



Department of Hawaiian Home Lands

RELEASE DATE: AUGUST 5, 2019

REQUEST FOR PROPOSALS
No. RFP-20-HHL-003

SEALED OFFERS
FOR
REDEVELOPMENT OF THE 820 ISENBERG STREET PROPERTY,
STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

WILL BE RECEIVED UP TO 2:00 P.M. (HST) ON OCTOBER 18, 2019

AT HALE KALANIANAOLE, 91-5420 KAPOLEI PARKWAY, KAPOLEI, HAWAII 96707.
DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO DARRELL ING,
PROJECT MANAGER, TELEPHONE (808) 620-9276, FACSIMILE (808) 620-9299; E-
MAIL AT darrell.h.ing@hawaii.gov.



WILLIAM J. AILA, JR.
CHAIRMAN, HAWAIIAN HOMES COMMISSION
PROCUREMENT OFFICER

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SECTION ONE
INTRODUCTION, TERMS AND ACRONYMS, KEY DATES

1.1 INTRODUCTION

The State Department of Hawaiian Home Lands (DHHL) is issuing this Request for Proposals (RFP) for the demolition and redevelopment of the DHHL property at 820 Isenberg Street, Honolulu, Hawaii. The selected developer's responsibilities shall include demolition of the existing structure; design, construction, financing, management, operation, and maintenance of a multi-family residential rental facility. The target market is beneficiary families in the moderate and low-income categories (below 100% AMI). A portion of the residential units may be proposed for beneficiaries who are in special situations, such as kupuna (over 65 years of age), students/faculty at University of Hawaii, Manoa, or homeless. Offerors may propose secondary (revenue-generating) uses to offset common area maintenance costs and/or provide rent subsidies. Offerors may also propose facilities for the use of homestead associations and Native Hawaiian non-profit organizations.

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

ACHP	=	Advisory Council on Historic Preservation
ADA	=	Americans with Disabilities Act
AMI	=	Area Median Income
APE	=	Area of Potential Effect
BAFO	=	Best and Final Offer
COGS	=	Certificate of Good Standing
COPC	=	Contaminants of Potential Concern
CPO	=	Chief Procurement Officer
DA	=	Development Agreement
DAGS	=	Department of Accounting and General Services
DCAB	=	Disability and Communication Access Board
DHHL	=	Department of Hawaiian Home Lands
FHA	=	Federal Housing Administration
GC	=	103D General Conditions, issued by the Department of the Attorney General
GET	=	General Excise Tax
HAR	=	Hawaii Administrative Rules
HCE	=	Hawaii Compliance Express
HDOH	=	State of Hawaii, Department of Health
HHC	=	Hawaiian Homes Commission

HRS	=	Hawaii Revised Statutes
HUD	=	Department of Housing and Urban Development.
NAHASDA	=	Native American Housing Assistance and Self Determination Act of 1996
NHPA	=	National Historic Preservation Act of 1966, as amended
NRHP	=	National Register of Historic Places
RFP	=	Request for Proposals
SHPD	=	State Historic Preservation Division
VA	=	Department of Veteran Affairs

Addendum – A written document which may be issued by the Chairman during the solicitation period establishing changes to the request for proposals.

Advertisement – A public announcement inviting proposals for work to be performed or materials to be furnished.

Area Median Income (AMI) – the median income for a County as defined by HUD, and as adjusted for family size.

(DHHL) Beneficiary – A native Hawaiian (50% or more Hawaiian blood quantum) and his/her qualified successors; including existing lessees (residential, agricultural, and pastoral); applicants enrolled on the Waitlist; and native Hawaiians who have not applied for a homestead award.

Chairman – Chairman of the Hawaiian Homes Commission. The Chairman also serves as the Director of the Department of Hawaiian Home Lands and is the Procurement Officer for the department.

Commission – The Hawaiian Homes Commission (HHC).

Contact Person – The person designated by the Department to receive various communications in writing to the Department in conjunction with the project.

Department of Hawaiian Home Lands (DHHL or Department) – A public body responsible for administering the day-to-day operations of the Hawaiian Homes Commission Act of 1920, as amended.

Developer – The entity or person retained by the Department to design, construct, finance, market, manage, operate, and maintain the Project.

Development Agreement – The contract through which the Offeror will design, construct, finance, market, manage, operate, and maintain the Project.

Federal Labor Standards – U.S. Department of Housing and Urban Development form HUD-4010, as may be amended from time to time.

Federal Rate Schedule – HUD General Decision HI190001 01/04/2019, as may be amended from time to time.

Hawaiian Home Lands Trust Fund – The trust fund created by Act 14, Special Session Laws of Hawaii, 1995, which established a trust fund within the State Treasury to which all specified appropriations from the State legislature shall be deposited therein.

