



State of Hawai'i

REQUEST FOR PROPOSALS

OHA RFP NO. KM 2017-08

FOR A

**REAL ESTATE BROKERAGE TO MANAGE AND LEASE THE
OFFICE OF HAWAIIAN AFFAIRS' KAKA'AKO MAKAI
PROPERTIES**

ISSUED DATE: May 19, 2017

DUE DATE: July 7, 2017 12:00 Noon HST

The Office of Hawaiian Affairs
560 North Nimitz Highway, Suite 200
Honolulu, Hawai'i 96817

Notice to Interested Parties: Offerors interested in submitting a proposal are encouraged to register your company by completing the Interest Form and submitting it to the OHA's Issuing Officer via email, mail and/or hand delivery. If you do not register your company, you will not receive an addendum, if any, and your offer may be rejected and not considered for award.

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Notice to Offerors

(Chapter 103D, Hawai'i Revised Statutes)

REQUEST FOR PROPOSALS RFP NO. KM 2017-08
FOR

REAL ESTATE BROKERAGE TO MANAGE AND LEASE THE OFFICE OF HAWAIIAN AFFAIRS' KAKA'AKO MAKAI PROPERTIES

Notice is hereby given that pursuant to Chapter 103D, Hawai'i Revised Statutes (hereinafter "HRS"), as amended, the Office of Hawaiian Affairs (hereinafter "OHA"), will be accepting sealed proposals for managing and leasing the OHA's Kaka'ako Makai properties. A proposal shall incorporate plans to manage, coordinate and supervise the conduct of the ordinary and usual business affairs pertaining to commercial leasing.

This Request for Proposal (hereinafter "RFP") is provided to you for information purposes. If you are interested in responding to this solicitation, you may download the RFP from the OHA website at www.oha.org/solicitation, SPO website <http://spo3.hawaii.gov/notices/notices> and/or pick up a copy at the OHA's Procurement Unit on O'ahu, located at 560 North Nimitz Highway, Suite 200, Honolulu, Hawai'i 96817, between the hours of 7:45 a.m. to 4:30 p.m. beginning **Friday, May 19, 2017**.

The OHA's Procurement Unit will conduct a Pre-Proposal Conference from 9:30 a.m. to 11:00 a.m. Hawai'i Standard Time (hereinafter "HST") on **Monday, June 5, 2017**. The OHA strongly recommends that all interested Offerors attend. For those interested in attending via web conferencing, please contact the RFP Coordinator listed below no later than **12:00 Noon HST, Thursday, June 1, 2017**.

Sealed proposals will be received at the OHA's Reception Desk located at 560 North Nimitz Highway, Suite 200, Honolulu, Hawai'i, 96817, until **12 Noon HST, Friday, July 7, 2017**.

Any unsealed, electronic mail, and facsimile transmitted proposals shall not be accepted. The official time for hand-delivered proposals shall be that which is recorded on the time stamp clock of the OHA. Deliveries by private mail services, such as Federal Express, shall be considered hand deliveries. All mail-in proposals delivered/postmarked by the United States Postal Service must be received by the OHA Reception Desk on or before 12:00 Noon HST the day of the deadline.

The OHA reserves the right to reject any and all proposals and accept the proposals, in whole or part, without liability to the OHA, when it is determined to be in the best interest of the OHA. Questions relating to this solicitation shall be directed to the RFP Coordinator, Charmaine Matsuura at (808) 594-0273.

OFFICE OF HAWAIIAN AFFAIRS


Kamana'opono M. Crabbe, Ph.D.

Its Ka Pouhana, Chief Executive Officer, Head of Purchasing Agency

RFP NO. KM 2017-08

INTEREST FORM

For

REQUEST FOR PROPOSAL (hereinafter "RFP") KM 2017-08: REAL ESTATE BROKERAGE TO MANAGE AND LEASE THE OFFICE OF HAWAIIAN AFFAIRS' KAKA'AKO MAKAI PROPERTIES

INSTRUCTIONS: Please complete this form and leave original at the OHA's Procurement Unit where you picked up your RFP packet. A receipt containing important dates, times and information will be given you. If the RFP was downloaded from the OHA's website, please complete and e-mail or mail this form to the RFP coordinator.

Read this packet carefully. If you have any questions, please call Charmaine Matsuura at (808) 594-0273.

Interest Form	Due by 12:00 Noon HST on Thursday, June 1, 2017
RSVP for Pre-Proposal Web Conference	Thursday, June 1, 2017 by 12:00 Noon, HST RFP Coordinator: Charmaine Matsuura at (808) 594-0273, email: charmainem@oha.org
Pre-Proposal Conference	Monday, June 5, 2017, Pre-Proposal Conference from 9:30 a.m. to 11:00 a.m. HST. Location: OHA, 560 North Nimitz Highway, Suite 200, Honolulu, Hawai'i 96817.
Site Visit	Wednesday, June 7, 2017 10:00 a.m. to Noon HST. Location: Fisherman's Warf Parking Lot. If needed, a second site visit will be held from 1:00 p.m. to 3:00 p.m.
Sealed Proposal Deadline	Friday, July 7, 2017, by 12 Noon HST Submit at: OHA, 560 North Nimitz Highway, Suite 200, Honolulu, Hawai'i 96817

Date: _____

Company: _____

Address: _____

Contact Information

Business: _____ Cell: _____ Fax: _____

Email: _____

Name of Person Picking up Packet: Print: _____

Signature: _____

SECTION 1

Introduction, Terms, Acronyms and Key Dates

1.1 Introduction

In 1978, a State of Hawai‘i Constitutional Convention created the OHA to address historical injustices and challenges arising out of those circumstances. The convention delegates envisioned an agency that provides a form of self-determination for Native Hawaiians and advocate for their overall well-being.

The OHA was established through Article XII of the State Constitution. Chapter 10 of the Hawai‘i Revised Statutes outlines the OHA’s duties and purposes, including promoting and protecting the rights of Native Hawaiians.

1.2 Authority

This RFP is issued under the provision of §103D, HRS, as amended, and its companion Chapter 3-122, Hawai‘i Administrative Rules (hereinafter “HAR”). All Offerors are charged with presumptive knowledge of all requirements of these cited authorities. Submission of a proposal shall constitute affirmation of such knowledge on the part of the Offeror.

1.3 RFP Organization

This RFP is organized into seven (7) sections:

Section 1: Introduction, Terms, Acronyms and Key Dates – Provides Offerors with an overview of the procurement and contracting process.

Section 2: General Requirements – Provides the Offerors responsibilities as applicable.

Section 3: Scope of Work and Specifications – Provides Offerors with a general description of the tasks to be performed and defines the deliverables (as applicable).

Section 4: Proposal Format – Describes the required format and content for the proposal application.

Section 5: Evaluation Criteria – Describes how proposals will be evaluated.

Section 6: Contractor Selection and Contract Award – Describes how Contract will be awarded.

Section 7: Attachments and Exhibits – Provides the information and forms necessary to complete the application.

1.4 Terms and Acronyms

BAFO	Best and Final Offer
CEO	Chief Executive Officer

1.6 Website References

The State Procurement Office (hereinafter “SPO”) website is www.spo.hawaii.gov. (Note: Website addresses may change from time to time. If a link is not active, try the State of Hawai‘i website at www.hawaii.gov).

	For	Go to
1	Tax Clearance Forms (Department of Taxation Website)	http://www.hawaii.gov/tax/ click “Forms”
2	Wages and Labor Law Compliance, Section 103-055, HRS (Hawai‘i State Legislature website)	http://www.capitol.hawaii.gov/ click “Bill Status and Documents” and “Browse the HRS Sections”
3	Department of Commerce and Consumer Affairs, Business Registration	http://www.hawaii.gov/dcca click “Business Registration”
4	Campaign Spending Commission	www.hawaii.gov/campaign
5	Hawai‘i Compliance Express	http://vendors.ehawaii.gov/hce/splash/welcom.html
6	SPO Forms	http://spo.hawaii.gov

1.7 RFP Schedule and Significant Dates

The schedule below represents the OHA’s best estimate of the schedule that will be followed. All times indicated is 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 and issued in an addendum to the RFP. The OHA reserves the right to cancel any activity or modify the timetable at any time. The approximate schedule is as follows:

Release of Request for Proposals	May 19, 2017
Pre-Proposal Conference	June 5, 2017, 9:30 - 11:00 a.m. HST
Site Visit	June 7, 2017, 10:00 a.m. – Noon HST, 1:00 p.m. – 3:00 p.m. HST (if needed)
Due Date to Submit Questions	June 14, 2017
OHA’s Response to Questions	June 20, 2017
Proposals Due Date/Time	July 7, 2017, 12:00 Noon HST
Proposal Evaluations	July 10, 2017 – July 21, 2017
Offerors’ Presentation/Discussion (if necessary)	TBD
Best and Final Offer (if necessary)	TBD
Notice of Award	July, 2017
Contract Start Date	September, 2017

1.8 Pre-Proposal Conference

The purpose of the Pre-Proposal Conference is to provide the Offerors an opportunity to be briefed on this procurement and to ask any questions about this procurement.

