



State of Hawai'i

REQUEST FOR PROPOSALS
NO. RFP OHA KM-2015-01

FOR

**CONCEPTUAL MASTER PLANNING FOR REAL PROPERTY
DEVELOPMENT IN KAKA'AKO MAKAI, HONOLULU, HAWAI'I**

ISSUED DATE: JULY 28, 2014

DUE DATE: SEPTEMBER 12, 2014, 3:00 PM HST

The Office of Hawaiian Affairs
560 N. Nimitz Hwy, Suite 200
Honolulu, Hawai'i 96813

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

Notice to Offerors
(Chapter 103D, Hawai'i Revised Statutes)

REQUEST FOR PROPOSALS (RFP), RFP NO. OHA KM-2015-01
FOR CONCEPTUAL MASTER PLANNING FOR REAL PROPERTY
DEVELOPMENT

Notice is hereby given that pursuant to Chapter §103D, Hawai'i Revised Statutes (HRS), as amended, the Office of Hawaiian Affairs ("OHA"), will be accepting sealed proposals for the **Conceptual Master Plan for Real Property Development in Kaka'ako Makai, Honolulu, Hawai'i.**

This Request for Proposal ("RFP") is provided to you for information purposes. If interested in responding to this solicitation, you may download the RFP from the OHA website at www.oha.org or pick one up at OHA's Reception Desk on O'ahu located at 560 North Nimitz Highway, Suite 200, Honolulu, Hawai'i 96817, beginning **July 28, 2014.**

OHA's Procurement Unit will conduct a Pre-Proposal Conference from 10:00 a.m. to 11:00 a.m. HST on Tuesday, August 5, 2014. OHA strongly recommends that all offerors attend. For those interested in attending, please RSVP to the RFP Coordinator listed below no later than 3:00 p.m. HST, Friday, August 1, 2014.

Sealed proposals will be received at OHA's Reception Desk at 560 North Nimitz Highway, Suite 200, Honolulu, Hawai'i, 96817, until 3:00 p.m. HST on September 12, 2014. Electronic mail and facsimile transmission **will not** be accepted. The official receipt time shall be the time that is recorded on OHA's time stamp clock for both hand-delivered and mailed-in proposals. Deliveries by private mail services, such as Federal Express, shall be considered hand deliveries. All mailed-in proposals delivered/postmark by the United States Postal Service must be received by 3:00 p.m. HST on September 12, 2014.

OHA reserves the right to reject any and all proposals and may accept the proposals in whole or part that are in the best interest of OHA. Questions relating to this solicitation shall be directed to the RFP Coordinator, Ms. Phyllis Ono-Evangelista at (808) 594-1833.

OFFICE OF HAWAIIAN AFFAIRS

Kamana'opono M. Crabbe, Ph.D.
Ka Pohana/Chief Executive Officer

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(END OF SECTION)

Section 1

Administrative

1.1. Introduction

The Office of Hawaiian Affairs (OHA) is requesting proposals for a team comprised of professionals to execute tasks related to financial analysis, master planning, environmental document preparation, and planning entitlements from qualified applicants to assist OHA with the development of its properties in Kaka‘ako Makai. Any award shall result in a contract for these planning services with OHA.

1.2. Authority

This Request for Proposal (RFP) is issued under the provisions of §103D, Hawai‘i Revised Statutes (HRS), as amended, and its related companion Hawai‘i Administrative Rules (HAR). All prospective applicants are charged with presumptive knowledge of all requirements of these cited authorities. Submission of a proposal shall constitute affirmation of such knowledge on the part of the applicant.

OHA was established by the Hawai‘i State Legislature in 1979 under Chapter 10 of the Hawai‘i Revised Statutes. OHA’s mission is “To mālama (protect) Hawai‘i’s people and environmental resources and OHA’s assets, toward ensuring the perpetuation of the culture, the enhancement of lifestyle and the protection of entitlements of Native Hawaiians, while enabling the building of a strong and healthy Hawaiian people and nation, recognized nationally and internationally.

