

# DEPARTMENT OF HAWAIIAN HOME LANDS

RELEASE DATE: JANUARY 11, 2016

## REQUEST FOR PROPOSALS No. RFP-016-HHL-002

### SEALED OFFERS FOR CONCEPTUAL PLANS FOR DEPARTMENT OF HAWAIIAN HOME LANDS ON OAHU FOR POTENTIAL TRANSIT-ORIENTED DEVELOPMENT

WILL BE RECEIVED UP 2:00 PM (HST) ON

MONDAY, FEBRUARY 29, 2016

IN THE DEPARTMENT OF HAWAIIAN HOME LANDS, 91-5420 KAPOLEI PARKWAY,  
KAPOLEI, HAWAII 96707. DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO  
ALLEN G. YANOS, TELEPHONE (808) 620-9460, FACSIMILE (808) 620-9479 OR E-MAIL AT  
ALLEN.G.YANOS@HAWAII.GOV.

  
\_\_\_\_\_  
Jobie M.K. Masagatani  
Procurement Officer

**RFP-16-HHL-002**

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**SECTION ONE**  
**INTRODUCTION, TERMS AND ACRONYMS, KEY DATES**

**1.1 INTRODUCTION**

The State of Hawaii, Department of Hawaiian Home Lands (DHHL) is governed by the Hawaiian Homes Commission Act of 1920, as amended, enacted by the U.S. Congress to rehabilitate the lives of native Hawaiians. The Act created a Hawaiian Homes Commission to administer certain public lands, called Hawaiian home lands, for homesteads. Native Hawaiians are defined as individuals having at least 50 percent Hawaiian blood.

The Act was incorporated as a provision in the State Constitution in 1959 when Hawaii was granted statehood. Responsibility for the Commission and the Hawaiian home lands was transferred to the State at that time.

The primary responsibilities of DHHL are to serve its beneficiaries and to manage its extensive land trust. The land trust consists of over 200,000 acres on the islands of Hawaii, Maui, Molokai, Lanai, Oahu, and Kauai.

DHHL provides direct benefits to native Hawaiians in many ways. Beneficiaries may receive 99-year homestead leases at \$1 per year for residential, agricultural, or pastoral purposes. These leases may be extended for an aggregate term not to exceed 199 years. Beneficiaries may receive financial assistance through direct loans, insured loans, or loan guarantees for home purchase, construction, home replacement, or repair.

In addition to administering the homesteading program, DHHL leases trust lands not immediately needed for homestead use at market value and issues permits, licenses, and rights-of-entry. The income from these enterprises is used to supplement DHHL's programs, including continued homestead development.

In this RFP, DHHL is seeking conceptual plans and recommendations for future transit-oriented development/redevelopment of its lands near future rail stations on the Island of Oahu.

**1.2 CANCELLATION**

The Request for Proposals (RFP) may be cancelled and any or all proposals rejected in whole or in part, without liability to the State, when it is determined to be in the best interest of the State.

**1.3 TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION**

BAFO	=	Best and Final Offer
CPO	=	Chief Procurement Officer
DAGS	=	Department of Accounting and General Services
GC	=	General Conditions, issued by the Department of the Attorney General

GET	=	General Excise Tax
GP	=	General Provisions
Procurement Officer	=	The contracting officer for the State of Hawaii, State Procurement Office
RFP	=	Request for Proposals
State		State of Hawaii, including its departments, agencies, and political subdivisions
TOD	=	Transit-oriented development

#### 1.4 RFP SCHEDULE AND SIGNIFICANT DATES

The schedule represents the DHHL's best estimate of the schedule that will be followed. All times indicated is Hawaii Standard Time (HST). If a component of this schedule, such as "Proposal Due date/time" is delayed, the rest of the schedule will likely be shifted by the same number of days. Any change to the RFP Schedule and Significant Dates shall be reflected in and issued in an addendum. The approximate schedule is as follows:

Release of Request for Proposals	January 11, 2016
Pre-proposal Conference	January 25, 2016
Due date to Submit Questions	February 1, 2016
State's Response to Questions	February 10, 2016
Proposals Due date/time	February 29, 2016 / 2:00 pm HST
Proposal Evaluations	March 7, 2016
Discussion with Priority Listed Offerors (if necessary)	March 14, 2016
Best and Final Offer (if necessary)	March 18, 2016
Notice of Award	March 31, 2016
Contract Start Date	May 2, 2016

#### 1.5 PRE-PROPOSAL CONFERENCE

The purpose of the pre-proposal conference is to provide Offerors an opportunity to be briefed on this procurement and to ask any questions about this procurement. The pre-proposal conference is not mandatory; however, Offerors are encouraged to attend to gain a better understanding of the requirements of this RFP.

Offerors are advised that anything discussed at the pre-proposal conference does not change any part of this RFP. All changes and/or clarifications to this RFP shall be done in the form of an addendum.

The pre-proposal conference will be held as follows:

Date: Monday, January 25, 2016

Time: 10:00 am, HST

Location: Hale Pono'i  
Department of Hawaiian Home Lands  
91-5420 Kapolei Parkway  
Kapolei, Hawaii 96707

#### 1.6 QUESTIONS AND ANSWERS PRIOR TO OPENING OF PROPOSALS

All questions shall be submitted by the due date specified in Section 1.4, *RFP Schedule and Significant Dates*, as amended.

The DHHL will respond to questions through Addenda/Amendments by the date specified in Section 1.4, *RFP Schedule and Significant Dates*, as amended.

## **1.7 SUBMISSION OF PROPOSALS**

On no later than the date and time specified on the cover of the RFP (Proposal Due Date), the Offeror shall hand deliver, in a sealed envelope or package, three duplicate original copies of the proposal and one copy of the proposal as a PDF file on removable media (CD, DVD, or flash drive) to the following address:

Department of Hawaiian Home Lands  
Land Management Division  
Attention: TOD Conceptual Plans Project  
91-5420 Kapolei Parkway  
Kapolei, HI 96707

Proposals received after the Proposal Due Date will not be accepted. Each Offeror accepts all risks associated with incorrect delivery or failure to deliver the proposal package to DHHL before the Proposal Due Date.