Attendance to the Pre-Proposal Conference and site visit is not mandatory; however, the Offerors are encouraged to attend to gain a better understanding of the requirements of this RFP.

The 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 on Monday, June 5, 2017:

Time: 9:30 a.m. HST
Location: Office of Hawaiian Affairs
560 North Nimitz Highway, Suite 200
Honolulu, Hawai'i 96817

The site visit will be held on Wednesday, June 7, 2017.

Time: 10:00 a.m. – Noon HST
1:00 p.m. – 3:00 p.m. (if needed)
Location: Farmer's Market Parking Lot

To attend or participate in the web and teleconference conference, please contact the RFP Coordinator or his/her designee by 12:00 Noon HST, Thursday, June 1, 2017.

1.9 Submission of Questions

Offerors are encouraged to submit written questions pertaining to this RFP. Questions must be submitted in writing to the RFP Coordinator no later than the "Due Date to Submit Questions", identified in paragraph 1.7 on page 3, in order to generate an official answer.

All written questions will be responded to in an addendum to this RFP. The only official position of the OHA is that which is stated in writing and issued in this RFP as addenda thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response/statement and may not be relied upon as such.

1.10 RFP Amendments

The OHA reserves the right to amend this RFP at any time prior to the proposal submission deadline. Interested Offerors will be notified of the availability of amendments through verbal or written communications. All amendments to this RFP will be posted to the OHA website www.oha.org/solicitations and SPO website <http://spo3.hawaii.gov/notices/notices>.

1.11 Cancellation of RFP

The RFP may be canceled and any or all proposals rejected in whole or in part, without liability to the OHA, when it is determined to be in the best interest of the OHA.

1.12 Submission of Sealed Proposals

Sealed proposals must be received via hand delivery or the United States Postal Service (hereinafter "USPS") by the date and time designated in the procurement timeline. See Section 1.7 RFP Schedule and Significant Dates. Any procurement packet received after the designated date and time shall be rejected. All proposals must be in the OHA's possession by the submittal time deadline to be considered responsive. **Electronic mail and facsimile transmissions of the proposal shall not be accepted.**

The proposal packet must be submitted in a sealed envelope and properly identified as a sealed proposal in response to this RFP. Any RFP proposal packet **not properly sealed shall be automatically rejected.** Each qualified Offeror may submit only one (1) sealed proposal in response to this solicitation. More than one (1) sealed proposal will not be accepted from any Offeror. There shall be no exceptions to these requirements.

1.13 Rejection of Proposals

The OHA reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the problems involved and comply with the service specifications. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be rejected without further notice.

A proposal may be automatically rejected for any one (1) or more of the following reasons:

- 1) Cancellation of solicitation (HAR §3-122-95, HAR §3-122-96);
- 2) Rejection of an offer (HAR §3-122-97);
- 3) Reporting of anti-competitive practices (HAR §3-122-191, HAR §3-122-193, HAR §3-122-194, HAR §3-122-195);
- 4) Rejection for inadequate accounting system (HRS §103D-314(2));
- 5) Late proposals (HAR §3-122-16.08);
- 6) Inadequate response to request for proposals (HAR §3-122-95, HAR §3-122-96
- 7) Proposal not responsive (HAR §3-122-97(1) and HAR §3-122-97(2)); and
- 8) Offer not responsible (HAR §3-122-97(2)).

1.14 Notice of Award

The award of a Contract and allowed renewal(s) or extension(s) thereof, is subject to the approval by the OHA's Ka Pouhana, Chief Executive Officer, Head of Purchasing Agency (hereinafter "HOPA"), and subject to the availability of funding.

1.15 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.

1.16 Protest Procedures

Pursuant to HRS §103D-701 and HAR §3-126-4, 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:

Head of Purchasing Agency	Procurement Officer
Name: Kamana'o pono M. Crabbe, Ph.D.	Name: Phyllis Ono-Evangelista
Title: Ka Pouhana, Chief Executive Officer, Head of Purchasing Agency	Title: Procurement Manager
Address: Office of Hawaiian Affairs 560 North Nimitz Highway, Suite 200 Honolulu, Hawai'i 96817	Address: Office of Hawaiian Affairs 560 North Nimitz Highway, Suite 200 Honolulu, Hawai'i 96817

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 Procurement Officer's debriefing was completed.

1.17 Trade Secrets/Confidential Information

If an Offeror believes that any portion of their proposal contains information that should be withheld as confidential, the Offerors shall provide a written request for nondisclosure of designated proprietary data to be confidential and provide justification to support confidentiality. Such data shall accompany the proposal, shall be clearly marked, and shall be readily separable from the proposal packet to facilitate eventual public inspection of the non-confidential sections of the proposal packet. Note that price is not considered confidential and will not be withheld.

1.18 Intellectual Property Rights

The OHA 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 the OHA's purposes.

The Offeror understands that the information obtained from these efforts is the sole property of the OHA that any use of the information must be approved by the OHA and that any information, materials, etc. used to complete the project shall be returned to the OHA.

1.19 Offeror's Optional Services

The Offeror's optional services are defined as services and/or goods proposed by Offeror(s) that are not included in the "Scope of Work" of the RFP and would be considered enhancements thereof. Costs for the Offeror optional services selected by the OHA will be added to the total amount of Contract or be included in the Contract as an optional services item to be exercised by the OHA if and when elected.

1.20 Property of OHA

All proposals become the property of the OHA.

1.21 Proposal Objectives

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

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, clarity and content.

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.

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 3, Scope of Work and Specifications.

The 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.

The notice of award, if any, resulting from this solicitation shall be posted on the OHA website: www.oaha.org/solicitations and <http://spo3.hawaii.gov/notices/notices>.

END OF SECTION

SECTION 2

General Requirements

2.1 General Requirements

A. Principal Place of Business

The brokerage firm shall maintain a principal place of business located in this State from which the brokerage firm conducts business and where the brokerage firm's books and records are maintained. The place of business shall be in compliance with Chapter 467, HRS, and Chapter 99, HAR.

B. Furnishing Proof of Compliance

The Offeror(s) are advised that if awarded a Contract under this solicitation, the Offeror will be required to be in compliance with all laws and governing entities doing business in the STATE including HRS §103D-310(c) and the following additional HRS Chapters:

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

C. Hawai'i Business or Compliant Non-Hawai'i Business

The successful Offeror(s) shall be one (1) of the following:

1. Be registered and incorporated or organized under the laws of the State of Hawai'i (hereinafter "Hawai'i business").

Hawai'i business: A business entity referred to as a "Hawai'i business" is registered and incorporated or organized under the laws of the State of Hawai'i. 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 (hereinafter "DCCA"). A Hawai'i business doing business as a sole proprietorship is not required to register with the DCCA, 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 Hawai'i business.

2. Be registered to do business in the State of Hawai‘i (hereinafter “compliant non-Hawai‘i business”).

Compliant non-Hawai‘i business: A business entity referred to as a “compliant non-Hawai‘i business,” is not incorporated or organized under the laws of the State of Hawai‘i, but is registered to do business in the State. As evidence of compliance, the Offeror shall submit a CERTIFICATE OF GOOD STANDING.

D. Certificate of Vendor Compliance

The successful Offeror(s) shall demonstrate compliance with the following:

- 1) Tax Clearance, Form A-6
- 2) Department of Labor and Industrial Relations, Application for Certificate of Compliance, Form LIR#27; and
- 3) Certificate of Good Standing issued by the DCCA.

The successful Offeror(s) may demonstrate compliance of the above by using the Hawai‘i Compliance Express (hereinafter “HCE”). The HCE services allow business to register online through a simple wizard interface at:

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

The HCE provides the successful Offeror(s) with a “Certificate of Vendor Compliance” with current compliance status as of the issuance date, accepted for both contracting purposes and final payment. Businesses that elect to use the HCE services will be required to pay an annual fee of \$12.00 to the Hawai‘i Information Consortium, LLC (hereinafter “HIC”).