The Legislature of the State of Hawai‘i enacted Act 15, Session Laws of Hawai‘i 2012 (Senate Bill No. 2783, 2012) effective July 1, 2012. Act 15 conveyed certain parcels of land located in the area of Honolulu known as "Kaka‘ako Makai" from the State to OHA.

These parcels are described in Act 15, SLH 2012 as follows:

- 1) Lots 1,2,3,4,5,6 (portion), and 9 of File Plan 2471 filed at the Bureau of Conveyances, State of Hawai‘i, on February 23, 2010,
- 2) TMK (1) 2-1-15-61, and
- 3) TMK (1) 2-1-15-51.

1.3. RFP Organization. This RFP is organized into five sections:

- Section 1: Administrative Overview - Provides offerors with an overview of the procurement and contracting process.
- Section 2: Scope of Work and Specifications - Provides offerors with a general description of the tasks to be performed, delineates offeror's responsibilities, and defines deliverables as applicable.
- Section 3: Proposal Format and Content - Describes the required format and content
-

for the proposal application.
 Section 4: Proposal Evaluation & Award - Describes how proposals shall be evaluated by OHA.

Section 5: Attachments and Exhibits

1.4. Terms and Acronyms Used Throughout the Solicitation

Act 15	=	Act 15, Session Laws of Hawai‘i 2012
BAFO	=	Best and Final Offer
Contractor	=	The successful offeror that enters into a contract with OHA
CPM	=	OHA Commercial Property Manager
CPO	=	OHA Chief Procurement Officer
DCCA	=	State Department of Commerce and Consumer Affairs
DLIR	=	State Department of Labor and Industrial Relations
DOTAX	=	State Department of Taxation
GET	=	General Excise Tax
GC	=	OHA General Contract Conditions
HAR	=	Hawai‘i Administrative Rules
HRS	=	Hawai‘i Revised Statutes
HST	=	Hawai‘i Standard Time
IRS	=	Federal Internal Revenue Service
OHA	=	Office of Hawaiian Affairs
OPO	=	OHA Procurement Officer
RFP	=	Request for Proposals
State	=	State of Hawai‘i, including its departments, agencies, and political subdivisions
SPO	=	State Procurement Office
SIER	=	Subcontractor’s invoice and expenditure report

1.5. Contracting Office

The Contracting Office is responsible for overseeing the procurement and issuing the Contract resulting from this RFP. The Contracting Office:

Office of Hawaiian Affairs
Procurement Unit
560 North Nimitz Hwy., Suite 200
Honolulu, Hawai‘i 96817

Telephone: (808) 594-1833

The RFP Coordinator or his/her designated representative is listed below:

Phyllis Ono-Evangelista
Office of Hawaiian Affairs
Procurement Unit
560 North Nimitz Hwy., Suite 200
Honolulu, Hawai‘i 96817

Telephone: (808) 594-4833
Fax: (808) 594-1878
Email: phylliso@oha.org

The OHA Commercial Property Manager (CPM) is responsible for overseeing the contract(s) resulting from this RFP. The CPM is:

Allen Kam
Office of Hawaiian Affairs
Commercial Property Manager
560 North Nimitz Highway, Suite 200
Honolulu, Hawai‘i 96817

Telephone: 808-594- 1921
Fax: 808-594-1865
Email: allenk@oha.org

1.6. Website References

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

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

1.7. RFP Schedule and Significant Dates

The schedule below represents OHA's best estimate of the schedule that will be followed. All times indicated are Hawai'i Standard Time (HST). If a component of this schedule, such as "Proposal Due Date/Time" is delayed, the rest of the schedule will likely be shifted by the same number of days. Any change to the RFP Schedule and Significant Dates shall be reflected in and issued in an addendum. The approximate schedule is as follows:	
Release of Request for Proposals	July 28, 2014
Due Date to RSVP for Pre-Proposal Conference	August 1, 2014 – 3:00 PM HST
Pre-Proposal Conference	August 5, 2014 - 10:00 a.m. HST
Due Date to Submit Questions	August 8, 2014 – 4:30 p.m. HST
OHA's Response to Questions*	August 15, 2014
Proposals Due Date/Time	September 12, 2014 – 3:00 p.m. HST
Proposal Evaluations	September 26, 2014
Discussion with Priority Listed Offerors (if necessary)	To Be Determined
Best and Final Offer (if necessary)	To Be Determined
Notice of Award	September 30, 2014
Contract Start Date	October 15, 2014