Hawaiian Homes Commission Act of 1920 (HHCA) – The Act of July 9, 1921, c 42, 42 Stat. 108, which is now part of the Hawaii State Constitution, and is subject to amendment or repeal as prescribed in Article XII of the Hawaii State Constitution.

Inspector – The person assigned to make detailed inspections of contract performance and services supplied.

Laws – All Federal, State, County laws, ordinances, rules and regulations including any amendments thereto effective as of the date of the solicitation for sealed proposals.

Native American Housing Assistance and Self Determination Act of 1996 (NAHASDA) – A program of block grant assistance to native Hawaiians administered by HUD.

native Hawaiian – Defined as any descendant of not less than one-half (50%) part of the blood races inhabiting the Hawaiian Islands previous to 1778 (a lower case "n" is commonly used in the phrase "native Hawaiian" when referring to Hawaiian Homes Commission Act beneficiaries. The upper case "N" is used when more generally describing persons with any percentage of Hawaiian ancestry).

Offeror – Any individual, partnership, firm, corporation, joint venture, or representative or agent, submitting an offer in response to this solicitation.

Project – Demolition and redevelopment of the DHHL property at 820 Isenberg Street, Honolulu, Hawaii. (see Section Two: Scope of Work, and Section Four: Contractor's Responsibilities)

Procurement Officer – The contracting officer for the State of Hawaii, Department of Hawaiian Home Lands.

Proposal – A document submitted by an Offeror in the prescribed manner in response to this RFP.

Responsible Managerial Employee (RME) – The individual who is designated by the Developer to be responsible for all work of the project and is authorized by the Developer to receive and fulfill instructions and notices from the Department.

Selection Committee – A committee consisting of at least three governmental employees, appointed by the Chairman, which will evaluate proposals and recommend the Selected Developer for this Project to the Chairman for approval.

Selected Developer – The Offeror selected by the Selection Committee and approved by the Chairman.

State – The State of Hawaii acting through its authorized representative.

Subcontractor – An individual, partnership, firm, corporation, joint venture or other legal entity, as covered in Chapter 444, HRS, which enters into an agreement with the Contractor to perform a portion of the work for the Contractor.

Surety – The qualified individual, firm or corporation other than the Developer, which executes a bond for the benefit of the Developer and the Department to insure acceptable performance of the Construction Contract.

Term Sheet – The agreement executed by DHHL and the successful Offeror that articulates basic terms and conditions that the parties agree to further negotiate and refine, and ultimately set forth in detail in the Development Agreement.

1.4 RFP SCHEDULE AND SIGNIFICANT DATES

The schedule set out herein 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 is delayed, the rest of the schedule will likely be shifted by the same number of days. The approximate schedule is as follows:

Release of Request for Proposals.	August 5, 2019
Deadline for DHHL to receive written inquiries to be answered at the Pre-proposal Conference Location: DHHL, 91-5420 Kapolei Parkway, Kapolei, HI 96707	August 12, 2019
Pre-proposal Conference Location: Japanese Cultural Center, 2454 South Beretania Street, Honolulu, HI 96826	9:00am, August 15, 2019
Site Inspection (exterior only) Location: 820 Isenberg Street, Honolulu, Hawaii (following Pre-proposal Conference)	August 15, 2019
Final deadline for written inquiries	September 27, 2019
DHHL's responses to offerors' written inquiries distributed	October 4, 2019
Deadline for DHHL to receive written Notice of Intent to submit offer Location: DHHL, 91-5420 Kapolei Parkway, Kapolei, HI 96707	October 8, 2019
Proposals Due Location: DHHL, 91-5420 Kapolei Parkway, Kapolei, HI, 96707	2:00pm, October 18, 2019
Notices of Compliance Qualification/Disqualification	October 25, 2019
Determination of "Priority List" Offerors	October 28, 2019
Discussion with Priority Listed Offerors (if necessary)	November 4, 2019
Best and Final Offer (if necessary)	November 18, 2019
Notice of Selection	December 2, 2019

Solicitation documents may be obtained at the State Procurement Office (SPO) Web site:

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

There is no fee assessment to download the RFP documents from the SPO Web site. It is the responsibility of potential offerors to check the SPO Web site for any addenda issued by DHHL.

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: August 15, 2019

Time: 9:00 am

Location: Japanese Cultural Center, 2454 South Beretania Street,
Honolulu, HI 96826

A site visit will be conducted following the pre-proposal conference. Attendance at the site visit is not mandatory but is highly recommended. Note: The front driveway entrance is in relatively poor condition and portions of the parking lot pavement are uneven due to the archaeological excavations that were undertaken in 2017. Visitors may enter at their own risk.

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.

1.7 NOTICE OF INTENT TO SUBMIT OFFER

In accordance with Section 103D-310, Hawaii Revised Statutes, and Section 3-122-111, Hawaii Administrative Rules, a written notice of intention to submit an offer must be submitted to the Chairman, who is the officer charged with letting the contract. The notice may be faxed, hand carried, mailed or e-mailed to the office indicated in the Request for Proposals.

