offeror shall carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and questionable or

objectionable matter **must be made in writing and should be received by the HHFDC prior to the Deadline for Questions and Clarifications as stated in the RFP Schedule.** This will allow issuance of any necessary corrections and/or amendments to the RFP.

If Offeror takes exception to any terms, conditions, specifications, or other requirements described herein, Offeror initially should seek an informal resolution with the Procurement Officer. See HRS 103D-701 and HAR 3-126-3 prior to receipt of offers. If unresolved at the time offers are received, any exceptions taken to the terms, conditions, specifications, or other requirements described herein may be listed in the Exceptions section of the Offeror's proposal.

## **1.6 UNAUTHORIZED COMMUNICATIONS**

The sole point of contact for this solicitation is the RFP Contact named on the front cover of this RFP. All questions and communications regarding this RFP must be directed to the RFP Contact. Offerors must not communicate about this RFP with members of the Evaluation Committee, the HHFDC Board of Directors, or any HHFDC employee not specifically named in this RFP, except upon invitation by HHFDC as part of discussions or best and final offers. Doing so may be cause for proposal rejection.

## **1.7 RESERVED**

## **1.8 GOVERNING LAWS AND RULES; COST OF LITIGATION**

This RFP is being conducted pursuant to and in accordance with Hawaii Revised Statutes (HRS), Chapter 103D, and all applicable Hawaii Administrative Rules (HAR), including, but not limited to HAR 3-122. All proposals submitted in response to this RFP are subject to the HRS, HAR, and all terms, conditions, and requirements specified in the RFP.

The validity of the RFP and any of its terms or provisions, as well as the rights and duties of the State, HHFDC, and any party submitting a response to the RFP, shall be governed by the laws of the State of Hawaii. All matters not specifically addressed in the RFP, or a subsequent contract entered into, will be governed by the HRS as well as applicable HAR and any other local, state, and federal rules, laws, and regulations pertaining to procurement and contracting with HHFDC and the State of Hawaii.

Any action at law or equity to enforce or interpret the provisions of the RFP shall be brought in a state court or competent jurisdiction in Honolulu, Hawaii.

### **a. Cost of Litigation**

In case the State or HHFDC shall, without any fault on its part, be made a part to any litigation commenced by or against the protesting Offeror in connection with the

RFP, the protesting Offeror shall pay all costs and expenses incurred by or imposed on the State or HHFDC, including attorneys' fees.

## **1.9 RESERVATION OF RIGHTS**

HHFDC, in its sole discretion, reserves the right to:

- a. change or cancel this RFP;
- b. reject any or all proposals received in response to this RFP;
- c. determine whether a proposal submitted in response to this RFP fails to meet the requirements of the RFP in some material respect;
- d. obtain modification or clarification necessary to properly evaluate a proposal;
- e. obtain references regarding any Offeror's past performance from any source; and
- f. execute a contract with the Successful Offeror.

Neither issuance of this RFP nor evaluation of any proposal(s) obligates HHFDC to award a contract from this RFP.

## **1.10 DOWNLOADED SOLICITATION**

Any Offeror who downloads the solicitation documents online is advised to register its entity by fax or e-mail to the RFP Contact. If Offeror does not register its company, Offeror will not receive notification of any changes or addenda to the RFP.

## **1.11 RESERVED**

## **1.12 OFFEROR QUALIFICATIONS**

Offeror must meet all of the qualification requirements in the RFP. Failure to meet the qualifications as specified in the RFP will likely have an adverse effect on Offeror's proposal evaluation, and may be grounds for non-selection of a proposal.

## **1.13 SUBMISSION OF PROPOSAL**

By submission of a proposal, Offerors warrant and represent that they have read and are familiar with the contractual requirements set forth in the RFP and its attachments and exhibits, the provisions of which are expressly incorporated into this RFP by reference as though fully set forth in its entirety herein.

Furthermore, the submission of a proposal shall constitute an incontrovertible representation by the Offeror of compliance with every requirement of the RFP, and that the RFP documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the work.

Before submitting a proposal, each Offeror must:



- a. Examine the solicitation documents thoroughly. Solicitation documents include this RFP, any attachments, exhibits, plans referred to herein, and any other relevant documents; and
- b. Be 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, the project, and/or the relevant property.

All submitted proposals shall become the property of the HHFDC and be subject to public disclosure in accordance with HRS, Chapter 92F.

#### **1.14 CONFIDENTIAL INFORMATION**

If a person believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld as confidential, then the RFP Contact named on the cover of this RFP should be so advised in writing and provided with legal justification to support the confidentiality claim. Price is not considered confidential and will not be withheld.

**An Offeror shall request in writing nondisclosure of designated trade secrets or other proprietary data considered confidential by law. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.**

Offerors may not mark an entire proposal confidential. Should a proposal be submitted in this manner, the HHFDC reserves the right to hold no portion of the proposal as confidential, unless such a portion is determined by the Attorney General to be subject to disclosure pursuant to HRS, Chapter 92F.

If a request is made to inspect the confidential material, the inspection shall be subject to written determination by the Department of the Attorney General for confidentiality in accordance with HRS Chapter 92F. If it is determined that the material designated as confidential is subject to disclosure, the material shall be open to public inspection, unless the Offeror appeals pursuant to HRS §92F-42(1). If the request to inspect the confidential material is denied, the decision may be appealed to the Office of Information Practices in accordance with HRS §92F-15.5.

#### **1.15 OFFER ACCEPTANCE PERIOD**

The State's acceptance of an offer, if any, will be made within ninety (90) calendar days after the opening of proposals. Any price submitted by the Offeror shall be a firm price for this 90-day period.

## 1.16 PROPOSAL AS PART OF THE CONTRACT

This RFP and the Successful Offeror's proposal, as accepted by HHFDC, will be incorporated into the resulting Contract. In the event of conflicts between the RFP and the Successful Offeror's proposal, the RFP will always take precedence. The Successful Offeror is required to identify conflicting or omitted sections of the RFP requirements in its proposal.

## 1.17 ADDITIONAL TERMS AND CONDITIONS

**Approvals.** Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General as to form, and is subject to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

**Confidentiality of Material.** All material given to or made available to the Contractor by virtue of this contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

**Nondiscrimination.** No person performing work under this Agreement, including any subcontractor, employee, or agency of the Contractor, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

**Records Retention.** The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for six (6) years from the date of final payment under the Agreement.

**Correctional Industries.** Goods and services available through Hawaii Correctional Industries (HCI) programs may be the same or similar to those awarded by competitive sealed bids or proposals. Agencies participating in HHFDC requirements (price list) contracts may also procure directly from CI and shall not be considered in violation of the terms and conditions of any HHFDC contract.

**Competency of Offeror.** The Procurement Officer shall determine whether the Successful Offeror has the financial ability, resources, skills, capability, and business integrity necessary to fulfill the Contract. For this purpose, either before or after the deadline for an offer, the HHFDC may require Offeror to submit answers to questions regarding facilities, equipment, experience, personnel, financial status or any other factors relating to the ability of the Offeror to satisfactorily fulfill the Contract. Whenever it appears from answers to the questionnaire or otherwise, that the Successful Offeror is not fully qualified and able to fulfill the Contract, a written determination of non-responsibility of an offeror shall be made. The unreasonable failure of an offeror to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such offeror. The decision of non-responsibility shall be final unless the offeror applies for administrative review pursuant to section 103D-709, HRS.

