



Hawaii Public Housing Authority  
State of Hawaii

RFP ITO-2015-05

## Request for Proposals for Website Redesign Services for the Hawaii Public Housing Authority

*Note: If this Request for Proposals (RFP) was downloaded from the Hawaii Public Housing Authority or the State Procurement Office website, interested offeror must provide the necessary contact information to the RFP Coordinator to be notified of changes and to ensure receipt of all applicable RFP information. Interested offerors are advised to complete the Registration Form, email, fax or mail the Registration Form to the RFP Coordinator. The HPHA shall not be responsible for any missing addenda, clarifications, or other pertinent RFP information not received by the interested offeror.*

Issued December 11, 2015



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

REQUEST FOR PROPOSALS (RFP) No. RFP ITO-2015-05

Notice is hereby given that pursuant to Chapter 103D, Hawaii Revised Statutes (“HRS”), the Hawaii Public Housing Authority (“HPHA”), will be accepting proposals from qualified firms or individuals to furnish **Website Redesign Services for the Hawaii Public Housing Authority**.

The Request for Proposals may be picked up at the HPHA Contract and Procurement Office located at 1002 North School Street, Building D, Honolulu, Hawaii 96817 or downloaded at the HPHA website at: [www.hpha.hawaii.gov](http://www.hpha.hawaii.gov) beginning Friday, December 11, 2015. Offerors should have experience in developing state of the art, interactive websites.

The HPHA Contract and Procurement Office will conduct a Pre-Proposal Conference at 9:00 a.m. Hawaii Standard Time (HST) at the HPHA Building B Conference Room, 1002 North School Street, Honolulu, Hawaii 96817 on Friday, December 18, 2015. The HPHA strongly recommends that all interested offerors attend. For those interested in attending via conference call, please contact the RFP Coordinator listed below not later than 4:00 p.m. HST, Thursday, December 17, 2015.

Submission of sealed proposals shall be received at the HPHA Central Files Office at 1002 N. School Street, Building D, Honolulu, Hawaii 96817 until 4:00 p.m. HST on Thursday, January 21, 2016. Electronic mail and facsimile transmissions **shall not** be accepted. The proposal receipt time shall be the time stamped in at the HPHA Central Files Office. Deliveries by private mail services, such as Federal Express, shall be considered hand deliveries. All mail-in submittals delivered/postmarked by the United States Postal Service **must be received** by the HPHA Central Files Office (i.e. not just postmarked) not later than 4:00 p.m. HST on Thursday, January 21, 2016.

The HPHA reserves the right to reject any and all proposals and to accept the proposals in whole or part in the best interest of the State. Questions relating to this solicitation shall be directed to RFP Coordinator, Ms. Tammie Wong at (808) 832-6090.

HAWAII PUBLIC HOUSING AUTHORITY

Hakim Ouansafi  
Executive Director



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## **Section 1 Administrative Overview**

### **I. Authority**

The Hawaii State Legislature established the HPHA under chapter 356D, Hawaii Revised Statutes (HRS). The HPHA provides low income housing and is attached to the Department of Human Services for administrative purposes only. The HPHA is a public body and a body corporate and politic of the State of Hawaii. The HPHA's role is to address the housing needs of low income families in Hawaii.

This RFP is issued under the provisions of chapter 103D, HRS. Offerors are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a proposal by any offeror shall constitute admission of such knowledge on the part of such offeror.

### **II. RFP Organization**

This RFP is organized into five (5) sections:

- Section 1     Administrative Overview – Provides interested offerors with an overview of the procurement and contracting process.
- Section 2     Scope of Services and Specifications – Provides interested offerors with a general description of the tasks to be performed, delineates offeror's responsibilities, and defines deliverables as applicable.
- Section 3     Proposal Form and Instructions – Describes the required format and content for the submittal.
- Section 4     Proposal Evaluation & Award– Describes how proposals will be evaluated.
- Section 5     Attachments

### **III. Contracting Office**

The Contracting Office is responsible for overseeing the procurement and issuing the Contract resulting from this RFP. The Contracting Office is:

Hawaii Public Housing Authority  
Contract and Procurement Office  
1002 North School Street, Bldg. D  
Honolulu, Hawaii 96817  
Telephone: (808) 832-6038

The RFP Coordinator or his/her designated representative is listed below:

Ms. Tammie Wong  
Hawaii Public Housing Authority  
Contract and Procurement Office  
1002 North School Street, Bldg. D  
Honolulu, Hawaii 96817  
Telephone: (808) 832-6090  
Email: tammie.y.wong@hawaii.gov  
Fax: (808) 832-6039

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

The Information and Technology Office is the office responsible for administering and monitoring the Contract. The designated Contract Administrator or his/her designated representative is responsible for monitoring the activities performed under the Contract and is listed as follows:

Mr. Rick T. Sogawa  
Hawaii Public Housing Authority  
Contract and Procurement Office  
1002 North School Street, Bldg. D  
Honolulu, Hawaii 96817  
Telephone: (808) 832-6038

Any changes to the Contract Administrator or his/her designated representative shall be provided in writing to the Successful Offeror. The HPHA reserves the right to change the Contract Administrator. Once the Successful Offeror has received the Notice to Proceed, all communications regarding approvals, reports, and requests will be directed to the Contract Administrator.

#### IV. Procurement Timeline

<u>Activity</u>	<u>Scheduled Dates</u>
Public Notice Announcing RFP	Dec. 11, 2015
Distribution of Specifications	Dec. 11, 2015
Pre-Proposal Conference	Dec. 18, 2015
Deadline to Submit Written Inquires	Dec. 21, 2015
State Response to Written Inquires	Dec. 28, 2015
Proposal Submittal Deadline	<b>Jan. 21, 2016 4:00pm HST</b>
Proposal Review	January/February 2016
Best and Final Offer	February 2016
Notice of Award	March 2016
Contract Execution	March 2016
Start of Services	April 1, 2016 or upon Notice to Proceed

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

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

The HPHA Contract and Procurement Office will conduct a Pre-Proposal Conference at 9:00 a.m. Hawaii Standard Time (HST) at the HPHA Building B Conference Room , 1002 North School Street, Honolulu, Hawaii 96817 on Friday, December 18, 2015. The HPHA strongly recommends that all interested offerors attend. For those interested in attending via conference call, please contact the RFP Coordinator listed above not later than 4:00 p.m. HST, Thursday, December 17, 2015.