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.

E. Funding Sources and Period of Availability

The sources of funding for the OHA’s Trust Funds, as stipulated in the OHA’s Annual Budget for Fiscal Year (hereinafter “FY”) 2018, is from July 1, 2017 to June 30, 2018. The award of this Contract is subject to the availability of these funds. Any and all supplemental agreement(s) for additional funds shall be subject to the availability of funds.

F. Multiple or Alternate Proposals (Refer to HAR §3-122-4)

- Allowed Not allowed

- G. Single or Multiple Contracts to be Awarded (Refer to HRS §103D-322)
 Single Multiple Single & Multiple
- H. Single or Multi-Term Contracts to be Awarded (Refer to HRS §103D-315)
 Single term (2 years or less) Multi-term (more than 2 years)

I. Contract Terms

Initial term of Contract:	Twenty-four (24) months
Length of each extension	Up to twelve (12) months, may be less than twelve (12) months when it is in the best interest of the OHA
Maximum length of Contract:	Not to exceed sixty (60) months

J. Conditions for Contract Extensions

The Contract for the proposed services may be extended without the necessity of re-procuring, subject to appropriation and availability of the OHA funds, continued need for the services, and the OHA's determination of satisfactory performance of the contracted organization, unless the Contract was terminated.

The option to extend the service will be offered in writing by the OHA prior to the expiration of the Contract. No supplementary agreement shall be binding upon the OHA until the supplemental agreement has been fully and properly executed by all parties thereto prior to the start date of the supplemental agreement. The contracted organization shall not provide any services until the supplemental agreement is fully and properly executed.

The Contract resulting from this RFP is intended to commence in September 2017 and expire twenty-four (24) months later, subject to the availability of funds. Unless terminated, the Contract may be extended by a written amendment signed by both parties for up to twelve (12) months each time when in the best interest of the OHA, not to exceed a maximum period of sixty (60) months. The amount of money to be contracted under this Contract may be adjusted at the beginning of each extension period and shall be subject to appropriation and availability of funds.

When the interest of the OHA or the Contractor so require, the OHA or the Contractor may terminate the Contract for convenience by providing forty-five (45) calendar days prior written notice to the other party.

K. Additional Services and Fees

For services not described in the Contract, the Contractor and the OHA shall negotiate for additional needed services and fees which may arise during the

course of the Contract. All agreements shall be in writing, executed by all parties, and shall be attached to the Contract as an amendment to expire at the same time as the original Contract or subsequent extension period.

L. Other Financial Related Materials - Accounting System

To determine the adequacy of an interested Offeror's accounting system, as described under the administrative rules, the Offeror shall submit a copy of their most recent financial audit as part of the proposal application.

M. Laws, Rules, Ordinances and Regulations

Reference to Federal, State, City, and County laws, ordinances, rules and regulations, and standard specifications shall include any amendments thereto in effect as of the date in this RFP.

2.2 Insurance

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

A. 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 successful 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:

- 1) Bodily injury and property damage coverage with a minimum of \$1,000,000 per occurrence;
- 2) Personal and advertising injury of \$1,000,000 per occurrence; and
- 3) 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 successful Offeror shall be responsible for payment of any deductible applicable to this policy.

B. 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.

C. Professional Liability Insurance

Professional liability insurance policy shall be maintained with a limit of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate which shall provide for losses as a result of the successful Offeror's negligent acts, errors or omissions.

D. Workmen's Compensation Coverage

The policy shall include coverage required by the State of Hawai'i and include Part B coverage as follows: Employers Liability with limits of \$100,000 for each accident, \$500,000 disease policy limit, and \$100,000 disease policy limit per employee.

E. The Certificate of Insurance shall contain the following clauses:

- 1) "Added insured – State of Hawai'i, the OHA, its Trustees, OHA's employees, representatives and agents."
- 2) "It is agreed that any insurance maintained by OHA shall apply in excess of, and not contribute with, insurance provided by this policy."

Failure of the successful Offeror to provide and keep in force such insurance shall constitute a material default under the Contract, entitling the OHA 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 successful Offeror's liability hereunder, or to fulfill the indemnification provisions of the Contract.

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

2.3 HRS §97: Limitations of Lobbying Activities

Per HRS §97-1(7): "Lobbying means communicating directly or through an agent, or soliciting others to communicate, with any official in the legislative or executive branch, for the purpose of attempting to influence legislative or administrative action or a ballot issue".

Per HRS §97-5: “No lobbyist shall accept or agree to accept any payment in any way contingent upon the defeat, enactment, or outcome of any proposed legislative or administrative action”.

Therefore, anytime the Offeror, whose time is spent researching data or information specific to the testimony to be provided, drafting and providing testimony or participates in discussions with legislators or government employees or officials in support or opposition of any pending legislation, is not allocable to State Contracts and cannot be charged to the OHA for the purposes of the contracted services. The time spent in such lobbying activities must be cost-allocated and cannot be paid for by the State and/or the OHA’s funds. Such activities are clearly not within the scope of the Contract, nor are they allowed to be within the scope.

2.4 Wages, Hours, and Working Conditions

All Offerors for service Contracts shall comply with Section §103-55, HRS, which provides as follows:

Wages, hours, and working conditions of employees of the Offeror 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 shall 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 shall 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 Contract to perform services shall result in cancellation of the Contract, unless such noncompliance is corrected within a reasonable period as determined by the Procurement Officer. Final payment of a Contract or release of bonds or both shall not be made unless the Procurement Officer has determined that the noncompliance has been corrected.

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, 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.

2.5 Specific Qualifications and Requirements

- A. The Offeror's requirements shall include, but may not be limited to, the following:
 1. The Offeror must be a Licensed Real Estate Brokerage with State of Hawai'i Department of Commerce and Consumer Affairs' (hereinafter "DCCA") Real Estate Branch for a minimum of ten (10) years.
 2. All Broker(s), property manager(s) and staff assigned to this Contract shall have prior experience in multi-property portfolios.
 3. All Offeror's brokers, property managers and agents assigned to this Contract shall be active Real Estate Brokers, Salespersons, and licensees.
 - a. All brokerage licensees and staff shall not have been convicted of any felonies and any "white collar" or financial crimes in nature.
 4. The Offeror's Leasing Broker/Agent(s) assigned to this Contract shall have prior experience in leasing industrial and commercial-retail leasing.
- B. The Offeror's qualifications shall include, but may not be limited to, the following:
 1. The Offeror shall demonstrate prior experience/transactions with various State of Hawai'i departments or other self-sufficient State Agency (i.e. University of Hawai'i, Aloha Stadium Authority, Hawaii Community Development, OHA, etc.) in the past five (5) years.
 2. The Offeror shall provide a list of properties and their description whom they have had prior experience with the State or Hawai'i or other self-sufficient State Agency (i.e. University of Hawai'i, Aloha Stadium Authority, Hawaii Community Development, OHA, etc.) as a client.

3. The Offeror's Leasing Broker/Agent(s) assigned to this Contract shall continually have up-to-date market trends and leasing comparable studies in the industrial and commercial retail sectors available to share with the OHA.
4. The Offeror shall have or shall hire staff dedicated to creating, preparing, and delivering all accounting and financial reports to the OHA.
5. Proficiency with MS Word, MS Excel, MS Project, and Adobe Acrobat.

2.6 Economy of Presentation

Proposals shall be prepared in a straightforward and concise manner, and describe the offering(s) and capabilities in a format that is reasonably consistent and appropriate to the purpose. Emphasis shall be on completeness and clarity of content. If any additional information is required by the OHA regarding any aspect of the Offeror's proposal, it shall be provided within seven (7) business days after request.

2.7 Oral Presentation

Respondents to this RFP may be required to make an oral presentation of their proposal to ensure a thorough and mutual understanding. The OHA shall schedule the time and location for these presentations (if required) which occurs normally within ten (10) days following the proposals due date.

Failure to provide an oral presentation of their proposal to the OHA will result in the Offeror's proposal being rejected without further consideration.

2.8 Offeror's Authority to Submit an Offer

The OHA shall 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.

2.9 Proposal Preparation Costs

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 OHA shall not reimburse such costs.