**Preparation of Offer.** An Offeror may submit only one offer in response to a solicitation. If an Offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an Offeror may submit only one offer for each line item (if any) of a solicitation. If an Offeror submits more than one offer per line item, then all offers for that line item shall be rejected.

**The State and HHFDC reserves the right to add terms and conditions to the RFP and Contract. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluation.**

#### **1.18 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS**

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

#### **1.19 CANCELLATION**

Pursuant to HAR 3-122-96, HHFDC reserves the right to cancel this RFP without liability when it is determined by HHFDC, at its sole discretion, to be in the best interests of the State. In no event shall HHFDC have any liability for a cancellation. The Offeror assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

#### **1.20 REJECTION OF PROPOSALS**

Pursuant to HAR 3-122-97, HHFDC reserves the right to reject any or all proposals, in whole or in part, without liability, when it is determined by HHFDC, at its sole discretion, to be in the best interest of the State. The Offeror assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

#### **1.21 COSTS OF PROPOSAL PREPARATION**

Costs for developing the proposal are solely the responsibility of the Offeror, whether or not any award results from this solicitation. State of Hawaii will not reimburse such costs.

## SECTION TWO

### **BACKGROUND AND SCOPE OF WORK**

#### **2.1 ABOUT HHFDC**

The Hawaii Housing Finance and Development Corporation (HHFDC) is the primary agency responsible for overseeing affordable housing finance and development in Hawaii. HHFDC is tasked with developing and financing low- and moderate-income housing projects and administering state rental assistance and home ownership programs.

#### **2.2 BACKGROUND**

In 1992, a housing consortium comprised of State and County housing agencies, private developers, and landowners participated in a study to measure statewide housing supply and demand, and to explore ways to address Hawaii's housing problems to ensure that all residents have access to safe, decent, and affordable housing.

The 1992 Housing Policy Study provided statistical information on the statewide housing inventory; information on current housing needs; and created a model to estimate housing supply and demand within specific geographic areas and by income group. The 1992 study was updated in 1997, 2003, 2006, 2011, and 2016. See 2016 *Hawaii Housing Planning Study*.

Participants of the 2019 Hawaii Housing Planning Study (2019 HHPS) include the HHFDC; Homeless Programs Office of the Department of Human Services - Benefits, Employment and Support Services Division; Department of Hawaiian Home Lands; Hawaii Public Housing Authority; Office of Hawaiian Affairs; Office of Housing and Community Development, County of Hawaii; Department of Community Services, City and County of Honolulu; Kauai County Housing Agency, County of Kauai; and Department of Housing and Human Concerns, County of Maui.

#### **2.3 SCOPE OF WORK**

The 2019 HHPS consists of four major tasks: (A) gather and analyze data on the housing market, including housing conditions, demographic and economic characteristics of Hawaii's households, the supply of housing in the short-run and long-run, and demand for housing in the short-run by specific geographic areas, income group, and Native Hawaiian status; (B) project housing need by county and statewide by HUD income groups, elderly households, persons with special housing needs, and Native Hawaiian status; (C) provide an inventory of housing stock by county and statewide, including government-assisted housing and housing units for military personnel on or off military bases; and (D) gather and analyze historic and current information on for-sale and rental housing by county and statewide. Information from the 2019 HHPS must be comparable with the previous studies.

The Contractor shall provide all participants of the 2019 HHPS 1) cleaned, raw data; 2) two (2) bound hard copies of the final report(s); 3) an unbound copy of the final report(s); and 4) files for the final report(s) and data tabulations in Portable Document Format (PDF), MS Word, and Excel, as applicable.

The major tasks are further described below.

See Section 1.1. of this RFP for a glossary of terms used in this Scope of Work.

- A. Gather and analyze data on the housing market, including housing conditions, demographic and economic characteristics of Hawaii's households, the supply of housing in the short-run and long-run, and the demand for housing in the short-run by income group and Native Hawaiian status within the following geographic areas:

City and County of Honolulu

- a. Island of Oahu,
- b. Primary Urban Center,
- c. Central Oahu,
- d. East Honolulu,
- e. Leeward Oahu, and
- f. Windward Oahu.

County of Hawaii

- a. Island of Hawaii,
- b. South Kona to Ka'u (census tracts 212, 213),
- c. Puna (census tracts 210, 211),
- d. North and South Hilo (census tracts 201 – 209, 221),
- e. North Hawaii (Hamakua, North and South Kohala) (census tracts 217-220), and
- f. North Kona (census tracts 214- 216).

County of Maui

- a. County of Maui,
- b. Island of Maui,
- c. Hana,
- d. Makawao-Pukalani-Kula,
- e. Wailuku-Kahului,
- f. Paia-Haiku,
- g. Kihei-Makena,
- h. West Maui,
- i. Island of Molokai, and
- j. Island of Lanai.

County of Kauai (By General Plan Planning Districts)

- a. Island of Kauai,
- b. Waimea-Kekaha,
- c. Hanapepe-Eleele,
- d. Koloa-Poipu-Kalaheo,

- e. Lihue,
- f. East Kauai, and
- g. North Shore.

State of Hawaii

- A.1. Collect and analyze primary and secondary data on housing and household factors including, but not limited to, the following:
- a. Number of housing units
  - b. Changes in housing stock and population
  - c. Housing characteristics (type of structure, number of bedrooms, year built)
  - d. Vacancy rates for ownership and rental units
  - e. Housing costs
  - f. Tenancy (owner vs. renter)
  - g. Housing units not intended for occupancy by Hawaii residents (i.e., vacation rentals, transient accommodations, units occupied by persons with Usual Residence Elsewhere (URE), or second homes)
  - h. Household size
  - i. Household type
  - j. Other household composition (single person, doubling up, multi-generational households, persons with disabilities)
  - k. Householder (race/ethnicity including Native Hawaiian, elder, single parent)
  - l. Housing problems (substandard, with overcrowding, with cost burden or severe cost burden)
  - m. Whether household is receiving government assistance for housing
  - n. Employment status
  - o. Household income as a percentage of the HUD area median income (e.g., 30, 50, 60, 80, 100, 120, 140, 180, >180% AMI). See 2018 Income Guidelines.
  - p. Households at risk of homelessness (which may include those having difficulty in making or keeping up with housing payments and the reasons for such difficulty (i.e., increased housing cost, loss of income, decrease in income, loss of employment, etc.); those within 3 monthly paychecks away from homelessness, and doubled up households).
  - q. Native Hawaiian Beneficiary status (i.e., current HHL lessee, former HHL lessee, currently on HHL waitlist, or never applied for HHL waitlist and reasons why).
  - r. Housing environmental, social, and economic factors related to household and community health (e.g. housing quality; neighborhoods free from segregation and crime; access to parks, sidewalks, medical care, quality schools, healthy foods, etc.)

Note:

The methodology and instrument for collecting **primary data** require the prior approval of HHFDC. Sample sizes for core survey data for each island shall assure a confidence level of 95 percent with a margin of error of plus or minus 5%. The survey sample sizes

for the geographic sub-areas shall be sufficient to produce error estimates at a reasonable level (e.g., plus or minus 5-7 percentage points at the 95 percent confidence level.

The survey sample sizes for the Native Hawaiian status shall be sufficient to produce error estimates at a reasonable level (e.g., plus or minus 5-7 percentage points at the 95 percent confidence level without a Native Hawaiian contact list.

Contractor shall provide written justification for the use of weighted data to achieve a representative sample and shall obtain the HHFDC's prior written approval.