Impromptu questions will be permitted at the Pre-Proposal Conference and verbal answers will be provided. Verbal answers provided by the HPHA are not binding and only intended for general direction purposes. Formal written responses to substantive questions will be provided in writing to each registered interested offeror as set forth in Section VII herein below not later than Monday, December 28, 2015. All changes to the RFP will be issued as an addendum to the RFP.

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

Interested offerors may submit written questions to the RFP Coordinator identified in Section 1 of this RFP. The deadline for submission of written questions is Monday, December 21, 2015 4:30 p.m. HST. All written questions will receive a written response from the HPHA. The HPHA does not guarantee receipt of questions submitted via electronic mail. The HPHA's responses to written questions will be sent not later than Monday, December 28, 2015. Written questions may be hand-delivered or submitted by facsimile, electronic mail, or U.S. postal service.

## **VII. Submission of Sealed Proposals**

- A. Forms/Formats.** Proposals must be submitted following the format as prescribed in in Section 3 – Proposal Form and Instructions of the RFP.
- B. Proposal Submittal.** Proposals must be received by the due date and time as specified in this RFP. Any proposal received after the due date and time shall be rejected. **Electronic submissions such as electronic mail and facsimile transmissions shall not be accepted.**

Requests for clarification and/or best and final offer shall be submitted in a manner as requested by the HPHA.

The register of proposals and proposals shall be made available for public inspection after the award of the Contract. All proposals shall become the property of the HPHA. The Successful Offeror's proposal shall be incorporated in the resulting Contract by reference.

**C. Pre-opening Modification.** Proposals may be modified prior to the proposal deadline with the following documents in accordance with section 3-122-16.07, Hawaii Administrative Rules ("HAR"):

1. A written notice accompanying the actual modification received in the HPHA Contract and Procurement Office stating that a modification to the proposal is submitted.
2. A facsimile or electronic written notice submitted either by facsimile machine or electronic mail to the RFP Coordinator. Offeror shall submit the original signed written notice and modification to the HPHA, Contract and Procurement Office within two (2) working days of receipt of the facsimile or the electronic transmittal. If the written notice is submitted less than two (2) working days prior to the established due date and time of the proposal deadline, the offeror shall submit the original signed written notice and the modification to the HPHA Contract and Procurement Office, 1002 North School Street, Bldg. D, Honolulu, Hawaii 96817 and time stamped by the HPHA.

All request for modifications shall be sealed, the envelope or package shall be clearly identified as a modification to the proposal submission with reference to this RFP (RFP No. ITO-2015-05), accompanied by the actual modifications to the proposal signed by an authorized representative, and must be received by the HPHA not later than 4:00 p.m. HST on Thursday, January 21, 2016.

**D. Wages and Labor Law Compliance.** Prior to entering into a Contract in excess of \$25,000, a Successful Offeror shall certify that it complies with section 103-55, HRS, Wages, hours, and working conditions of employees of contractors performing services. Section 103-55, HRS provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Offerors are further advised that in the event of an increase in wages for public employees performing similar work during the period of the Contract, the Successful Offeror shall be obligated to provide wages not less than those increased wages.

Offerors **must** complete and submit the attached Wage Certification certifying that the services required will be performed pursuant to section 103-55, HRS. See Attachment 1.

The Successful Offeror shall be further obligated to notify his employees performing work under the resulting Contract of the provisions of section 103-55, HRS, and current wage rates for public employees performing similar work. The Successful Offeror may meet this obligation by posting a notice to this effect at the Successful Offeror's place of business in an area accessible to all employees.

Offerors are strongly encouraged to account for salary increases as posted by the State Department of Human Resources Development. The HPHA will not consider requests for increases as a result of wage increases to public officers and employees during the initial contract period or any option period(s) for wages that are published as of the proposal due date. It is the sole responsibility of the Successful Offeror to comply with section 103-55, HRS.

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

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

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

Information shall be deemed confidential only as permitted by law.

- F. Proposal submission.** Proposals shall be submitted to the following address:

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

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

Discussions with the RFP Coordinator may be conducted with offerors to promote understanding of the HPHA requirements. Offerors may not contact any HPHA Board of Directors, Executive Office staff, and other HPHA staff other than the RFP Coordinator.

## **IX. Opening of Proposals**

All proposal submissions shall be date and time stamped by the HPHA upon receipt of the proposal submittals at the designated HPHA location. Proposal submissions include proposals, modifications to proposals, and withdrawals of proposals. All documents so received shall be held in a secure place by the HPHA and shall not be examined for evaluation purposes until the proposal submittal deadline. Procurement files, to include all submitted proposals, shall be made available for public inspection after a contract has been awarded and executed by all parties. Sealed proposals shall not be opened at a public proposal opening.

## **X. Additional Materials and Documentation**

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

## **XI. RFP Amendments**

The HPHA reserves the right to amend this RFP at any time prior to the closing date for the final revised proposals or as allowed under chapter 3-122, HAR. Interested offerors registered with the HPHA using the RFP Registration Form will be notified of all amendments through written communication which may include electronic mail, facsimile, or USPS mail.

## **XII. Additional Terms and Conditions**

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

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

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

#### **XIV. Costs for Proposal Preparation**

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

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

#### **XV. Mistakes in Proposals**

While offerors are bound by their proposal, circumstances may arise where a correction or withdrawal of proposal is proper. An obvious mistake in a proposal may be corrected or withdrawn, or waived by the HPHA to the extent that it is not contrary to the best interest of the HPHA or to the fair treatment of other offerors. Mistakes in proposals shall be handled as provided for pursuant to chapter 3-122, Hawaii Administrative Rules (HAR).