1.8. 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: Tuesday, August 5, 2014
Time: 10:00 a.m.
Location: Maui Ola Conference Room
Office of Hawaiian Affairs
560 North Nimitz Highway, Suite 200
Honolulu, Hawai'i 96817

Contact the Commercial Property Manager or his designee at least seven (7) days before the Pre-Proposal Conference date to arrange participation via teleconference.

1.9. Submission of Questions

Offerors are encouraged to submit written questions pertaining to the RFP. Question(s) must be submitted in writing to the RFP Coordinator not later than the “Due Date to Submit Questions”, identified in paragraph 1.7 above, in order to generate an official answer.

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

1.10. Solicitation and Review

Offerors should carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable matter must be made in writing and should be received by the RFP Coordinator prior to the receipt of questions due date. This will allow issuance of any necessary amendments to the RFP. It will also assist in preventing the opening of proposals upon which award may not be made due to a defective solicitation package.

1.11. RFP Amendments

OHA reserves the right to amend the RFP any time prior to proposal submission deadline.

1.12. Cancellation of RFP

The RFP may be canceled when it is determined to be in the best interests of OHA.

1.13. Protests

A protest based upon the content of the solicitation shall be submitted in writing within five (5) working days after the aggrieved individual/business knows or should have known of the facts giving rise thereto; provided further that the protest shall not be considered unless it is submitted in writing prior to the proposal receipt date.

A protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract. Any and all protests shall be submitted in writing to the Head of the Purchasing Agency, as follows:

Head of Purchasing Agency	Procurement Manager
Name: Kamana‘opono M. Crabbe, Ph.D.	Name: Phyllis Ono-Evangelista
Title: Ka Pouhana, Chief Executive Officer	Title: Procurement Manager
Address: Office of Hawaiian Affairs 560 North Nimitz Highway, Suite 200 Honolulu, Hawai‘i 96617	Address: Office of Hawaiian Affairs 560 North Nimitz Highway, Suite 200 Honolulu, Hawai‘i 96617

1.14. Submission of Sealed Proposals

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

The proposal packet must be submitted in a sealed envelope and properly identified as a sealed proposal in response to this RFP. Any RFP documents not properly sealed or submitted via email or facsimile shall be automatically rejected. There shall be no exceptions to this requirement.

1.15. Costs of Proposal Preparation

Any costs incurred by offerors in preparing or submitting a proposal are the offeror's sole responsibility. Any costs incurred by the successful offeror prior to the execution of a contract are not eligible for reimbursement.

Costs incurred in connection with the review, inspection and verification of information provided in the RFP shall be the offeror's sole responsibility.

Offerors shall ensure that OHA is provided with the written authorization(s) necessary to verify information provided in the offeror's proposal.

1.16. Rejection of Proposals

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

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

- 1) Cancellation of solicitation (HAR - §3-122-95, HAR - §3-122-96);
- 2) Rejection of an offer (HAR-3-122-97);

- 3) Reporting of anti-competitive practices. (HAR §3-122-191, HAR §3-122-193, HAR §3-122-194, HAR §3-122-195);
- 4) Rejection for inadequate accounting system. (HRS §103D-314(2));
- 5) Late proposals (HAR §3-122-16(08));
- 6) Inadequate response to request for proposals (HAR §3-122-95, HAR §3-122-96);
- 7) Proposal not responsive (HAR §3-122-97(1) and HAR §3-122-97(2)); and,
- 8) Applicant not responsible (HAR §3-122-97(2)).

1.17. Notice of Award

A statement of findings and decision shall be provided to each responsive and responsible applicant by mail upon completion of the Request for Proposal (RFP) evaluation process.