The format of the survey questions relating to at-risk homelessness is subject to the approval of the DHS-BESSD.

The format of the survey questions relating to race and ethnicity is subject to the approval of OHA.

**Secondary data** sources include, but are not limited to, U.S. Census data, HUD eCon Planning Suite, Hawaii Health Surveillance Survey data, Federal Reserve Bank of San Francisco, Department of Business, Economic Development & Tourism, and other relevant data sources.

- A.2. Project housing supply in the short-run (within 2-5 years) and long-run (5-20 years) within specific geographic areas.

Provide information on planned housing production in the short-run and long-run within specific geographic areas, including private and government sponsored or assisted developments. Core information includes, but is not limited to, project name, location, number and type of residential units, proposed sales prices or rents, development timeframe. Sources of information should include the following:

- a. Housing developers, including large residential developers, county planners, and federal, state and county agencies.
- b. County planning and/or building division records to identify planned residential development and approved housing starts.
- c. On the neighbor islands, building division records to identify individual housing starts in residential areas, and separate out housing starts primarily for visitors in Visitor Destination Areas or Visitor Attraction Areas.

- A.3. Estimate effective housing demand in the short-run (within 2- 5 years) by geographic areas. Ascertain plans and ability of households to move from current housing including the following:

- a. Will householder purchase or rent their next home?
- b. About how much householder can afford to pay for total housing expenses each month.

- c. Identify housing preferences - type of dwelling (single family, townhouse, condo, or apartment), size (square footage), number of bedrooms, and number of bathrooms.
- d. Identify the geographic area that householder prefers to live.
- e. If household is moving outside of Hawaii, whether housing is factor.
- f. Willingness to relax housing preferences to obtain adequate housing. Identify what preference householder would relax (e.g., geographic area, housing tenure (rental housing v. for-sale housing), leasehold v. fee simple homeownership, type of housing (e.g., purchase higher density multi-family in town v. single family in outlying area), smaller unit.
- g. If householder plans to purchase their next home, ascertain their financial ability – monthly income, how much money they have for a down payment, the source(s) for the down payment, and whether that amount is adequate.
- h. Identify type of householder (i.e., elderly vs. family).

A.4. Identify and discuss housing supply and demand issues and trends including, but not limited to, the following:

- a. Housing production
- b. Housing preferences
- c. Characteristics of housing units
- d. Housing conditions including housing environmental, social, and economic factors related to household and community health
- e. Disproportionately greater housing needs by members of specific racial or ethnic groups (including Native Hawaiian), household types, or other households
- f. Risk of homelessness
- g. Barriers to affordable housing including, but not limited to government regulations and fees, lack of off-site infrastructure or infrastructure capacity, etc.
- h. Emerging housing issues and trends, including discussion on drivers behind trends
- i. Emerging homeless issues (See also Homeless Point in Time Count Reports for context and analysis.)
- j. Impact of transient accommodations/vacation rentals on the affordable housing market

A.5. Provide data tabulations, for the state, county, geographic areas within each county, Native Hawaiian households, and native Hawaiian Beneficiaries for the following variables:

- a. Housing unit condition
- b. Housing costs for current units
- c. Household composition and crowding
- d. Shelter-to-income ratios
- e. Intention to move
- f. Tenancy preferences



- g. Housing unit preferences for renters and buyers
- h. Preferred locations of new units for renters and buyers
- i. Affordable housing costs for new units
- j. Financial profiles of potential buyers and renters
- k. At risk of homelessness
- l. Native Hawaiian Beneficiary (HHL) status

**A.6. Additive tasks. Obtain information in the following areas:**

- a. Measure (1) transportation costs (i.e., commute time to work or school and monthly cost), and (2) the extent to which households are willing to move from their existing homes to higher density, mixed-income housing or mixed-use residential projects closer to transit stations (existing or planned) in the City and County of Honolulu.

For neighbor island counties, (3) measure households' willingness to move closer (in terms of commute time) to one's place of employment.

- b. Assess willingness to purchase a home with resale restrictions, including buybacks and shared appreciation equity, as a means to obtain affordable homeownership. Also, ascertain the maximum acceptable length of buyback (i.e., 10, 20, or 30 years).
- c. Assess willingness to purchase a home in leasehold ownership under a 65-year lease, 75-year lease, or 99-year lease, or under a sustainable affordable lease in a community land trust, as a means to obtain affordable homeownership.
- d. For Honolulu, assess the relative importance for homebuyers or renters in transit-oriented development areas to have their own parking space; assess trade-offs (e.g., lower mortgage/rent, larger unit, easily accessible ride or bike share, etc.).
- e. Measure the demand for housing from elderly households and the following special needs groups by county: frail elderly; victims of domestic violence; exiting offenders; persons with developmental disabilities, intellectual disabilities, severe mental illness, alcohol or other drug addictions; persons with HIV/AIDS; and youth, including youth exiting foster care.

A.7. **Additive task.** Conduct a survey to ascertain the percentage of Low- and Moderate-Income (LMI) persons that are in the specific Census areas identified in the following table. The methodology for conducting the income survey must follow the guidelines set forth in HUD Notice CPD-14-013.

County	Census Tract	Census Block Group
Hawaii	201.00	1
Hawaii	204.00	1
Hawaii	206.00	1
Hawaii	210.03	1
Hawaii	210.03	1, 3
Hawaii	211.06	
Hawaii	220.00	1
Kauai	403.00	1, 3, 6
Kauai	407.00	5, 6
Maui	301.00	1, 2
Maui	302.00	1, 2, 3
Maui	304.01	2, 3, 4
Maui	305.00	1, 2
Maui	307.02	1, 3
Maui	309.01	1, 2, 3
Maui	309.02	1, 2
Maui	310.00	2, 3
Maui	315.00	2
Maui	317.00	1, 2, 3, 4, 5
Maui	311.01	1, 2
Maui	311.02	3
Maui	311.03	1, 2, 3, 4
Maui	312.00	1, 3
Maui	313.00	1
Maui	307.03	1, 3
Maui	314.00	1, 2, 3
Maui	314.03	1, 2, 3
Maui	316.00	1, 2
Maui	318.00	1, 2

A.8. **Additive task. County of Hawaii.** Ascertain the financial impact to homeowners who will be mandated to convert cesspools to an alternate sewer treatment system (e.g., connection to public sewer system, install on-site septic system). Measure the homeowner's ability to pay approximately \$20,000 for such conversion.

A.9. **Additive task.**

Measure interest in various housing options from Hawaiian Home Land beneficiaries, by calling and obtaining responses from applicants on the wait list provided by DHHL:

- a. Assess the need or desire of applicants on the DHHL wait list for rental housing;
- b. Assess interest from native Hawaiian kupuna (persons age 62 years or older) to move from existing housing to intergenerational rental housing in a multifamily complex on Hawaiian Home Lands; and
- c. Assess the demand for kupuna only housing on Hawaiian home lands.

- B. Estimate the number of housing units that are needed annually by tenure, income group as a percentage of the median income derived from the primary and secondary data, income group as a percentage of the HUD median income, Native Hawaiian status, elderly v. family housing, and special needs group.

Utilize the Department of Business, Economic Development & Tourism's (DBEDT), Research and Economic Analysis Division, April 2015 report titled, "*Measuring Housing Demand in Hawaii, 2015-2025*" as the basis for projecting the demand for housing by income group.

- C. Provide an update and analysis of the housing inventory.