## **SECTION TWO**

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

#### **2.1 PROJECT OVERVIEW AND HISTORY**

DHHL invites proposals and fee structure from qualified consulting firms to prepare conceptual plans for future transit-oriented development/redevelopment of its lands near future rail stations on the Island of Oahu.

#### **2.2 SCOPE OF WORK**

All services shall be in accordance with this RFP, including its attachments and any addenda.

The primary purposes for these conceptual plans are: 1) as a comprehensive guide for transit-oriented development/redevelopment of DHHL's lands, over time, in three (3) areas on the Island of Oahu as shown on Exhibit "A" in the Appendix; 2) to assist the City and County of Honolulu with planning for future infrastructure needs in the particular development area; and 3) to assist with the coordination of DHHL's transit-oriented development (TOD) plans with other adjacent landowners' plans.

The conceptual plans must include the following considerations for each of the three TOD areas subject to this RFP:

- 1) Site assessment, including an evaluation of the area's suitability and constraints for the conceptual plans being proposed for each area.
- 2) Preliminary site development plans where up to two additional draft preliminary site development plans besides a preferred plan may be proposed. The plans may include phasing of projects within an area, as may be appropriate due to varying lease termination dates, financing, or other circumstances.
- 3) Where practical and applicable, incorporate "smart growth" principles such as transit-oriented and walkable/livable communities design into development plans. Emphasis on the site's proximity to the City and County of Honolulu's proposed and preliminary TOD areas should be made. Infrastructure assessments, plan alternatives and feasibility analyses should be based on highest and best use given that higher densities, heights, and mixes of uses may be allowed under TOD zoning, should DHHL choose to declare such zoning be applied for redevelopment purposes.
- 4) Preliminary engineering assessment to assess the current available infrastructure and preliminary requirements anticipated for the planned near or long term, as may be appropriate for a particular area, to support the particular conceptual plan being proposed.
- 5) Potential financing mechanisms and incentives, including public-private partnerships, affordable housing programs, etc.
- 6) Summary report

The three areas near future rail stations are:

I. EAST KAPOLEI II

DHHL acquired title to a 28.8 acre parcel tentatively earmarked for low density apartments (LDA3) in East Kapolei II and has a 30.1 acre parcel designated as an "Abutilon Contingency Reserve Area" as shown on Exhibit "B" currently pending conveyance to DHHL from another State of Hawaii agency. Both parcels are within one-half mile of the East Kapolei rail station located near the fast-growing city of Kapolei, on the west side of Oahu. Approximately half of the 28.8 acre parcel is also within one-half mile of the University of Hawaii-West Oahu (UHWO) Rail Station. The lands are relatively flat with elevations ranging from 60 to 110 feet above sea level.

Both of the parcels are currently vacant and no final designation for their future use has been made. With regard to the 30.1 acre reserve area, DHHL will attempt to have the area with the endangered species separated from developable land and then formally subdivide the parcel. The eventual preservation area is expected to be 18 acres. It is unknown at this point where the subdivided parcels will be situated in relation to the rail station.

Adjacent to these two parcels, are lands earmarked for residential use, except as noted on the roadway master plan attached hereto as Exhibit "B-1". Due to their proximity to both rail stations and a desire to incorporate "smart growth" principles for their development, Increments IIA; IID-1 & IID-2; IIE; IIF; and "Park 1" on Exhibit "B-1" are also being included for TOD planning.

The Offeror should be aware of existing and future development by others, for potential synergies and/or collaborations including, but not limited to:

- The Salvation Army's Kroc Community Center
- Middle and elementary schools by the State of Hawaii Department of Education
- Multi-family development on the two parcels shown on Exhibit "B-1" as "Low Density Apartments Parcel 1" and "Low Density Apartments Parcel 2" by the Hawaii Housing Finance & Development Corporation
- The 1,554 acre Hoopili Development by D. R. Horton-Schuler Division

The conceptual plans should consider the highest and best use of all of the available DHHL lands, not under development, in East Kapolei II to take advantage of TOD opportunities.

Among the factors that may impact the conceptual plans are:

- Endangered species
- 5.9 acre parcel designated for park use (identified as "Park 1" on the attached Exhibit "B-1") is a remediated brownfield and will have use limitations – i.e., no underground utilities



## II. SHAFTER FLATS

There are 20 parcels comprising approximately 14 acres in the Shafter Flats area, northwest of Honolulu, on the south shore of Oahu. These parcels are identified in Exhibit "C".

Seventeen of the parcels are under long term general leases with DHHL, thirteen of which are scheduled to expire in 2022, three scheduled to expire in 2025, and one lease expiring in 2064. Three parcels currently have only short term leases. All the parcels are zoned by the City & County of Honolulu as "I-2" (Intensive Industrial) and the improvements on them are primarily industrial/commercial warehouse space built in the late 1960's through early 1970's.

DHHL's lands are located within a half-mile radius the planned Lagoon Drive transit stations which is part of the Honolulu Rail Transit Project currently under construction. Approximately five (5) parcels to the southeast are also within a half-mile radius of the Middle Street transit station and a major bus depot. The conceptual plans should consider the highest and best use of these lands, and their proximity to the rail transit station, bus depot, and the Honolulu International Airport, to take advantage of TOD opportunities.

Among the factors that may impact the conceptual plans are:

- Plans by the City and County of Honolulu to extend an existing road in the area that will run through one of DHHL's parcels
- The DHHL parcels are located in an FAA runway protection zone and subject to glide slope height limits.
- DHHL is not subject to the City and County of Honolulu's land use and zoning codes although the DHHL intends to consult with the City's Department of Planning and Permitting and other City departments on its plans.

DHHL's lands in this area are flat, at approximately five feet above sea level and are adjacent to a stream. Due to its low elevation and location near the shoreline, the area is prone to flooding and poor drainage especially when high tides correspond with heavy rain events. Redevelopment plans should also address existing and future issues such as drainage, anticipating future conditions resulting from an expected rise in sea level due to climate change.

## III. KAPALAMA

There are about five (5) acres of DHHL land in the Kapalama area, in Honolulu, on the south shore of Oahu. The lands are relatively flat, rising from sea level to about five-to-ten feet above sea level and are adjacent to the Kapalama drainage canal to the southeast. A 2.75 acre parcel includes an office building (formerly a warehouse) and a portion of a shopping center. Adjacent to it is a 0.14 acre parcel that houses a radio station antenna tower. The other parcel, comprising 1.57 acres, is under industrial use as a fresh produce facility. These parcels are identified in Exhibit "D". All three parcels are zoned by the City & County of Honolulu as "IMX-1" (Industrial-Commercial Mixed Use).