Any agreement arising out of this solicitation is subject to the approval of OHA's CPM as to content, OHA's Corporate Counsel as to form, and to all further approvals, including the approval of the Chief Operations, and Chief Executive Officer, as required by statute, regulation, rule, order or other directive.

No work is to be undertaken by the successful offeror who is awarded a contract prior to the contract commencement date. OHA shall not be liable for any costs incurred prior to the official starting date.

1.18. Availability of Funds

The award of a contract and any allowed renewal or extension thereof, is subject to availability of funds.

1.19. Contract Form, General and Special Conditions of Contract

A sample contract form is included in Exhibit "A". The general conditions that shall be imposed contractually are in Exhibit "B" and will be attached and incorporated into the base contract (Exhibit A). Special conditions may also be imposed contractually by OHA as deemed necessary.

1.20. Insurance

Prior to the contract start date, the Contractor shall procure at its sole expense and maintain insurance coverage acceptable to OHA 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:

A. Commercial General Liability Insurance

Commercial general liability insurance coverage against claims for bodily injury and property damage arising out of all operations, activities or contractual liability

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

B. Automobile Liability Insurance

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

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

The Contractor shall deposit with the CPM, on or before the effective date of the contract, certificate(s) of insurance necessary to satisfy the CPM 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 CPM during the entire term of the contract. Upon request by the CPM, the Contractor shall furnish a copy of the policy or policies.

The Contractor shall immediately provide written notice to the CPM and contracting department or OHA should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed up expiration.

The certificates of insurance shall contain the following clauses:

1. "OHA is added as an additional insured with respect to operations performed for OHA."
2. "It is agreed that any insurance maintained by OHA shall apply in excess of, and not contribute with, insurance provided by this policy."

Failure of the contractor to provide and keep in force such insurance shall constitute a material default under the contract, entitling OHA to exercise any or all of the remedies provided in the contract (including without limitation terminating the contract). The procuring of any required policy or policies of

insurance shall not be construed to limit the 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.

1.21. Compensation and Method of Payment

The cost-reimbursement contract structure shall be used. It reflects a purchase arrangement in which OHA pays the Contractor selected to provide the services for the budgeted costs that are actually incurred in delivering the services specified in the contract, up to the stated maximum obligation. The budget amount for the operation of the services must not exceed the amount stated in the contract.

As per Section 3.3 of this RFP, offerors must submit to OHA the scheduled work by work phase, including a cost breakdown and final deliverable (among other items). Upon OHA's discretion that the Contractor has satisfactory submitted a work phase deliverable, the Contractor may then submit to OHA an invoice for the cost of that particular work phase minus 5%. Upon satisfactory completion of the entire scope of work, the Contractor may then invoice for the remaining amount.

No advance payments are available.

1.22. HRS § 97: Limitations of Lobbying Activities

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

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

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

1.23. Wages Hours and Working Conditions

All offerors for service contracts shall comply with section 103-55, HRS, which provides

as follows:

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

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

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

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

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

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

This section shall not apply to:

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

(END OF SECTION)

SECTION 2

SCOPE OF SERVICES

2.1 Introduction

A. Background

The Legislature of the State of Hawai'i enacted Act 15, Session Laws of Hawai'i 2012 (Senate Bill No. 2783, 2012) effective July 1, 2012. Act 15 conveyed certain parcels of land located in the area of Honolulu known as "Kaka'ako Makai" from OHA to the Office of Hawaiian Affairs (OHA).

These parcels are described in Act 15, SLH 2012 as follows:

- 1) Lots 1,2,3,4,5,6 (portion), and 9 of File Plan 2471 filed at the Bureau of Conveyances, State of Hawai'i, on February 23, 2010,
- 2) TMK (1) 2-1-15-61, and
- 3) TMK (1) 2-1-15-51.

The OHA Board of Trustees and Staff have been investigating and discussing strategies for moving forward with the management and development of these Kaka'ako Makai parcels. An important product of these discussions is the "Office of Hawaiian Affairs Kaka'ako Makai Policy" attached to this RFP as Exhibit "C." These policies provide overall guidance for the future development of lands owned by OHA, including but not limited to the Kaka'ako Makai parcels.