The written notice must be received by the office indicated in the Request for Proposals no later than 2:00 p.m. on the tenth calendar day prior to the day designated for receipt of proposals. If the tenth calendar day prior to the day designated for receipt of proposals is a Saturday, Sunday, or legal State holiday, then the written notice must be received by the Department no later than 2:00 p.m. on the last working day immediately prior to said Saturday, Sunday, or legal State holiday. The written notice will be time stamped when received. The time designated by the time stamping device in said office shall be official. If the written notice is hand carried, then the bearer is responsible to ensure that the notice is time stamped. If the notice is faxed, the time of receipt by the Department fax machine shall be official.

It is the responsibility of the prospective Offeror to ensure that the written notice of intention to bid is received in time and the Department assumes no responsibility for failure of timely delivery caused by the prospective Offeror or by any method of conveyance chosen by the prospective Offeror.

SECTION TWO

BACKGROUND AND SCOPE OF WORK

2.1 PROJECT OVERVIEW AND HISTORY

The Hawaiian Homes Commission Act of 1920, as amended, was enacted by the U.S. Congress to rehabilitate the lives of native Hawaiians. At Statehood, the people of Hawaii accepted the entirety of the Hawaiian Homes Commission Act of 1920 (“HHCA”) into the state’s new constitution as a part of its compact for statehood with the United States. The Department of Hawaiian Home Lands (“DHHL”), created by the first Hawaii State Legislature, is tasked with administering certain public lands, called Hawaiian home lands, for homesteading by eligible native Hawaiians; being, defined as individuals having at least 50 percent Hawaiian blood.

The project property is located at 820 Isenberg Street, Honolulu, Oahu, Hawaii, designated as Tax Map Key: (1) 2-7-008: parcels 018 and 020 (EXHIBITS I and J). It is the site of the former Stadium Bowl-O-Drome bowling alley, which opened in 1955 and closed 49 years later in 2004. DHHL acquired the property from the State Department of Land and Natural Resources in 1995. DHHL leased the exterior portion of the site to Oahu Auto Service, Inc. on a permit basis from 2003 to May 2017. The site is currently unoccupied.

A feasibility study to evaluate the viability of redeveloping the property as for-sale multifamily housing was published in May 2000 (EXHIBIT K).

The DHHL O’ahu Island Plan (2013) stated:

“Redevelopment of the area is proposed to provide increased revenue generation for DHHL, while also addressing the need for housing alternatives through a mixed-use, two to ten story building. Commercial, revenue-generating uses are proposed at the street level with...housing units on the higher floors.”

DHHL’s current intentions are redevelopment primarily for residential rental purposes.

2.1.1 Site Conditions

Landowner

State of Hawaii, Department of Hawaiian Home Lands.

City and County of Honolulu Zoning

P-2, General Preservation. The Department is not subject to County Zoning. DHHL has declared that the Project will be designed and built in accordance with BMX-3, Business Mixed Use zoning standards.

Current Use of the Site

Vacant building and surrounding paved parking lot.

Surrounding Uses

Stadium Park, apartment buildings, Isenberg Street and business mixed use beyond.

Infrastructure

Draft Preliminary Engineering Report enclosed as EXHIBIT L.

Roadway requirements and recommendations provided by City & County Department of Transportation Services letter dated June 4, 2018 (EXHIBIT M)

Soils

A Preliminary Geotechnical Engineering Study was prepared by Hirata & Associates on April 15, 2016 for this redevelopment (EXHIBIT N).

Environmental Site Assessments

Element Environmental, Inc. has investigated and prepared a Phase I and Phase II site assessment of the property. The Phase II site assessment is enclosed as EXHIBITS O and P.

State and Federal Historic Review and Compliance

This Project is subject to Hawai'i Revised Statutes (HRS) Chapter 6E and its governing procedures under Chapter 13-275, Hawaii Administrative Rules (HAR) for historic preservation. Because the Project may utilize federal funding for development, operations, maintenance, or for eventual rental assistance through HUD, it is also subject to Section 106 requirements of the National Historic Preservation Act of 1966, as amended, and will need to comply with the implementing regulations of 36 CFR Part 800.

Archaeological

Pacific Legacy Inc. conducted an Archaeological Inventory Survey (AIS) at the Project Site. The resulting Archaeological Assessment is included as EXHIBIT Q.

At the time that this RFP was written, the Archaeological Assessment had not been accepted by SHPD.

Archaeological monitoring is likely to be required for any future excavation work within the Project Site. In the unlikely event that any potential such resources or human skeletal remains are encountered during ground disturbing work in the Project Site, work in the immediate vicinity of the discovery will be immediately halted and DLNR-SHPD contacted as outlined in HAR §13-275-12.