2.10 Tax Liability

Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. The Contractor is advised that they are liable for the Hawai'i General Excise Tax (hereinafter "GET") at the current 4.712% for sales made on O'ahu, and at the 4.167% rate for the islands of Hawai'i, Maui, Moloka'i, and Kaua'i. 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, the Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

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

END OF SECTION

SECTION 3

Scope of Work and Specifications

3.1 Background

On February 28, 2012, an Agreement was signed between the OHA and the State of Hawai'i (hereinafter "STATE") to resolve, finally and completely, any and all claims, disputes and controversies relating to the OHA's portion of the income and proceeds from the public land trust lands under sections 4 and 6 of article XII of the State Constitution, and any related statute or act, between November 7, 1978 up to and including June 30, 2012.

In 2012, the OHA acquired ten (10) parcels of land located in Kaka'ako Makai from the State to settle the claim or money owed to the OHA from the use of Public Land Trust from 1978 to 2012. Under the law signed by the Governor, the STATE transferred deeds to ten (10) parcels of land in Kaka'ako Makai to the OHA after July 1, 2012 when the law went into effect. Currently, the parcels generate about \$1.1 million per year. It costs the Hawai'i Community Development Authority (hereinafter "HCDA"), which currently manages the land, more than \$200,000 a year to manage and maintain the parcels. The current revenue is expected to be used in the master planning process to develop the parcels.

During the time of the transference of land until today, parcels F & G have merged resulting in a total of nine (9) parcels. Details of each parcel are provided. See Exhibit B – Map of Parcels to be Managed and Leased.

The OHA desires to retain a property manager and leasing agent contractor for the parcels of property known as Kaka'ako Makai, located in Honolulu, Hawai'i.

3.2 Overview, Purpose and Need

A. Overview

Kaka'ako Makai consists of approximately thirty (30) acres of largely waterfront property that was conveyed to the OHA by Act 15 of the 2012 State of Hawai'i Legislative Sessions as part of a settlement over longstanding claims for past-due revenue owed from the Public Land Trust. The approximate \$200 million land value represents Native Hawaiians' share of revenues from the STATE's use of lands in the Public Land Trust.

B. Purpose

In September of 2012, the Board of Trustees approved the Kaka'ako Makai Policies which laid out the following policies:

1. Create synergy between the OHA's Kaka'ako Makai parcels and the OHA's vision and strategic priorities;
2. Ensure that cultural and stewardship values drive/provide the base for design and use decisions;
3. Balance near-term revenue stream with long-term financial and strategic goals and decisions;
4. Create a Hawaiian Sense of Place;
5. Balance Pono and Commerce;
6. Develop a timely, accountable process; and
7. Exercise appropriate leadership and management.

In 2015, the OHA's Commercial Property Management updated its Standard Operating Procedures (hereinafter "SOP") which it follows and adheres to for all its commercial properties. The Offeror shall also adhere to both the Kaka'ako Makai Policy and the SOPs throughout the term of the Contract. See Exhibit A – OHA's Commercial Property Management Standard Operating Procedures.

C. Need

1. Leasing for the OHA's Kaka'ako Makai Properties

In order to maximize the profitability of the OHA's properties in Kaka'ako Makai, the OHA needs a Leasing Broker to procure tenants to lease its lands. The Leasing Broker shall report to the OHA's Commercial Property Management staff all leasing activities that shall include, but may not be limited to: lease negotiations, property marketing, tenant move ins/outs, lease document delivery, and lease administration.

2. Property Management for the OHA's Kaka'ako Makai Properties

The Property Manager shall manage, maintain, repair and preserve the value of the OHA's properties in Kaka'ako Makai. The OHA needs a licensed Property Manager to oversee the day to day management and coordinate repairs/improvements as necessary, as well as provide accurate financial accounting and reporting to the OHA.

3.3 Timeframe

The selected Offeror will have twenty-seven (27) months from the notice to proceed to complete the scope of work. Maximum length of the Contract is sixty-three (63) months.

3.4 Scope of Work

The following section reflects the OHA's substantive expectations relative to specific areas of leasing and managing the parcels owned by the OHA located in Kaka'ako Makai. The OHA Contract Coordinator will meet/communicate with the successful Offeror to clarify any part of this sections as requested by the successful Offeror. The requirements shall include, but may not be limited to:

A. LEASING

EXCLUSIVE AGENCY TO LEASE PROPERTIES.

The SOP and property packet shall be comprised of Exhibit A - OHA's Commercial Property Management Standard Operating Procedures, Exhibit B – Map of Parcels to be Managed and Leased and Exhibit C – Description of Parcels.

The Offeror shall perform the following leasing duties with respect to the commercial properties on terms and conditions satisfactory to the OHA and in accordance with the SOP that shall include, but may not be limited to, the following:

1. General Duties

- a. Engage in the business of leasing the OHA properties by managing, coordinating, and supervising the conduct of the ordinary and usual business affairs pertaining to commercial leasing;
- b. Research, evaluate, and provide comprehensive market analysis, as requested by the OHA;
- c. Procure prospective Lessees to lease the OHA properties;
- d. Negotiate terms on behalf of, or in conjunction with, the OHA in Lease, license, right-of-entry or other agreement's negotiation;
- e. Collect security deposits (if applicable) and Certificates of Insurance and verify with agreed upon terms;
- f. Make recommendations to the OHA on the following:
 - 1) Lease terms;
 - 2) Base rent;
 - 3) Options and extension terms;
 - 4) Tenant improvement requests;
 - 5) Capital improvements;
 - 6) Special conditions; and
 - 7) Marketing of properties.
- g. Meet with the OHA on a monthly basis to present and submit a monthly leasing report, all leasing activity and commercial real estate market updates that may impact the properties; and

- h. Assist the Property Manager with the Tenant move ins and move outs in accordance with the terms of the relative Lease, license, right-of-entry, or other agreement.

2. Marketing

- a. The Offeror, at its sole expense, shall fully cooperate with the brokerage community and implement a comprehensive marketing program. The marketing program should include the following components:
 - 1) Direct Tenant Solicitation: The Offeror shall commence a canvassing campaign, which breaks down as follows:
 - a) *Specialized List Canvassing*: The Offeror shall reach out to major contractors, automotive dealerships, and other large clean storage users who may be in need of space in the area; and
 - b) *Soliciting Current Clients*: The Offeror shall contact its current clients if they would like to expand their businesses into Kaka'ako.
 - 2) Broker Solicitation: The Offeror shall alert the commercial real estate community to the specific details of the availabilities by distributing marketing materials on a monthly basis to other brokers;
 - 3) Internet: The Offeror shall utilize its website to provide worldwide access to information about specific listings and background information about the property;
 - 4) LoopNet: The Kaka'ako Makai property shall be listed as a premium listing on LoopNet, the online commercial property listing service used most by the commercial real estate community in Hawai'i. LoopNet has the broadest market coverage of any listing service on the Internet and delivers the widest possible exposure for properties listings;
 - 5) Listings Email: The Offeror shall distribute a monthly listings report showing information for all current listings. This report is distributed via email once a month to the commercial real estate brokerage community in Hawai'i. This report is one of the most productive marketing resources available due to the number of people it reaches and reliance on it throughout the marketplace;
 - 6) Email Marketing: The Offeror, at its sole expense, shall utilize Web-based email marketing to create and manage the targeted email campaigns for the property portfolio. The Offeror shall use a service that maximizes the property portfolio exposure and website hits/views can be tracked;
 - 7) Property Web Page: An individual web page shall be created for the Kaka'ako Makai properties. This link can be placed on all email and printed information as well as linked from an individual broker's web page; and
 - 8) Signage: The Offeror shall strategically place signs on the properties to obtain maximum exposure.

- b. All marketing material and strategies must be approved by the OHA, prior to the Offeror executing or releasing any marketing material to the public.

3. Lease Termination Agreements

When and if applicable and specified by the OHA, negotiate lease termination agreements with Terminating Tenants on terms and conditions satisfactory to the OHA.

4. Relocation Agreements

When and if applicable and specified by the OHA, negotiate lease relocation agreements with any Tenant on terms and conditions satisfactory to the OHA. Each fully executed Relocation Agreement shall be considered an “Existing Lease” for purposes of determining a commission. A leasing commission for “Additional Space” shall be permitted to the extent that the square footage of the Terminated Tenant’s relocation premises exceeds the square footage of the Terminated Tenant’s original premises.

5. Exclusions

The following shall be excluded from the Leasing Agent’s scope of duties:

- a. The leasing, negotiating, or consulting on agreements involving the OHA and the State of Hawai‘i or the City and County of Honolulu;
- b. The Leasing Agent shall not receive a commission fee for executed agreements with the State of Hawai‘i or the City and County of Honolulu;
- c. Any negotiating or consulting on behalf of the OHA, relating to development of the OHA’s properties in Kaka‘ako Makai; and,
- d. Any negotiating or consulting on behalf of the OHA, relating to the disposition or sale of the OHA’s properties in Kaka‘ako Makai.