In November 2013, OHA completed its Kaka'ako Makai Framework Plan attached to this RFP as Exhibit "D." The Framework Plan included a Cultural Landscape and Ancestral Connectivity Analysis; Charrette Vision and Strategic Priority; Market Assessment and Land Value Analysis; Market Baseline Infrastructure Review and Master Baseline Development Strategy that culminated in a Strategic Action Plan.

From the Framework Plan, the OHA Board of Trustees approved three themes to guide the future planning and development of Kaka'ako Makai lands and also agreed to seek land uses that have the potential to generate an annual income consistent with a \$200 million land investment. The three agreed upon themes are:

- 1) Create a kīpuka where Hawaiian national identity can flourish;
- 2) Support a hālau ola that invests in native intellectual capital & innovation; and,
- 3) Integrate a planned community that embraces live, work, and play ideal.

As the next step in the development of its Kaka‘ako Makai parcels, OHA seeks to create a Conceptual Master Plan for these lands based on these three themes and financial goals set forth in the Framework Plan.

B. Purpose

The purpose of this Conceptual Master Plan contract is to take OHA from the Framework Plan to the point of being ready to issue an RFP to select a site(s) developer. This Conceptual Master Plan should inform the RFP for a site(s) developer of the following:

- 1) Which site or sites should be developed first;
- 2) Potential feasible land uses for the each of OHA’s Kaka‘ako Makai parcel;
- 3) Potential financing mechanisms to fund site development; and,
- 4) Design Guidelines to which development must adhere.

C. Timeframe

Offeror shall have twenty-four (24) months from the Notice to Proceed to complete the Scope of Work.

2.2 General Requirements

A. Qualifying Requirements

1. Offerors are advised that if awarded a contract, the successful offeror must furnish proof of compliance with the requirements of section 3-122-112, HAR:
 - 1) Chapter 103-53 and 103D-328, HRS, tax clearance;
 - 2) Chapter 383, HRS, unemployment insurance;
 - 3) Chapter 386, HRS, workers’ compensation;
 - 4) Chapter 392, HRS, Temporary disability insurance; and
 - 5) Chapter 393, HRS, prepaid health care.
2. Successful offeror shall be one of the following:
 - a. Be registered and incorporated or organized under the laws of the State of Hawaii (hereinafter referred to as a “Hawai‘i business).

Hawai‘i business: A business entity referred to as a “Hawai‘i business” is registered and incorporated or organized under the laws of the State of Hawai‘i. As evidence of compliance the offeror shall submit a CERTIFICATE OF GOOD STANDING

issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG). A Hawai'i business doing business as a sole proprietorship is not required to register with the BREG, and therefore not required to submit the certificate. A successful offeror's status as sole proprietor or other business entity and its business street address will be used to confirm that the successful offeror is a Hawai'i business.

- b. Be registered to do business in the State of Hawaii Hereinafter referred to as a "compliant non-Hawai'i business").

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

3. Certificate of Vendor Compliance

The successful offeror shall demonstrate compliance with the following:

- a. Tax Clearance, Form A-6
- b. Department of Labor and Industrial Relations, Application for Certificate of Compliance, Form LIR#27; and
- c. Certificate of Good Standing issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG).

The successful offeror may demonstrate compliance of the above by using the Hawaii Compliance Express (HCE). The HCE services allow business to register online through a simple wizard interface at:

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

The HCE provides the applicant with a "Certificate of Vendor Compliance" with current compliance status as of the issuance date, accepted for both contracting purposes and final payment. Business that elect to use the HCE services will be required to pay an annual fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC).