- C.1. Utilize county real property data and other data sources to update housing inventory by tax map zones and geographic areas for each county and statewide. The inventory should include housing units for military personnel on or off military bases.

- a. Type of unit (i.e., single family, condominium, apartment, military, student housing, and cooperative)
- b. Land tenure (leasehold, fee simple)
- c. Ownership
- d. Year built
- e. Bedrooms (studio, 1, 2, 3, 4, >4 bedrooms)
- f. Interior area
- g. Land area
- h. Assessed value
- i. Out-of-state ownership

- C.2. Identify and discuss trends in housing inventory.

- C.3. **Additive task.** By County, compile an inventory of housing for elderly households and the following special needs groups by county and statewide: frail elderly; victims of domestic violence; exiting offenders; persons with

developmental disabilities, disabilities; severe mental illness, alcohol or other drug addictions; persons with HIV/AIDS; and youth (including youth exiting foster care). Cite data sources.

- C.4. **Additive task.** By County, compile an inventory of housing for elderly households and the following special needs groups with Native Hawaiian status by county and statewide: frail elderly; victims of domestic violence; exiting offenders; persons with developmental disabilities, disabilities; severe mental illness, alcohol or other drug addictions; persons with HIV/AIDS; and youth (including youth exiting foster care). Cite data sources.
- C.5. **Additive task.** Develop a database to track the production and inventory of affordable housing units such as correlating residential building permits with certificates of occupancy.
- D. Update and analyze historic and current information on for-sale and rental housing by area, county and statewide.
- D.1. Provide quarterly resale data for geographic areas within each of the counties for single- and multi-family dwellings from January 2015 to June 2018.
- D.2. Provide quarterly rental data from January 2016 to June 2018 by geographic areas within each of the counties, for studio, 1, 2, and 3-bedroom apartments.
- D.3. **Additive task.** For the **County of Maui**, provide the following information regarding out-of-state property owners:
- a. Primary locations with out-of-state owners and number/percentage of out-of-state owners in these locations.
  - b. How units are being utilized (e.g., second home vacant for part of the year; rented for 180+ consecutive days; rented for less than 180 consecutive days)
  - c. The impact of out-of-state ownership on housing prices in these primary locations and island-wide.
- D.4. **Additive task.** HUD publishes Fair Market Rents (FMR) which are primarily used to determine payment standard amounts for the HUD Housing Choice Voucher (HCV) program. The objective of this FMR additive is to conduct a survey to supply data on gross rents paid in the **County of Maui** and **County of Kauai** for standard quality rental housing units. The data must be sufficient for HUD to calculate a 40th and 50th percentile two-bedroom rent. The methodology for the FMR survey shall be approved by HUD. Contractor shall use the survey guidance available at:  
<https://www.huduser.gov/portal/datasets/fmr/NoteRevisedAreaSurveyProcedures.pdf>  
and  
<https://www.huduser.gov/portal/datasets/fmr/PrinciplesforPHA-ConductedAreaRentSurveys.pdf>

## 2.4 PRICING

Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237 and, if applicable, HRS Chapter 238. Offerors are advised that they are liable for the Hawaii General Excise Tax (GET) and the applicable use tax at the current rates. To obtain a Hawaii Taxpayer ID number online, visit: <https://hbe.ehawaii.gov/>. Otherwise, visit the State of Hawaii Department of Taxation FAQs website at <http://tax.hawaii.gov/faq/> to find out more about obtaining a Hawaii Taxpayer ID number for GET and applicable Use tax purposes. If an Offeror is exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax-exempt status and cite the HRS chapter or section allowing the exemption.

The pricing shall be the all-inclusive cost to the State, including labor, materials, supplies, all applicable taxes, such as the State General Excise Tax (GET) and Use Tax, and any other costs incurred to provide the services specified in the RFP. No other costs will be honored.

Offeror shall identify other persons or entities that may participate in funding the housing study.

## 2.5 CONTRACT TERM

The Contract shall be for a period of one (1) year beginning approximately on July 1, 2018 and ending June 30, 2019. Unless terminated, the Contractor and the State may renew the Contract and extend the term for up to two six-month periods, or a portion(s) thereof, without the necessity of re-bidding, upon mutual agreement in writing at least thirty (30) days prior to the expiration of the contract. The contract price or commission paid to the Contractor for the extended period shall remain as specified in the Contractor's proposal, unless price adjustments are provided herein.

The Contract term and any extensions or renewals shall be as specified above. The option to extend the Contract will be at the sole discretion of the HHFDC. Submission of a proposal constitutes acknowledgement of the interested Offeror that the interested Offeror is able and willing to contract for services up to the maximum allowable length of the Contract. If the Successful Offeror is unwilling or unable to fulfill the maximum allowable Contract, the HHFDC reserves the right to assign the costs of re-procurement to any payments owed under the Contract. These costs may include but are not limited to reproduction costs, staff time, and postage.

When interests of the State or the Contractor so require, the State or the Contractor may terminate the contract for convenience by providing six (6) weeks prior written notice to the contracted parties.

**a. Multi-Term Contract Subject to Availability of Funds**

Funds are available for only the initial term of the contract. The contractual obligation of both parties in each fiscal period succeeding the first is subject to the availability of funds. The State shall notify the contractor on a timely basis that funds are, or are not, available for the continuation of the contract for each succeeding fiscal period.

The contract will be cancelled if the funds are not available or otherwise made available to support continuation of performance in any fiscal period succeeding the initial term of the contract. This does not affect either the State's rights or the Contractor's rights under any termination clause of the contract.

In the event of cancellation, as provided in the paragraph above, Contractor will be reimbursed the unamortized, reasonably incurred, nonrecurring costs.

A unit price shall be given for each good or service, and the unit prices shall be the same throughout the contract, except to the extent price adjustment is allowed.

## SECTION THREE

### PROPOSAL REQUIREMENTS AND EVALUATION CRITERIA

Offeror's proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this RFP and specifically the **SCOPE OF WORK** in **Section Two**. When an interested offeror submits a proposal, it shall be considered a complete plan for accomplishing all the work specified in the RFP. The interested offeror's proposal must demonstrate an understanding of and the ability to meet and perform all contractual requirements listed in the RFP. Offeror shall submit a proposal that includes an overall strategy, timeline and plan for accomplishing the work proposed as well as any expected results and potential shortfalls.

Proposals submitted in response to this RFP will be evaluated in accordance with the following Proposal Content and Evaluation Criteria. **INCLUDE A "TABLE OF CONTENTS" AND ORGANIZE YOUR PROPOSAL IN THE FOLLOWING ORDER, AS ADDRESSED IN THIS SECTION:**

- 3.1 Transmittal Letter
- 3.2 Offer Form
- 3.3 Understanding of Scope of Work
- 3.4 Qualification and Experience
- 3.5 Management of Contract (Effectiveness of Work Plan)
- 3.6 Reasonable and Competitive Cost/Price
- 3.7 Pricing
- 3.8 Confidential Information
- 3.9 Exceptions
- 3.10 Additional Information

HHFDC will review all eligible proposals to determine if they meet the minimum qualifications specified in this RFP. Proposals that meet the minimum RFP requirements will be submitted to the HHFDC evaluation committee established for that purpose.

Proposals are considered acceptable for the review process when they are submitted timely, in accordance with the Proposal Due date stated in Section One, as amended by any addenda to this RFP, and when they conform to the proposal requirements specified in this Section Three of the RFP. Proposals which are incomplete and not responsive to required portions of the RFP shall be deemed unacceptable and shall be disqualified from the review process.