The 2.75-acre parcel is under a long term general lease with DHHL scheduled to expire in 2045. The fresh produce facility is also under a general lease scheduled to expire in 2070 while the radio station's license is scheduled to expire in 2029.

The conceptual plans and recommendations should consider the highest and best use of the land and its proximity to the rail transit station to take advantage of TOD opportunities.

Among the factors that may impact the conceptual plans are:

- The Kamehameha Schools owns the adjacent land which fronts Dillingham Boulevard and the rail route on the northeast. The existing shopping center known as "City Square Shopping Center" is situated on both Kamehameha Schools' and DHHL's lands. Coordination with Kamehameha Schools' TOD plans may be necessary.
- DHHL's 2.75 acre parcel is bifurcated by Kalani Street.
- There are plans to demolish the 24,000 sq. ft. office building (known as the "City Square Annex") on a portion of the 2.75 acre parcel for the longer term. DHHL has received a request to extend the lease to 2065 to permit the demolition and replacement of the office building with a new structure and must make a decision regarding the extension soon.

This area is also prone to flooding and poor drainage especially when high tides correspond with heavy rain events. Redevelopment plans should also address existing and future issues such as drainage, anticipating future conditions resulting from an expected rise in sea level due to climate change.

Parties wishing to submit proposals are strongly urged to thoroughly familiarize themselves with these areas. They should also review DHHL's Oahu Island Plan (July, 2014) for more information about these lands on DHHL's website at [www.dhhl.hawaii.gov](http://www.dhhl.hawaii.gov) and the City's webpages relating to TOD Plans and more specifically, the Neighborhood TOD Plans at <http://www.honolulu.gov/tod.html>.

### **2.3 DEPARTMENT OF HAWAIIAN HOME LANDS RESPONSIBILITIES**

- (1) DHHL will provide the Offeror with as much relevant in-house documentation related to the contract objectives as possible.
- (2) DHHL will work with the Offeror to achieve the contract objectives.
- (3) DHHL will review and approve schedules and activities and monitor and evaluate the Offeror's work performance and deliverables.
- (4) DHHL is prepared to consider other responsibilities upon request of the Offeror.

### **2.4 TERM OF CONTRACT**

The contract shall be for a period of twenty four (24) months beginning on the date specified in the Notice to Proceed. Unless terminated, the Contractor and the State may extend the term of the contract once for an additional 12-month period or portions

thereof without the necessity of re-procuring. The contract price for the extended period shall remain the same or be renegotiated for a lesser rate.

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 other party.

## **2.5 CONTRACT ADMINISTRATOR**

For the purposes of this contract, Allen G. Yanos, Property Development Agent, (808) 620-9460, or authorized representative, is designated the Contract Administrator.

## **SECTION THREE**

### **PROPOSAL FORMAT AND CONTENT**

#### **3.1 OFFEROR'S AUTHORITY TO SUBMIT AN OFFER**

DHHL will not participate in determinations regarding an Offeror's authority to sell a product or service. If there is a question or doubt regarding an Offeror's right or ability to obtain and sell a product or service, the Offeror shall resolve that question prior to submitting an offer.

#### **3.2 REQUIRED REVIEW**

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

3.2.2 Should Offeror find defects and questionable or objectionable items in the RFP, Offeror shall notify the Department of Hawaiian Home Lands in writing prior to the deadline for written questions as stated in the RFP *Schedule and Significant Dates*, as amended. This will allow the issuance of any necessary corrections and/or amendments to the RFP by addendum, and mitigate reliance of a defective solicitation and exposure of proposal(s) upon which award could not be made.

#### **3.3 PROPOSAL PREPARATION COSTS**

Any and all costs incurred by the Offeror in preparing or submitting a proposal shall be the Offeror's sole responsibility whether or not any award results from this RFP. The State shall not reimburse such costs.

#### **3.4 TAX LIABILITY**

3.4.1 Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Contractor is advised that they are liable for the Hawaii GET at the current 4.5% for sales made on Oahu, and at the 4% rate for the islands of Hawaii, Maui, Molokai, and Kauai. If, however, an Offeror is a person 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.

3.4.2 Federal I.D. Number and Hawaii General Excise Tax License I.D. Offeror shall submit its current Federal I.D. No. and Hawaii General Excise Tax License I.D. number in the space provided on Offer Form, page OF-1, thereby attesting that the Offeror is doing business in the State and that Offeror will pay such taxes on all sales made to the State.

### **3.5 PROPERTY OF STATE**

All proposals become the property of the State of Hawaii.

### **3.6 CONFIDENTIAL INFORMATION**

3.6.1 If an Offeror believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld from disclosure as confidential, then the Offeror shall inform the Procurement Officer named on the cover of this RFP in writing and provide written justification to support the Offeror's confidentiality claim. Price is not considered confidential and will not be withheld.

3.6.2 An Offeror shall request in writing nondisclosure of information such as designated trade secrets or other proprietary data Offeror considers to be confidential. Such requests for nondisclosure 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.

### **3.7 EXCEPTIONS**

Should Offeror take any exception to the terms, conditions, specifications, or other requirements listed in the RFP, Offeror shall list such exceptions in this section of the Offeror's proposal. Offeror shall reference the RFP section where exception is taken, a description of the exception taken, and the proposed alternative, if any. The State reserves the right to accept or not accept any exceptions.

No exceptions to statutory requirements of the AG General Conditions shall be considered.

### **3.8 PROPOSAL OBJECTIVES**

3.8.1 One of the objectives of this RFP is to make proposal preparation easy and efficient, while giving Offerors ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective.

3.8.2 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.

3.8.3 When an Offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Offeror has identified as necessary to successfully complete the obligations outlined in this RFP.

3.8.4 The proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this RFP as stated in Section 2.2 SCOPE OF WORK.

- 3.8.5 Offeror shall submit a proposal that includes an overall strategy, timeline and plan for the work proposed as well as expected results and possible shortfalls.