Historical Architecture

A Reconnaissance Level Survey was prepared for surrounding properties identified within the APE by Fung Associates, Inc. (EXHIBIT R). An Intensive Level Architectural Survey report was also prepared by Fung Associates, Inc. for the existing two-story structure known as the Bowl-O-Drome (EXHIBIT S).

The Reconnaissance Level Survey and Intensive Level Survey documentation was accepted by the SHPD on June 25, 2018.

DHHL prefers the redevelopment maintain some historical or design link to the Bowl-O-Drome and bowling activity such as incorporating salvaged materials that are unique to the building and its use as a bowling hall (see preliminary list of potential salvage items in EXHIBIT T). The feasibility of such historic preservation measures will be further identified in a Memorandum of Agreement (MOA) between DHHL and consulting parties under Section 106 of the National Historic Preservation Act, to resolve any adverse effects to historic resources. It is anticipated that the developer will participate as an invited signatory to the MOA.

Beneficiary Survey

DHHL Beneficiaries Study Applicant Report, 2014 compiled in February 2015 by SMS (EXHIBIT U) indicated that while a majority of applicants prefer a Turn-Key lot award (67.5%), there are some who prefer an affordable rental unit (5.2%) or apartment suited for senior citizens (3.9%). The report also indicated that “less than 27 percent of applicants could meet the usual ten percent down payment requirement on a \$150,000 home.”

2.2 SCOPE OF WORK

All services and for whom services are to be provided for shall be in accordance with this RFP, including its attachments and any addenda.

2.2.1 DHHL Project Objectives

This Request for Proposals (“RFP”) is being issued by the Department of Hawaiian Home Lands (“DHHL”) for the purpose of soliciting proposals from interested developers who meet the qualifications described herein to undertake the Project described in this RFP. Proposals shall meet DHHL’s overall objectives for this Project, which are summarized below:

- To demolish existing building in accordance with historic preservation measures to be identified in a Memorandum of Agreement (MOA) between DHHL and consulting parties under Section 106 of the National Historic Preservation Act
- To design, finance, construct, manage, operate, and maintain a multi-family residential rental facility as specified in this RFP.
- To provide affordable rental units to meet the needs of a range of DHHL beneficiaries in the moderate to very-low income brackets (below 100% of AMI as determined by HUD), including, but not limited to:
 - Medium term rentals to allow a family to resolve financial issues, and/or accumulate savings towards home purchase in other DHHL projects.
 - Independent living facilities (no medical or other support provided) for elderly.
 - Student or faculty housing for beneficiaries at the University of Hawaii, Manoa Campus.
 - Homeless beneficiaries, excluding outreach and counseling services.

- To develop non-residential facilities for:
 - Commercial purposes (retail and/or office), the rent from which would subsidize residential rents or common area maintenance costs, and/or
 - Community facilities for use by beneficiary organizations, or income generation.
- To incorporate green building practices, including implementation of DHHL'S Ho'omalū Energy Policy (EXHIBIT V) into the design and construction of the facilities in order to achieve a lower cost of operation and maintenance by minimizing energy use.

Based on the goals above, higher consideration shall be given to proposals with the following attributes:

- A budget that has thoroughly considered every possible cost item and ascribed a reasonable cost estimate to each item.
- A mix of rental rates that best reflects demand.
- A rental rate structure that produces the highest likelihood for project feasibility.

2.2.2 Developer's Responsibilities

The Developer shall be responsible for, but not limited to, the following.

- 1) Assemble and coordinate a development team for the Project. Identify the Responsible Managerial Employee who shall be the authorized representative for the entire project. Identify consultants and subcontractors to be employed in the Project.
- 2) Perform site inspection and accept all existing improvements within the Project Site, prior to start of construction. Developer shall be responsible for repairing all damages caused during construction to existing improvements, including any on surrounding properties.
- 3) Participate in drafting, and be a signatory to, a Memorandum of Agreement (MOA) between DHHL and consulting parties under Section 106 of the National Historic Preservation Act, to resolve any adverse effects to historic resources.
- 4) Participate in the Environmental Impact Statement (HRS Chapter 343) approval process. The selected developer's proposal shall be designated the "preferred alternative". Other proposals received in response to this solicitation shall be included as "alternatives considered". The Environmental Impact Statement Preparation Notice was published in May 2018 (EXHIBIT W).
- 5) Provide redevelopment plans and designs, which meet or exceed the quality of the DHHL requirements for the Project. All designs and specification shall meet all County code requirements.