The Offeror's proposal will be evaluated for overall best value to the HHFDC and the other participants, represented by the most advantageous offer, price and other factors considered. Selection may not necessarily be the proposal offering the lowest price or receiving the highest technical rating. The evaluation committee reserves the right to determine the best value and what is in the best interest of the HHFDC, the DHS-BESSD, DHHL, HPHA, OHA, and the County housing agencies for the purposes of this RFP.

Evaluation criteria and the associated points are listed below. The award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the HHFDC based on the evaluation criteria listed in this section. The HHFDC reserves the right to reject any or all proposals, waive any informality or technical defect in the proposal, or award the Contract in whole or in part, if deemed to be in the best interest of the HHFDC and the State.

<b>SUMMARY OF PROPOSAL CONTENT AND EVALUATION CRITERIA</b>	
<b>EVALUATION CRITERIA</b>	<b>MAX POINTS PER CRITERION</b>
<input type="checkbox"/> <b>Qualifications and Experience</b>	<b>30 Points</b>
<input type="checkbox"/> <b>Approach and Methodology</b>	<b>25 Points</b>
<input type="checkbox"/> <b>Timeline (Effectiveness of Work Plan)</b>	<b>25 Points</b>
<input type="checkbox"/> <b>Pricing</b>	<b>20 Points</b>
<b>Total Available Points</b>	<b>100 Points</b>
<b>PROPOSAL REQUIREMENTS</b>	
<input type="checkbox"/> <b>Transmittal Letter</b>	<b>Not Scored; mandatory</b>
<input type="checkbox"/> <b>Offer Form OF-1</b>	<b>Not Scored; mandatory</b>
<input type="checkbox"/> <b>Responses to Evaluation Criteria</b>	<b>Scored</b>
<input type="checkbox"/> <b>Confidential Information, if applicable</b>	<b>Not Scored</b>
<input type="checkbox"/> <b>Exceptions, if applicable</b>	<b>Not Scored</b>
<input type="checkbox"/> <b>Additional Information, as required or requested</b>	<b>Not Scored</b>

**3.1 TRANSMITTAL LETTER**  
(Mandatory Requirement)

Provide a one- to two-page transmittal letter that summarizes Offeror’s proposal and confirms that the Offeror shall comply with the requirements, provisions, terms, and conditions specified in this RFP. The transmittal letter should be in the form of a standard cover letter on official business letterhead and signed by an authorized representative of Offeror.

If subcontractors will be used, append a statement to the transmittal letter from each subcontractor signed by an individual authorized to legally bind the subcontractor and stating, in addition to the paragraph above:

1. The general scope of work to be performed by the subcontractor; and
2. The subcontractor's willingness to perform the indicated work for HHFDC in accordance with the RFP.



**3.2 OFFER FORM**

*(Mandatory Requirement)*

Provide a signed Attachment 1, Offer Form OF-1, with the complete name and address of Offeror’s firm and the name, mailing address, telephone number, and fax number of the person the State should contact regarding the Offeror’s proposal.

**3.3 QUALIFICATIONS AND EXPERIENCE (30 points)**

*(Mandatory Requirement)*

Demonstrate that Offeror has substantial prior experience delivering the type of services specified in the Scope of Work. The HHFDC will consider:

1. Evidence of Offeror’s relevant experience in efforts similar to the Scope of Work within the past five (5) years immediately prior to this RFP in areas of (a) market research, including research design, sampling design, questionnaire design, field operations, data processing, data analysis and report preparation, and (b) real estate research and consulting in the State of Hawaii. The Offeror must submit one (1) set of three (3) of its most recent relevant work products in .pdf format. (15 points maximum)

15 points	The Offeror has relevant experience in areas (a) and (b) and has submitted three of its most recent relevant work products in .pdf format.
10 points	The Offeror demonstrates experience in areas (a) and (b) identified, but not within the last 5 years, and has submitted its most recent relevant work products in .pdf format.
5 points	The Offeror demonstrates experience in <u>either</u> (a) or (b) within the last five years, and has submitted its most recent relevant work products in .pdf format.
2 points	The Offeror demonstrates experience in <u>either</u> (a) or (b) but not within the last five years, and has submitted its most recent relevant work products in .pdf format.
0 points	The Offeror demonstrates minimal or no experience in either (a) or (b).

2. Resumes (including educational background, recent experience and specific accomplishments) for key personnel and major subcontractors who will perform work on the contract that clearly demonstrate those individuals or firms have the skills and qualifications to successfully perform the required tasks under the Scope of Work. The percentage of time each individual identified as key personnel will devote to this contract and their specific duties and division of responsibilities will also be considered. Subcontractors who will perform work on the contract must append a statement to the transmittal letter including information specified in 3.1 above and signed by an authorized representative of subcontractor. (5 points maximum)

5 points	Resumes for key personnel and major subcontractors show clear evidence of sufficient skills, abilities, knowledge of, and experience relating to, the delivery of tasks required under the scope of work. Evidence is submitted confirming subcontractors' membership on the Offeror's team. Responsibilities and the percentage of time that each person will devote to the contract are clearly defined.
2 points	Resumes for key personnel and major subcontractors indicate some experience, knowledge and ability to perform and complete the tasks required under the scope of work; clarification is required to understand who will have specific responsibility over certain activities required under the scope of work. Evidence is submitted confirming subcontractors' membership on the Offeror's team.
0 points	Resumes for key personnel and major subcontractors do not evidence ability to perform and complete tasks required under the scope of work. No evidence of subcontractors' membership on Offeror's team is available or submitted.

3. References including contact information (e.g., name, phone number, and e-mail address), the name of the project, and the total dollar value of the contract. (5 points maximum)

5 points	The Offeror provides a list of professional references from at least two projects listed in item 1. above, including contact information.
2 points	The Offeror provides a list of professional references from previous projects, including contact information, not necessarily from projects listed in item 1. above. If the previous project(s) is not submitted in item 1. above, an electronic copy of the relevant work product(s) is submitted.
0 points	The Offeror does not provide a list of professional references.

4. Offeror's flexibility in adjusting the scope of work requirements to meet changing customer needs. (5 points maximum)

5 points	The Offeror attests to its ability to attend meetings with working group, make presentations to decision-makers, and make fine-tune adjustments to methodology in response to needs of the working group or decision-makers.
2 points	The Offeror appears willing but inexperienced in making presentations and fine-tune adjustments in response to need of the working group.
0 points	The Offeror is unwilling to make presentations or meet with working group; appears inflexible in accomplishing the necessary activities.

**3.4 APPROACH AND METHODOLOGY (25 points)**  
(Mandatory Requirement)

Demonstrate that Offeror clearly understands HHFDC's Scope of Work and timeline. Describe how the services Offeror is proposing is responsive to the Scope of Work. Clearly and concisely describe Offeror's work plan, detailing all activities and tasks to be completed, related work assignments and responsibilities, including proposed methodology, sample size and how it was determined. Demonstrate clear lines of authority and accountability and show how they support the effective delivery of the services.

Explain how Offeror's approach is the most advantageous in terms of meeting study goals and objectives, cost effectiveness, and reliability. Describe in a clear and concise manner the research tools, instruments, and/or techniques Offeror will use to obtain, gather, and analyze data. Describe in a clear and concise manner how the final report and study findings will be produced, including statistical tests to be performed on the survey data.