### **3.9 PROPOSAL FORMS**

- 3.9.1 To be considered responsive, the Offeror's proposal shall respond to and include all items specified in this RFP and any subsequent addendum. Any proposal offering any other set of terms and conditions that conflict with the terms and conditions providing in the RFP or in any subsequent addendum may be rejected without further consideration.

- 3.9.2 Offer Form, Page OF-1. Offer Form, OF-1 is required to be completed using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable, in the appropriate space on Offer Form, OF-1 (SECTION SEVEN, Attachment 1). Failure to do so may delay proper execution of the Contract.

The Offeror's authorized signature on the Offer Form, OF-1 shall be an original signature in ink, which shall be required before an award, if any, can be made. The submission of the proposal shall indicate Offeror's intent to be bound.

- 3.9.3 Offer Form, Page OF-2. Pricing shall be submitted on Offer Form OF-2 (SECTION SEVEN, Attachment 2). The price shall be the all-inclusive cost, including the GET, to the State. No other costs will be honored. Any unit prices shall be inclusive.

### **3.10 PROPOSAL CONTENTS**

Proposals must:

- 3.10.1 Include a transmittal letter to confirm that the Offeror shall comply with the requirements, provisions, terms, and conditions specified in this RFP.
- 3.10.2 Include a signed 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.
- 3.10.3 If subcontractor(s) 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:
- a. The general scope of work to be performed by the subcontractor;
  - b. The subcontractor's willingness to perform for the indicated.
- 3.10.4 Provide all of the information requested in this RFP in the order specified.

3.10.5 Be organized into sections, following the exact format using all titles, subtitles, and numbering, with tabs separating each section described below. Each section must be addressed individually and pages must be numbered.

- a. Transmittal Letter  
See SECTION SEVEN, Attachment 1, Offer Form OF-1.
- b. Experience and Capabilities.
  - 1) A complete, relevant, and current client listing.
  - 2) The number of years Offeror has been in business and the number of years Offeror has performed services specified by this RFP.
  - 3) A list of key personnel and associated resumes for those who will be dedicated to this project.
  - 4) A list of at least three (3) references from the Offeror's client listing that may be contacted by the State as to the Offeror's past and current job performance. Offeror shall provide names, titles, organizations, telephone numbers, email and postal addresses.
  - 5) A summary listing of judgments or pending lawsuits or actions against; adverse contract actions, including termination(s), suspension, imposition of penalties, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations against your firm. If none, so state.
  - 6) A list of sample projects and/or examples of plans that Offeror has completed, similar to the services described in this RFP.
- c. Proposal including an executive summary with a synopsis of the proposal highlights and the overall benefits to DHHL if accepted; overall strategy; timeline; expected results, including deliverables to be provided; and plan for each of the three TOD areas subject to this RFP.
- d. Cost of Services  
See SECTION SEVEN, Attachment 2, Offer Form OF-2.
- e. Exceptions.

### **3.11 RECEIPT AND REGISTER OF PROPOALS**

Proposals will be received and receipt verified by two or more procurement officials on or after the date and time specified in Section One, or as amended. Sealed proposals shall be time-stamped upon receipt.

The register of proposals and proposals of the Offeror(s) shall be open to public inspection upon posting of award pursuant to section 103D-701, HRS.

### **3.12 BEST AND FINAL OFFER (BAFO)**

If the State determines a BAFO is necessary, it shall request one from the Offeror. The Offeror shall submit its BAFO and any BAFO received after the deadline or not received shall not be considered.

### **3.13 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF OFFERS**

3.13.1 The Offeror may modify or withdraw a proposal before the proposal due date and time.

3.13.2 Any change, addition, deletion of attachment(s) or data entry of an Offer may be made prior to the deadline for submittal of offers.

### **3.14 MISTAKES IN PROPOSALS**

3.14.1 Mistakes shall not be corrected after award of contract.

3.14.2 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.

3.14.3 Once discussions are commenced or after best and final offers are requested, any priority-listed Offeror may freely correct any mistake by modifying or withdrawing the proposal until the time and date set for receipt of best and final offers.

3.14.4 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.

3.14.5 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.

## **SECTION FOUR**

### **EVALUATION CRITERIA**

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 State based on the evaluation criteria listed in this section.

**The total number of points used to score this contract is 100.**

- 1) Cost of services (20)
- 2) Previous experience and capability (25)
  - a. Number of years in the business and number of years performing services specified in this RFP
  - b. Reference and client listings
  - c. Key personnel and resumes
  - d. Sample projects and/or examples of written plans, organizational charts, contact trees, etc.
- 3) Requirements: How well the proposal meets the requirements of Section 2.2 (25)
- 4) Project Proposal (30)
  - a. Executive summary
  - b. Methodology
  - c. Timeline
  - d. Expected results, including a list of deliverables to be provided
  - e. Possible shortfalls

## SECTION FIVE

### **OFFEROR SELECTION AND CONTRACT AWARD**

#### **5.1 EVALUATION OF PROPOSALS**

The Procurement Officer, or an evaluation committee of at least three (3) qualified State employees selected by the Procurement Officer, shall evaluate proposals. The evaluation will be based solely on the evaluation criteria set out in Section Four of this RFP.

Prior to holding any discussion, a priority list shall be generated consisting of offers determined to be acceptable or potentially acceptable. However, proposals may be accepted without such discussions.

If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may limit the priority list to the three highest ranked, responsible Offerors.

#### **5.2 DISCUSSION WITH PRIORITY LISTED OFFERORS**

The State may invite priority listed Offerors to discuss with their proposals to ensure thorough, mutual understanding. The State in its sole discretion shall schedule the time and location for these discussions, generally within the timeframe indicated in *RFP Schedule and Significant Dates*. The State may also conduct discussions with priority listed Offerors to clarify issues regarding the proposals before requesting Best and Final Offers, if necessary.

#### **5.3 AWARD OF CONTRACT**

**Method of Award.** Award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the State based on the evaluation criteria set forth in the RFP.

#### **5.4 RESPONSIBILITY OF OFFERORS**

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

1. Chapter 237, General Excise Tax Law;
2. Chapter 383, Hawaii Employment Security Law;
3. Chapter 386, Worker's Compensation Law;
4. Chapter 392, Temporary Disability Insurance;
5. Chapter 393, Prepaid Health Care Act; and
6. §103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.
7. General Conditions (AG-008 103D)

The State will verify compliance on Hawaii Compliance Express (HCE).