#### **XVI. Rejection of Proposals**

The HPHA reserves the right to consider as acceptable only those proposals received in accordance with the requirements set forth in this RFP and which demonstrate an understanding of the specifications. Proposals may be rejected without further notice if it is determined to offer a set of terms or conditions that are contradictory to the minimum requirements included in this RFP. The HPHA reserves the right to reject any and all submittals and to accept the submittals in whole or part in the best interest of the State.

#### **XVII. Withdrawal of Proposals**

Proposals may be withdrawn upon written or facsimile request and should be received prior to 4:00 p.m. HST, Thursday, January 21, 2016. Late requests for withdrawal may not be accepted. Negligence on the part of the offeror in preparing its proposal confers no right of withdrawal or modification of its proposal after the due date and time.

#### **XVIII. Best Available Data**

All information contained in this RFP is the best data available to the HPHA at the time the RFP was prepared. The information given in the RFP is not intended as representations having binding legal effect. This information is furnished for the convenience of offerors and the HPHA assumes no liability for any errors or omissions.

**XIX. Notice of Award**

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

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

The Successful Offer receiving an award shall be required to enter into a formal written Contract with the HPHA. See Attachments 4 through 10.

**XX. Protests**

An actual or prospective offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. An actual or prospective offeror may protest the solicitation or award of services only for a serious violation of procurement policies and operational procedures.

The Notice of Protest shall be mailed by USPS or hand delivered to the head of the State Contracting Office conducting the protested procurement and the Procurement Officer who is conducting the procurement, as indicated below, within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) days after the posting of award of the contract. Delivery services other than USPS shall be considered hand deliveries and considered submitted on the date of actual receipt by the State Contracting Office. Any notice of award letter(s), resulting from this solicitation shall be posted on the Procurement Reporting System on the State Procurement Office website at <http://www.hawaii.gov/spo2/source/>.

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

**XXI. Availability of Funds**

The award of a Contract and any allowed renewal or extension thereof, are subject to allotments made by the Director of Finance, State of Hawaii, pursuant to Chapter 37, HRS, and subject to the availability and allotment of State and/or Federal funds.

**XXII. Monitoring and Evaluation**

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

Failure to comply with all material terms of the Contract may be cause for suspension or termination, as provided in the General Conditions. The Successful Offeror may be required to submit additional written reports, including a corrective action plan, in response to monitoring conducted by the HPHA. These additional reports shall not be considered a change to the scope of work and shall continue for the duration of time as deemed necessary by the HPHA.

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

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

(END OF SECTION)

## **Section 2 Scope of Services**

### **I. INTRODUCTION**

#### **A. Purpose**

The Hawaii Public Housing Authority (HPHA) is seeking to partner with an experienced website designer to redesign the current HPHA website with multilingual capabilities and features meeting Federal Americans with Disabilities Act (ADA) requirements.

#### **B. Funding Source**

Funds are subject to appropriation by the State Director of Finance and/or U.S. Congress and allocation by the Governor, State Legislature and/or the U.S. Department of Housing and Urban Development (HUD). Funding and period of availability may change upon written notice by the HPHA.

It is understood that the Contract shall not be binding, unless the HPHA can document that there is available and unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the Contract.

Any Contract entered into as a result of this RFP is binding only to the extent that funds are certified as available and allocated and received by the HPHA. The availability of funds in excess of the amount certified as available shall be contingent upon future appropriations or special fund revenues.

### **II. GENERAL REQUIREMENTS**

#### **A. Qualifying Requirements**

1. Offeror shall be familiar with information and communication technology (ICT) standards and guidelines for Federal ADA compliance. Note that the United States Access Board has proposed updates to the ICT Standards and Guidelines. Reference ICT updates at: [www.access-board.gov/guidelines-andstandards/communications-and-it/about-the-ict-refresh](http://www.access-board.gov/guidelines-andstandards/communications-and-it/about-the-ict-refresh).
2. Offeror shall have a minimum of two (2) years of established website developer experience.
3. Offeror shall have published a minimum of five (5) websites.

4. The Successful Offeror must have no outstanding balances owing to the HPHA. Exceptions may be granted by the Executive Director of the HPHA for debts recently acquired and for debts which have a repayment plan approved by the Executive Director of the HPHA.
5. Upon award of a Contract, the Successful Offer shall furnish proof of compliance with requirements of section 3-122-112, HAR:
  - a. Chapter 237, HRS, tax clearance;
  - b. Chapter 383, HRS, unemployment insurance;
  - c. Chapter 386, HRS, workers' compensation;
  - d. Chapter 392, HRS, temporary disability insurance;
  - e. Chapter 393, HRS, prepaid health care; and
  - f. One of the following:
    - i. Be registered and incorporated or organized under the laws of the State of Hawaii (hereinafter referred to as a "Hawaii business").

**Hawaii business.** A business entity referred to as a "Hawaii business" is registered and incorporated or organized under the laws of the State of Hawaii. As evidence of compliance, the offeror shall submit a CERTIFICATE OF GOOD STANDING issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG). A Hawaii business doing business as a sole proprietorship is not required to register with the BREG, and therefore not required to submit the certificate. A Successful Offeror's status as sole proprietor or other business entity and its business street address will be used to confirm that the Successful Offeror is a Hawaii business.

- ii. Be registered to do business in the State of Hawaii (hereinafter referred to as a "compliant non-Hawaii business").

**Compliant non-Hawaii business.** A business entity referred to as a "compliant non-Hawaii business," is not incorporated or organized under the laws of the State of Hawaii, but is registered to do business in the State. As evidence of compliance, the interested respondent shall submit a *CERTIFICATE OF GOOD STANDING*.

The above certificates should be applied for and submitted to the HPHA as soon as possible. If a valid certificate is not submitted on a timely basis for award of a Contract, the offeror may not receive the award.