Complete and submit **Exhibit B - Sampling Proposal**.

25 points	The Approach and Methodology is clear, concise, complete, organized and responsive to the Scope of Work, and a team is ready to proceed upon award.
15 points	The Approach and Methodology is adequately responsive to the Scope of Work, but needs some clarification, and/or Offeror must put a team together to proceed with the project.
5 points	The Approach and Methodology is less than adequate, and requires significant clarification.
0 points	The Approach and Methodology is unclear or unorganized and/or unresponsive to the Scope of Work.

**3.5 TIMELINE (EFFECTIVENESS OF WORK PLAN)**  
 (25 points) *(Mandatory Requirement)*

**Clearly demonstrate Offeror’s ability** to execute the Scope of Work in a timely manner by providing a clear, concise, detailed, feasible and sound timeline or schedule of major activities and tasks involved in the study, including dates of implementation and completion. The timeline shall be well defined to ensure that all tasks are thoroughly completed. The timeline must demonstrate Offeror’s ability to organize and successfully complete projects and tasks in a timely manner. (25 points maximum)

25 points	The Timeline demonstrates a reasonable approach to assure that major activities and tasks are in accordance with timeline’s implementation dates and on track for timely completion. The contract manager demonstrates experience in completing successful, on-time projects.
15 points	The Timeline appears feasible, but needs to demonstrate more assurance of timely project completion. The contract manager demonstrates experience in completing successful, on-time projects.
10 points	The Timeline appears feasible, but needs to demonstrate more assurance of a timely project completion. The contract manager has some experience in completing projects on time.
5 points	The Timeline appears reasonable, but lacks clarity. The contract manager demonstrates experience in completing successful, on-time projects.
0 points	The Timeline appears unrealistic and/or the contract manager lacks experience.

**3.6 PRICING (20 points)**  
*(Mandatory Requirement)*

Complete Exhibit C, Cost Breakdown, and enter the TOTAL CONTRACT COST from Exhibit C onto Attachment 2, Offer Form OF-2. Attach Exhibit C to Attachment 2, Offer Form OF-2, and include both forms with the proposal. The price listed on the Offer Form OF-2 shall represent the total contract cost for accomplishing the development and delivery of all goods and services specified in this RFP.

If applicable, identify other funding sources for this housing study.

The Offeror submitting the lowest cost proposal will automatically receive the maximum number of points for the Pricing criteria and every other Offeror will be scored in relation to the lowest cost proposal, as follows:

$$\text{Offeror Points} = \frac{(\text{Lowest Cost Proposal} \times \text{Maximum Points})}{\text{Offeror Cost Proposal}}$$

**3.7 CONFIDENTIAL INFORMATION**  
(Proposal Requirement, *if applicable*)

Confidential information shall be submitted in accordance with Section 1.14.

**3.8 EXCEPTIONS**  
(Proposal Requirement, *if applicable*)

Offeror shall list any exceptions taken to the terms, conditions, specifications, or other requirements listed herein. Offeror shall reference the RFP section where exception is taken, describe the exception taken, and provide a proposed alternative, if any.

Offeror initially should seek an informal resolution of any exceptions taken by notifying the RFP Contact in writing prior to the Deadline for Questions and Clarifications. Offeror's notice shall reference the RFP section where exception is taken, describe the exception taken, and provide a proposed alternative, if any. If Offeror's exception has not been resolved by the date on which proposals are due, Offeror shall include said exception in its proposal in accordance with the aforementioned provision.

**3.9 STATE'S RIGHT TO INVESTIGATE AND REJECT**

The State may make such investigations as deemed necessary to determine the Offeror's ability to provide the supplies and/or perform the services specified. The State reserves the right to reject a proposal if the information submitted by, or investigation of, the Offeror fails to satisfy the State's determination that the Offeror is properly qualified and/or capable to perform the obligations of the contract. This includes the State's ability to reject the proposal based on negative references.

## SECTION FOUR

### PROPOSAL FORMAT AND SUBMISSION

#### 4.1 PROPOSAL FORMAT

Guidelines for formatting proposals:

- a. Proposal includes a one-page transmittal letter as the first page of the proposal.
- b. Proposal includes the Offer Form in Attachment 1 as the second page of the proposal.
- c. Proposal includes all content specified in Section Three in the order presented therein, including a timeline, Exhibit B – Sampling Proposal, and Exhibit C – Cost Breakdown.
- d. Proposal is double-sided when possible. A double-sided sheet is considered equal to two pages.
- e. Proposal is prepared simply and economically, and is comprised of recyclable and recycled materials. Proposal is stapled rather than bound.
- f. There is no page limit restriction on proposals.

Please do not include sales or promotional materials as part of the proposal unless requested.

**Economy of Presentation.** Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate for the purpose. Emphasis will be on completeness and clarity and content. If any additional information is required by the State regarding any aspects of the Offeror's proposal, it shall be provided within five (5) working days.

#### 4.2 PROPOSAL SUBMISSION

All proposals submitted in response to this RFP are subject to the terms and requirements of this RFP. All matters not specifically addressed in this RFP, or a subsequent contract entered into as a result of this RFP, will be governed by the Hawaii Administrative Rules as well as applicable Hawaii Revised Statutes and other rules pertaining to procurement and contracting. Provide **one (1) original hardcopy marked "ORIGINAL" and twelve (12) copies marked "COPY" along with one (1) electronic CD or USB drive of Offer's proposal** in a sealed envelope or box to:

Janice Takahashi, Chief Planner  
Request for Proposals No. 18-017-PEO  
Hawaii Housing Finance and Development Corporation  
677 Queen Street, Suite 300  
Honolulu, Hawaii 96813

It is imperative to note that the Offeror must submit only one original and the required number of copies and electronic CD or USB drive of Offeror's proposal. DO NOT SUBMIT MORE THAN ONE ORIGINAL.

The sealed envelope or box containing proposals will have the following information provided on the outside of the package:

- a. RFP title
- b. RFP number
- c. Offeror name
- d. Offeror address

It is the Offeror's sole responsibility to ensure that its proposal is delivered and date/time-stamped at the location above prior to the Proposal Due date in Section One, as amended. Proposals not date/time-stamped at the location above by the Proposal Due date will be considered late and shall not be considered for award.

Proposal forms referenced in the RFP are included in Section Seven. Thoroughly complete and sign all forms that must be submitted with the proposal. Proposals must conform to the Proposal Requirements and Evaluation Criteria described in Section Three, as amended.

Proposals which are incomplete and not responsive to required portions of the RFP may be deemed unacceptable. Unacceptable proposals shall not be considered for award.

Proposals shall be submitted using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and indicate exact legal name in the appropriate spaces on Offer Form page OF-1. Failure to do so may delay proper execution of the contract. See Attachment 1.

The authorized signature on the first page of the Offer Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

A proposal security is NOT required for this RFP.

Offeror is encouraged to submit typewritten offers. If handwritten, it should be clearly printed. Offeror is cautioned that illegible offers of any item(s) may be automatically rejected to avoid any errors in interpretation by the reviewers during the evaluation process.