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

Vendors/contractors/service providers should register with (HCE) prior to submitting an offer at <https://vendors.ehawaii.gov>. The annual registration fee is \$12.00 and the 'Certificate of Vendor Compliance' is accepted for the execution of contract and final payment.

**Timely Registration on HCE.** Vendors/contractors/service providers are advised to register on HCE soon as possible. If a vendor/contractor/service provider is not compliant on HCE at the time of award, an Offeror will not receive the award.

## **5.5 PROPOSAL AS PART OF THE CONTRACT**

This RFP and all or part of the successful proposal may be incorporated into the contract.

## **5.6 PUBLIC EXAMINATION OF PROPOSALS**

Except for confidential portions, the proposals shall be made available for public inspection upon posting of award pursuant to HRS §103D-701.

If a person is denied access to a State procurement record, the person may appeal the denial to the office of information practices in accordance with HRS §92F-42(12).

## **5.7 DEBRIEFING**

Pursuant to HAR §3-122-60, a non-selected Offeror may request a debriefing to understand the basis for award.

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

Any protest by the requestor following a debriefing, shall be filed within five (5) working days, as specified in HAR §103D-303(h).

## **5.8 PROTEST PROCEDURES**

Pursuant to HRS §103D-701 and HAR §3-126-3, an actual or prospective Offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Any protest shall be submitted in writing to the Procurement Officer at:

Jobie M.K. Masagatani, Procurement Officer  
Department of Hawaiian Home Lands  
91-5420 Kapolei Parkway  
Kapolei, Hawaii, 96707

A protest shall be submitted in writing 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) working days after the posting of award or if requested, within five (5) working days after the PO's debriefing was completed.

The notice of award, if any, resulting from this solicitation shall be posted on the Procurement Awards, Notices and Solicitations (PANS), which is available on the SPO website: <http://www.hawaii.gov/spo2/source/>.

## **5.9 APPROVALS**

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

## **5.10 CONTRACT EXECUTION**

Successful Offeror receiving award shall enter into a formal written contract. No performance or payment bond is required for this contract.

No work is to be undertaken by the Contractor prior to the effective date of contract. 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.

## **5.11 INSURANCE**

5.11.1 Prior to the contract start date, the Offeror shall procure at its sole expense and maintain insurance coverage acceptable to the State in full force and effect throughout the term of the Contract. The Offeror shall provide proof of insurance for the following minimum insurance coverage(s) and limit(s) in order to be awarded a contract. The type of insurance coverage is listed as follows:

1. Commercial General Liability Insurance

Commercial general liability insurance coverage against claims for bodily injury and property damage arising out of all operations, activities or contractual liability by the Offeror, its employees and subcontractors during the term of the Contract. This insurance shall include the following coverage and limits specified or required by any applicable law: bodily injury and property damage coverage with a minimum of \$1,000,000 per occurrence; personal and advertising injury of \$1,000,000 per occurrence; broadcasters' liability insurance of \$1,000,000 per occurrence; and with an aggregated limit of \$2,000,000. The commercial general liability policy shall be written on an occurrence basis and the policy shall provide legal defense costs and expenses in addition to the limits of liability stated above. The Offeror shall be responsible for payment of any deductible applicable to this policy.

2. Automobile Liability Insurance

Automobile liability insurance covering owned, non-owned, leased, and hired vehicles with a minimum of \$1,000,000 for bodily injury for each person, \$1,000,000 for bodily injury for each accident, and \$1,000,000 for property damage for each accident.

3. Appropriate levels of per occurrence insurance coverage for workers' compensation and any other insurance coverage required by Federal or State law.

5.11.2 The Offeror shall deposit with the DHHL, on or before the effective date of the Contract, certificate(s) of insurance necessary to satisfy the DHHL that the provisions of the Contract have been complied with, and to keep such insurance in effect and provide the certificate(s) of insurance to the DHHL during the entire term of the Contract. Upon request by the DHHL, the Offeror shall furnish a copy of the policy or policies.

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

5.11.4 The certificates of insurance shall contain the following clauses:

1. "The State of Hawaii is added as an additional insured as respects 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."

5.11.5. Failure of the Offeror to provide and keep in force such insurance shall constitute a material default under the Contract, entitling the State to exercise any or all of the remedies provided in the Contract (including without limitation terminating the Contract). The procuring of any required policy or policies of insurance shall not be construed to limit the Offeror's liability hereunder, or to fulfill the

indemnification provisions of the Contract. Notwithstanding said policy or policies of insurance, the Offeror shall be responsible for the full and total amount of any damage, injury, or loss caused by the Offeror's negligence or neglect in the provision of services under the Contract.

#### **5.12 PAYMENT**

Incremental payments shall be made to the awarded Contractor on a monthly basis, upon receipt of reports that meet the expectations of the RFP. The receipt of reports shall be due based on the timeline submitted by the Contractor in the proposal, or as amended. 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.

#### **5.13 CONTRACT INVALIDATION**

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

## SECTION SIX

### SPECIAL PROVISIONS

#### 6.1 OFFER GUARANTY

A proposal security deposit is NOT required for this RFP.

#### 6.2 INTELLECTUAL PROPERTY RIGHTS

The State reserves the right to unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the work product, and to transfer the intellectual property to third parties for State purposes.

#### 6.3 CERTIFICATION OF OFFEROR CONCERNING WAGES, HOURS AND WORKING CONDITIONS OF EMPLOYEES SUPPLYING SERVICES

All Offerors for service contracts shall comply with section 103-55, Hawaii Revised Statutes, which provides as follows:

Wages, hours, and working conditions of employees of CONTRACTOR supplying services: Before any prospective Offeror is entitled to submit any offer for the performance of any contract to supply services in excess of \$25,000 to any governmental agency, Offeror shall certify that the services to be performed will be performed under the following conditions:

Wages: The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work.

Compliance with labor laws: All applicable laws of the Federal and State governments relating to workers compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

No contract to perform services for any governmental contracting agency in excess of \$25,000 shall be granted unless all the conditions of this section are met. Failure to comply with the conditions of this section during the period of the contract to perform services shall result in cancellation of the contract.