- 6) Provide designs and specifications to support implementation of the Project Green Building Strategy. Particularly, the designs and specifications for each house shall achieve or exceed the LEED silver level of the United States Green Building Council's Leadership in Energy and Environmental Design (LEED) rating system as mandated for state-owned properties under H.R.S. §196-9. Designs should also align with the DHHL's Ho'omalū Energy Policy (EXHIBIT V).
- 7) Arrange sources and funds for all capital necessary to develop, manage, and maintain the Project in accordance with the Development Agreement. Explore alternative funding mechanisms including, affordable housing tax credits, and grants or loans from other public agencies or private sources.
- 8) Obtain all permits (e.g., Building and Grading Permits) and approvals required for the construction of the Project, in accordance with the requirements of the County and other agencies having jurisdiction over the Project.
- 9) Construct the Project per DHHL and County approved plans and specifications and according to applicable Codes. Construction shall be in accordance with the DHHL Construction General Conditions (EXHIBIT D).
- 10) Provide geotechnical inspections and compaction tests as required prior to concrete pours for the building foundations. Written reports and compaction test results shall be provided to DHHL.
- 11) Connect the Project to the appropriate utilities, including Sandwich Isles Communications.
- 12) Provide construction management and coordinate all inspections with architect, structural engineer, City, State and Federal agencies. Provide weekly written reports to the Department.
- 13) Be responsible for dust control, noise control, erosion control and related damages.
- 14) Close all permits (e.g., Building and Grading Permits).
- 15) During construction, observe and comply with all provisions of Chapter 104, HRS, the significant requirements of which are emphasized in the Department of Labor and Industrial Relations Publication No. H104-3 entitled "Requirements of Chapter 104, Hawaii Revised Statutes, Wages and Hours of Employees on Public Works Law" and Federal Davis-Bacon Act (40 U.S.C. 276-276a-5 and Code of Federal Regulation (CFR) Title 29 and related Acts. Including, but not limited to, submittal of a certified copy of each weekly payrolls to the Department within seven calendar days after the end of each weekly payroll period. Failure to do so on a timely basis shall be cause for withholding of payments, termination of the contract, and/or debarment. The Developer shall be responsible for the timely submission of certified copies of payrolls of all subcontractors. The certification shall affirm that payrolls are correct and complete, that the wage rates contained therein are not less than the applicable rates contained in the wage determination decision, any amendments thereto during the period of the contract, and that the classifications

set forth for each laborer and mechanic conform with the work they performed. Current wage rates are attached to this RFP as EXHIBITS F – H.

- 16) Maintain payroll records for all laborers and mechanics working at the site of the work during the course of the construction and preserve for a period of four (4) years after completion of the construction.
- 17) Obtain all necessary operating permits and approvals from appropriate State and County agencies.
- 18) Market, rent, and maintain all dwelling units, including conducting information/orientation meetings, processing rental applications and contracts. Maximum rental rates shall be per guidelines published by Hawaii Housing Finance and Development Corporation (HHFDC) based on HUD income limits, (EXHIBIT X) and would include the cost of the following utilities: water, sanitary sewage services, electricity and gas (if applicable). Section 8 vouchers may be accepted. Tenant selection procedures shall be in accordance with the DHHL NAHASDA Income Eligibility Manual (November 2012) (EXHIBIT Y).
- 19) Establish and implement routine and emergency procedures, including House Rules, for operating the residential rental units. In accordance with proposed amendments to the Administrative Rules (EXHIBIT Z), the rental agreement shall comply with the Hawaii landlord and tenant code, chapter 521, HRS, and the Fair Housing Act insofar as they do not conflict with the Hawaiian Homes Commission Act.
- 20) Collect and account for rents. Establish and enforce rules for collection of late or delinquent rent.
- 21) Compile and certify periodic reports to DHHL regarding occupancy status and the income levels of the tenants.
- 22) Establish a program and budget for long-term common area inspections, maintenance, repair, and replacement. Allow DHHL access for inspections and other purposes.
- 23) Establish an assistance program for renters to become financially qualified to purchase a house. Components may include, but not be limited to financial literacy counseling, individual savings accounts (ISA), and career counseling.
- 24) Provide any other services or functions the developer deems necessary for the unique circumstances of their proposal, including but not limited to the management and operation of the non-residential components of the Project.

2.3 DEPARTMENT OF HAWAIIAN HOME LANDS RESPONSIBILITIES

DHHL shall be responsible for the following:

- 1) Execute a Development Agreement with the Developer for the design, financing, construction, management, and maintenance of the Project.

- 2) Conduct initial mailout to applicants on the Oahu Island-wide Residential Waiting Lists. Conduct mailouts to other eligible native Hawaiians from Department mailing lists as needed.
- 3) Affordable Housing Credits may be available to the Developer.
- 4) Certify the native Hawaiian qualification status of potential renters.
- 5) Assist with information/orientation meetings.
- 6) Place DHHL multi-family administrative rules into effect (EXHIBIT Z).
- 7) Provide HUD project-based Section 8 rental assistance to eligible renters.
- 8) Co-ordinate with the appropriate State and County agencies to compare the DHHL waitlist with holders of Section 8 vouchers.

2.4 TERM OF CONTRACT

The Development Agreement shall be for maximum period of sixty-five (65) years.

