



State of Hawai'i

REQUEST FOR PROPOSALS

OHA RFP NO. KM 2017-34

FOR A

REAL ESTATE FINANCIAL ADVISOR

ISSUED DATE: June 16, 2017

DUE DATE: July 28, 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 2017-34
FOR
REAL ESTATE FINANCIAL ADVISOR

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 a Real Estate Financial Advisor to assist resource management committee chairperson Trustee Carmen Hulu Lindsey.

This Request for Proposal (hereinafter "RFP") is provided to you for informational 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, June 16, 2017**.

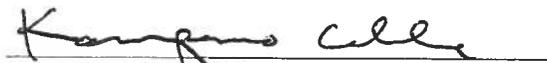
The OHA's Procurement Unit will conduct a Pre-Proposal Conference from 10:00 a.m. to 11:30 a.m. Hawai'i Standard Time (hereinafter "HST") on **Friday, June 23, 2017**. The OHA strongly recommends that all interested Offerors attend. For those interested in attending via web conferencing, please contact the RFP Coordinator listed below no later than **12:00 Noon HST, Thursday, June 22, 2017**.

Sealed proposals will be accepted at the OHA's Reception Desk located at 560 North Nimitz Highway, Suite 200, Honolulu, Hawai'i, 96817, until **12 Noon HST, Friday, July 28, 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

INTEREST FORM

For

REQUEST FOR PROPOSAL (hereinafter "RFP") KM 2017-34: REAL ESTATE FINANCIAL ADVISOR

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 22, 2017
RSVP for Pre-Proposal Web Conference	Thursday, June 22, 2017 by 12:00 Noon, HST RFP Coordinator: Charmaine Matsuura at (808) 594-0273, email: charmainem@oha.org
Pre-Proposal Conference	Friday, June 23, 2017, from 10:00 a.m. to 11:30 p.m. HST. Location: OHA, 560 North Nimitz Highway, Suite 200, Honolulu, Hawai'i 96817
Sealed Proposal Deadline	Friday, July 28, 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 provisions 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

Trustee Carmen Hulu Lindsey
 Resource Management Committee
 Chairperson
 Office of Hawaiian Affairs

Telephone: (808) 594-1898
 Fax: (808) 594-1864
 Email: lehuai@oha.org

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	June 16, 2017
Pre-Proposal Conference	June 23, 2017, 10:00 - 11:30 p.m. HST
Due Date to Submit Questions	June 29, 2017
OHA’s Response to Questions	July 5, 2017
Proposals Due Date/Time	July 28, 2017, 12:00 Noon HST
Proposal Evaluations	August 1, 2017 – August 15, 2017
Offerors’ Presentation/Discussion (if necessary)	TBD
Best and Final Offer (if necessary)	TBD
Notice of Award	August, 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 at the Pre-Proposal Conference 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 to this RFP.

The Pre-Proposal Conference will be held on:

Date: Friday, June 23, 2017
Time: 10:00 a.m. HST
Location: Office of Hawaiian Affairs
560 North Nimitz Highway, Suite 200
Honolulu, Hawai'i 96817

To attend or participate in the web teleconference, please contact the RFP Coordinator or his/her designee by 12:00 Noon HST, Thursday, June 22, 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 and responsive only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the challenges 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 (hereinafter “KP”), Chief Executive Officer (hereinafter “CEO”), 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 and 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. 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.

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

All 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.

C. Certificate of Vendor Compliance

All 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.

All Offeror(s) may demonstrate compliance of the above by using the Hawai'i Compliance Express (hereinafter "HCE"). The HCE services allow businesses to register online through a simple wizard interface at:

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

The HCE provides all 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 as 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.

D. 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.

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

- Allowed Not allowed

F. Single or Multiple Contracts to be Awarded (Refer to HRS §103D-322)

- Single Multiple Single & Multiple

G. 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)

H. 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

I. 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.

J. 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.

K. 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.

L. 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. 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.

D. 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.

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

The Offeror must be experienced with all facets of commercial real estate in Hawai'i. The Offeror shall have real estate knowledge and expertise and be well acquainted with commercial real estate development, commercial real estate financing/capital structures and past experience working with the State of Hawai'i agencies.

Other valuable skills and experiences to possess shall include, but may not be limited to: previous work experience with banking and financial institutions, land development, capital improvement projects (hereinafter "CIPs") financing and real estate developer relationships in Hawai'i. The Offeror must be experienced and comfortable discussing financial matters and making presentations to high level decision makers such as the Chairpersons of the OHA Standing Committees and the OHA Board Of Trustees (hereinafter "BOT") to enhance the Trustees understanding of the OHA real estate materials presented to the BOT and Resource Management (hereinafter "RM") Committee. The Offeror must be able to identify potential real estate issues, and provide timely recommendations to address and resolve those issues.