It shall be the duty of the governmental contracting agency awarding the contract to perform services in excess of \$25,000 to enforce this section.

This section shall apply to all contracts to perform services in excess of \$25,000, including contracts to supply ambulance service and janitorial service.

This section shall not apply to:

- (1) Managerial, supervisory, or clerical personnel.



- (2) Contracts for supplies, materials, or printing.
- (3) Contracts for utility services.
- (4) Contracts to perform personal services under paragraphs (2), (3), (12), and (15) of section 76-16, paragraphs (7), (8), and (9) of section 46-33, and paragraphs (7), (8), and (12) of section 76-77, Hawaii Revised Statutes, (HRS).
- (5) Contracts for professional services.
- (6) Contracts to operate refreshment concessions in public parks, or to provide food services to educational institutions.
- (7) Contracts with nonprofit institutions.

## **SECTION SEVEN**

### **ATTACHMENTS AND APPENDIX**

- Attachment 1: OFFER FORM, OF-1
- Attachment 2: OFFER FORM, OF-2
- Attachment 3: OVERVIEW OF THE RFP PROCESS
- Appendix: EXHIBITS A-D

**OFFER FORM**

**OF-1**

**CONCEPTUAL PLANS FOR DEPARTMENT OF HAWAIIAN HOME LANDS ON OAHU FOR  
POTENTIAL TRANSIT-ORIENTED DEVELOPMENT  
RFP-16-HHL-002**

Procurement Officer  
Department of Hawaiian Home Lands  
91-5420 Kapolei Parkway  
Kapolei, Hawaii 96707

Dear Procurement Officer:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Conditions, by reference made a part hereof and available upon request; 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, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

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

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

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

Federal I.D. No. \_\_\_\_\_

Payment address (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**

**Cost for Services**

The cost for services shall be based on an hourly rate. Should more than one hourly rate be provided, please provide the percentages for each person who will provide services under this RFP totaling 100%.

The hourly rates and the percentages you provide will be used in determining your proposal cost. The lowest cost proposal will automatically receive the maximum number of points allocated to cost for services, 20 points. The point allocations for cost on the other proposals will be determined through the method set out as follows:

$[\text{Lowest Cost Proposal} \times 20 \text{ points (maximum)}] \div \text{Offeror's Proposal Cost} = \text{Points}$

<u>Position</u>	<u>Hourly Rate</u>	<u>Percentage</u>
<u>Total Percentage</u>		<u>100%</u>

TOTAL COST OF SERVICES (based on the hourly rates above): \$ \_\_\_\_\_

Offeror \_\_\_\_\_  
Name of Company

## **OVERVIEW OF THE RFP PROCESS**

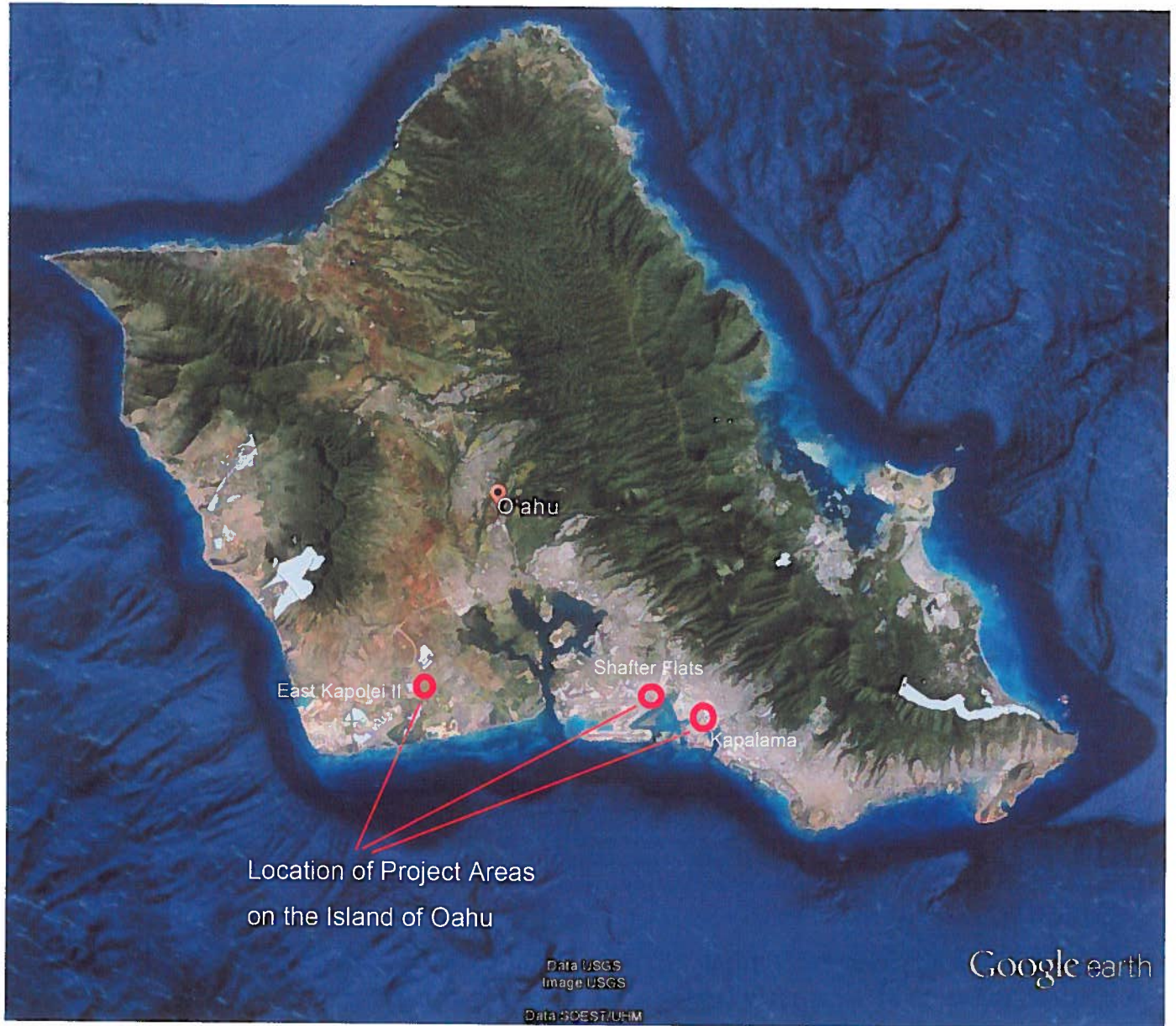
- 5.1 The RFP is issued pursuant to Subchapter 6 of HAR Chapter 3-122, implementing HRS §103D-303.**
- 5.2 The procurement process begins with the issuance of the RFP and the formal response to any written questions or inquiries regarding the RFP. Changes to the RFP will be made only by Addendum.**
- 5.3 Proposals shall be received at the Department of Hawaiian Home Lands – Kapolei Office. 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.**
- 5.4 The Procurement Officer, or an evaluation committee approved by the Procurement Officer, shall evaluate the proposals in accordance with the evaluation criteria in Section Four.**
- 5.5 Proposals may be accepted on evaluation without discussion. However, if deemed necessary, 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 responsible Offerors who submitted the highest-ranked proposals. The objective of these discussions is to clarify issues regarding the Offeror's proposal before the BAFO is tendered.**
- 5.6 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.**
- 5.7 Following any discussions, Priority Listed Offerors will be invited to submit their BAFO, if required. The Procurement Officer or an 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.**
- 5.8 The date and time for Offerors to submit their BAFO, if any, is indicated in Section 1.4, RFP Schedule and Significant Dates. If Offeror does not submit a notice of withdrawal or a BAFO, the Offeror's immediate previous offer shall be construed as its BAFO.**
- 5.9 After receipt and evaluation of the BAFOs in accordance with the evaluation criteria in Section Four, 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 Four.