4. Business Office

The Successful Offeror shall have, at a minimum, a telephone number and electronic mail address from which it conducts business and is accessible by telephone from 7:45 a.m. to 4:30 p.m. HST for meetings, teleconferences, video conferences, concerns or requests that require immediate attention. An answering service is not acceptable. An office location, phone number and electronic mail address shall be stated in the offeror's proposal.

5. Certifications of Eligibility

Offerors shall submit the following documents with their proposal to the HPHA to demonstrate compliance with Federal and State laws:

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

Instead of separately applying for these (paper) certificates at the various State and Federal agencies, the HPHA recommends offerors use the Hawaii Compliance Express (HCE). The HPC allows businesses to register online through a simple wizard interface at:

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

The HCE is hosted by the Hawaii Information Consortium, LLC (HIC) and provides the applicant with a "Certificate of Vendor Compliance" with current compliance status as of the issuance date, accepted for both contract award and final payment purposes. Businesses electing to use the HCE services will be required to pay an annual subscription fee of \$12.00 to the HIC.

6. Indemnification

The Successful Offeror shall defend, indemnify, and hold harmless the State of Hawaii, the HPHA, its elected and appointed officials, officers,

and employees from and against all liability, loss, damage, cost, and expense, including all attorney fees and all claims, suits, and demands arising out of or resulting from the acts or omissions of the Successful Offeror or the Successful Offeror's officers, employees, agents or subcontractors.

7. Insurance Requirements

Within fifteen (15) days after award of the Contract and prior to the execution of the Contract, the Successful Offeror shall furnish to the Contracting Officer valid certificate(s) of insurance as evidence of the following minimum insurance coverage requirements:

<u>Coverage</u>	<u>Limit</u>
<b>Commercial General Liability</b> (occurrence form)	<u>\$1,000,000.00</u> combined single limit per occurrence for bodily injury and property damage.
<b>Automobile Insurance</b> covering all owned, non-owned and hired automobiles.	Bodily injury liability limits of <u>\$1,000,000.00</u> each person and <u>\$1,000,000.00</u> per accident and property damage liability limits of <u>\$1,000,000.00</u> per accident OR  Combined single limit of <u>\$2,000,000.00</u> .
<b>Workers Compensation</b> as required by applicable State laws.	Insurance to include Employer's Liability. Both such coverages shall apply to all employees of the Successful Bidder and (in case any sub-contractor fails to provide adequate similar protection for all employees) to all employees of sub-contractors.

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

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

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.

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

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

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

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

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

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

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

#### 8. General and Special Conditions of Contract

The general conditions that will be imposed contractually are included as an attachment. See Attachment 10. The general conditions may be found on the State Procurement Office's (SPO) website at [www.spo.hawaii.gov](http://www.spo.hawaii.gov).

The HPHA may also impose contractually special conditions deemed necessary. See Attachment 9. In the event of a conflict between the Special Conditions and the General Conditions, the Special Conditions shall apply.

The HPHA reserves the right to make small or major modifications to the quantity of items or reporting requirements contingent upon conditions that it is unable to anticipate now.

9. Cost Principles

The HPHA shall utilize standard cost principles stated in chapter 3-123 HAR which are available on the State Procurement Office website. Nothing in this chapter shall be construed to create an exemption from any cost principle arising under federal law.

10. Conflict of Interest

By responding to this RFP with a proposal submission, the offeror warrants to the best of its knowledge and belief, except as otherwise disclosed, it does not have any organizational conflict of interest. Conflict of interest is understood as a situation in which the nature of the work under this solicitation and the organizational, contractual and financial interest of the offeror are such that:

- a. The offeror may have an unfair advantage; or
- b. The offeror's objectivity in performing work pursuant to this RFP may be compromised.

Offerors should note that a conflict of interest arises if an employee, officer or agent of HPHA, a member of his/her immediate family, his/her partner, or an organization that employs or is about to employ any of the above (the employee/officer/agent, his or her immediate family or partner) has financial or other interest in the offeror.

11. Bonds

No performance or payment bond is required.

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

- Single       Multiple       Single and/or Multiple

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

Single term ( $\leq$  12 mos)       Multi-term ( $>$  12 mos)

Initial term of contract:      Twelve (12) months

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

Maximum length of contract:      24 months

The initial period shall be for a 12 month period with the website published by the end of the 6<sup>th</sup> month and technical support services start on the 7<sup>th</sup> month of the contract term.

The following conditions must be met for an extension:

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

The option to extend the Contract shall be exercised at the sole discretion of the HPHA. The Contract shall be extended at the same rates as proposed in the original proposal unless price adjustments are provided herein. Submission of a proposal constitutes acknowledgement of the offeror that the offeror is able and willing to contract for services for the duration of the Contract period.

The Successful Offeror shall provide the requested insurance information and a completed wage certificate. The Successful Offeror shall pay the State of Hawaii general excise tax and all other applicable taxes.

#### **D. Contract Price Adjustment**

Each price proposal herein shall be firm.

### **III. CONTRACT MONITORING AND REMEDIES**

#### **A. Monitoring**

1. The satisfactory provision of goods and services shall be monitored by the Contract Administrator. Performance will be monitored on an ongoing basis by the HPHA through desk monitoring, site inspection and/or other methods as appropriate by the Contract Administrator and his/her designated representative(s).
2. The HPHA may submit monitoring report(s) to the Successful Offeror listing any discrepancies or Contract violation(s) requiring correction. These discrepancies or Contract violation (s) must be corrected or implemented to avoid delays in payment insurance or for payment adjustment purposes.
3. Should the Successful Offeror fail to comply with the requirements of the Contract, the HPHA may request a written corrective action plan, a timeline for implementation, and the responsible parties. The HPHA will monitor the Successful Offeror for implementation of the corrective action plan. The HPHA reserves the right to request regular or additional reports on progress towards compliance with the Contract and the corrective action plan.
4. Should the Successful Offeror continue to fail to comply with the requirements of the Contract, the HPHA reserves the right to engage the services of another company to perform the services, to remedy the defect or failure and to deduct such costs from monies due to the Successful Offeror or to directly assess the Successful Offeror.
5. In the event the Successful Offeror fails, refuses, or neglects to perform the services in accordance with the requirements of this RFP, and the Contract, the HPHA reserves the right to purchase in the open market, a corresponding quantity of services, and to deduct this cost from moneys due or that may thereafter become due the Successful Offeror. In case money due to the Successful Offeror is insufficient for this purpose, the Successful Offeror shall pay the difference upon demand by the HPHA. The HPHA may also utilize all other remedies provided under the Contract and by law and rules.