6. Offers to Purchase or Exchange Properties

All offers to purchase or exchange any or all of the OHA’s properties shall be promptly forwarded to the Contract Administrator.

B. PROPERTY MANAGER

PROPERTY MANAGEMENT.

On terms and conditions satisfactory to the OHA, in accordance with the SOP, and at the OHA’s sole cost, perform the following management duties with respect to the commercial properties. See Exhibit B – Map of Parcels to be Managed and Leased:

1. General Duties

- a. As the Property Manager, engage in the business of managing the OHA

properties. Manage, coordinate, and supervise the conduct of the ordinary and usual business affairs pertaining to commercial property management;

- b. Identify, recommend, and coordinate services required to maintain properties, at the OHA's sole expense, excluding Parcel B, Parcel E (AAFES Building), Parcel D, and Parcel K as they are currently managed and maintained by their respective tenants;
- c. Provide accurate accounting of all property operations;
- d. Meet with the OHA on a monthly basis to present and discuss all relevant operations, incidents, actions, and events; and
- e. The Property Manager shall submit monthly reporting, that shall include, but may not be limited to, the following:
- 1) Financial reports;
 - 2) General ledgers;
 - 3) Accounts receivables;
 - 4) Accounts payables;
 - 5) Check ledgers;
 - 6) Rent roll;
 - 7) Delinquency reports;
 - 8) Incident reports; and
 - 9) All operations activities.

2. Rent Bills and Collections

- a. Prepare and deliver to all tenants, persons, firms and entities occupying space on the OHA property under leases, licenses, rights-of-entries and/or other agreements which shall be in effect from time to time monthly bills setting forth rent, escalation payments, and other amounts payable by such Tenants under their respective leases, licenses, rights-of-entries, and/or other agreements. All rent collected by the Property Manager shall be promptly deposited in the operating accounts or the OHA trust accounts managed by the Property Manager; and
- b. Take actions to collect rent, to enforce the rights and remedies of the OHA under the terms set forth by the leases, licenses, rights-of-entries and/or other agreements or to protect the interests of the OHA that shall include, but may not be limited to the preparation and delivery to Lessees, of all "late payment", default and other appropriate notices, requests, bills, demands, and statements. Upon the OHA's approval, the Property Manager may retain counsel, collection agencies and such other persons and firms to enforce, by legal action, the rights and remedies of the OHA against any Lessee who is in default of any term or obligation set forth under a lease, license, right-of-entry and/or other agreement.

3. Employees

- a. The Property Manager, at the Property Manager's sole expense, shall employ personnel it deems necessary for the operation and maintenance of the property. The Manager shall pay such personnel wages and fringe benefits, and cover all the expenses associated with such employees. The Manager shall direct, supervise, and manage all personnel hired by it in the performance of their duties;
- b. The Manager, at the Property Manager's sole expense, shall maintain a fidelity bond insuring all employees handling monies on behalf of the OHA, in an amount not less than ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,500,000.00) A certificate of insurance will be made available to the OHA one (1) week after signing the Contract. The Property Manager shall also maintain adequate workers compensation insurance for any employees who will be engaged in work at the property; and
- c. The Property Manager, at the Property Manager's sole expense, shall cause to be paid all wages and other benefits payable to the employees hired by the Property Manager, and maintain payroll records, remit to proper governmental authorities required income and social security withholding taxes, unemployment insurance payments, workmen's compensation payments and such other amounts with respect to the wages and other benefits payable to such employees as may be required under applicable laws, together in each case with required reports or other filings, and obtain, maintain and administer medical, disability and other insurance benefits and other fringe benefits as may from time to time be required under any union or other agreements or arrangements pertaining to the Property Manager's employment of such personnel.

4. Professionals and Contractors

Procurement of Third-Party Contractors for Scheduled Maintenance

The Property Manager shall identify and, with the prior approval of the OHA, and at the OHA's expense, enter into Contracts with third-party contractors for scheduled maintenance, and supervise the administration and monitor the performance of work and/or services under such Contracts. Due care shall be exercised by the Property Manager in the selection of such professionals and other independent contractors. Upon procuring third-party service contractors, the Property Manager shall abide with the following:

- a. The Property Manager shall procure, except in cases of emergencies or when impractical or commercially unreasonable to do so, three (3) qualified bidders, for each service Contract. The Property Manager may, if practicable, combine two (2) or more subcontractors under one (1) Contract;

- b. The Property Manager, in the exercise of its reasonable judgment, shall not be required to accept the low bid if it does not provide the best value by meeting the Property Manager's criteria; and
- c. The OHA shall have final approval of all third-party service consultants.

5. Maintenance

- a. The Property Manager shall regularly use routine standards to maintain existing conditions of the property at the OHA's expense;
- b. To the extent of the capacity of all equipment and systems located in or servicing the property, the Property Manager, shall use diligent efforts consistent with the existing conditions of the property to cause, at the OHA's expense, all such equipment and systems to be operated and maintained in good repair and cause to be provided or made available to the tenants those services which the OHA is required to make available under the property leases;
- c. The Property Manager shall enter into such service and maintenance Contracts as the Property Manager shall deem appropriate for the operation and maintenance of the property that shall include, but may not be limited to the following:
 - 1) Equipment and systems located in or servicing the property;
 - 2) Common area landscaping (i.e. maintaining plant, shrubs, and tree trimming);
 - 3) Common area cleaning;
 - 4) Common area utilities;
 - 5) Exterior window cleaning;
 - 6) Elevators (two (2) personnel and two freight elevators);
 - 7) Refuse and recycling removal;
 - 8) Security (Property and common areas only);
 - 9) Food and beverage vending machines; and
 - 10) Pest extermination.
- d. The Property Manger shall purchase in reasonable quantities and at reasonable prices all supplies, materials, tools and equipment as the Property Manger shall deem necessary or appropriate for the operation and maintenance of the property.

6. Repairs

- a. The Property Manager, at the OHA's expense, shall cause such ordinary and necessary repairs to be made to the property and all equipment and systems located in or servicing the property;
- b. The Property Manager, at the OHA's expense, shall cause such interior alterations and decorations to be made in the common areas of the property, as the Property Manager shall deem necessary or advisable for the operation and maintenance of the property; and,

- c. During an emergency situation(s), the Property Manager, at the OHA's expense and without the OHA's prior approval and without limitation as to cost, may cause to be made all repairs which are immediately necessary for the preservation or protection of the property, the safety of the OHA, tenants, and other persons in or about the property, or are otherwise required to avoid suspension of necessary services in the property, however, the Property Manager shall, before causing any such emergency repair to be made, use reasonable efforts under the circumstances to notify the OHA of the emergency situation within twenty-four (24) hours or by the first working day in order to try and obtain its approval of such repair.

7. Supervision of Tenants

- a. The Property Manager shall monitor tenants' compliance with the terms and provision of their respective leases, licenses, rights-of-entries and/or other agreements that shall include, but may not be limited to the Rules and Regulations of the property. The Property Manager shall notify, in writing, the respective tenants and the OHA of violations of such leases;
- b. The Property Manager shall enforce the OHA's rights and remedies in the event of tenant default on the terms and provisions of their respective leases, licenses, rights-of-entries and/or other agreements;
- c. The Property Manager shall plan and coordinate the moving in and moving out of the tenants in the property in accordance to the terms of the lease;
- d. The Property Manager shall monitor all tenant improvement activities to the premises in accordance to the terms of the lease, and in compliance with the Rules and Regulations of the property and all State, Federal and City and County appropriate laws, statues, and codes; and
- e. The Property Manager shall attend to and attempt to resolve complaints, dispute, or disagreements by or among tenants.

8. Public Relations

The Property Manager shall represent the OHA in connection with matters of general public interest which pertain to the property and shall attempt to amicably resolve any complaints, disputes or disagreements in connection therewith, all of the foregoing actions to be taken by the Property Manager after notice and discussion with the OHA and, to the extent the OHA directs, subject to the OHA's reasonable control.