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

Offerors who respond 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 4.166% 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 services made to the OHA.

END OF SECTION

SECTION 3

Scope of Work and Specifications

3.1 Background

In 2015, the OHA was the thirteenth largest land owner in the State of Hawai‘i. As such, there were a number of policies created to accommodate OHA’s position as a land owner. The 2007 Real Estate vision, Mission and Strategy Policy provides for “real estate best practices and world class caliber developments.” In September 2012, the BOT adopted the Kakaako Makai Policy to “set forth guidelines for the management and development” of the Kaka‘ako Makai lands received through Act 15 of the Session Laws of Hawai‘i. The policy guidelines reflect the objective of maximizing revenue and total returns to increase the OHA’s programmatic reach without compromising OHA’s kuleana to perpetuate Hawaiian culture in OHA’s management and development of the parcels.

Most recently, the BOT adopted the Fiscal Sustainability Plan Model (hereinafter “FSP”) in 2016. Part of the FSP’s recommendation included “establishing a robust real estate management and investment plan,” and “identifying where the OHA will get the funds needed to develop new revenue sources,” with Kaka‘ako Makai as an example.

3.2 Overview, Purpose and Need

The increased need for development and management of the OHA’s commercial, programmatic, and legacy lands together with the existing policies reveal the need for a Real Estate Financial Analyst to service under the RM Committee Chair. The Offeror will empower the RM Chair to make strong, informed, and prudent policy decisions and amendments to create, inform, amend and update policies as they align with industry standards/trends, State requirements and the OHA policies. As one of two standing Board Committees and with a broad scope of responsibilities, the RM committee is essential to empowering the Trustees to fulfil their fiduciary duties of managing the trust and to the beneficiaries of the OHA.

The OHA’s BOT is seeking proposals from qualified Real Estate Financial Advisors to review and provide an analysis of financial and budgetary data received from the OHA Administration and limited liability companies, community sources, government agencies, private organizations, and investors.

3.3 Timeframe

The selected Offeror will have twenty-four (24) months from execution of a Contract with the OHA to complete the scope of work.

3.4 Scope of Work

The scope of services of the Offeror shall include, but may not be limited to, the following:

- A. Identify the key factors that drive the real estate market from the standpoint of the OHA, its beneficiaries, and other community stakeholders;
- B. Assemble and match the deliverables that shall include, but may not be not limited to, the alternative financial analyses to a general project timeline, particularly major completion dates;
- C. Identify and assess the financial strategy for the OHA to acquire, invest, develop and divest real estate assets and maintain its financial responsibilities and obligations over the long-term;
- D. Analyze and evaluate the financial feasibility of different public and private financing alternatives that would allow the OHA to maximize its assets for its beneficiaries including creating financial models that compare and evaluate the different alternatives, and to explain the results in “layman’s terms” to the OHA’s BOT and the LAP Committee;
- E. Investigate and evaluate the capabilities of potential financial partners and such capital structures required;
- F. Recommend a plan of action that is aligned with the vision of the OHA for the real estate asset and any financial obligations that may be required;
- G. Performing analytics to consolidate and transform data and reports provided by the OHA Administration to assist the BOT in making better decisions, specifically by assisting the BOT in exploring alternatives, understanding trade-offs, allocating resources between short-term operations and longer-term strategic objectives, outlining the operational and financial implications of major strategic and business decisions, assisting in interpretation of numbers, identifying key performance indicators rather than relying on account-level data, and responding to changes in economic conditions;
- H. Reporting to the RM Committee any outstanding questions, and significant issues or recommendations, in writing, orally, or both;
- I. Attending any standing Committee or BOT meeting as requested by the RM Committee Chairperson, to assist in the dialogue between the Trustees and the OHA Administration; and
- J. Performing other related duties as requested.

The Offeror will be assigned to work directly with the RM Committee Chairperson and in support of the RM Committee. The Chairperson of the RM Committee shall supervise the activities of the Offeror, monitor the contract for services, and evaluate the performance of the Real Estate Financial Advisor. The Chairperson of the RM Committee shall also serve as the point of contact for any BOT requests directed to the Offeror.

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 in the table of contents.