2.5 CONTRACT ADMINISTRATOR

For the purposes of this contract, Stewart Matsunaga, Acting Land Development Division Administrator, (808) 620-9283, or authorized representative, is designated the Contract Administrator.

2.6 OFFEROR QUALIFICATIONS

Minimum Qualifications for Offerors, at the time the proposal is submitted:

- 1) A principal member of the Offeror's company must have at least five (5) years of rental housing development and operation experience in the State of Hawaii.
- 2) The Offeror shall name the Responsible Managerial Employee (RME) who will be responsible for day-to-day operations and oversight throughout the design and construction of the Project. The RME shall have had substantial responsibility, or been materially involved in the development and/or operation of at least three (3) separate rental housing projects with at least one project consisting of thirty (30) or more units.
- 3) The Offeror shall show evidence of credit worthiness and financial resources to complete the design and construction of the Project lien-free;
- 4) At the time of the submittal of the proposal, the Offeror must be authorized to do business in the State of Hawaii and have all licenses necessary to carry out the design, construction, and management of the Project. All persons and entities to be used on the design and construction shall possess all required professional and other licenses issued by the State of Hawaii including, but not limited to, architects, engineers, contractors, subcontractors, lenders, and others.

- 5) At the time of submittal of the proposal, the Offeror shall not be in default or have failed to perform under any contract, agreement, development or design-build agreement, or lease with the State of Hawaii, and not have any outstanding judgments.
- 6) The Offeror shall provide its two (2) most recent audited annual financial statements, a statement of financial net worth, or statement of bonding capacity.

2.7 DISQUALIFICATION OF OFFERORS

Any one or more of the following causes will be considered as sufficient for the disqualification of an Offeror and the rejection of its proposal or proposals:

- 1) Non-compliance with Section 103D-310 HRS.
- 2) Evidence of collusion among Offerors.
- 3) More than one proposal for the same work from an individual, firm, partnership, corporation or joint venture under the same or different name.
- 4) Delivery of proposals after the deadline specified in the advertisement calling for proposals.
- 5) Debarment or suspension pursuant to Section 103D-702, HRS.

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

3.3 PROPOSAL PREPARATION COSTS

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

3.4 TAX LIABILITY

3.4.1 State GET Exemption – It is intended that gross income derived from the construction of the Project and rental of residential units will be certified for exemption from Hawaii General Excise Taxes pursuant to Section 201G-116 HRS. The proposed budget shall not include any provision for GET.

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, as applicable.

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, 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 OF-1A, Experience and Capabilities. Development team information shall be submitted on Offer Form OF-1A (SECTION SEVEN, Attachment 2).

3.9.4 Offer Form, OF-2. Proposed development and budgets shall be submitted on Offer Form OF-2 (SECTION SEVEN, Attachment 3).

3.9.5 Handwritten offers are not acceptable.

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, e-mail address, and fax number of the person the State should contact regarding the Offeror's proposal.

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

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 BEST AND FINAL OFFER (BAFO)

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

3.13 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF OFFERS

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

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

3.14 MISTAKES IN PROPOSALS

3.14.1 Mistakes shall not be corrected after award of contract.

3.14.2 When the Procurement Officer knows or has reason to conclude before award that a mistake has been made, the Procurement Officer should request the offeror to confirm the proposal. If the Offeror alleges mistake, the proposal may be corrected or withdrawn pursuant to this section.

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

3.14.4 If discussions are not held, or if the best and final offers upon which award will be made have been received, mistakes shall be corrected to the intended correct offer whenever the mistake and the intended correct offer are clearly evident on the face of the proposal, in which event the proposal may not be withdrawn.

3.14.5 If discussions are not held, or if the best and final offers upon which award will be made have been received, an Offeror alleging a material mistake of fact which makes a proposal non-responsive may be permitted to withdraw the proposal if: the mistake is clearly evident on the face of the proposal but the intended correct offer is not; or the Offeror submits evidence which clearly and convincingly demonstrates that a mistake was made.

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

that the Offeror received the amendment and intended to be bound by its terms; or the amendment involved had no effect on price, quality or quantity.

3.15 RESPONSIBILITY FOR EXPENSES IN PREPARING PROPOSALS

Offerors that respond to this RFP shall be solely responsible for all costs and expenses incurred in connection with responding to this RFP. The Selected Housing Contractor shall be responsible for whatever costs they may incur up to the time of execution of the Construction Contract.

SECTION FOUR

EVALUATION CRITERIA AND CONTRACTOR SELECTION

The award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the State based on the evaluation criteria listed in this section. The total number of points used to score this contract is 100. Evaluation of submitted proposals will be based on the following point distribution.