## SECTION FIVE

### SELECTION AND AWARD

#### 5.1 SELECTION

- a. The RFP is issued pursuant to Subchapter 6 of HAR Chapter 3-122, implementing HRS Section 103D-303.
- b. The procurement process begins with the issuance of the RFP and the formal response to any written questions or inquiries regarding the RFP. Changes to the RFP will be made only by Addendum.
- c. **Modification Prior to Submittal Deadline or Withdrawal of Offers.**
  1. The Offeror may modify or withdraw a proposal before the proposal due date and time.
  2. Any change, addition, deletion of attachment(s) or data entry of an Offer may be made prior to the deadline for submittal of offers.
- d. Proposals shall not be opened publicly, but shall be opened in the presence of at least two (2) government officials. The register of proposals and Offerors' proposals shall be open to public inspection after posting of the award.

All proposals and other material submitted by Offerors become the property of the State and may be returned only at the State's option.

- e. The Procurement Officer, or an evaluation committee selected by the Procurement Officer, shall evaluate the proposals in accordance with the evaluation criteria in Section Three. The proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable.
- f. Proposals may be accepted on evaluation without discussion. However, if discussions are deemed necessary by HHFDC, then prior to entering into discussions, a "priority list" of responsible Offerors submitting acceptable and potentially acceptable proposals shall be generated. The priority list may be limited to a minimum of three (3) responsible Offerors who submitted the highest-ranked proposals. The objective of these discussions is to clarify issues regarding the Offeror's proposal.
- g. If, during discussions, there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate such clarification or change. Addenda to the RFP shall be distributed only to priority listed Offerors who submit acceptable or potentially acceptable proposals.



- h. Following any discussions, priority-listed offerors may be invited to submit a best and final offer (BAFO), if necessary. The Procurement Officer or the appointed evaluation committee reserves the right to have additional rounds of discussions with the top three (3) priority-listed offerors prior to the submission of the BAFO.
- i. The date and time for Offerors to submit their BAFO, if necessary, is indicated in the RFP Schedule in Section One. This date is an estimate only. If Offeror does not submit a notice of withdrawal or a BAFO by the date indicated in the request for BAFO, the Offeror's immediate previous offer shall be construed as its BAFO.
- j. **Mistakes in Proposals.**
  - 1. Mistakes shall not be corrected after award of contract.
  - 2. When the Procurement Officer knows or has reason to conclude before award that a mistake has been made, the Procurement Officer should request the offeror to confirm the proposal. If the Offeror alleges mistake, the proposal may be corrected or withdrawn pursuant to this section.
  - 3. 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.
  - 4. 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 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 price, quality, or quantity. If discussions are not held or if 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 price, quality or quantity.

## 5.2 AWARD

- a. After receipt and evaluation of the BAFOs in accordance with the evaluation criteria in Section Three, the Procurement Officer or an evaluation committee will make its recommendation. The Procurement Officer will award the contract to the Offeror whose proposal is determined to be the most advantageous to the State taking into consideration price and the evaluation factors set forth in Section Three.
- b. The contents of any proposal shall not be disclosed during the review, evaluation, discussion, or negotiation process. Once the award notice is posted, all proposals, successful and unsuccessful, become available for public inspection. Those sections that the Offeror and the State agree are confidential and/or proprietary in accordance with all applicable laws should be identified by the Offerors and shall be excluded from access.
- c. The Procurement Officer or an evaluation committee reserves the right to determine what is in the best interest of the State for purposes of reviewing and evaluating proposals submitted in response to the RFP. The Procurement Officer or an evaluation committee will conduct a comprehensive, fair and impartial evaluation of proposals received in response to the RFP.
- d. **Method of Award.** The award will be made to the responsive, responsible Offeror whose proposal is determined to be the most advantageous to the State based on the evaluation criteria. Award(s), if any, resulting from this solicitation shall be posted to the State Procurement Office (SPO) website at <http://hawaii.gov/spo>.

A protest of an award or proposed award pursuant to §103D-302 or §103D-303, HRS, shall be submitted in writing to the Executive Director, within five (5) working days after the posting of the award of the Contract or, if requested, within five (5) working days after the debriefing is completed.

- e. **Responsibility of Highest-Scoring Responsive Offeror.** Pursuant to HRS Chapter 103D-310(c), all offerors, upon award of contract, shall comply with all laws governing entities doing business in the State, including, but not limited to:
  - 1) Chapter 237, tax clearance;
  - 2) Chapter 383, unemployment insurance;
  - 3) Chapter 386, workers' compensation;
  - 4) Chapter 392, temporary disability insurance; and
  - 5) Chapter 393, prepaid health care.

Offerors shall produce documents to the procuring officer to demonstrate compliance with this subsection. Any Offeror making a false affirmation or certification under this subsection shall be suspended from further offerings or awards pursuant to section 103D-702. The procuring officer shall verify compliance with this subsection for all contracts awarded pursuant to sections 103D-302, 103D-303, 103D-304, and

103D-306, and for contracts and procurements of \$2,500 or more awarded pursuant to section 103D-305.

Hawaii Compliance Express. Hawaii Compliance Express (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.

Offerors are strongly encouraged to register with HCE at <https://vendors.ehawaii.gov> prior to submitting an offer. The annual registration fee is \$12.00 and the 'Certificate of Vendor Compliance' issued by HCE is accepted as proof of compliance for award, execution of the contract, and final payment.

Timely Registration on HCE. Offerors are advised to register on HCE soon as possible to ensure proof of compliance is available at the time of award.

## **SECTION SIX**

### **SPECIAL PROVISIONS**

#### **6.1 CONTRACT DOCUMENTS**

The Successful Offeror shall be required to enter into a formal written agreement with the HHFDC, in the form of a Contract for Goods and Services Based on Competitive Sealed Proposals, prior to commencement of the services, in accordance with the laws, rules and regulations of the State of Hawaii. See Exhibit A. The RFP, any addenda issued, and the Contractor's proposal shall become a part of the contract. All proposals shall become the property of the State of Hawaii. HHFDC reserves the right to add or modify any Contract term or condition prior to execution of the Contract.

Following award of the Contract, and within ten (10) days after the prescribed forms are presented to the Successful Offeror for signature, unless otherwise specified by HHFDC, the Offeror shall execute and deliver to the HHFDC a Contract in the form required by HHFDC and in such number of counterparts as may be required by HHFDC.

#### **6.2 ORDER OF PRECEDENCE**

All services provided by Contractor under the Contract resulting from this RFP shall be in accordance with the documents listed below in descending order of precedence. A conflict in these documents shall be resolved in the priority listed below with the General Conditions to the Contract taking precedence over all other documents.

- a. The Contract for Goods or Services Based Upon Request for Competitive Sealed Proposals, including the General Conditions to the Contract and all attachments, exhibits, and supplemental documents included in the Contract. See the sample contract in Exhibit A;
- b. RFP No 18-017-PEO, including all attachments, exhibits, and supplemental documents included herein; and
- c. Contractor's accepted proposal.

#### **6.3 INSURANCE REQUIREMENTS**

Within fifteen days after award of this Contract and prior to the execution of the Contract, unless otherwise specified by HHFDC, the Successful Offeror shall furnish the Procurement Officer certificate(s) of insurance as evidence of the existence of the insurance coverage specified below, in amounts not less than the amounts specified therein. Contractor shall acquire and maintain the insurance coverage specified below, in amounts not less than the amounts specified, for the entire performance period of the Contract, at the Contractor's own expense.