6. In the event the Successful Offeror is not performing the required services as contracted, the HPHA reserves the right to extend the Contract for intervals of less than 12 months. During this time, the HPHA will monitor the Successful Offeror's performance and/or improvement and the implementation of its corrective action plan to determine whether the HPHA will continue to Contract with the Successful Offeror.

#### **B. Termination**

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

### **IV. SCOPE OF SERVICES**

#### **A. Summary of Services**

The Successful Offeror shall provide all equipment, software, and labor necessary to redesign the HPHA website with multilingual capabilities and ADA compliance features to assist the public in the navigation and application of public housing services. All work done for hire under the Contract shall become the property of the HPHA including without limitation all graphics, coding, documents, videos, photos, translations, fonts, and software licensing.

#### **B. The elements of the website shall include, without limitations:**

1. Theme
  - a. The website must reflect the concepts of "Hawaii", "Housing", and "Service".
  - b. The overall design should be simple but stunning in a dramatic and eye-catching way.
  - c. Navigation icons should be large and user friendly.
  - d. While navigating through the website, the top and bottom of the webpage shall remain the same, regardless of which "link" or "button" the user clicks on.
  - e. Webpages shall be designed in a printer friendly format should users require printing of the webpages.
2. Features
  - a. Multilingual Capability

- 1) Website shall be multilingual to include translations for the following written languages:
    - i. Traditional Chinese;
    - ii. Simplified Chinese;
    - iii. Korean;
    - iv. Samoan;
    - v. Vietnamese;
    - vi. Chuukese;
    - vii. Marshallese;
    - viii. Ilocano; and
    - ix. Tagalog.
  - 2) All translations must be accurate, NOT solely translated using Google Translator.
  - 3) Translations shall not be graphic images.
  - 4) Correct fonts shall be included for each language and fonts shall be adjustable on screen for the visually impaired. The source of all fonts shall be identified; either free to use for Governmental purposes or associated costs of purchasing shall be included in price proposal.
  - 5) All translated languages shall be editable through a Content Management Software, not limited to WordPress.
3. Video and Audio Capability
- a. The home page shall include a welcome video clip with subtitle and transparent background that runs on top of the page. The welcome video clip shall:
    - 1) Provide information on how to navigate through the website.
    - 2) Feature an actor/actress on screen that reflects the diverse ethnic population in Hawaii.
      - i. The actor/actress may be professional talents, HPHA staff, or public housing residents and shall be a native speaker of the each language.
      - ii. The Successful Offeror shall obtain HPHA's approval of the actors/actresses used in the welcome video.

- 3) The Successful Offeror shall provide a welcome video clip cost using: a) professional talents; and/or b) public housing residents for each language in the price proposal.
  - 4) Subject to the availability of funds, the HPHA reserves the right to incorporate all or some of the foreign language welcome video clip requirements into the project/resulting contract. The specific proposed cost(s) for the eliminated item(s) shall be excluded in the contract award.
- b. All video clips shall be made available in the following spoken languages with subtitles for the hearing impaired:
- 1) English,
  - 2) Cantonese,
  - 3) Mandarin,
  - 4) Korean,
  - 5) Samoan,
  - 6) Vietnamese,
  - 7) Chuukese,
  - 8) Marshallese,
  - 9) Ilocano, and
  - 10) Tagalog.
- c. All video and audio content shall be playable without requiring the installation of special plugins, other software, or special settings requiring administrative rights as users may have home computers with basic DSL connections or may be accessing the website through a public facility including, without limitation libraries and schools.
4. Search engine capability for contents on the website for all languages.
    - a. Offeror shall provide itemize search engine capability cost for each language in the price proposal.
    - b. Subject to the availability of funds, the HPHA reserves the right to eliminate all or some of the foreign language search engine capability requirements into the project/resulting contract. The specific proposed cost(s) for the eliminated item(s) shall be excluded in the contract award.
  5. Data collection capability to capture public comments/feedback through the use of online forms.
  6. Log on security capability for HPHA staff and Board of Directors on selected webpages as dedicated by the HPHA.

7. Compatible with major web browsers, which includes Internet Explorer, Microsoft Edge, Firefox, Chrome, and Safari, on all internet accessible computing platforms including mobile, desktop, and portable tablet devices.
8. Content
  - a. Written English content to be provided by the HPHA to include, without limitation:
    - 1) Information about HPHA, including its mission, history, goals, objectives,
    - 2) Housing Assistance Programs including the Federal and State Low Income Public Housing Program, Section 8 Voucher Program, and inclusive of an interactive statewide housing property location map,
    - 3) Applying for Public Housing,
    - 4) Doing Business with the HPHA,
    - 5) Reports and Studies,
    - 6) Employment Opportunities,
    - 7) Contact Information,
    - 8) Frequently Asked Questions, and
    - 9) Board of Directors Information.

Sample website content documents are on a CD and incorporated as part of this RFP. See Attachment 20. Please contact the RFP Coordinator to request a copy of the CD by mail if the RFP is downloaded from a website.

- b. All written English contents provided by the HPHA shall be translated by the Successful Offeror with the exception of Reports and Studies (item number a(5) above) and Board of Director Information (item number a(9) above) unless otherwise instructed by the HPHA.
    - c. All other website contents composed and created by the Successful Offeror shall be translated and provided by the Successful Offeror.

