



Department of Hawaiian Home Lands

RELEASE DATE: OCTOBER 26, 2019

REQUEST FOR PROPOSALS
No. RFP-19-HHL-004

SEALED OFFERS
FOR
LAND ACQUISITION, ISLAND OF MAUI

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

**WILL BE RECEIVED UP TO 2:00 P.M. (H.S.T.)
ON NOVEMBER 26, 2018**

AT HALE KALANIANAOLE

91-5420 KAPOLEI PARKWAY

KAPOLEI, HAWAII 96707

Direct questions related to this solicitation to Stewart Matsunaga, Land Development Division, at (808) 620-9283 or email at Stewart.T.Matsunaga@hawaii.gov.

A handwritten signature in black ink, appearing to read 'Jobie M. K. Masagatani', is written over a horizontal line.

JOBIE M. K. MASAGATANI, CHAIRMAN
HAWAIIAN HOMES COMMISSION
PROCUREMENT OFFICER

NOTICE TO OFFERORS
REQUEST FOR PROPOSALS
Department of Hawaiian Home Lands
Land Development Division
RFP NO.: RFP-19-HHL-004

SEALED PROPOSALS for RFP No.: RFP-19-HHL-004, LAND ACQUISITION, ISLAND OF MAUI, County of MAUI, State of Hawaii, will be received by the Department of Hawaiian Home Lands (DHHL), at Hale Kalaniana'ole, 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707, until **2:00 p.m., Hawaii Standard Time (H.S.T.) November 26, 2018**. Proposals received after the time fixed for receipt or delivered anywhere other than as specified above will not be considered.

The Department of Hawaiian Home Lands ("Department") herein solicits proposals from interested landowners/developers ("Offerors") to offer real property for acquisition by the Department. The offer may include a proposal for the properties thus acquired to be developed by the Offeror, including, but not limited to, the design and construction of on- and offsite infrastructure, and the design, construction, and marketing of residential units to Department beneficiaries.

The Department may accept more than one proposal submitted and reserves the right to reject any or all proposals as unacceptable. If a proposal to develop the land is included, the Department may accept only the offer for acquisition. The Department may at any time cancel this RFP in its entirety or any part thereof when it is in the best interest of the Department regardless of circumstances without creating any obligation to any and all Offerors.

To be eligible to submit a bid, the Offeror and/or his subcontractors and development team shall possess all required valid State of Hawaii licenses and specialty licenses needed to perform the work for this project. Should any DHHL funds be used for construction of infrastructure in the project, a performance bond and a payment bond will be required at the time of contract .

This project is subject to Section 103D, Hawaii Revised Statutes, and to the payment of not less than the prevailing salaries and wages promulgated by the State of Hawaii, Department of Labor and Industrial Relations. If NAHASDA funds are requested and used, Contractor shall also comply with U.S. Department of Housing and Urban Development (HUD) Federal Labor Standards Provisions.

RFP documents may be examined and downloaded at State Procurement Office, HANDS at:

<https://hands.ehawaii.gov/hands/opportunities>

It is the responsibility of Interested Bidders to check the HANDS website for any addenda issued by DHHL.

All prospective offerors are invited to attend a **PRE-PROPOSAL CONFERENCE** to be held **10:00AM**, H.S.T, on November 9, 2018 at Paukukalo Community Center, 655

Kaunualii Street, Wailuku, Hawaii 96793. The Pre-Proposal Conference is to provide offerors with an opportunity to ask questions about the project, award process, contractual requirements and technical aspects of the project. Attendance of the Pre-Proposal Conference and/or site visit is not a condition for submitting a proposal, but strongly recommended. Offeror's team, owners, realtors, contractors, subcontractors and union representatives are also invited to attend. Persons needing special accommodations due to a disability may submit such requests to Stewart Matsunaga, Land Development Division, via facsimile at (808) 620-9299, or e-mail to Stewart.T.Matsunaga@hawaii.gov.

Proposals shall comply with the requirements of the RFP. Proposals that do not comply with the RFP may be subject to disqualification. DHHL reserves the right to amend the RFP by written addenda, to select more than one Offer, to reject any and all proposals, or to waive any defects in said proposals where DHHL deems it is in the best interest of the State.

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

Questions regarding this project may be directed in writing to Stewart Matsunaga, Land Development Division, DHHL, 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707, via facsimile at (808) 620-9299, or e-mail to Stewart.T.Matsunaga@hawaii.gov.

Dated at Honolulu, Hawaii, this 26th day of October, 2018.

DEPARTMENT OF HAWAIIAN HOME LANDS



Jobie M. K. Masagatani, Chairman
Hawaiian Homes Commission

Posted on the internet at: <https://hands.ehawaii.gov/hands/opportunities>

TABLE OF CONTENTS

| | <u>Page</u> |
|--|-------------|
| <u>NOTICE TO OFFERORS</u> | i |
| SECTION ONE: INTRODUCTION, TERMS, ACRONYMS AND KEY DATES | 1 |
| SECTION TWO: BACKGROUND AND SCOPE OF WORK | 4 |
| SECTION THREE: PROPOSAL FORMAT AND CONTENT | 8 |
| SECTION FOUR: EVALUATION CRITERIA | 13 |
| SECTION FIVE: SELECTION AND CONTRACT AWARD | 15 |
| SECTION SIX: SPECIAL PROVISIONS | 23 |
| SECTION SEVEN: ATTACHMENTS AND EXHIBITS | 24 |
| • Attachment 1: OFFER FORM, OF-1 | |
| • Attachment 2: OFFER FORM, OF-2 | |
| • Exhibit A: OVERVIEW OF PROCUREMENT PROCESS | |
| • Exhibit B: CONTRACT SAMPLE FORM | |
| • Exhibit C: AG 103D GENERAL CONDITIONS | |
| • Exhibit D: DHHL CONSTRUCTION GENERAL CONDITIONS. | |

SECTION ONE

INTRODUCTION, TERMS AND ACRONYMS, KEY DATES

1.1 INTRODUCTION

The Department of Hawaiian Home Lands ("Department") is requesting proposals for the acquisition of real property located on the island of Maui.

1.2 CANCELLATION

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

1.3 TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION

| | | |
|---------------------|---|--|
| BAFO | = | Best and Final Offer |
| CPO | = | Chief Procurement Officer |
| DAGS | = | Department of Accounting and General Services |
| DHHL | = | Department of Hawaiian Home Lands |
| GC | = | General Conditions, issued by the Department of the Attorney General |
| GET | = | General Excise Tax |
| GP | = | General Provisions |
| Procurement Officer | = | The contracting officer for the State of Hawaii, State Procurement Office |
| State | = | State of Hawaii, including its departments, agencies, and political subdivisions |

1.4 RFP SCHEDULE AND SIGNIFICANT DATES

The schedule represents the State's best estimate of the schedule that will be followed. All times indicated are Hawaii Standard Time (HST). If a component of this schedule, such as "Proposal Due date/time" is delayed, the rest of the schedule will likely be shifted at a minimum, by the same number of calendar days. Any change to the RFP Schedule and Significant Dates shall be reflected in and issued in an addendum. The State will use its best efforts to adhere to the procurement processes after the Proposal Due Date.