9. Compliance

- a. At the OHA's sole cost and expense, the Property Manager shall cause to be taken all such appropriate actions in and about or affecting the property, as the Property Manager shall deem advisable, to comply with legal requirements that shall include, but may not be limited to,

environmental requirements as applicable, property, building, zoning codes and requirements of any Board of Fire Underwriters or similar agency; and,

- b. Notwithstanding the cost or expenditure limitations set forth elsewhere in this Agreement, the Property Manager may, at the OHA's expense and without the OHA's prior approval, take or cause to be taken any such actions, without limitation as to cost, if failure to do so would or might, in the Property Manager's judgment, expose the OHA or the Property Manager to criminal liability or civil penalty, provided, however, that in each such instance property manager shall, before taking or causing to be taken any such action, use reasonable efforts under the circumstances to notify the OHA of the need for such action and obtain the OHA's approval.

10. Payment of Expenses

The Property Manager shall pay all property costs and expenses incurred that shall include, but may not be limited to, the Property Manager's compensation with funds from the Operating Accounts. The Property Manager shall use its diligent efforts to obtain and credit to the account of the OHA in each case, all discounts, rebates and other favorable financial terms which may be granted in respect of any costs or expense Property Manager shall incur.

11. Due Diligence and Audits

The Property Manager shall assist when requested by the OHA in due diligence work to prepare the property for sale, for refinancing, or to provide assistance in connection with financing, facilities, lease or internal audits, and the OHA agrees to compensate Property Manager for such services at a fee mutually agreed upon in writing prior to the delivery of these additional services.

12. Operating Budgets

- a. The Property Manager shall prepare and submit to the OHA a pro forma budget for the operation and maintenance of the property. The Property Manager will manage the property consistent with and subject to the cost limitations set forth in the OHA's approved budget.
- b. The Property Manager shall prepare and submit to the OHA for its approval a proposed pro forma budget of revenues and costs pertaining to the operation and maintenance of the property during each Fiscal Year. Each such budget shall be substantially in the same form as the approved budget in effect for the prior Fiscal Year and shall set forth project expenditures on annual and monthly basis and shall not, except for informational purposes, include estimates for costs and expenses for which the OHA will be reimbursed by tenants under leases.

13. Offers to Purchase or Exchange Properties

All offers to purchase or exchange any or all of OHA's properties shall be promptly forwarded to the OHA Contract Administrator.

14. Property Takeover Checklist

The Property Manager shall turnover to the OHA Coordinator at 12:00 Noon HST on the last day of the Contract the following items that shall include, but may not be limited to:

- a. All keys to all properties and facilities;
- b. Alarm codes for needed entry for any facilities or buildings;
- c. Current rent roll, delinquent rent list, prepaid accounts and escrow holdings;
- d. Names, addresses and contact information of owner(s);
- e. Lists of actions taken on delinquent rent list to include such information as five (5) day notices, court date, attorney used, etc.;
- f. Copies of all current month's deposit slips with detail for both the operating/rental & escrow accounts;
- g. List all movement for current month to include new move ins and recent move outs;
- h. Current vacancy list, including unit status of each unit;
- i. List of pending leases, including current leasing incentive pledged;
- j. List of any rental concession promised to current tenants;
- k. List of and funds for any pending deposit refunds or rent credits due to previous tenants;
- l. All account balances for the properties shall include, but may not be limited to: operating account, reserve account, and petty cash;
- m. All current lender(s) correspondence shall include, but may not be limited to: the most recent payment detail of mortgage payment(s) including principle, interest, and loan escrow amounts;
- n. Copies of all current insurance policies;
- o. Detailed information of any pending claims on the property, whether reported to insurance or not;
- p. Copy of last physical inspection by lender and any physical needs assessment provided by lender;
- q. Aged payables list and originals of all unpaid invoices;
- r. All blue prints, plans, surveys, appraisals and environmental inspections including lead paint;
- s. Any maps of service valves (i.e. water shut-off, irrigation sprinklers controls, fire suppressant systems, etc.) on property;
- t. Copies of all inspection reports, warnings, violations, notices given to Property Manager during management period from any government agency (i.e. EPA, DEQ, City, County, Federal, State, etc.);
- u. Copies of all utility accounts, including account numbers;

- v. Copies of all property Contracts that shall include, but may not be limited to:
 - 1) All advertising sources;
 - 2) Grounds maintenance;
 - 3) Security patrol services;
 - 4) Alarm services;
 - 5) Waste removal;
 - 6) Laundry equipment/facility;
 - 7) Telephone and/or internet service;
 - 8) Exclusive marketing agreements;
 - 9) Rental or lease to purchase equipment such as copiers, electronics, and office furniture, and maintenance Contracts for copiers, computers and any other Contract for services or equipment;
- w. All software paid for by the OHA, including original licenses and cds.
- x. Passwords to access all software used under previous management;
- y. Current back up of all software for the property, including accounts payable software;
- z. All accounting records, including original paid invoices while under previous manager; and
- aa. All communication devices under property accounts, i.e. pagers, two way radios, cell phones, etc.

C. SHORT TERM LEASE AND RENTAL DUTIES

On terms and conditions satisfactory to the OHA and in accordance to the SOP, leasing agent and property management shall perform the duties with respect to short-term leases, licenses, rights-of-entries, or other agreements of properties:

“Short-term” shall be defined as equal to, or shorter than, ten (10) days from the commencement date through the termination date of its respective agreement.

1. The Leasing Agent and the Property Manager shall notify the OHA promptly of any and all requests for short-term uses of the properties.
2. The OHA shall conduct negotiation of terms directly with each prospective lessee, licensee, or grantee, and handle the document processing and delivery of all pertinent documents.
3. The Property Manager shall assist and coordinate short-term lessee, licensee, or grantee with access and enforce the terms of the agreement and represent the OHA with respect to the OHA’s rights and remedies in the event of lessee, licensee, or grantee default.

D. OPTION – Parcel E

The Offeror shall submit a separate property management fee schedule for Parcel E to be executed at the OHA’s discretion. The Property Manager’s duties shall

remain consistent with Section 3.4 B – PROPERTY MANAGER. The Property Manager, in coordination with the OHA, shall develop a budget for the operation, management, repair and maintenance of the improvements (AAFES Building) existing on Parcel E.

E. DOWNSIZING

In the event the OHA disposes of, or executes a ground lease for a parcel in its entirety and with a term in excess of ten (10) years:

1. Subject parcel area shall be removed from total area to be managed by the Property Manager; and,
2. If the Subject parcel contains a structure in excess of 5,000 SF Gross Leasable Area, then the OHA and the Property Manager shall negotiate a reduction in the Management Fee; or,
3. If the Subject parcel contains a structure with less than 5,000 SF Gross Leasable Area, then Management Fee shall be reduced by its prorata share as a percentage of the total area.

F. COMPENSATION

All compensation shall be paid from rental income collected by the Property Manager. The Property Manager shall submit an invoice to the OHA Contract Administrator for approval in order to receive payment. Lease commission fees and property management fees shall be in accordance to the Contract.

END OF SECTION

SECTION 4

Proposal Format

4.1 General Instructions for Completing Applications

A. Submission

When an Offeror submits a proposal, it shall be considered 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.

The submission of a proposal shall constitute the Offeror'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 of performance of the work to the Offeror.

An Offeror shall submit one (1) original proposal, marked "ORIGINAL", four (4) copies of the original marked "COPY", and one (1) cd and/or flash drive containing the submitted proposal in a portable document form ("pdf"). It is imperative that an Offeror submit only one (1) original with 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, email address and telephone number.

All corrections to a proposal shall be initialed in ink by the person signing the proposal for the Offeror. Any illegible or otherwise unrecognizable corrections or initials may cause the rejection of the proposal.

Before submitting a proposal, each Offeror must:

1. Thoroughly examine the solicitation documents. Solicitation documents include this RFP, any attachments, plans referred to herein, and any other relevant documentation.
2. Be familiar with Federal, State, and County, laws, ordinances, rules and regulations that may in any manner affect cost, progress, or performance of the work.

Proposals shall be submitted to the OHA 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.