- 5.10 The contents of any proposal shall not be disclosed during the review, evaluation, or discussion. Once 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 should be identified by the Offerors and shall be excluded from access.
- 5.11 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.
- 5.12 The RFP, any addenda issued, and the successful Offeror's proposal shall become a part of the contract. All proposals shall become the property of the State of Hawaii.

# **APPENDIX**



Google earth

miles 20  
km 30



Exhibit "A"





Google earth

miles 1  
km 1

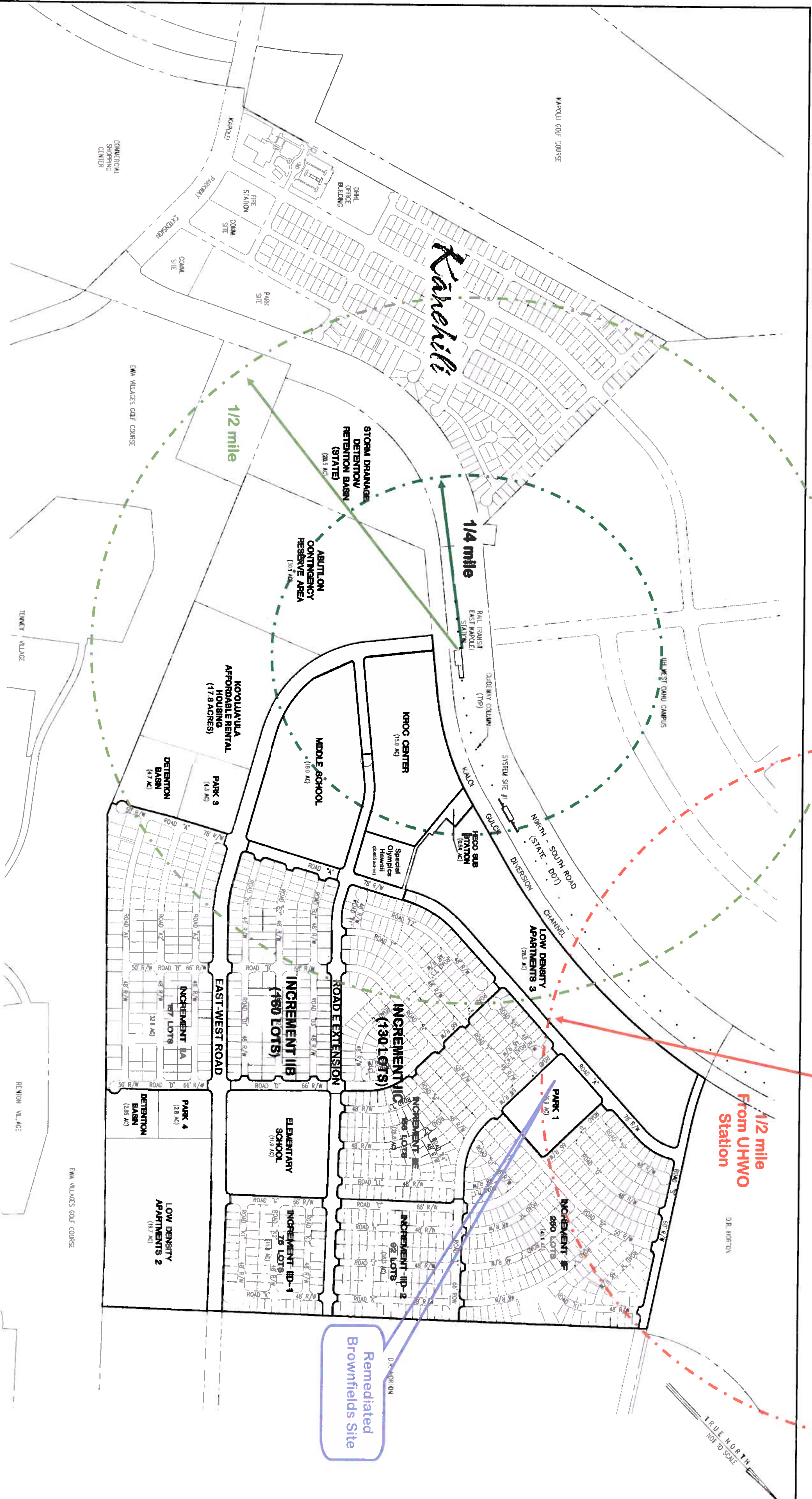


Approximate Location of East Kapolei II Parcels









**EAST KAPOLEI II - ROADWAY MASTER PLAN**

HONOLULU, EWA, OAHU, HAWAII

PREPARED BY: COMMUNITY PLANNING AND ENGINEERING  
FOR: DEPARTMENT OF HAWAIIAN HOME LANDS

NTT TO SCALE

PRELIMINARY-SUBJECT TO CHANGE

Exhibit "B-1" continued

Exhibit "B-1" continued

East Kapolei Parcels:

<b>Tax Map Key</b> (Assessor's Parcel Number)	<b>Street Address</b>	<b>Lease Expires</b>
9-1-017-110 (portion)	N/A	N/A





Google earth

feet 1000  
meters 500



Location of Shafter Flats Parcels

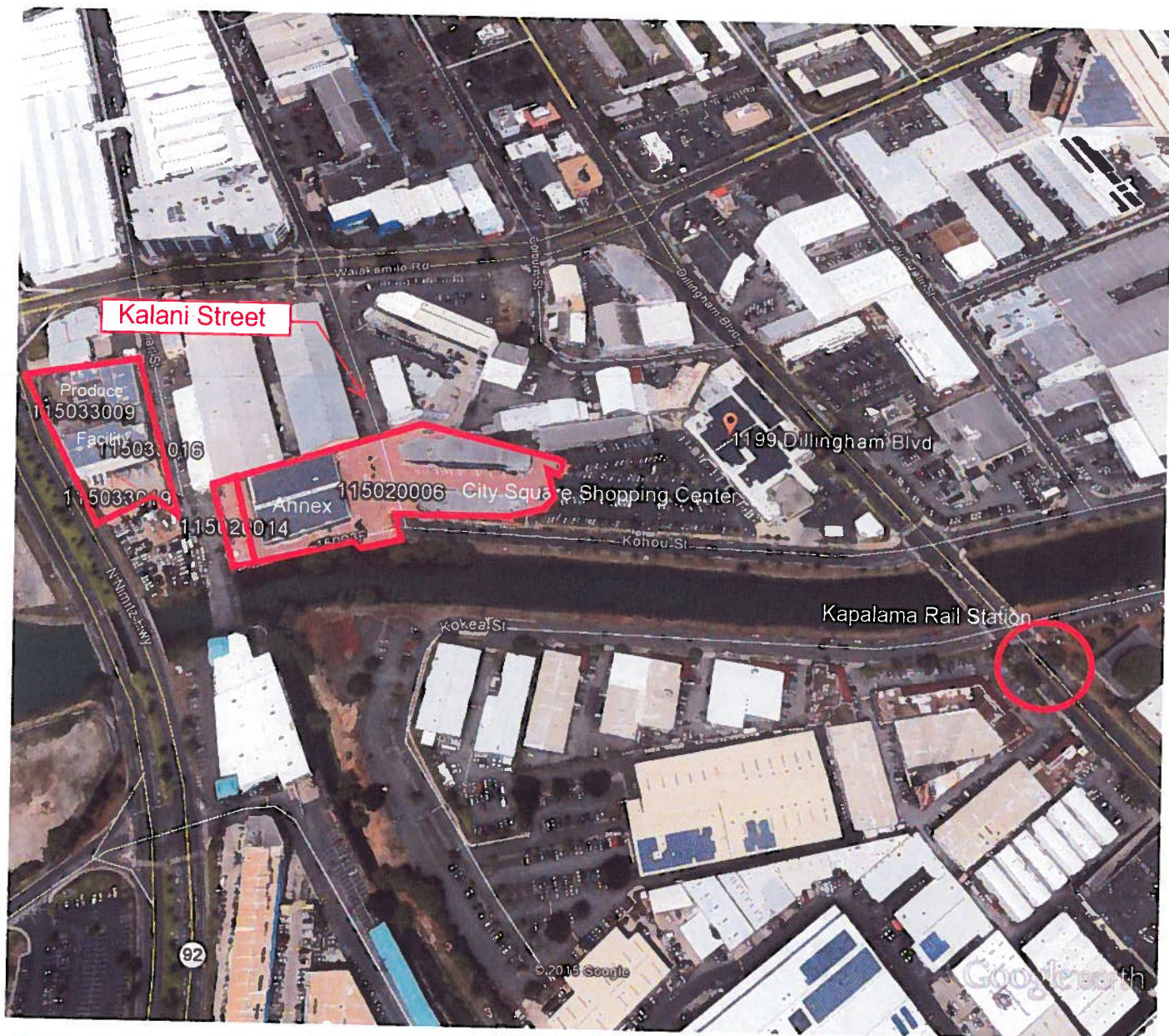
Exhibit "C"

# Exhibit "C" continued

## Shafter Flats Parcels:

<b>Tax Map Key</b> (Assessor's Parcel Number)	<b>Street Address</b>	<b>Lease Expires</b>
1-1-064-008	2722 Kilihau St	2022
1-1-064-009	636 Kakoi St	2022
1-1-064-010	650 Kakoi St	Short Term
1-1-064-011	664 Kakoi St	2064
1-1-064-012	680 Kakoi St	2022
1-1-064-013	710 Kakoi St	2022
1-1-064-014	707 Kakoi St	2022
1-1-064-015	689 Kakoi St	2022
1-1-064-016	663 Kakoi St	2022
1-1-064-017	653 Kakoi St	2022
1-1-064-018	2706 Kilihau St	Short Term
1-1-064-019	2696 Kilihau St	2022
1-1-064-020	2688 Kilihau St	2022
1-1-064-021	2678 Kilihau St	2022
1-1-064-022	2670 Kilihau St	2022
1-1-064-031	2627 Kilihau St	2025
1-1-064-032	2645 Kilihau St	Short Term
1-1-064-033	2669 Kilihau St	Short Term
1-1-064-034	2646 Kilihau St	2025
1-1-064-035	2632 Kilihau St	2025





Location of Kapalama Parcels

Exhibit "D"

Exhibit "D" continued

Kapalama Parcels:

<b>Tax Map Key</b> (Assessor's Parcel Number)	<b>Street Address</b>	<b>Lease Expires</b>
1-5-020-014 (0.14 acre)	1250 Hart St	2029
1-5-020-006 (2.75 acres)	1287 Kalani St	2045
1-5-033-009 (1.57 acres)	1321 Hart St	2070