The approximate schedule is as follows:

| | |
|---|-------------------|
| Release of Request for Proposals | OCTOBER 26, 2018 |
| Pre-proposal Conference | NOVEMBER 9, 2018 |
| Due date to Submit Questions | NOVEMBER 12, 2018 |
| State's Response to Questions* | NOVEMBER 16, 2018 |
| Proposals Due date/time | NOVEMBER 26, 2018 |
| Proposal Evaluations | DECEMBER 3, 2018 |
| Discussion with Priority Listed Offerors (if necessary) | DECEMBER 7, 2018 |
| Best and Final Offer (if necessary) | DECEMBER 14, 2018 |
| Notice of Award | DECEMBER 19, 2018 |
| Contract Start Date | MARCH 1, 2019 |

1.5 PRE-PROPOSAL CONFERENCE

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

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

The pre-proposal conference will be held as follows:

Date: November 9, 2018
Time: 10:00 a.m.
Location: Maui District Office
655 Kaumualii Street
Wailuku, Hawaii 96793

1.6 QUESTIONS AND ANSWERS PRIOR TO OPENING OF PROPOSALS

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

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

SECTION TWO

BACKGROUND AND SCOPE OF WORK

2.1 PROJECT OVERVIEW AND HISTORY

The Department of Hawaiian Home Lands ("Department") herein solicits proposals from interested landowners/developers ("Offerors") to offer real property for acquisition by the Department. The offer may include a proposal for the properties thus acquired to be developed by the Offeror, including, but not limited to, the design and construction of on- and offsite infrastructure, and the design, construction, and marketing of residential units to Department beneficiaries.

The Department may accept more than one proposal submitted, and reserves the right to reject any or all proposals as unacceptable. If a proposal to develop the land is included, the Department may accept only the offer for acquisition. The Department may at any time cancel this RFP in its entirety or any part thereof when it is in the best interest of the Department regardless of circumstances without creating any obligation to any and all Offerors.

2.2 SCOPE OF WORK

Proposals shall consider the Department's objectives for this project, which are summarized as follows:

- A. To identify readily available parcels (projects clouded by environmental, health and safety, archaeological, or community concern (NIMBY) issues are not acceptable) for acquisition by the Department.
- B. To plan, design, and construct residential neighborhoods that consider the opportunities and constraints of the Department's waiting list and the existing site conditions, show respect to the area, and harmonize with adjacent land uses.
- C. To utilize planning, design standards and concepts that will foster a sense of community interaction and identity.
- D. To develop single-family improved finished lots and houses for applicants on the Department's waiting list who are financially qualified to purchase a house through turnkey, self-help, or owner-builder methods.

Developer's Responsibilities

- A. Convey the project property to DHHL.

If the offer includes a proposal to develop the property, which is accepted by the Department, the following shall also apply:

- B. Assemble and coordinate a development team for the project. Identify the team captain who shall be the authorized representative for the entire project.

- C. Perform and provide to the Department a soil investigation and analysis for the site to the Department within forty-five (45) days after the date the Developer signs the Development Agreement whether or not the Development Agreement has been executed by the Department. The Department may use the soils investigation and analysis for any purpose it chooses.
- D. Prior to site construction, perform and provide to the Department an archaeological inventory survey of the property. This inventory survey shall be coordinated with the Department of Land and Natural Resources.
- E. Plan the development and provide design and engineering drawings and specifications for the site including the interior roadway system, the subdivision of individual house lots, the off-site and on-site infrastructure and the houses, as may be applicable. House lots shall meet HUD/FHA standards for drainage and compaction. The design for the site, lots, and the houses shall be done by qualified design professionals licensed by the State.
- F. Arrange sources and funds for all development capital necessary to complete and sell houses in accordance with the Development Agreement.
- G. Develop a menu of housing and financing options that addresses the spectrum of buyer economic needs as reflected in the SMS Research's Beneficiary Needs Study, or through the developer's own study.
- H. Obtain all necessary permits and approvals from appropriate State and County agencies.
- I. Provide interim house construction financing and coordinate takeout financing with various lenders.
- J. Construct infrastructure improvements and design and build the houses, as may be applicable. For improved vacant lots for owner-builder or self-help construction, developer shall provide a "ready-to-build" lot in compliance with FHA-HUD standards for drainage and compaction, with utility stub-outs to the lot boundary. For owner-builder houses, the lot owner (lessee) will be responsible for location of the house footprint, house pad compaction, driveway location, all excavations for foundation, drainage swales and utilities, and connection to utilities, including water meter.
- K. Connect on-site utilities to off-site systems, where applicable.
- L. Market vacant improved lots and sell dwelling units, including notifying applicants, conducting information/orientation meetings, coordinating loan pre-qualifications and sales, mortgage loans, closing and provide financial and homeownership/warranty counseling to applicants.
- M. Establish a Community Association, as appropriate, subject to Department's Administrative Rules.

- N. Provide periodic and ongoing inspections by licensed architects and/or engineers to ensure that the infrastructure and houses are built according to the plans and specifications accepted by the Department. Written reports of these inspections shall be provided to the Department. The receipt of such inspection reports by the Department shall not relieve or constitute a waiver or modification of any duty and requirement the Developer may have under the Development Agreement.
- O. Furnish a warrantee for all work to be free from any defects for one year from 1) closing of each house and 2) the approval of the off-site and on-site infrastructure from the applicable governmental jurisdiction. In addition to the general one-year builder's warrantee the following shall apply: 1) the roof system for each house shall be warranted to be leak-free for a minimum of two (2) years from the day of closing, and 2) each house shall be warranted free from termite infestation for three (3) years from the day of first foundation treatment (FFT) and the termite warrantee shall include repairs and/or replacement of any damage to the house caused by termites within the first year from date of FFT, and re-treatment of the infested areas between the start of the second year from FFT to the end of the third year from FFT. Furnish other manufacturer's warrantees for other products line appliances and roofing materials, etc., as appropriate.
- P. Complete and lease and/or sell out the project within three (3) years of the Notice to Proceed date. The completion date of an offer that proposes to assist lessees over a longer period of time shall be negotiated in the development agreement.