4.2 The Proposal Application Sections

- A. The proposal forms shall be completed and submitted to the OHA by the required due date and time and in the form prescribed by the OHA. Electronic mail and facsimile transmissions shall not be accepted.
- B. The Offerors shall submit their proposals under the Offeror's exact legal name that is registered with the State of Hawai'i Department of Commerce and Consumer Affairs and shall indicate that this is its exact legal name. Failure to do so may delay proper execution of the Contract.
- C. The 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 proposal shall be automatically rejected. If the proposal is not signed by an authorized representative as shown on the corporate resolution, the proposal shall be automatically rejected.
- D. A proposal security deposit is not required for this RFP.
- E. Proposal shall be typed on plain, white, letter-size paper with one-inch margins on all sides in twelve (12) point font and printed on one (1) side only.
- F. Proposals shall be submitted on white, 8 ½" x 11" paper and shall be bound by a spiral binding. **Do not submit proposals in a three (3)-ring binder.** Submission of a proposal in this manner is disfavored by the OHA.
- G. Tabbing of sections is required.
- H. Documents that require submission on 11" x17" paper to be legible is allowable.
- I. The numerical outline for the application, the titles/subtitles, and the Offeror name and RFP identification information on the top right hand of the corner of each page should be included.
- J. Consecutive page numbering of the proposal application should begin with page one (1) and end with the last numbered page of the complete proposal.
- K. Other supporting documents may be submitted in an Appendix, including visual aids, to further explain specific points in the proposal; if used, they should be referenced.

4.3 Required Review

Before submitting a proposal, each Offeror shall thoroughly and carefully examine this RFP, any attachment, addendum, and other relevant document, to ensure Offeror understands the requirements of this RFP. The Offeror shall also become familiar with

State, Federal, and County laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work required.

Should the Offeror(s) find defects and questionable or objectionable items in this RFP, the Offeror(s) shall notify the OHA's Procurement Unit in writing prior to the deadline for written questions specified in this RFP. See Section 1.7 RFP Schedule and Significant Dates. This will allow the issuance of any necessary corrections and/or amendments to this RFP by addendum, and mitigate reliance of a defective solicitation and exposure of proposal(s) upon which award could not be made.

4.4 Proposal Forms

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 provided in this RFP or in any subsequent addendum may be rejected without further consideration.

- A. Offer Form, Page OF-1. Offer Form, OF-1 is required to be completed using the Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs in the appropriate space on Offer Form, OF-1 (Section 7, 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 the Offeror's intent to be bound.

- B. Offer Form, Page OF-2. Pricing shall be submitted on Offer Form OF-2 (Section 7, Attachment 2). The price shall be the all-inclusive cost, including the general excise tax, to the OHA. No other costs will be honored. Any unit price shall be inclusive.

4.5 Proposal Contents

Proposals must:

- A. Include a cover letter to confirm that the Offeror shall comply with the requirements, provisions, terms, and conditions specified in this RFP.
- B. Include a signed Offer Form OF-1 with the complete name and address of the Offeror's firm and the name, mailing address, telephone number, and fax number of the person the OHA should contact regarding the Offeror's proposal. See Section 7, Attachment 1, Offer Form OF-1, for a copy of the form. Include a completed Offer Form OF-2. See Section 7, Attachment 2, Offer Form OF-2, for a copy of the form

- C. If subcontractor(s) will be used, append a statement to the cover letter from each subcontractor, signed by an individual authorized to legally bind the subcontractor, and stating:
 - 1. The general scope of work to be performed by the subcontractor; and
 - 2. The subcontractor's willingness to perform for the indicated.
- D. Provide all of the information requested in this RFP in the order specified.
- E. 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 tabbed and pages must be numbered.

4.6 Proposal Requirements

- A. **Mandatory Administrative Requirements**
 - 1. Offer Forms OF-1;
 - 2. Offer Form OF-2;
 - 3. Cover Letter in the form of a standard a business letter and submitted on the Offeror's official business letterhead and signed by a duly authorized representative;
 - 4. Table of Contents;
 - 5. Tabbing of Sections;
 - 6. Executive Summary – provides a program overview; and
 - 7. Licenses shall be provided for the following personnel who will be assigned to this Contract:
 - a. Broker(s) in Charge or Principle Broker(s) – Hawai'i Real Estate Broker License.
 - b. Property Manager(s) and Agent(s) – Hawai'i Real Estate Salesperson License.
- B. **Proposal Requirements**
 - 1. Section 1 – Experience
 - a. Prior experience related to the RFP.
 - b. Past Projects.

- c. Knowledge of culture, market trends (local, state and national), managing and leasing properties.
 - d. Letters of recommendations (two (2) minimal for lead and each subcontractor).
2. Section 2 – Action Plan
 - a. Overall Timeline.
 - b. Understanding of the purpose and scope of the RFP.
 - c. Incorporating all elements from the scope of work.
 3. Section 3 – Price Proposal
 - a. Cost breakdown associated with the scope of work.
 - b. Pricing compatible with industry standard.
 4. Section 4 – Staffing Qualifications and Organization
 - a. Resumes of staff assigned to the project.
 - b. Licenses of staff assigned to the project.
 - c. Organizational Chart.
 - d. Most recent Financial Statement of all firms in Offeror’s team.
 - e. HCE Certificate of Vendor Compliance for all firms in Offeror’s team (as stated in Section 2.1).

4.7 Receipt and Register of Proposals

Proposals will be received and receipt verified by two (2) or more procurement officers on or after the date and time specified in Section 1, or as amended.

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.

4.8 Best and Final Offer

If the OHA determines a Best and Final Offer (hereinafter “BAFO”) is necessary, it shall request one (1) from the Offeror. Any BAFO received after the deadline or not received shall not be considered.

4.9 Modification Prior to Submittal Deadline or Withdrawal of Offers

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

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

4.10 Mistakes in Proposals

Mistakes shall not be corrected after award of Contract.

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.

Once discussions are commenced or after BAFO 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.

If discussions are not held, or if the BAFO 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.

If discussions are not held, or if the BAFO 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.

END OF SECTION

SECTION 5

Evaluation Criteria

5.1 Evaluation of Proposals

An evaluation committee approved by the OHA's Ka Pouhana/CEO/HOPA or designee will evaluate all responsive and responsible proposals. The evaluation of such proposals will be based solely on the evaluation criteria set out in this RFP. The evaluation committee will be composed of individuals with experience in, knowledge of, and program responsibility for the requirements identified in 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 (3) highest ranked, responsible Offerors.

5.2 Initial Evaluation

Proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable. The proposals that do meet the mandatory requirements will be evaluated and scored in accordance with the criteria, Section 5.4 – Evaluation Sections, by members of an Evaluation Committee.

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 fewer than three (3) acceptable or potentially acceptable proposals, the OHA shall not be required to hold discussions with the Offerors who submitted unacceptable proposals.

Discussion may be conducted with priority listed successful Offerors who submit proposals determined to be acceptable or potentially acceptable of being selected for award, but proposals may 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.

5.3 Administrative Requirements Check

The OHA shall conduct an initial review to ensure that all proposals meet the minimum threshold requirements. Proposals shall be reviewed to ensure submittal of all required attachments, certifications, forms, and narrative sections. Mandatory requirements are determined by a pass or no pass criteria. Any proposals received by the OHA that do not include all of the mandatory requirements listed below, shall be deemed unacceptable and

shall not pass. Statements which indicate that mandatory certifications will be submitted upon Contract award shall be unacceptable.

A. Mandatory Requirements for this RFP:

1. Offer Forms OF-1;
2. Offer Form OF-2;
3. Cover Letter in the form of a standard a business letter and submitted on the Offeror's official business letterhead and signed by an authorized representative;
4. Table of Contents;
5. Tabbing of Sections;
6. Executive Summary; and
7. Licenses for the following personnel that will be assigned to this Contract:
 - a. Broker(s) in Charge or Principle Broker(s) – Hawai'i Real Estate Broker License.
 - b. Property Manager(s) and Agent(s) – Hawai'i Real Estate Salesperson License.