- d. The following Section 8 Voucher Program forms shall be translated into the nine (9) written languages as listed on page 20, converted to fillable pdf files and incorporated into the website; the English version of the forms shall also be converted to fillable pdf files and incorporated into the website.
  - 1) Change of Income Form. See Attachment 11;
  - 2) Request to Voucher Out Form. See Attachment 12;
  - 3) Certification for Rental Assistance Benefits Form. See Attachment 13;
  - 4) Section 8 Application Change/Update Information Form. See Attachment 14;
  - 5) Contribution Form. See Attachment 15;
  - 6) Supplement to Application for Federally Assisted Housing Form. See Attachment 16;
  - 7) Zero Income Checklist and Worksheet. See Attachment 17;
  - 8) Offer and Acceptance or Waiver of Free Interpreter Services Form. See Attachment 18; and
  - 9) Certification of Domestic Violence, Dating Violence, and Sexual Assault, or Stalking Form. See Attachment 19.
9. Meet all Federal requirements for ADA compliance.
10. Use of flexible modifiable templates so that web pages can be created quickly, incorporating latest technology, including without limitation dynamic and static content, videos, and audios that require third party plug-ins.
11. Allow the HPHA staff to upload photos/videos in common file formats for immediate viewing.
12. Designed to be updatable by HPHA staff without requiring any further intervention from the Successful Offeror upon completion of the project.
13. Built using responsive technology to ensure the look, feel, design, flow, navigation, and user experience remain the same on any available device, which include without limitation desktop, laptop, tablet, and mobile phone.

14. Employ or subcontract with professional content editor(s) to ensure webpage cohesiveness for all languages.
  - a. Offerors shall provide itemize professional content editor cost for each language in the price proposal.
  - b. Subject to the availability of funds, the HPHA reserve the right to eliminate all or some of the professional content editor cost components into the project/resulting contract. The specific proposed cost(s) for the eliminated item(s) shall be excluded in the contract award.
15. Allow the website to have content that is accessible only by an authorized user.
16. All aspects of the website are subject to the approval of the HPHA.

**C. Successful Offeror's Responsibilities**

1. Available to start the project effective upon the date of the HPHA's issuance of a Notice to Proceed.
2. Adhere to project timeline. The HPHA will only allow for extension of the website implementation if the delay is caused by the HPHA. The HPHA is not responsible for overtime and shall not pay for any overtime incurred in meeting project timelines.
3. Conduct and attend meetings via teleconference, online, or other remote venues agreed upon by both parties. Onsite/Face-to-face meeting is not required. Travel costs related to onsite/face-to-face meeting shall be at the sole expense of the Offeror.
4. Produce and provide photos, video, and multimedia contents of the website to include, without limitation to narration, voice and acting talents, and obtain all permits and/or releases necessary for publication of the contents online.
5. Write scripts for video and audio clips. Scripts shall be submitted to the HPHA for approval prior to filming/recording. The HPHA will provide sources to the Successful Offeror to gather the information for composition of the scripts.
6. Declare that all content used in designing the HPHA website is original or legally licensed, and does not infringe upon any known copyrights.

7. Transfer the finished product website files to the HPHA for hosting on its WordPress server under the domain "hpha.hawaii.gov" upon completion of the website.

**D. Service Deliverables:**

1. Website shall be implemented and published not later than six (6) months from the HPHA's issuance of a Notice to Proceed. *Proposals offering a shorter implementation and publication timeline will be scored favorably.*
2. Website design and development services to include, without limitation:
  - a. Meetings, phone, and email correspondences with the HPHA for development of the draft website to include, without limitation expectations of the website.
  - b. Completion of the draft website and conduct demo session as deemed necessary by the HPHA.
3. Website revisions services to include, without limitation:
  - a. Meeting(s), phone, and email correspondences with the HPHA for revisions of the draft website.
  - b. Completion of the revised draft website and conduct demo session as deemed necessary by the HPHA.
  - c. Make additional changes to the revised website as deemed necessary by the HPHA and present revised demo(s) to the HPHA.
4. Website implementation services to include, without limitation:
  - a. The finished website production files shall be transferred to the HPHA for hosting on its WordPress server under the domain "hpha.hawaii.gov".
  - b. Meet with the HPHA staff for a knowledge transfer session to get the new website up and running. The knowledge transfer session may be conducted remotely.
  - c. Answer any questions that the HPHA staff may have regarding the website.
5. Technical support services for the six (6) month period following the implementation of the new website on an as needed basis. Technical

support services may be provided remotely and shall include, without limitation:

- a. Modification of website templates and or webpage templates, and
- b. Update and or modification of translated contents, multimedia contents and photos.

## **E. Administrative Requirements**

### **1. Payments**

The HPHA shall compensate the Successful Offeror for website redesign services rendered in accordance with the accepted proposal.

All compensation shall be subject to the following:

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

For this reason, the HPHA will reject any bid submitted with a condition requiring payment within a shorter period. Further, the HPHA will reject any bid submitted with a condition requiring interest payments greater than that allowed by section 103-10, HRS, as amended.

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

Hawaii Public Housing Authority  
Information and Technology Office  
1002 North School Street  
P.O. Box 17907  
Honolulu, Hawaii 96817

- c. All invoices shall reference the Contract number assigned to the Contract. Payment shall be in accordance with section 103-10, HRS, upon certification by the Contract Administrator that the Successful Offeror has satisfactorily performed the services specified.
- d. Invoice(s) shall be itemized to include without limitation description of

services rendered and performance period.

- e. Invoice(s) for the month of June shall be submitted to the HPHA by the 30<sup>th</sup> of June for payment processing in order to comply with the HPHA's fiscal year-end close out processes.
- f. The HPHA may submit monitoring report(s) to the Successful Offeror listing any discrepancies or Contract violation(s) requiring correction. These discrepancies or Contract violation(s) must be addressed timely as agreed to by both parties to avoid delays in payment issuance or for payment adjustment purposes.
- g. The HPHA is not responsible for overtime and shall not pay for any overtime incurred in meeting project timelines.
- h. For final payment, the CONTRACTOR must submit a valid tax clearance certificate and a "Certification of Compliance for Final Payment" (Form SPO-22).