Contractor shall defend, indemnify, and hold harmless the HHFDC, the State of Hawaii and its departments, boards, and agencies, and all their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the Contractor or the Contractor's officers, employees, agents or subcontractors.

a. Workers' Compensation

Contractor shall carry Workers' Compensation insurance in such form and amount to satisfy the applicable state Workers' Compensation Law. Workers' Compensation must be issued by an admitted carrier authorized to do business in the State of Hawaii. Workers' Compensation insurance premium expense for the Project personnel may be reimbursed by the HHFDC upon review and approval.

b. Liability Insurance

The Contractor shall maintain the following minimum insurance limits and coverage, at no cost or expense to the State:

Coverage	Limits
Commercial General Liability	\$2,000,000 single limits per occurrence for bodily injury and personal property damage
Professional Liability (Errors & Omissions)	\$1,000,000.00 per occurrence \$2,000,000.00 annual aggregate
Automobile Insurance	Bodily injury liability limits of \$1,000,000.00 each person and \$1,000,000.00 per accident and property damage liability limits of \$1,000,000.00 per accident or \$1,000,000.00 combined single limit

A certificate of insurance evidencing the required insurance coverage and amounts shall be submitted to HHFDC prior to commencement of services. **The State of Hawaii and HHFDC shall each be named as additional insured on the certificate.**

The Contractor shall provide immediate written notice to the contract administrator should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration. Furthermore, each insurance policy required by the Contract shall contain the following clauses:

1. "The State of Hawaii and HHFDC is added as an additional insured with respect to operations performed for the State of Hawaii."

2. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, 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 all Supplemental Contracts.

During the entire term of this Contract, the Contractor agrees to deposit with the HHFDC certificate(s) of insurance necessary to satisfy the HHFDC that the insurance provisions of this Contract are being complied with and to keep such insurance in effect and the current certificate(s) therefore on deposit with the HHFDC. Upon request of the HHFDC, the Contractor shall be responsible for furnishing a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this Contract, entitling the HHFDC to exercise any or all of the remedies provided in this Contract for default of the Contractor.

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

#### **6.4 COST OR PRICING DATA**

Cost or pricing data must be submitted to the Agency procurement officer and timely certified as accurate for contracts over \$100,000 unless the contract is for a multiple-term or as otherwise specified by the Agency procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for contracts awarded pursuant to competitive sealed bid procedures.

If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the STATE is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.

Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the STATE may require an audit of cost or pricing data.

#### **6.5 CONTRACT ADMINISTRATOR**

For the purposes of this contract, an authorized representative of the Planning and Evaluation Office of the HHFDC shall be designated the Contract Administrator.

The HHFDC reserves the right to change the designated Contract Administrator. Any changes to the Contract Administrator shall be provided in writing to the Contractor. Once the Contractor has assumed management responsibilities for the contract, all communications regarding approvals, reports, requests, and any other contractual item will be directed to the Contract Administrator.

#### **6.6 CONTRACT MODIFICATIONS - UNANTICIPATED AMENDMENTS**

During the course of this contract, the Contractor may be required to perform additional work that will be within the general scope of the initial contract. When additional work is required, the Contract Administrator 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.

Changes to the contract may be modified only by written agreement signed by the HHFDC and Contractor representative authorized to sign contracts on behalf of the Contractor.

The Contractor will not commence additional work until a supplemental agreement has been fully executed.

#### **6.7 ADDITION OR MODIFICATION OF TERMS AND CONDITIONS**

The State and HHFDC reserve the right to add or modify terms and conditions of the Contract. These additional or modified terms and conditions will be within the scope of the RFP.

#### **6.8 CONTRACT PERFORMANCE**

No work is to be undertaken by the Contractor prior to the commencement date. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official starting date.

If an option to extend is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract for the additional extension period. The Contractor or the State may terminate the extended contract at any time without cause upon six (6) weeks prior written notice.

No performance or payment bond is required for this contract.

#### **6.9 PAYMENT**

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

**6.10 SUBCONTRACTING**

No work or services shall be subcontracted or assigned without the prior written approval of the State. No subcontract shall under any circumstances relieve the Contractor of his/her obligations and liability under this contract with the State.

**6.11 CONTRACT INVALIDATION**

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

**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 CONFLICTS OF INTEREST**

The Contractor represents that neither the Contractor, nor any employee or agent of the Contractor, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the Contractor's performance of this contract.

**6.14 WAIVER**

The failure of the State to insist upon the strict compliance with any term, provision or condition of this contract shall not constitute or be deemed to constitute a waiver or relinquishment of the State's right to enforce the same in accordance with this contract.

**6.15 SEVERABILITY**

In the event that any provision of this contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this contract.



**6.16 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS**

It has been determined that funds for this contract have been appropriated by a legislative body.

Therefore, Offeror, if awarded a contract in response to this solicitation, agrees to comply with HRS 11-355, which states that campaign contributions are prohibited from a State and county government contractor during the term of the contract if the contractor is paid with funds appropriated by a legislative body.

**6.17 COMPLIANCE WITH APPLICABLE LAWS**

Contractor must comply with all applicable local, state, and federal laws, rules, and regulations.

## **SECTION SEVEN**

### **ATTACHMENTS AND EXHIBITS**

Attachment 1: OFFER FORM, OF-1

Attachment 2: OFFER FORM, OF-2

Exhibit A: Contract Form and AG General Conditions

Exhibit B: Sampling Proposal

Exhibit C: Cost Breakdown

**OFFER FORM  
OF-1**

**2019 HAWAII HOUSING POLICY STUDY  
STATE OF HAWAII  
DEPARTMENT OF BUSINESS, ECONOMIC DEVELOPMENT AND TOURISM  
HAWAII HOUSING FINANCE AND DEVELOPMENT CORPORATION  
RFP No. 18-017-PEO**

Procurement Officer  
Hawaii Housing Finance and Development Corporation  
677 Queen Street, Suite 300  
Honolulu, Hawaii 96813

Dear Sir or Madam:

The undersigned has carefully read and understands the terms and conditions specified in this Request for Proposals, including all attachments, exhibits, and addenda, and in the General Conditions, attached in Exhibit A and made a part of the Contract; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, the undersigned:

- 1) is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts;
- 2) is certifying that the price(s) submitted was (were) independently arrived at without collusion;
- 3) is certifying that Offeror 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, including gender identity and expression, marital status, handicap, human immunodeficiency virus infection, 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;
- 4) acknowledges and agrees that Offeror shall comply with HRS Section 11-355, which states that campaign contributions are prohibited from a State and county government contractor during the term of the contract if the contractor is paid with funds appropriated by a legislative body; and
- 5) acknowledges and agrees that Offeror shall comply with all the requirements, provisions, terms, and conditions specified in this RFP.

Offeror is:

Sole Proprietor     Partnership     \*Corporation     Joint Venture  
 Other: \_\_\_\_\_

\*State of incorporation: \_\_\_\_\_

Hawaii General Excise Tax License I.D. No. \_\_\_\_\_ Federal Tax I.D. No. \_\_\_\_\_

Payment address (if other than street address below): \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_

Business address (street address): \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_

Respectfully submitted:

Date: \_\_\_\_\_ (x) \_\_\_\_\_  
Authorized (Original) Signature

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ Name and Title (Please Type or Print)

E-mail Address: \_\_\_\_\_  
**\*\* Exact Legal Name of Company (Offeror)**

\*\*If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed: \_\_\_\_\_

**OFFER FORM  
OF-2**

Total contract cost for accomplishing the development and delivery of the services.

\$ \_\_\_\_\_

**Note: Pricing shall include labor, materials, supplies, all applicable taxes, and any other costs incurred to provide the specified services.**

\_\_\_\_\_  
Offeror Name