<i>Criteria Description</i>		<i>Points</i>
1.	Offeror's qualifications, experience, financial strength, creativity, and track record in multi-family rental development projects of a similar nature.	20
2.	Proposed development budget.	20
3.	Proposed operating budget, including rental rates.	20
4.	Conceptual designs.	15
5.	Proposed means of financing.	15
6.	Green building program.	5
7.	Proposed operating program.	5
	Unusual or unacceptable terms and conditions (potential penalty of up to 10 points).	
	TOTAL POSSIBLE POINTS	100

SECTION FIVE

CONTRACTOR SELECTION AND CONTRACT AWARD

5.1 EVALUATION OF PROPOSALS

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

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

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

5.2 DISCUSSION WITH PRIORITY LISTED OFFERORS

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

5.3 AWARD OF CONTRACT

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

5.4 RESPONSIBILITY OF OFFERORS

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

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

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 Development Agreement.

5.6 PUBLIC EXAMINATION OF PROPOSALS

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

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

5.7 DEBRIEFING

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

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

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

5.8 PROTEST PROCEDURES

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

Honorable William J. Aila, Jr., 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. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award or if requested, within five (5) working days after the PO's debriefing was completed.

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

5.9 APPROVALS

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

5.10 CONTRACT EXECUTION

Successful Offeror receiving award shall enter into an agreement (Term Sheet) executed with DHHL that articulates basic terms and conditions that the parties agree to further negotiate and refine, and ultimately set forth in detail in the Development Agreement.

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.

5.11 INSURANCE

5.11.1 Prior to the contract start date, the Developer shall procure at its sole expense and maintain insurance coverage acceptable to the State in full force and effect throughout the term of the Development Agreement. The Developer 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

The insurance policies shall be in a form and substance including amounts of coverage, acceptable to DHHL.

Developer shall furnish DHHL with insurance policies and/or certificates, which shall name DHHL as an additional insured. Such insurance policies shall provide that the insurance company shall give DHHL no less than thirty (30) days prior written notice of any termination or cancellation of such insurance policies.

Developer acknowledges notice that it is free to procure all required insurance policies, from any insurance company authorized to do business in the state of Hawaii, pursuant to chapter 479, Hawaii revised statutes.

- 5.11.2 The Developer shall deposit with the DHHL, on or before the effective date of the Development Agreement, certificate(s) of insurance necessary to satisfy the DHHL that the provisions of the Contract have been complied with, and to keep such insurance in effect and provide the certificate(s) of insurance to the DHHL during the entire term of the Development Agreement. Upon request by the DHHL, the Developer shall furnish a copy of the policy or policies.
- 5.11.3 The Developer will immediately provide written notice to the DHHL should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon 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 Developer to provide and keep in force such insurance shall constitute a material default under the Development Agreement, entitling the State to exercise any or all of the remedies provided in the Development Agreement (including without limitation terminating the Development Agreement). The procuring of any required policy or policies of insurance shall not be construed to limit the Developer's liability hereunder, or to fulfill the indemnification provisions of the Development Agreement. Notwithstanding said policy or policies of insurance, the Developer 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 Development Agreement.

5.12 REQUIREMENTS FOR PERFORMANCE AND PAYMENT BONDS

Pursuant to HAR §3-122-224, before any construction contract is entered into, the Developer shall provide performance and payment bonds to the State. The bonds shall each be in the penal sum of one hundred percent (100%) of the amount of the contract awarded.

5.13 PAYMENT

If the requirement for subsidies by DHHL is proposed and accepted, incremental payments shall be made to the awarded Developer on a quarterly basis, upon receipt of reports that meet the expectations of the RFP. The submittal of quarterly reports shall be in accordance with the Development Agreement.

5.14 DEVELOPMENT AGREEMENT INVALIDATION

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

5.15 NO ASSIGNMENTS

The Developer may not assign the Development Agreement without DHHL's written consent. If the Developer desires to assign the Development Agreement, the assignee must submit a "Contractor's Application and Qualification Form," meet all requirements imposed by DHHL, and must be acceptable to DHHL. If DHHL shall consent to an assignment of the Development Agreement, DHHL shall not be required to release the Developer, including any guarantor nor security which secures the payment and performance of the Developer's obligations under the Development Agreement.

5.16 RELATIONSHIP BETWEEN THE DEVELOPER AND DHHL

There will be no partnership, joint venture, employer and employee, master and servant, or other agency relationship between DHHL and Developer. The Developer, inclusive of any person acting by, through, under, or for the benefit of the Developer, such as, for example, any real estate broker or sales person, will not represent or hold itself out as being a partner, joint venture, employee, servant, or agent of DHHL, nor will the Developer, inclusive of any person acting by, through, under, or for the benefit of Developer, have any authority to bind, act for, or represent DHHL in any respect. The Developer will be constructing the Project in the Developer's own behalf and will release, indemnify, defend, and hold DHHL harmless from all claims, demands, lawsuits, judgments deficiencies, damages (whether paid by DHHL as part of a settlement or as a result of a judgment), and expense, including attorney's fees, and all costs of suit, made against DHHL or incurred or paid by DHHL arising out of or in connection with Developer's design, construction, management, and maintenance of the Project.