2.3 DEPARTMENT OF HAWAIIAN HOME LANDS RESPONSIBILITIES

- A. Acquire the project property, including all legal and transaction costs.

If the offer includes a proposal to develop the property, which is accepted by the Department, the following shall also apply:
- B. Grant development rights to the selected Developer for the project.
- C. Review the Developer's soils investigation and analysis within 14 days of its receipt and determine if the project is to be canceled.
- D. Obtain and process at its expense the Environmental Assessments necessary to comply with HRS Chapter 343.
- E. Pay for design of all roadways and utilities servicing the site.
- F. Pay for site construction not to exceed the cost of on- and off-site infrastructure construction, utility connections up to the lot boundary and grading. Pay for utility development fees or facility costs, less any development credits as may be applicable. Pay for the cost of clearing and grubbing and mass grading of

property to building pad sub-grade elevations. All additional finished grading inclusive of building pad and utility excavation and installation within each house lot will be included as on-site building cost to be borne by the Developer and/or lot owner.

- G. Request Housing and Community Development Corporation of Hawaii (HCDCH) assistance to certify the persons or entities who are contractually participating in the project and are involved in the design, development/planning, construction, financing, marketing and sale of the project and whom the Department has approved in writing, for exemption from applicable Hawaii general excise taxes on gross income received from the Project pursuant to section 201G-116, HRS.
- H. Provide Developer with names and addresses on the appropriate Residential Waiting List and certify the native Hawaiian Qualification status of interested and/or financially pre-qualified applicants.
- I. Assist with orientation and lot selection meetings.
- J. Provide and record executed leases and the consent to mortgage documents. Record any mortgage documents. (The recordations are internal Department records.)

2.4 TERM OF CONTRACT

The original contract shall be for a period of four (4) years, subject to negotiation and is intended to begin approximately on March 1, 2019. Additional options to extend the contract term is subject to negotiation in the final contract terms.

Subject to options to extend the contract, the Contractor and the State may extend the term of the contract for number of additional periods additional describe period, i.e. 12-month, etc. period or portions thereof without the necessity of re-soliciting, upon mutual agreement in writing at least sixty (60) days prior to the expiration of the contract. The contract price or commission paid to the Contractor for the extended period shall remain the same or as described in the offer.

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

2.5 CONTRACT ADMINISTRATOR

For the purposes of this contract, Norman Sakamoto, Land Development Division Administrator, (808) 620-9271, or authorized representative, is designated the Contract Administrator.

SECTION THREE

PROPOSAL FORMAT AND CONTENT

3.1 OFFEROR'S AUTHORITY TO SUBMIT AN OFFER

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

3.2 REQUIRED REVIEW

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

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

3.3 PROPOSAL PREPARATION COSTS

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

3.4 TAX LIABILITY

3.4.1 Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Contractor is advised that they are liable for the Hawaii GET at the current 4.5% for sales made on Oahu, and at the 4% rate for the islands of Hawaii, Maui, Molokai, and Kauai. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

3.4.2 Federal I.D. Number and Hawaii General Excise Tax License I.D. Offeror shall submit its current Federal I.D. No. and Hawaii General Excise Tax License I.D. number in the space provided on Offer Form, page OF-1,

thereby attesting that the Offeror is doing business in the State and that Offeror will pay such taxes on all sales made to the State.

3.5 PROPERTY OF STATE

All proposals become the property of the State of Hawaii.

3.6 CONFIDENTIAL INFORMATION

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

3.6.2 An Offeror shall request in writing nondisclosure of information such as designated trade secrets or other proprietary data Offeror considers to be confidential. Such requests for nondisclosure shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

3.7 EXCEPTIONS

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

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

3.8 PROPOSAL OBJECTIVES

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

3.8.2 Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate for the purpose. Emphasis will be on completeness and clarity and content.

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

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

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

3.9 PROPOSAL FORMS

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

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

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

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

3.10 PROPOSAL CONTENTS

Proposals must:

3.10.1 Include a transmittal letter to confirm that the Offeror shall comply with the requirements, provisions, terms, and conditions specified in this RFP.

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

3.10.3 If subcontractor(s) will be used, append a statement to the transmittal letter from each subcontractor, signed by an individual authorized to legally bind the subcontractor and stating:

- a. The general scope of work to be performed by the subcontractor;
- b. The subcontractor's willingness to perform for the indicated.

3.10.4 Provide all of the information requested in this RFP in the order specified.

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

- a. Transmittal Letter
See SECTION SEVEN, Attachment 1, Offer Form OF-1.
- b. Property Description, Offer Form OF-2
- c. Proposal to Develop (optional) including an overall strategy, timeline and plan.
- d. Price.
See SECTION SEVEN, Attachment 2, Offer Form OF-2.
Attach proforma budget to this section, clearing showing Offerors proposal and Department's budget requirements.
- e. Exceptions.

3.11 RECEIPT AND REGISTER OF PROPOALS

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

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

3.12 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF OFFERS

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

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

3.13 MISTAKES IN PROPOSALS

3.13.1 Mistakes shall not be corrected after award of contract.

- 3.13.2 When the Procurement Officer knows or has reason to conclude before award that a mistake has been made, the Procurement Officer should request the offeror to confirm the proposal. If the Offeror alleges mistake, the proposal may be corrected or withdrawn pursuant to this section.
- 3.13.3 Once discussions are commenced or after best and final offers are requested, any priority-listed Offeror may freely correct any mistake by modifying or withdrawing the proposal until the time and date set for receipt of best and final offers.
- 3.13.4 If discussions are not held, or if the best and final offers upon which award will be made have been received, mistakes shall be corrected to the intended correct offer whenever the mistake and the intended correct offer are clearly evident on the face of the proposal, in which event the proposal may not be withdrawn.
- 3.13.5 If discussions are not held, or if the best and final offers upon which award will be made have been received, an Offeror alleging a material mistake of fact which makes a proposal non-responsive may be permitted to withdraw the proposal if: the mistake is clearly evident on the face of the proposal but the intended correct offer is not; or the Offeror submits evidence which clearly and convincingly demonstrates that a mistake was made.

Technical irregularities are matters of form rather than substance evident from the proposal document, or insignificant mistakes that can be waived or corrected without prejudice to other Offerors; that is, when there is no effect on price, quality, or quantity. If discussions are not held or if best and final offers upon which award will be made have been received, the Procurement Officer may waive such irregularities or allow an Offeror to correct them if either is in the best interest of the State. Examples include the failure of an Offeror to: return the number of signed proposals required by the request for proposals; sign the proposal, but only if the unsigned proposal is accompanied by other material indicating the Offeror's intent to be bound; or to acknowledge receipt of an amendment to the request for proposal, but only if it is clear from the proposal that the Offeror received the amendment and intended to be bound by its terms; or the amendment involved had no effect on price, quality or quantity.