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 DCCA and list primary principal place of business 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 state:
 - 1. The general scope of work to be performed by the subcontractor; and
 - 2. The subcontractor's willingness to perform the scope of services.
- 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; and
 - 6. Executive Summary – provides a program overview.
- B. **Proposal Requirements**
 - 1. **Section 1 – Expertise**

The Offeror shall provide knowledge and proficiency to perform high-level financial analysis of real estate transaction involving all type of real estate assets that shall include, but may not be limited to, the following:

 - a. Provide quantitative analysis of complicated financial statement and financial projection;
 - b. Ability to analyze and deconstruct complicated financial statements and financial projections;

- c. Ability to develop relevant assumption to assess and incorporate relevant data and to build or re-build financial models resulting in financial statement and projections;
- d. Ability to perform and to model alternative multivariate financial scenario analysis, including sensitivity analysis;
- e. Understanding debt and/or equity structures and cost of capital factors in evaluation of alternative financial models;
- f. Ability to explain financial modeling process, assumptions and data deployed or eliminated, sensitivity analysis performed and to explain the results in “layman’s terms” to the OHA, its beneficiaries and other community stakeholders;
- g. Having existing relationships with major commercial real estate lending institutions and the ability to effectively communicate with them; and
- h. Having a strong background in commercial real estate lending, particularly relating to development.

2. Section 2 – Experience

The Offeror shall provide past and current experience in the areas listed below that shall include, but may not be limited to, the following:

- a. Relevant experience in various major real estate transactions in Hawai‘i involving land, development and all types of commercial and residential assets;
- b. Real-life experience in commercial real estate development in Hawai‘i;
- c. Knowledge and experience with Kaka’ako Makai land owned by the OHA;
- d. Disposition or acquisition of real estate in Hawai‘i involving public and private sector participation and/or financing, proficient understanding and use of public (Federal, State and County) financing programs;
- e. Demonstrated ability to create effective, innovative financing structures and alternatives for real estate transactions in Hawai‘i involving land, residential and commercial assets;
- f. Recent experience of providing creative financial structures for real estate transactions in Hawai‘i;

- g. Experience with ownership and management structure, objectives and investment approach; and return targets and timeframe of real estate development process; and
- h. Relevant experience with financial advisory assignments of real estate transactions requiring both Public and Private Organizations participation.

3. Section 3 – Transactional List

The Offeror shall provide a list of sample project(s) and/or examples of written plans for reports to validate and establish that the Offeror meets the qualifications of each item in the expertise and experience sections that shall include, but may not be limited to, the following:

- a. Identify the specific role the Offeror or other key personnel played in the transaction;
- b. Cross-reference specific activities or work product produced in each transaction; and
- c. With each of the relevant items of expertise and experience itemized below:
 - 1) Include dates of performance of work; and
 - 2) Include identities of clients.

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; and
- 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 a mistake, the proposal may be corrected or withdrawn pursuant to this section.

Once discussions are commenced or BAFOs 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 has 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 has 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 OHA. 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 KP/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 responsive and 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 Section, 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 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 on page 27, 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 submitted on the Offeror's official business letterhead and signed by an authorized representative;
4. Table of Contents;
5. Tabbing of Sections; and
6. Executive Summary.

5.4 Evaluation Section

Category

Section 1- Expertise	Possible Points	40 Maximum Points
<ul style="list-style-type: none"> • Up to 7 points will be awarded based on the Offeror's proposal which clearly and concisely provides quantitative analysis of complicated financial statement and financial projection, and possesses the ability to analyze and deconstruct complicated financial statements and financial projections. 	7	
<ul style="list-style-type: none"> • Up to 6 points will be awarded based on the Offeror's proposal which clearly and concisely demonstrates the ability to develop relevant assumption(s), to assess and incorporate relevant data and to build or re-build financial models resulting in financial statement and projections. 	6	
<ul style="list-style-type: none"> • Up to 6 points will be awarded based on the Offeror's proposal which clearly and concisely demonstrates the ability to perform and to model alternative multivariate financial scenario analysis, including sensitivity analysis. 	6	
<ul style="list-style-type: none"> • Up to 5 points will be awarded based on the Offeror's proposal which clearly and concisely demonstrates having existing relationships with major commercial real estate lending institutions and the ability to effectively communicate with them. 	5	