SECTION SIX

SPECIAL PROVISIONS

6.1 OFFER GUARANTY

A proposal security deposit is required for this RFP. The proposal security shall be in an amount equal to at least five percent (5%) of the estimated cost of constructing the Project. Subject to the exceptions in Section 3-122-223(d) HAR, proposals that are not accompanied by proposal security are non-responsive.

Proposal security shall be one of the following:

- a. Surety bid bond underwritten by a company licensed to issue bonds in this State which shall be substantially in the form of the Surety Bid Bond (Exhibit A on EXHIBIT E, BOND FORMS); or
- b. Legal Tender; or
- c. Certificate of Deposit; credit union share certificate; or cashier's, treasurer's, teller's or official check drawn by, or a certified check accepted by, and payable on demand to the State by a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration.
 - (a) These instruments may be utilized only to a maximum of \$100,000 (one hundred thousand dollars).
 - (b) If the required security or bond amount totals over \$100,000 (one hundred thousand dollars), more than one instrument not exceeding \$100,000 (one hundred thousand dollars) each and issued by different financial institutions shall be accepted.
 - (c) CAUTION - Offerors are cautioned that certificates of deposit or share certificates with an early withdrawal penalty must have a face value sufficient to cover the maximum penalty amount in addition to the proposal guaranty requirement. If the certificate is made out to two names, the certificate must be assigned unconditionally to the Chairman.

If the Offeror is a corporation, evidence in the form of a corporate resolution, authorizing the corporate representative to execute the bond must be submitted with the proposal. If the Offeror is a partnership, all partners must sign the bond or evidence in the form of a partnership agreement must be submitted showing the authority of the partner.

If the Offeror is a joint-venture, all parties to the joint-venture must sign the bond; provided, that one party to the joint-venture may sign on behalf of the joint-venture if evidence in the form of a joint-venture agreement or power of attorney, is submitted showing the authority of the signatory to sign the bond on behalf of the joint-venture.

SECTION SEVEN

ATTACHMENTS AND EXHIBITS

ATTACHMENT 1	OFFER FORM, OF-1
ATTACHMENT 2	OFFER FORM, OF-1A
ATTACHMENT 3	OFFER FORM, OF-2
ATTACHMENT 4	NOTICE OF INTENT
EXHIBIT A	GENERAL PROVISIONS
EXHIBIT B	AG 103D GENERAL CONDITIONS
EXHIBIT C	OVERVIEW OF THE RFP PROCESS
EXHIBIT D	DHHL CONSTRUCTION GENERAL CONDITIONS
EXHIBIT E	BOND FORMS
EXHIBIT F	WAGE RATE SCHEDULE BULLETIN NO. 494
EXHIBIT G	APPRENTICE SCHEDULE NO. 494
EXHIBIT H	GENERAL DECISION NUMBER HI190001 01/04/2019
EXHIBIT I	820 ISENBERG STREET LOCATION MAP
EXHIBIT J	SITE PARCEL/TMK MAP
EXHIBIT K	2000 FEASIBILITY STUDY
EXHIBIT L	PRELIMINARY ENGINEERING REPORT
EXHIBIT M	DEPARTMENT OF TRANSPORTATION SERVICES (DTS) LETTER DATED JUNE 4, 2018 (DTS REF NO. TP5/18-728732R)
EXHIBIT N	PRELIMINARY GEOTECHNICAL ENGINEERING STUDY
EXHIBIT O	PHASE I ENVIRONMENTAL SITE ASSESSMENT
EXHIBIT P	LIMITED PHASE II ENVIRONMENTAL SITE ASSESSMENT
EXHIBIT Q	DRAFT ARCHAEOLOGICAL INVENTORY SURVEY
EXHIBIT R	RECONNAISSANCE LEVEL ARCHITECTURAL SURVEY PROPERTIES LIST
EXHIBIT S	INTENSIVE LEVEL ARCHITECTURAL SURVEY FOR 820 ISENBERG
EXHIBIT T	PRELIMINARY SALVAGE ITEM LIST
EXHIBIT U	DHHL BENEFICIARIES STUDY APPLICANT REPORT, 2014 (SMS, FEBRUARY 2015)
EXHIBIT V	DHHL'S HO'OMALUŌ ENERGY POLICY
EXHIBIT W	ENVIRONMENTAL IMPACT STATEMENT PREPARATION NOTICE
EXHIBIT X	HUD INCOME LIMIT SCHEDULE, AFFORDABLE HOUSING GUIDELINES
EXHIBIT Y	DHHL NAHASDA INCOME ELIGIBILITY MANUAL (NOV. 2012)
EXHIBIT Z	HAR TITLE 10, DHHL, CH. §10-7 (DRAFT)