SECTION FOUR
EVALUATION CRITERIA

The Department may accept more than one proposal submitted, and reserves the right to reject any or all proposals as unacceptable.

For the purposes of evaluating acquisition and development proposals submitted, a 100 point maximum scoring system is utilized. Acceptable proposals will require a minimum average score of 80 points from the selection committee for consideration for award.

The evaluation criteria and points are shown below:

- 1) Suitability of property: location, cost of acquisition, topography, availability of off-site facilities, compatibility with neighboring properties, proximity to services. Environmental issues will result in deduction of points. (25 points)
- 2) Site plan: Proposed densities and compatibility with surrounding land uses; siting and design of roadways and utilities. (5 points)
- 3) Lot and House mix and plans: The proposed mix to meet the particular needs and desires of applicants on the corresponding Island-wide Residential Waiting List, or Undivided Interest awards. Designs including appearance, materials, features, options, expandability and warranties to be included. (5 points)
- 4) Financing program: Proposed interim and permanent financing with letters of intent, programs to reduce monthly mortgage costs to the homeowners, other sources of funds to reduce the cost of infrastructure to the Department, credit counseling or other services the offeror will provide to potential buyers. (If selected, Offeror shall submit letters of commitments from agencies or financial institutions.) (15 points)
- 5) Marketing plan: analysis of the applicable waiting list, marketing strategies, selection/sales process and procedures, a schedule of housing prices for the housing plans submitted, and a long-term program for owner-builder development. (5 points)
- 6) Project schedule: including but not limited to schedule for acquisition, schedule for environmental compliance, schedule for site work, schedule for house construction, schedule for sales and awards. (10 points)
- 7) Guaranteed maximum price (GMP): for offsite and onsite infrastructure work. GMP may include any management fees essential to the implementation of a marketing and sales program for vacant/improved lots and implementation of various house construction options including owner-builder and self-help programs, where additional management costs are required to ensure a high level of success with its improved lot or self-help selectees. (15 points)

- 8) Developer's qualifications: experience, financial qualifications, track record in real estate development and management of similar nature, reputation in the community for quality of work, past record in closing out projects on time within budget in conformity with contract requirements and without a history of making unreasonable or frivolous claims. (15 points)
- 9) Development team's qualifications: experience as a team in similar projects, financial qualifications and track record working as a team and as individuals as far as reputation in the community for quality of work, past record in closing out projects on time within budget in conformity with contract requirements without a history of unreasonable or frivolous claims. (5 points)

For purposes of evaluating land acquisition **only** proposals, the evaluation criteria is shown below:

- 1) Suitability of property: location, cost of acquisition, topography, availability of off-site facilities, compatibility with neighboring properties, proximity to services. Environmental issues will result in deduction of points.(75 points)
- 2) Project Implementation schedule: including but not limited to schedule for acquisition, schedule for environmental compliance, potential schedule for site work, potential for schedule for house construction, potential schedule for sales and awards. (25 points)

SECTION FIVE

SELECTION AND CONTRACT AWARD

5.1 SELECTION

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

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

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

- h. Following any discussions, priority-listed offerors may be invited to submit a best and final offer (BAFO), if necessary. The Procurement Officer or the appointed evaluation committee reserves the right to have additional rounds of discussions with the top three (3) priority-listed offerors prior to the submission of the BAFO.
- i. The date and time for Offerors to submit their BAFO, if necessary, is indicated in the RFP Schedule in Section One. This date is an estimate only. If Offeror does not submit a notice of withdrawal or a BAFO by the date indicated in the request for BAFO, the Offeror's immediate previous offer shall be construed as its BAFO.

5.2 EVALUATION OF PROPOSALS

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

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

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

5.3 AWARD OF CONTRACT

The Department may find more than one proposal acceptable and award more than one proposal submitted from responsive and responsible Offerors whose proposals meet the criteria stated above. The Department reserves the right to reject any or all proposals as unacceptable.

- a. After receipt and evaluation of the BAFOs in accordance with the evaluation criteria in Section Three, the Procurement Officer or an evaluation committee will make its recommendation. The Procurement Officer will award the contract to the Offeror whose proposal is determined to be the most advantageous to the State taking into consideration price and the evaluation factors set forth in Section Three.
- b. The contents of any proposal shall not be disclosed during the review, evaluation, discussion, or negotiation process. Once the award notice is posted, all proposals, successful and unsuccessful, become available for public inspection. Those sections that the Offeror and the State agree are confidential and/or proprietary in accordance with all applicable laws should be identified by the Offerors and shall be excluded from access.

- c. The Procurement Officer or an evaluation committee reserves the right to determine what is in the best interest of the State for purposes of reviewing and evaluating proposals submitted in response to the RFP. The Procurement Officer or an evaluation committee will conduct a comprehensive, fair and impartial evaluation of proposals received in response to the RFP.
- d. **Method of Award.** The award(s) will be made to responsive, responsible Offeror(s) whose proposal is determined to be the most advantageous to the State based on the evaluation criteria.

The notice of award, if any, resulting from this solicitation shall be posted on the Hawaii Awards & Notices Data System (HANDS), which is available on the SPO website: <https://hands.ehawaii.gov/hands/welcome>.

- e. **Responsibility of Highest-Scoring Responsive Offeror.** Pursuant to HRS Chapter 103D-310(c), the Selected Offeror shall at the time of award be compliant with all laws governing entities doing business in the State, including, but not limited to:

- 1) Chapter 237, tax clearance;
- 2) Chapter 383, unemployment insurance;
- 3) Chapter 386, workers' compensation;
- 4) Chapter 392, temporary disability insurance;
- 5) Chapter 393, prepaid health care; and
- 6) Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

As proof of compliance, offerors must furnish to the DHHL a current and valid Certificate of Vendor Compliance from the Hawaii Compliance Express (HCE) system. The State shall verify compliance on HCE. If an offeror is not compliant on HCE at the time of award, the offeror will not receive the award, even if a notice of intent to award was issued.

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

While not a prerequisite to award, Offerors are advised to register on HCE soon as possible. Offerors should register with HCE at <https://vendors.ehawaii.gov> prior to submitting an offer. The annual registration fee is \$12.00 and the 'Certificate of Vendor Compliance' is accepted as proof of compliance for award, execution of the contract, and final payment.

This RFP, any addenda issued, and the Offeror's proposal shall become a part of the contract. All proposals shall become the property of the State of Hawaii.