An original tax clearance certificate, dated not more than two (2) months from the last approval date with an original green certified copy stamp. A valid HCE Certificate of Vendor Compliance in lieu of the tax clearance certificate is acceptable.

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

(END OF SECTION)

## Section 3 Proposal Forms and Instructions

### I. General Instructions

By submission of a proposal, the offeror certifies that the proposal is a complete plan for accomplishing the tasks identified in this RFP. The offeror's proposal must demonstrate an understanding of and the ability to meet and perform all contractual requirements listed in this RFP.

Offerors shall ensure compliance with all requirements of the RFP. Failure to comply with any of the RFP requirements may result in automatic disqualification of their proposal.

The submission of a proposal shall constitute the offer's indisputable representation of compliance with every requirement of the RFP, and that the RFP documents are sufficient in scope and detail to indicate and convey a reasonable understanding of all terms and conditions to the offer related to performance requirements of the work.

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

Any and all corrections to a proposal shall be legible and initialed in ink by the offeror's authorized person signing the proposal. Any illegible or otherwise unrecognizable corrections or initials on the proposal may result in a rejection of the proposal.

Before submitting a proposal, offeror must:

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

Proposals shall be submitted to the HPHA in the prescribed format outlined in this RFP. A written response is required for each item unless indicated otherwise.

No supplemental literature, brochures or other unsolicited information should be included in the proposal packet.

## II. Proposal Forms

- A. The proposal forms/documents must be completed and submitted to the HPHA by the required due date and time, and in the format prescribed by the HPHA. See Attachment 22. Electronic mail and facsimile transmissions shall not be accepted.
- B. Offerors shall submit its proposal under the offeror's exact legal name that is registered with the State of Hawaii's Department of Commerce and Consumer Affairs and shall indicate this exact legal name. Failure to do so may delay proper execution of the Contract.
- C. Offeror's authorized signature shall be an original signature in ink. If the proposal is unsigned or the affixed signature is a facsimile or a photocopy, the submittal may be automatically rejected unless waived by the HPHA pursuant to 3-122-31(c)(1)(B), HAR. If a proposal is not signed by an authorized representative as detailed in the corporate resolution, the proposal shall be automatically rejected.
- D. A proposal security deposit is not required for this RFP.
- E. A Transmittal Letter shall be included in the proposal. See Attachment 21. The Transmittal Letter shall be in the form of a standard business letter on official business letterhead and signed by an authorized representative. The Transmittal Letter must include:
  - 1. A statement indicating that the interested offeror is a corporation or other legal entity and the federal and state taxpayer identification number of the legal entity.
  - 2. A statement that the interested offeror is or will be registered to do business in Hawaii and will obtain a Federal Tax License and State General Excise Tax License before commencement of work.
  - 3. A statement declaring the interested offeror is not in violation of Chapter 84, HRS, concerning prohibited State contracts.
  - 4. A statement certifying that the price(s) submitted by the offeror were independently arrived at without collusion.
  - 5. A statement acknowledging and identifying that all addenda to this RFP issued by the HPHA have been received by the interested

offeror. If no addenda have been received, a statement to that effect should be included.

6. A statement authorizing the HPHA to verify information provided in the interested offeror's proposal.
- F. Include the offeror's organization, RFP identification information, titles/subtitles, and numerical outline information on the top right hand corner of each page of the proposal.
- G. Include consecutive page numbering on the proposal, which should begin with page one and end with the last numbered page of the complete proposal.
- H. Proposals must be submitted on white, 8 ½" x 11" paper and shall be bound such as a three-ring binder. Tabbing of sections is required. 11" x 17" inserts folded to 8 ½" x 11" size will be allowed as part of the proposal.
- I. Place the following information in the upper, left-hand corner on the outside of the envelope/package when submitting the proposal:

Offeror Name  
Offeror Address  
Offeror Proposal Number (if applicable)  
RFP No. and Title  
Proposal Due Date and Time

### III. **Proposal Application:**

Listed below are the sections that must be included in the offeror's proposal. Each section must be clearly labeled using the bold-faced titles listed below and shall be assembled in the order described herein. The required submission must be bound and each section tabbed.

Offerors must compile proposals using the following outline:

1. Transmittal Letter
2. Table of Contents
3. Background
4. Experience and Capabilities
5. Service Delivery
6. Price Proposal

**A. Transmittal Letter**

**B. Background**

Offeror shall include general information as follows:

1. Description of the firm and/or structure.
2. Number of years in business.
3. Background on the firm and provide vision statement of the project, if awarded.

**C. Experience and Capabilities**

Offeror shall include the following in the proposal:

1. Names, titles, and qualifications of key personnel.
2. A relevant client listing serviced within the last 12 month period.
3. Names, titles, organizations, telephone numbers, email addresses, and mailing addresses of at least three (3) references from the offeror's client listing that may be contacted by the HPHA related to the offeror's past and current performance.
4. Number of years performing similar services specified in this solicitation.
5. Submit at maximum five (5) samples of work that demonstrate the technical capability and creativities to deliver the website features required by the solicitation. The sample websites may be hosted on any webserver under any existing domain and will be used to evaluate the offeror.
6. Familiarity with Information and Communication Technology (ICT) standards and guidelines for Federal ADA compliance.

**D. Service Delivery**

Provide a Statement of Work delineating the concept and approach in the website design and provide a timeline of deliverables.

## **E. Price Proposal**

The price proposal shall be the all-inclusive cost to the HPHA for the specified services and includes two (2) major factors:

1. All-inclusive itemized cost of services to design and publish the website for all services specified.
  - a. Itemized costs shall be all-inclusive including without limitation to equipment, software, labor, and applicable taxes. Services shall be billable at the completion of each cost item as described in the offeror's proposal.
  - b. Subject to the availability of funds, the HPHA reserve the right to eliminate all or some of the cost components into the project/resulting contract. The specific proposed cost(s) for the eliminated item(s) shall be excluded in the contract award.
2. Hourly rates for technical support services shall be the all-inclusive unit price, including applicable taxes, and shall apply after the new website is launched as follows:
  - a. Hourly rate for modification of the website templates and or webpage templates, not to exceed a maximum of 40 hours;
  - b. Hourly rate for modification of translated contents, multimedia contents, and photos, not to exceed a maximum of 40 hours; and
  - c. Hourly rate for other modifications not included in a. and b. above, not to exceed a maximum of 40 hours.