5.4 Evaluation Sections

Category

Section 1- Experience	Possible Points	35 Maximum Points
<ul style="list-style-type: none"> • Up to 10 points will be awarded based on the Offeror's proposal which clearly and concisely demonstrated prior experience related to developing management plans and leasing strategies for other clients with similar properties in nature and complexity to the OHA's Kaka'ako Makai property portfolio. 	10	
<ul style="list-style-type: none"> • Up to 10 points will be awarded based on the Offeror's proposal which clearly and concisely demonstrated prior experience related to networking and collaborating with other brokers, prospective clients, respective business owner communities relative to the types of properties in the OHA's Kaka'ako Makai property portfolio. 	10	

<ul style="list-style-type: none"> Up to 8 points will be awarded based on the Offeror's proposal which clearly and concisely demonstrates the capability to effectively procure, manage, and coordinate 3rd party vendors for common maintenance tasks to protect and enhance the value of the property portfolio. 	8	
<ul style="list-style-type: none"> Up to 4 points will be awarded based on the Offeror's proposal which clearly and concisely understands and is aware that the OHA falls under the Hawai'i State policies and the procedures it must adhere to. 	4	
<ul style="list-style-type: none"> Up to 3 points will be awarded based on the Offeror's proposal that includes two (2) letters of recommendations for lead and each subcontractor. 	3	
Section 2 – Action Plan	Possible Points	25 Maximum Points
<ul style="list-style-type: none"> Up to 10 points will be awarded based on the Offeror's proposal which clearly and concisely demonstrated how it will meet the goals and objectives related to the scope of work, and how the proposed service is designed to meet the problem/need identified in the service specifications. 	10	
<ul style="list-style-type: none"> Up to 5 points will be awarded based on the Offeror's proposal which clearly and concisely demonstrated a thorough understanding of the purpose and scope of the RFP. 	5	
<ul style="list-style-type: none"> Up to 10 points will be awarded based on the Offeror's proposal which clearly and concisely included, at minimum, ties all the elements of Section 3, Scope of Work and Specifications (executive summary, leasing summary, property management reporting/activity log and financial reports, ledgers and rent roll). 	5	
<ul style="list-style-type: none"> Up to 5 points will be awarded based on the Offeror's proposal which clearly and concisely demonstrates an intricate knowledge of local, state, and national market trends for various sectors of commercial real estate. 	5	
Section 3 – Price Proposal	Possible Points	20 Maximum Points
<ul style="list-style-type: none"> Up to 5 points will be awarded based on the Offeror's proposal which clearly and concisely provided a cost breakdown associated with the services provided 	15	

<ul style="list-style-type: none"> Up to 5 points will be awarded based on the Offeror's proposal which clearly and concisely adheres to the wages compatible with industry standard. 	5	
Section 4 – Staffing Qualifications and Organization	Possible Points	20 Maximum Points
<ul style="list-style-type: none"> Up to 10 points will be awarded based on the Offeror's proposal which clearly and concisely provided the qualifications (including experience) for staff assigned to the program, resumes and relevant professional background/experience of each staff including staff that will manage the day-to-day operations and the organizational chart. 	10	
<ul style="list-style-type: none"> Up to 5 points will be awarded based on the Offeror's proposal which clearly and concisely provided the resumes and licenses for their staff assigned to the program. 	5	
<ul style="list-style-type: none"> Up to 5 points will be awarded based on the Offeror's proposal which clearly and concisely included their most recent financial statement and their Certificate of Vendor Compliance. 	5	
TOTAL POINTS	_____	100 Maximum Points

5.5 Financial/Price Proposal Review

The financial/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 allocated to cost. Each proposal that has a higher cost factor than the lowest must have a lower rating for cost.

The points allocated higher to higher priced proposals must be equal to the lowest proposal price multiplied by the maximum points available for price, divided by the higher proposal price as follows:

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

In determining whether a proposal is responsive, the OHA will evaluate the costs and its supporting documentation against realistic operational expenses. The OHA will also review the most recent audited statements of the Offeror.

5.6 Technical Review

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

- A. The technical proposal will be evaluated to determine if the Offeror possesses the capability to successfully perform the requirements of the solicitation. The technical criteria are shown below:
 - 1. Experience;
 - 2. Action Plan;
 - 3. Price Proposal; and
 - 4. Staffing Organization and Qualifications.
- B. Proposals will be evaluated for technical and contractual acceptability. Proposals shall be prepared in accordance with the instructions given in the RFP and shall meet all requirements set forth in this RFP.
- C. Pursuant to section 3-122-112, HAR, Responsibility of Offerors, the successful Offeror shall produce documents to demonstrate compliance with this section.
- D. Past Performance. The OHA may evaluate the quality of each Offeror's past performance. The assessment of an Offeror's past performance will be used as one means of evaluating the credibility of the Offeror's approach to work accomplishment in the management plan. A record of marginal or unacceptable past performance may be an indication that the promises made by the Offeror are less than reliable. Such an indication will be reflected in the OHA's overall assessment of the Offeror's proposal. However, a record of acceptable or even excellent past performance will not result in a favorable assessment of an otherwise unacceptable technical proposal.

In investigating an Offeror's past performance, the OHA may consider information in the Offeror's proposal and information obtained from other sources, including past and present customers and their employees; other government agencies, including state and local agencies; consumer protection organizations and better business bureaus; former subcontractors; and others. Evaluation of past performance is a subjective assessment based on a consideration of all relevant facts and circumstances. The OHA may seek to determine whether the Offeror has consistently demonstrated a commitment

to customer satisfaction and timely delivery of quality goods and services at fair and reasonable prices.

The OHA's conclusions about the overall quality of the Offeror's past performance may be influential in determining the relative merits of the Offeror's proposal and in selecting the successful Offeror whose proposal is considered most advantageous to the OHA.

Past performance includes the Offeror's record of conforming to specifications and to standards of good workmanship; the Offeror's adherence to Contract schedules, including the administrative aspects of performance, the Offeror's control of costs, including costs incurred for changes in the scope of services; the Offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and, generally, the Offeror's business-like concern for the interests of the client.

5.7 Evaluation Criteria

The evaluation criteria and the associated points are listed in Section 5.4 Evaluation Section. The award will be made to the most responsible and responsive Offeror whose proposal is determined to be the most advantageous to the OHA based on the evaluation sections. See 5.4 Evaluation Sections.

5.8 Kūkākūkā (Discussion with Priority Listed Offerors)

The OHA may invite priority listed Offerors to discuss their proposals to ensure thorough, mutual understanding. The OHA, in its sole discretion, shall schedule the time and location for these discussions, generally within the timeframe indicated in this RFP schedule and significant dates. The OHA may also conduct discussions with priority listed Offerors to clarify issues regarding the proposal before requesting Best and Final Offers (hereinafter "BAFO"), if the OHA determines a BAFO is necessary.

5.9 Method of Award

All proposals submitted will be evaluated on the basis of the evaluation criteria listed in Section 5.4 Evaluation Section. 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. Offerors who are not within the competitive range will be notified that their proposals are unacceptable, negotiations/discussions are not contemplated, and any revisions of their proposals will not be considered.

- B. Award will be made to the responsive and responsible Offeror whose proposal, conforming to the solicitation and will be most advantageous to the OHA with consideration to price and other evaluation criteria set out in this RFP.

Pursuant to chapter 3-122-59 HAR, if there is only one responsible Offeror submitting an acceptable proposal, an award may be made to the single Offeror, rejected and new requests for proposals may be solicited if certain conditions are not met; the proposed procurement may be cancelled; or an alternative procurement method may be conducted.

- C. The OHA 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 OHA.

END OF SECTION

SECTION 6

Contractor Selection and Contract Award

6.1 Award of Contract

Method of Award. Award will be made to the responsible and responsive Offeror whose proposal is determined to be the most advantageous to the OHA based on the evaluation criteria set forth in the RFP. If a vendor/contractor/service provider is not compliant on HCE at the time of award, an Offeror will not receive the award.

6.2 Proposal as Part of the Contract

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

6.3 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).

6.4 Debriefing

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

Any protest by the non-selected Offeror following debriefing shall be filed in writing with the Procurement Officer within five (5) working days after the date upon which the debriefing is completed, as specified in HRS §103D-303(h).

6.5 Approvals

Any Contract 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.

6.6 Contract Execution

The CONTRACTOR receiving award shall enter into a formal written Contract in the form as in Exhibit D – Sample 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 OHA 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.

6.7 Monitoring and Evaluation

The successful Offeror's performance under the Contract will be monitored and evaluated by the OHA Contract Administrator or his/her designated representative, the OHA's 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 included as Exhibit E in this RFP. The successful Offeror may be required to submit additional written reports, including a corrective action plan, in response to monitoring conducted by the OHA. 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 OHA.

When interest of the OHA or the Contractor so require, the OHA or the Contractor may terminate the Contract for convenience by providing forty-five (45) calendar days prior written notice to the other party.

6.8 Payment

Contract payment may be made on a quarterly basis or as determined by negotiation with the successful Offeror.

6.9 Contract Invalidation

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

END OF SECTION

SECTION 7

Attachments and Exhibits

- Attachment 1: OFFER FORM, OF-1
- Attachment 2: OFFER FORM, OF-2
- Exhibit A: OHA'S COMMERCIAL PROPERTY MANAGEMENT STANDARD OPERATING PROCEDURES
- Exhibit B: MAP OF PARCELS TO BE MANAGED AND LEASED
- Exhibit C: DESCRIPTION OF PARCELS
- Exhibit D: SAMPLE CONTRACT
- Exhibit E: GENERAL CONDITIONS