- f. **Agreement Form and Execution.** The Successful Offeror shall be required to enter into a formal written agreement with the DHHL, in the form of a Contract for Goods and Services Based on Competitive Sealed Proposals, prior to commencement of the services, in accordance with the laws, rules and regulations of the State of Hawaii. See Exhibit A. The stated requirements appearing elsewhere in this RFP shall become part of the terms and conditions of the Contract as though incorporated into the Contract. DHHL reserves the right to add or modify any Contract term or condition prior to execution of the Contract.

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

- g. **Insurance Requirements.** Within fifteen days after award of this Contract and prior to the execution of the Contract, unless otherwise specified by DHHL, the Successful Offeror shall furnish the Procurement Officer certificate(s) of insurance as evidence of the existence of the insurance coverage specified in Section Six, in amounts not less than the amounts specified therein. This insurance must be maintained during the entire performance period of the Contract at the Successful Offeror's own expense. Certificates of Insurance shall include the following language or an equivalent provision: "Should any policies be cancelled or altered before the expiration date thereof, the issuing insurer is required to provide the certificate holder twenty (20) days written notice" of the cancellation, and shall name the State of Hawaii and DHHL as additional insured.

5.4 RESPONSIBILITY OF OFFERORS

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

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

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

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

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

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

5.5 PROPOSAL AS PART OF THE CONTRACT

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

5.6 PUBLIC EXAMINATION OF PROPOSALS

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

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

5.7 DEBRIEFING

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

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

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

5.8 PROTEST PROCEDURES

A protest of an award or proposed award pursuant to §103D-302 or §103D-303, HRS, shall be submitted in writing to the Department, within five (5) working days

after the posting of the award of the Contract or, if requested, within five (5) working days after the debriefing is completed.

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

Jobie M. K. Masagatani, Chairman
Hawaiian Homes Commission
Department of Hawaiian Home Lands
91-5420 Kapolei Parkway
Kapolei, Hawaii 96707

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers.

5.9 APPROVALS

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

5.10 CONTRACT EXECUTION

If the offer includes a proposal to develop the property, which is accepted by the Department, a successful Offeror receiving award shall enter into a formal written contract in the form as in Exhibit B. No performance or payment bond is required for this contract.

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

If an option to extend is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract for the additional extension period.

5.11 INSURANCE

5.11.1 Prior to the contract start date, the Contractor shall procure at its sole expense and maintain insurance coverage acceptable to the State in full force and effect throughout the term of the Contract. The Offeror shall provide proof of insurance for the following minimum insurance coverage(s)

and limit(s) in order to be awarded a contract. The type of insurance coverage is listed as follows:

| <u>Insurance Coverage</u> | <u>Minimum Policy Limits</u> |
|---|--|
| General Liability | \$2,000,000.00 in the aggregate for property damage; \$1,000,000.00 per occurrence for injuries to or death of any one person in any accident in the aggregate |
| Workers' Compensation | As required by Hawaii laws |
| Fire and extended coverage | 100% replacement value |
| Builder's risk covering the general contractor and all subcontractors | 100% replacement value |
| Malicious mischief | 100% replacement value |
| Flood insurance (if required) | Maximum coverage available |

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

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

5.11.4 The certificates of insurance shall contain the following clauses:

1. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
2. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

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

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

5.12 PAYMENT

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

5.13 CONTRACT INVALIDATION

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

SECTION SIX
SPECIAL PROVISIONS

6.1 OFFER GUARANTY

A proposal security deposit is NOT required for this RFP.

6.2 PROPERTY ACCESS

The Department shall be allowed reasonable access to conduct "due diligence" investigations of the selected parcel(s), including, but not limited to title search, appraisal, environmental assessment, and phase 1 environmental hazard assessment. The revelation of false or misleading statements, or major omissions in a proposal will be grounds to cancel selection of the proposal and terminate negotiation of the contract and/or Development Agreement.

SECTION SEVEN

ATTACHMENTS AND EXHIBITS

- Attachment 1: OFFER FORM, OF-1
- Attachment 2: OFFER FORM, OF-2
- Exhibit A: OVERVIEW OF PROCUREMENT PROCESS
- Exhibit B: CONTRACT SAMPLE FORM
- Exhibit C: AG 103D GENERAL CONDITIONS
- Exhibit D: DHHL CONSTRUCTION GENERAL CONDITIONS.

**OFFER FORM
OF-1**

LAND ACQUISITION, ISLAND OF MAUI
STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS
RFP-19-HHL-002

Head of Purchasing Agency
Department of Hawaiian Home Lands
State of Hawaii
91-5420 Kapolei Parkway
Kapolei, Hawaii 96707

Dear Head of Purchasing Agency:

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

Offeror is:

- Sole Proprietor Partnership *Corporation Joint Venture
 Other _____
*State of incorporation: _____

Hawaii General Excise Tax License I.D. No. _____

Federal I.D. No. _____

Payment address (other than street address below): _____
City, State, Zip Code: _____

Business address (street address): _____
City, State, Zip Code: _____

Respectfully submitted:

Date: _____ (x) _____
Authorized (Original) Signature

Telephone No.: _____

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

E-mail Address:

**

Exact Legal Name of Company (Offeror)

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

OFFER FORM 1A

**RFP-19-HHL-004
PROPOSAL FOR LAND ACQUISITION, ISLAND OF MAUI**

DEVELOPER'S APPLICATION AND QUALIFICATION FORM
(Applicable only if offer includes development of residential units)

Section 1: General Information

Responsible Managerial Employee (RME)
/Title

RME's E-mail Address

RME's Address

RME's Telephone No.

City, State, Zip Code

RME's Facsimile No.

List of Corporate Officers and Directors or Individual Partners, Joint Ventures or Owners

Name: _____
Title: _____
Telephone No.: _____
Address: _____

Name: _____
Title: _____
Telephone No.: _____
Address: _____

Name: _____
Title: _____
Telephone No.: _____
Address: _____

Name: _____
Title: _____
Telephone No.: _____
Address: _____

Name: _____
Title: _____
Telephone No.: _____
Address: _____

Name: _____
Title: _____
Telephone No.: _____
Address: _____

NOTE: Please attach separate page if more space is needed. Should any information change during the proposal evaluation, selection, and award process, it is the responsibility of the applicant to update DHHL in writing of such changes.

Corporate Shareholders Holding 25% or More of the Outstanding Shares:

Name: _____
 Title: _____
 Telephone No.: _____
 Address: _____

Name: _____
 Title: _____
 Telephone No.: _____
 Address: _____

Name: _____
 Title: _____
 Telephone No.: _____
 Address: _____

Name: _____
 Title: _____
 Telephone No.: _____
 Address: _____

Section 2: Project Development Team

| | Company/ Address | Contact Person/ Telephone No. |
|---|---------------------|----------------------------------|
| Developer | | |
| Architect | | |
| Civil Engineer | | |
| House Contractor (<u>if different from above</u>) | | |
| Financing | | |
| Sales | | |
| Legal | | |
| Other (specify – attach additional sheets if necessary) | | |
| | | |
| | | |
| | | |

Section 3: Financial Information

Note: Financial information submitted to DHHL shall be kept confidential and shall not be considered as a public record as defined in Chapter 92, Hawaii Revised Statutes. Financial information shall not be released without the express written consent of the applicant.