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

- Allowed Not allowed

C. Type of Contract

Single or multiple contracts to be awarded (Refer to HAR §103D-322)

Single Multiple Single & Multiple

D. Single or multi-term contracts to be awarded (Refer to HRS §103D-315)

Single term (2 years or less) Multi-term (more than 2 years)

E. Contract Terms:

Single or Multiple Contracts to be Awarded

Initial term of contract:	Twenty-four (24) months
Length of each extension:	Up to twelve months (may be less than twelve months when it is in the best interest of OHA)
Number of possible extensions:	Three (3) extensions
Maximum length of contract: to Proceed	Not to exceed five (5) years from the Notice to Proceed

The initial period shall commence on the contract start date or Notice to Proceed, whichever is later.

F. Conditions for Contract Extensions:

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

G. Other Financial Related Materials - Accounting System

To determine the adequacy of the applicant's accounting system as described under the administrative rules, the offeror shall to submit their organization's most recent financial statements.

2.3 Monitoring and Evaluation

The successful offeror's performance under the contract will be monitored and evaluated by the Contract Administrator or his/her designated representative, OHA's

auditors, and/or other designated representatives.

Failure to comply with all material terms of the contract may be cause for suspension or termination, as provided in the General Conditions included as Exhibit “B” in this RFP. The successful offeror may be required to submit additional written reports, including a corrective action plan, in response to monitoring conducted by OHA. These additional reports shall not be considered a change to the scope of work and shall continue for a duration of time as deemed necessary by OHA.

2.4 Termination

OHA reserves the right to terminate contract without penalty for cause or convenience

2.5 Scope of Work

A. Conceptual Master Plan

As a part of its Conceptual Master Plan, OHA envisions the following items to be included:

1. Conceptual Land Use Scenarios – The heart of the conceptual master plan consist of conceptual land use scenarios that consider three alternatives based on the findings of all the studies below, as well as input obtained from OHA, its beneficiaries, and other community stakeholders. The Contractor shall identify real estate development opportunities that would be attractive to OHA as well as recommend specific uses and densities. The three alternative scenarios shall consist of:
 - a. Feasible land uses including residential;
 - b. Feasible land uses including residential in latter phases;
 - c. Feasible land uses excluding residential.
2. Phasing Strategy and Development Schedule – The Contractor shall assemble in writing a strategy and schedule that implements each of the above three alternatives. This strategy and schedule must also include 1) a phased development schedule of sites based on the Market & Financial analyses described below; and 2) development activities that are immediately implementable during the interim period prior to long-term development.
3. Public-Private Financing Tools – The Contractor shall prepare a technical memorandum that contains the assessment of financing methods appropriate for OHA landholdings for inclusion in the Conceptual Master Plan. For the development alternatives identified and analyzed, develop effective and efficient (lowest cost/highest return to OHA) financing mechanisms and alternatives, including but not limited to:

- a. OHA self-development utilizing commercial debt, capital markets and/or private equity financing;
 - b. OHA joint venture with one or more development partners;
 - c. Other means of OHA equity of quasi-equity participation with one or more development partners;
 - d. International partnerships;
 - e. Land leasing/leasehold development agreements;
 - f. Public financing using Special Purposed Revenue Bonds, Tax Increment Financing (TIFs), Business Improvement District (BID) financing and/or others.
4. Development Roadmap – The Contractor shall provide, in writing, a clear roadmap to develop that outlines land use and other entitlements, developer selection process, etc. which will guide OHA’s economic and real estate development in Kaka’ako Makai.
 5. Background Analysis – The Contractor shall review all relevant information, studies and previously completed plans for Kaka’ako Makai, and other documentation to gain familiarization with the issues pertaining to the OHA properties in Kaka’ako Makai. The Contractor shall prepare a technical memorandum that contains recommendation of elements from previous plans and studies that should be included in the Conceptual Master Plan. This technical memorandum shall be incorporated into the final Conceptual Master Plan Document.
 6. Suggested documents for study include, but are not limited to:
 - a. Kaka’ako Makai Policy (OHA, 2012);
 - b. Real Estate Vision, Mission, and Strategy Policy (OHA, 2007);
 - c. Kaka’ako Makai Strategic Action Plan (“Framework Plan” [OHA, November 2013]);
 - d. Strategic Management Framework Kaka’ako Makai Cultural Landscape and Ancestral Connectivity Analysis (“CLACA” [OHA, November 2013]);
 - e. HAR Title 15, Chapter 23, the Kaka’ako Community Development District Rules for the Makai Area;
 - f. Kaka’ako Community Development District Makai Area Plan (HCDA, October 2005); and,
 - g. Kaka’ako Makai Conceptual Master Plan (HCDA, April 2011).
 7. Refinement of Land Use Themes from Framework Plan – Based on findings from other tasks within this contract as well as from OHA, Beneficiary and other community stakeholders input, the Contractor, in a written report that shall be included in the Conceptual Master Plan, shall