<ul style="list-style-type: none"> Up to 6 points will be awarded based on the Offeror’s proposal which clearly and concisely demonstrates the ability to explain financial modeling process, assumptions and data deployed or eliminated, sensitivity analysis performed and to explain the results in “layman’s terms” to the OHA, its beneficiaries and other community stakeholders. 	6	
<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 understanding of debt and/or equity structures and cost of capital factors in evaluation of alternative financial models. 	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 a strong background in commercial real estate lending, particularly relating to development. 	5	
Section 2 – Experience	Possible Points	35 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 provides relevant experience in various major real estate transactions in Hawai‘i involving land, development and in handling all types of commercial and residential assets. 	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 knowledge and experience with Kakaako Makai land owned by the OHA and real life experience in commercial real estate development in Hawai‘i. 	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 experience in the disposition or acquisition of real estate in Hawai‘i involving public and private sector participation and/or financing and proficient understanding and use of public (Federal, State and County) financing programs. 	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 the ability to create effective, innovative financing structures and alternatives for real estate transactions in Hawai‘i involving land, residential and commercial assets. 	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 recent experience of providing creative financial structures for real estate transactions in Hawai‘i. 	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 experience with ownership and management structure, objectives and investment approach, and return targets and timeframe of real estate development process. 	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 relevant experience with financial advisory assignments of real estate transactions requiring both public and private organizations participation. 	5	
Section 3 – Transactional List	Possible Points	10 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 provides a list of projects that meets the requirements of each item in the expertise and experience sections. 	5	
<ul style="list-style-type: none"> Up to 5 points will be awarded based on the Offeror's proposal which clearly and concisely identifies the specific role the Offeror or other key personnel plays in the transaction. 	5	
Section 4 – Staffing Qualifications and Organization	Possible Points	15 Maximum Points
<ul style="list-style-type: none"> Up to 8 points will be awarded based on the Offeror's proposal which clearly and concisely provides the qualifications (including experience) for staff assigned to the project, provides resumes and describes relevant professional background/experience of each staff including staff that will manage the day-to-day operations and the organizational chart. 	8	
<ul style="list-style-type: none"> Up to 2 points will be awarded based on the Offeror's proposal which clearly and concisely includes their organizational chart. 	2	
<ul style="list-style-type: none"> Up to 5 points will be awarded based on the Offeror's proposal which clearly and concisely includes their most recent financial statement and their Certificate of Vendor Compliance. 	5	
TOTAL POINTS	100	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 responsible and responsive, the OHA will evaluate the costs and its supporting documentation against realistic operational expenses. The OHA will also review the most recent audited financial statements of the Offeror.

5.6 Proposal 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 proposal will be evaluated to determine if the Offeror possesses the capability to successfully perform the requirements of the solicitation. The proposal criteria are shown below:
 1. Expertise;
 2. Experience;
 3. Transactional List; 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 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 clients 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 section. See 5.4 Evaluation Section.

5.8 Kūkākūkā (Discussion with Priority Listed Offerors)

The OHA may invite priority listed Offerors to discuss their proposals to ensure thorough and mutual understandings. 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 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 is determined to be the most advantageous to the OHA taking into consideration price and the 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, the following can occur: (1) an award may be made to the single Offeror, (2) rejected and new requests for proposals may be solicited if certain conditions are not met; (3) the proposed procurement may be cancelled, or (4) 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 services required shall be cause for rejection. Proposals should be submitted initially on the most favorable terms from 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 and proprietary portions of the RFP marked as such, 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 an OHA 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 OHA's Corporate Counsel, and to all further approvals, including the approval of the CEO, 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 shown in Exhibit A – 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 the 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 written amendment 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 B to 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 the 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: SAMPLE CONTRACT
- Exhibit B: GENERAL CONDITIONS

**ATTACHMENT 1:
OFFER FORM, OF-1**

FROM: _____

TO: OHA Head of Purchasing Agency
Kamana'opono M. Crabbe, Ph. D
Ka Pouhana, CEO, HOPA
Office of Hawaiian Affairs, State of Hawai'i
560 North Nimitz Highway Suite 200
Honolulu, Hawai'i 96817

RE: Office of Hawaiian Affairs, State of Hawai'i
OHA RFP NO. KM 2017-34
REAL ESTATE FINANCIAL ADVISOR

Dear Dr. Crabbe:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Conditions, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawai'i Revised Statutes, concerning prohibited State Contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

Sole Proprietor Partnership *Corporation Joint Venture

*State of incorporation: _____

Other _____

Hawai'i General Excise Tax License I.D. No. _____

Federal I.D. No. _____

**ATTACHMENT 1:
OFFER FORM, OF-1
(CONTINUED)**

Payment address (other than street address below):

Principal Place of Business address (street address):

Respectfully submitted:

Exact Legal Name of Company (Offeror)**

Authorized (Original) Signature

Name & Title: _____

Date: _____

Telephone No.: _____

Fax No.: _____

E-mail Address: _____

**If Offeror is a “dba” or a “division” of a corporation, furnish the exact legal name of the corporation under which the awarded Contract will be executed.

**ATTACHMENT 2:
OFFER FORM, OF-2**

Total Contract cost for accomplishing the development and delivery of the services	\$ _____ Total
Contract period:	_____ to _____

The Contract for the proposed services may be extended without the necessity of re-soliciting or solicitation, subject to appropriation and availability of funds to the OHA, continued need for the services, and the OHA's determination of satisfactory performance of the contracted organization, or unless this Contract is terminated. The option to extend the service shall be offered in writing by the OHA prior to the expiration of the Contract. No Contract or amendment to a Contract shall be binding upon the OHA until the Contract has been fully and properly executed by all parties thereto prior to the start date of the Contract. The contracted organization shall not provide any services until the Contract is fully and properly executed.

Offeror

Name of Company