1. Proposals shall include the following:
 - (a) If applicable, a certified copy of the Articles of Incorporation.
 - (b) If applicable, a certified copy of the By-Laws.
 - (c) If applicable, a certified copy of the Corporation Resolution which authorizes the applicant and borrowing or guaranty, if applicable.
 - (d) If applicable, a certified copy of the Partnership Certificate.
 - (e) If applicable, a certified copy of the Joint Venture Agreement.
 - (f) If applicable, a description of any financial default, modification of terms and conditions of financing to avoid default, or legal actions taken or pending against the applicant and borrowing and guaranteeing entities and their principals.
 - (g) One of the following:
 - 1) The two most recent audited annual financial statements;
 - 2) A statement of financial net worth; or
 - 3) A statement of bonding capacity.
 - (h) Certification that the Offeror is not in default or has failed to perform under any contract, agreement, development or design-build agreement, or lease with the State of Hawaii, and does not have any outstanding judgments.

Section 4: Resume of Offeror's Experience in Real Estate Development

The applicant must meet the following criteria:

A principal member of the Offeror's company must have at least five (5) years of real estate development experience; and a member of the Offeror's company who is responsible for day to day operations must have been materially involved in the development of at least three (3) separate projects with at least one project consisting of twenty (20) or more units.

Please attach a description of the Offeror's company experience which supports the foregoing requirement and which includes the following information:

- A. A list of housing projects developed;
- B. The role of the applicant in developing the listed housing projects;
- C. A brief description of the housing projects;
- D. If applicable, a description of all housing projects or facilities owned and operated by the applicant;
- E. If applicable, a statement of the applicant's past or current involvement with the Department of Hawaiian Home Lands (DHHL), Hawaii Housing Finance and Development Corporation (HHFDC), and/or the Hawaii Public Housing Authority (HPHA). Include a description of any assistance received from DHHL, HHFDC, and/or HPHA.

OFFER FORM OF-2
RFP-19-HHL-004
PROPOSAL FOR LAND ACQUISITION, ISLAND OF MAUI

Table of Contents

Basic Instructions

Part I, Description of Property

Part II, Development Proposal

A. Development Summary and Pricing Schedule

B. Site Plan

C. House Plans and Outline Specifications

D. Project Feasibility Analysis

1. Revenue and Cost Categories

2. Summary

3. Feasibility Analysis

4. Estimated Project Cashflow

E. Exemptions

F. Financing Plan

G. Marketing Plan

H. Warranty Program

I. Preliminary Schedule

J. Conditions

K. Certification

Basic Instructions for Packaging of Proposals

1. Please package your proposal in 3-ring binder.
2. Major sections of the proposal shall be identified by "Tabs".
3. Section I of the Proposal shall be "Offer Form OF-1" and "Offer Form OF-1A".
4. Section II of the Proposal shall be this "Offer Form OF-2".
5. Section III of the Proposal shall be exhibits. All drawings and exhibits to the proposal shall be neatly folded and clipped into the 3-ring binder.
6. Fill in all blank spaces with information requested; failure to provide all requested information may cause the proposal to be invalidated.
7. Please submit an original and five (5) copies of your proposal, for a total of six (6) sets.
8. An Offeror shall request in writing nondisclosure of information such as designated trade secrets or other proprietary data Offeror considers to be confidential. Such requests for nondisclosure shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

_____ (offeror) hereby proposes to the Department of Hawaiian Home Lands to (check one box):

- Sell the property described in Part I.
- Sell the property described in Part I, and develop residential units as described in Part II.

PART I, DESCRIPTION OF PROPERTY

| | |
|--|--|
| Proposed Sale Price | |
| Location (Island, section) | |
| Area (Acres / Square Feet) | |
| Tax map key | |
| Land Court Parcel (if applicable) | |
| Street Address (if applicable) | |
| Landowner | |
| Current Use(s) | |
| Surrounding Uses | |
| Easements, reservations, or other encumbrances | |
| State Land Use Classification | |
| County Development Plan Classification | |
| County Zoning Designation | |
| Special Management Area / District Designation | |
| Topography | |
| Soil Types | |
| Flood Zone | |
| Wetlands | |
| Endangered Flora and/or Fauna | |
| Archaeological and/or Burial Sites | |
| Toxic or Hazardous Materials | |
| Other Known Environmental Concerns | |

Describe Existing Infrastructure (Current capacity and additional facilities required to service the proposed development.)

| | |
|--|--|
| Water (source, storage, transmission facilities) | |
| Wastewater (pumping, transmission, treatment facilities) | |
| Drainage (holding and transmission facilities) | |
| Transportation (proximity to population centers, roadway system) | |
| Other Utilities (electrical, cable television; underground vs. overhead) | |

Existing Support Facilities (Identify and estimate distance from parcel)

| | |
|-------------------------|--|
| Schools | |
| Elementary | |
| Middle | |
| High | |
| Charter | |
| Private | |
| Post office | |
| Medical | |
| Government facilities | |
| Recreation and shopping | |

Submit supporting documents as applicable

✓ if submitted

| | |
|---|--|
| Proof of Ownership (Copy of deed, etc.) | |
| Encumbrances (Mortgage, liens, easements, etc.) | |
| ALTA Survey | |
| Title Search | |

PART II, DEVELOPMENT PROPOSAL

A. DEVELOPMENT SUMMARY AND PRICING SCHEDULE

1. The proposed number of lots to be developed.

| | No. of Lots | Ave. Cost/ Lot |
|---------------------|-------------|----------------|
| Fully Improved Lots | | |

2. The proposed number of housing units to be developed by type (Option 2 only).

| | No. of Units | % of Total Units |
|----------------------------|--------------|------------------|
| Developer-built (turn-key) | | |
| Self-help | | |
| Other (specify)* | | |
| Vacant Lots | | |
| Total Units | | 100% |

* Including self-help, Habilitat for Humanities, custom-built, etc.