narrow the cultural themes from the Framework Plan so that they may be are tangible and implementable as a part of the Conceptual Master Plan.

8. Market Analysis – The Contractor shall prepare a market analysis report that will be included in the Conceptual Master Plan that focuses on the evaluation of market conditions of alternative feasible land uses. Each alternative land use should be assessed for market demand, land value, and potential absorption in Kaka‘ako Makai. Additionally, the Contractor shall provide an assessment of economic, demographic, employment, and real estate market conditions, including historical trends and future projections. The Contractor should also determine long-run trends. The analysis will focus on Kaka‘ako (Makai and Mauka) and metropolitan Honolulu and other comparable metropolitan areas in the United States and globally, and will address the following:
 - a. Population and household characteristics and growth trends;
 - b. Age and income distributions;
 - c. Housing tenure and preference;
 - d. Employment trends by industry sector;
 - e. Underlying demographic and economic reasons for growth trends to continue accelerate or decelerate;
 - f. Real estate market fundamentals, including leasing activity, sales, and vacancy;
 - g. Real estate development trends;
 - h. Requirements for supporting community uses such as community centers;
 - i. Supply of entertainment, cultural and other supporting facilities and services in the Kaka‘ako and metropolitan Honolulu market area.
9. Community Engagement Plan – Throughout the master planning process, OHA and its Contractor will reach out to the Trustees, beneficiaries, and stakeholders to share the progress of the master planning process, as well as to seek out input from the participants. The Contractor shall organize, conduct, and facilitate 11 statewide meetings (four on O‘ahu, one on Moloka‘i, two on Maui, one on Lāna‘i, one on Kaua‘i, and two on Hawai‘i) for OHA beneficiaries, as well as reach out to Kaka‘ako Makai stakeholders and community members, Trustees and OHA staff.
10. Financial Assessment of Candidate Land Uses – The Contractor shall prepare a financial assessment that will form the analytical basis of and facilitate the decision by the Trustees and other stakeholders on the selection of alternate candidate land uses to be included in the Conceptual Master Plan. The financial assessment will also form the basis of the subsequent solicitation of and negotiation with development partners to develop the projects to achieve the selected land uses. The financial assessment will be incorporated in the Conceptual Master Plan and include:

- a. a rigorous valuation of the Kaka‘ako Maki properties under their existing allowable land uses;
 - b. the development costs and potential revenue of OHA properties (both individually and collectively) under each alternative scenario;
 - c. Evaluation of on-site or off-site improvements or investments that will enhance the value of the Kaka‘ako Makai properties; and,
 - d. A rigorous financial model with projections and sensitivity analysis to test and validate the overall economic viability of alternate land uses in Kaka‘ako Makai. The assessment will determine the financial feasibility of the alternative land uses under market-driven economic and real estate conditions. Determine the financial feasibility of the land use theme/scenarios under realistic economic and real estate conditions.
11. Development Guidelines – The Contractor shall prepare, based on community and OHA input, development design guidelines that will be appended to each RFP to select a site(s) developer. Such design elements should make OHA’s properties:
- a. environmentally functional;
 - b. unified both visually and in feel;
 - c. unique in both Hawai‘i and the world; and,
 - d. distinctly Hawaiian.