Services for technical support shall be requested at the sole discretion of the HPHA. The hours are not guaranteed and shall become billable as services are rendered.

(END OF SECTION)

## Section 4 Proposal Evaluation & Award

### I. Evaluation Criteria

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

Evaluation Criteria	Total Possible Points
<b>A. Background and Vision (up to 5 points)</b>	
1) Background of company.	2
2) Vision of project.	3
<b>B. Experience and Capability (up to 25 points)</b>	
1) Qualifications of offeror.	5
2) Qualifications of offeror's key personnel.	10
3) Demonstrated experience meeting the scope requirements.	10
<b>C. Service Delivery (up to 30 points)</b>	
1) Offeror's approach to meet the project requirements delineates the concept and services deliverables.	10
2) Propose timeline is reasonable.	10
3) Demonstrate knowledge of ADA compliance requirements.	10
<b>D. Creativity (up to 25 points)</b>	
1) Sample websites demonstrated creativity of the offeror in providing the specified services	25
<b>E. Cost Reasonableness (up to 5 points)</b>	
1) Reasonableness of the offeror's price proposal for the proposed services.	5
<b>F. Price Proposal (up to 10 points for lowest cost factor)</b>	
1) Price Proposal	10
<b>Total</b>	<b>100</b>

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

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

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

The HPHA reserves the right to make no award should it believe that none of the offerors will be capable of delivering the necessary level of services within an acceptable price range and/or time period.

## **II. Mandatory Requirements**

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

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

## **III. Price Proposal Review**

The price proposal review will be evaluated for financial and contractual acceptability and for reasonableness of the price proposal. The proposal with the lowest cost factor shall receive the highest available rating. Each proposal that has a higher cost factor must have a lower rating than the lowest priced proposal.

The points allocated to higher priced proposals must be equal to the lowest cost factor proposal price multiplied by the maximum points available for the price proposal evaluation criteria, divided by the price of the proposal being evaluated as follows:

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

In determining whether a proposal is reasonable, the HPHA will evaluate the price against an independent cost estimate and all proposals received.

#### IV. Technical Review

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

- A. The technical proposal will be evaluated to determine if the Successful Offeror possesses the capability to successfully perform the requirements of the solicitation. The technical criteria are shown below:
  - 1. Background and Vision;
  - 2. Experience and Capability;
  - 3. Service Delivery; and
  - 4. Creativity.
- B. Proposals will be evaluated for technical and contractual acceptability. Proposals shall be prepared in accordance with the instructions provided in this RFP and shall meet all requirements set forth in this RFP.
- C. **Proposals offering a shorter implementation and publication timeline will be scored more favorably.**
- D. Pursuant to section 3-122-112, HAR, Responsibility of Offerors, the Successful Offeror shall produce documents to demonstrate compliance with this section.

#### V. Method of Award

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

- A. All proposals will be reviewed for reasonableness. Offers that are not within the competitive range will be notified that their proposals are unacceptable, negotiations/discussions are not contemplated, and any revisions to the proposals will not be considered.
- B. Award will be made to the responsible offeror whose proposal conforms to the solicitation requirements, most advantageous to the HPHA, and with consideration to price and other factors indicated below.

Pursuant to Chapter 3-122-59 HAR, if for a given request for proposals, there is only one responsible offeror submitting an acceptable proposal,

an award may be made to the single offeror, rejected and a new request for proposals may be solicited if certain conditions are not met; the proposed RFP cancelled, or an alternative procurement method may be conducted.

- C. The HPHA reserves the right to award a Contract on the basis of the initial offers received without discussion. Offers are solicited on an “all or none” basis. Failure to submit offers for all items and quantities listed shall be cause for rejection. Proposals should be submitted initially on the most favorable terms of a price and technical standpoint, which the offeror can submit to the HPHA.

(END OF SECTION)

## **Section 5 Attachments**

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|-----|---|----------------------|
| 1.  | Wage Certificate  | Due January 21, 2016 |
| 2.  | Acknowledgement of Addenda  | Due January 21, 2016 |
| 3.  | Sample Price Proposal   | For Information Only |
| 4.  | Sample Contract for Goods or Services Based Upon Competitive Sealed Proposals | For Information Only |
| 5.  | Sample Contract – Attachment 1, Scope of Services                             | For Information Only |
| 6.  | Sample Contract – Attachment 2, Compensation and Payment Schedule             | For Information Only |
| 7.  | Sample Contract – Attachment 3, Time of Performance                           | For Information Only |
| 8.  | Sample Contract – Attachment 4, Certificate of Exemption for Civil Service    | For Information Only |
| 9.  | Sample Contract – Attachment 5, Special Conditions                            | For Information Only |
| 10. | General Conditions, AG-008 General Conditions                                 | For Information Only |
| 11. | Change of Income Form   | For Information Only |
| 12. | Request to Voucher Out Form   | For Information Only |
| 13. | Certificate for Rental Assistance Benefits                                    | For Information Only |
| 14. | Section 8 Application Change/Update Information Form                          | For Information Only |
| 15. | Contribution Form   | For Information Only |
| 16. | Supplement to Application for Federally Assisted Housing Form                 | For Information Only |
| 17. | Zero Income Checklist and Worksheet   | For Information Only |

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|-----|--|----------------------|
| 18. | Offer and Acceptance or Waiver of Free Interpreter Services Form                       | For Information Only |
| 19. | Certificate of Domestic Violence, Dating Violence, And Sexual Assault or Stalking Form | For Information Only |
| 20. | Sample Website Content/Documents on a CD   | For Information Only |
| 21. | Sample Transmittal Letter  | For Information Only |
| 22. | Proposal Submittal Checklist   | For Information Only |

(END OF SECTION)