3. Proposed units by type and estimated sales price (Option 2 only).

| Type of unit | Bed-rooms | Bath-rooms | No. of Units | Area (sq ft) | | | Total | Estimated Sales Price |
|--------------|-----------|------------|--------------|--------------|-----------------|--------------|-------|-----------------------|
| | | | | Net Living | Garage/ Carport | Patio/ Lanai | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Total | | | | | | | | |

C. HOUSE PLANS AND OUTLINE SPECIFICATIONS

Provide schematic plans and outline specifications for the proposed residential units. Schematic plans shall include floor plans and elevations at a scale of 1/4" = 1'0". Outline specifications shall include preliminary information on the following items:

1. Foundation (including termite treatment)
2. Framing (including termite treatment)
3. Roofing
4. Partitions
5. Interior Wall Finishes
6. Exterior Wall Material & Finishes
7. Ceiling Finishes
8. Carpeting & Floors
9. Doors & Windows
10. Cabinetry
11. Fixtures & Appliances (range, minimum)
12. Garage/Carport
13. Special Features (if any)

House plans shall be attached to Section III of the Proposal as "Exhibit 2". Mark each sheet "2A", "2B", etc. In addition to the drawings submitted with the proposal, please submit one extra set of drawings (unfolded) and a reduced black and white version of all drawings in an 11" x 17" format.

D. PROJECT FEASIBILITY ANALYSIS

1. Revenue and Cost Categories

All prospective developers must use the following categories to prepare the feasibility analysis for their proposal. Revenues and costs must be stated in current dollars as of the date of submittal. Please note that numbers in parentheses refer to the line items on the Project Pro Forma Summary Sheet.

Land Acquisition (1) – Proposed price to DHHL, plus closing costs.

Site Development (2) – Costs related to the planning, design, and construction of on- and off-site infrastructure. These costs will be funded by DHHL and/or other agency grants or subsidies – they may not be re-captured through house sales.

House (3) – Costs related to the design, construction and sale of housing units. These costs will be funded by the interim construction loan, which will be repaid with revenues generated by house sales. (option 2 only)

Indirect Construction (4) – Costs arising from engineering and architectural consulting contracts, as itemized. A breakdown of other costs shall be listed on a separate sheet.

Direct Construction (5) – Costs from construction contracts and subcontracts, permit fees, bonding and insurance costs, and construction related utility costs. Provide separate numbers for each item listed on the Feasibility Analysis Sheet.

Indirect Development:

Project Management (6) – Developer’s management fee. The selected developer will be required to itemize the Project Management budget items prior to execution of the Development Agreement.

Fees and Assessments (7) – Utility connection fees, and other similar fees. A breakdown of these costs shall be included on a separate sheet. (Note: Construction permits and other fees paid directly by the contractor shall be included in the construction cost above.)

Financing (8) – This cost item must include the costs for interim and permanent financing. The permanent financing (financing for the home buyers) shall include commitment fees and discount points. Details, including fees and any special loan packages shall be described in the Financing Plan.

Marketing and Sales (9) – Costs associated with merchandising, sales, master appraisal, DHHL award process requirements and any model units (excluding structure and lot). Examples are orientation and lot selection meetings, model complex landscaping, decoration furnishings, maintenance, utilities and restoration, sales office expenses, brochures, postage, and advertising, etc.

Closing Costs and Commissions (10) – Costs associated with the closing of the sale of the units, including escrow fees, sales commissions, and miscellaneous closing fees.

Legal (11) – Projected legal costs for start up and development of the project to include legal costs for the Development Agreement, Loan Agreement, Community Association, and general legal requirements.

Other (12) – Costs not covered above. A cost breakdown shall be included on a separate sheet.

Contingency (13) – Estimated contingency to cover unanticipated costs.

2. Summary

| | Turn-key | Self-help | Vacant Lot | Other | Total |
|----------------------------|----------|-----------|------------|-------|-------|
| Lot count | | | | | |
| Gross acres | | | | | |
| Gross density (lots/acre) | | | | | |
| | | | | | |
| Infrastructure Development | | | | | |
| Cost/lot | | | | | |
| | | | | | |
| Average sales price/unit | | | n/a | | |
| Average square feet/unit | | | n/a | | |
| Average price/square foot | | | n/a | | |
| Average cost/unit * | | | n/a | | |
| Average cost/square foot | | | n/a | | |
| Monthly absorption | | | | | |

* Direct construction cost (exclude land acquisition, indirect construction costs, and profit).

3. Feasibility Analysis: Options 1&2

COSTS

Land Acquisition (1) _____

Site Development (2) _____

Indirect Construction (4)

Civil Engineer _____

Traffic Engineer _____

Archaeological _____

Survey (Construction) _____

Soils Engineer _____

Others _____

Sub-total _____

Direct Construction (5)

On -site Infrastructure _____

Off -site Infrastructure _____

Street Maintenance/Electricity _____

Sub-total _____

Indirect Development

Project Management (6) _____

Fees and Assessments (7) _____

Other (12) _____

Sub-total _____

Contingency (13)

Total Site Development Costs _____

House Development (3) (Option 2 only) _____

Indirect Construction (4)

Architect _____

Structural Engineer _____

Other (12) _____

Sub-total _____

Direct Construction (5)

Houses _____

Indirect Development

Interim Loan Fees (8) _____

Interim Loan Interest (8) _____

Permanent Loan Fees (8) _____

Marketing and Sales (9) _____

Closing Costs and Commissions (10) _____

Project Management (6) _____

Legal (11) _____

Fees and Assessments (7) _____

Other (12) _____

Sub-total _____

Contingency (13)

Total Building Development Costs (TBDC) _____

TOTAL DEVELOPMENT COSTS \$ _____

REVENUES

DHHL Funds _____

House Sales _____

Other _____

TOTAL REVENUES (TR) \$ _____

Developer's Profit (TR minus TBDC) \$ _____

4. Estimated Project Cashflow: Options 1&2

| COSTS | Total | Month 1 | Month 2 | Month 3 etc. → |
|-----------------------------------|-------|---------|---------|-------------------|
| Land Acquisition | \$ | \$ | \$ | \$ |
| Infrastructure | | | | |
| Civil Engineer | | | | |
| Traffic Engineer | | | | |
| Archaeological | | | | |
| Survey (Construction) | | | | |
| Soils Engineer | | | | |
| Other | | | | |
| On -site Infrastructure | | | | |
| Off -site Infrastructure | | | | |
| Street Maintenance/Electricity | | | | |
| Project Management | | | | |
| Fees and Assessments | | | | |
| Other | | | | |
| Contingency | | | | |
| Total Infrastructure Costs | \$ | \$ | \$ | \$ |

| | | | | |
|--------------------------------|----|----|----|----|
| House (Option 2 only) | | | | |
| Architect | | | | |
| Structural Engineer | | | | |
| Other | | | | |
| Construction | | | | |
| Interim Loan Fee | | | | |
| Interim Loan Interest | | | | |
| Permanent Loan Fees | | | | |
| Marketing & Sales | | | | |
| Closing Costs and Commission | | | | |
| Project Management | | | | |
| Legal | | | | |
| Fees and Assessments | | | | |
| Other | | | | |
| Contingency | | | | |
| Total House Costs | \$ | \$ | \$ | \$ |
| TOTAL DEVELOPMENT COSTS | \$ | \$ | \$ | \$ |

| REVENUES | | | | |
|-----------------------|----|----|----|----|
| House Sales | | | | |
| DHHL Funds | | | | |
| Other (specify) | | | | |
| TOTAL REVENUES | \$ | \$ | \$ | \$ |

I. PRELIMINARY SCHEDULE

The proposed detailed schedule for the implementation of the project shall be provided below. Indicate target dates in months, with "Day 1" assumed as the effective date of the executed Development Agreement. This schedule assumes all permits such as grading, building, etc. and issuances of certificates of occupancy (if required) are included if not stated below. The proposed schedule as submitted by the Offeror may be reflected as a performance requirement of the Development Agreement if the Offeror is selected.

| <u>Major Milestone</u> | <u>Duration</u> | <u>Start</u> | <u>Complete</u> |
|--|-----------------|--------------|-----------------|
| Execute Development Agreement | | day 1 | |
| Complete preliminary design | _____ | _____ | _____ |
| DHHL & County design review complete | _____ | _____ | _____ |
| Complete Final Design | _____ | _____ | _____ |
| DHHL & County design review complete | _____ | _____ | _____ |
| Off-site Infrastructure Construction | _____ | _____ | _____ |
| On-site Infrastructure Construction | _____ | _____ | _____ |
| Applicant Notification & Lot Selection | _____ | _____ | _____ |
| County Building Permits & Approvals | _____ | _____ | _____ |
| Model Home Construction | _____ | _____ | _____ |
| Production House Construction | _____ | _____ | _____ |
| House Occupancy | _____ | _____ | _____ |
| The planned rate of housing production is: | _____ | Per month | |
| The projected rate of house sales is: | _____ | Per month | |

Describe any sub-phasing of construction if applicable.

K. CERTIFICATION AND ACKNOWLEDGEMENTS

The undersigned represents and warrants that the information provided is true and complete and that DHHL may consider the information as continuing to be true and correct until a written notice of a change is given to DHHL by the undersigned. The undersigned understands that knowingly making any false statement to DHHL in connection with this application shall constitute perjury and be punishable as such. The undersigned agrees to provide any other information that DHHL deems necessary to determine the qualifications of the applicant.

The undersigned agrees and certifies that the Department shall not be held liable for any information provided by the Department to the developer, whether contained herein or provided separately.

It is further understood and agreed that:

1. The Department Selection Committee reserves the right to reject any or all proposals and waive any defects when, in the Committee's opinion, such rejection or waiver will be for the best interest of the State;
2. The selection of proposals shall be conditioned upon funds being made available for this project and further upon the right of the Department to hold all proposals received for a period of ninety (90) days from the date of the opening thereof, unless otherwise required by law, during which time no proposal may be withdrawn;
3. By submitting this proposal, the undersigned is declaring that the undersigned's firm has not been assisted or represented on this matter by an individual who has, in a State capacity, been involved in the subject matter of this contract in the past two (2) years.
4. DHHL is relying on the information provided herein to qualify the undersigned as an eligible Developer under the Hawaiian Homes Commission Act, 1920, as amended.

Receipt of the following addenda issued by the Department is acknowledged by the date(s) of receipt indicated below:

| | |
|----------------------|----------------------|
| Addendum No. 1 _____ | Addendum No. 4 _____ |
| Addendum No. 2 _____ | Addendum No. 5 _____ |
| Addendum No. 3 _____ | Addendum No. 6 _____ |

Respectfully submitted,

(CORPORATE SEAL)

By _____

Title _____

Date _____

OVERVIEW OF THE RFP PROCESS

- 5.1 The RFP is issued pursuant to Subchapter 6 of HAR Chapter 3-122, implementing HRS §103D-303.**
- 5.2 The procurement process begins with the issuance of the RFP and the formal response to any written questions or inquiries regarding the RFP. Changes to the RFP will be made only by Addendum.**
- 5.3 Proposals shall be received on HePS. The register of proposals and Offerors' proposals shall be open to public inspection after posting of the award.**

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

- 5.4 The Procurement Officer, or an evaluation committee approved by the Procurement Officer, shall evaluate the proposals in accordance with the evaluation criteria in Section Four.**
- 5.5 Proposals may be accepted on evaluation without discussion. However, if deemed necessary, prior to entering into discussions, a "priority list" of responsible Offerors submitting acceptable and potentially acceptable proposals shall be generated. The priority list may be limited to a minimum of three responsible Offerors who submitted the highest-ranked proposals. The objective of these discussions is to clarify issues regarding the Offeror's proposal before the BAFO is tendered.**
- 5.6 If during discussions there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate such clarification or change. Addenda to the RFP shall be distributed only to priority listed Offerors who submit acceptable or potentially acceptable proposals.**
- 5.7 Following any discussions, Priority Listed Offerors will be invited to submit their BAFO, if required. The Procurement Officer or an evaluation committee reserves the right to have additional rounds of discussions with the top three (3) Priority Listed Offerors prior to the submission of the BAFO.**
- 5.8 The date and time for Offerors to submit their BAFO, if any, is indicated in Section 1.4, RFP Schedule and Significant Dates. If Offeror does not submit a notice of withdrawal or a BAFO, the Offeror's immediate previous offer shall be construed as its BAFO.**

- 5.9** After receipt and evaluation of the BAFOs in accordance with the evaluation criteria in Section Four, the Procurement Officer or an evaluation committee will make its recommendation. The Procurement Officer will award the contract to the Offeror whose proposal is determined to be the most advantageous to the State taking into consideration price and the evaluation factors set forth in Section Four.
- 5.10** The contents of any proposal shall not be disclosed during the review, evaluation, or discussion. Once award notice is posted, all proposals, successful and unsuccessful, become available for public inspection. Those sections that the Offeror and the State agree are confidential and/or proprietary should be identified by the Offerors and shall be excluded from access.
- 5.11** The Procurement Officer or an evaluation committee reserves the right to determine what is in the best interest of the State for purposes of reviewing and evaluating proposals submitted in response to the RFP. The Procurement Officer or an evaluation committee will conduct a comprehensive, fair and impartial evaluation of proposals received in response to the RFP.
- 5.12** The RFP, any addenda issued, and the successful Offeror's proposal shall become a part of the contract. All proposals shall become the property of the State of Hawaii.