B. Tasks After Conceptual Master Plan is Prepared

After the Conceptual Master Plan has been prepared, the Contractor shall:

1. Present the Conceptual Master Plan Alternatives to beneficiaries and OHA staff - The Contractor shall organize, conduct, and facilitate 11 statewide meetings (four on O‘ahu, one on Moloka‘i, two on Maui, one on Lāna‘i, one on Kaua‘i, and two on Hawai‘i) for OHA beneficiaries, as well as reach out to OHA staff, to garner feedback as to which master plan alternative OHA should follow.
2. Present the Conceptual Master Plan Alternatives to Trustees – The Contractor shall present the Conceptual Master Plan alternatives in their entirety, along with input from beneficiaries and OHA Staff to the Trustees in a workshop. The Contractor shall plan, organize and facilitate the workshop to enable the Trustees to make a decision as to which alternative OHA should pursue.
3. Begin execution of the Conceptual Master Plan – The Contractor shall obtain any and all Planning Entitlements including, but not limited to:

- a. a programmatic environmental assessment or an environmental impact statement (EA/EIS) – the Contractor shall provide professional services for the analysis, review, production, and acceptance of a programmatic EA/EIS pursuant to Chapter 343, HRS, based on the land use determined, and potentially beneficial and adverse impacts in the event the lands developed as determined in the Conceptual Master Plan. Due to the perceived lack of site-specific details on each parcel, a programmatic environmental review is suggested. Administration of the EA/EIS shall involve regular coordination and verbal and written communication between the contractor and OHA.
- b. Public Involvement - The contractor shall work with OHA to prepare a public involvement strategy, including reaching out across all islands, that outlines the various elements and steps needed to implement a successful public involvement program over the course of the project.
- c. Public scoping - to solicit early and meaningful input from the affected public, agencies, and other interested parties on the issues and alternatives to be evaluated in the EA/EIS. One public scoping meeting that includes reaching out to the entire island chain (11 locations).
- d. Agency and stakeholder consultation - Work performed under this task shall be conducted by OHA as part of its ongoing community and stakeholder outreach efforts. The contractor shall also consult with a variety of agencies and interested stakeholders as part of the data gathering and agency contact activities. Where applicable, the information shall be incorporated into the EA/EIS.
- e. Cultural Impact Assessment preparation – The Contractor shall prepare cultural impact assessment and archaeological survey as required by HRS 343, as amended.
- f. HCDA Master Plan permit application – The Contractor shall prepare and submit HCDA master plan permit application and associated materials for discretionary review by HCDA staff.
- g. Special Management Permit Application – The Contractor shall prepare and submit SMA permit application and associated materials for discretionary review by the Office of Planning staff.
- h. Other – The Contractor shall prepare and submit any other federal, State or county permit application and associated materials for review.

C. Personnel

The successful offeror may consist of a consortium of firms or individuals which collectively include:

1. Financial Analyst: Financial contractor with expertise and experience in complex public-private real estate development transactions to help analyze current and potential value of the Kaka‘ako Makai properties and recommend alternative development structures (such as joint-venture development and other participation; land leasing, etc.) and related financing or capital market options, and advise OHA toward successfully negotiating the development of its Kaka‘ako Makai properties.
2. Master Planner: Planning contractor with direct involvement in the preparation of a master plan for a major landholdings in the State of Hawai‘i.
3. Environmental/Land Use Planner: Planning contractor with direct involvement in the preparation of an environmental assessment/impact statement (EA/EIS) pursuant to HRS 343, as amended; and also experience with obtaining land use entitlements from the Hawai‘i Community Development Authority and other federal, State and City Agencies.
4. Public Relations and Community Outreach: Public Relations contractor with direct experience with the Native Hawaiian Community, as well as the general Hawai‘i community, and involvement with major land use development projects.

(END OF SECTION)

SECTION 3

PROPOSAL FORMAT AND CONTENT

3.1 GENERAL INSTRUCTIONS

A. Submission

When an offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks identified in this RFP. The offeror's proposal must demonstrate an understanding of and the ability to meet and perform all contractual requirements listed in this RFP.

The submission of a proposal shall constitute the offeror's indisputable representation of compliance with every requirement of the RFP, and that the RFP documents are sufficient in scope and detail to indicate and convey a reasonable understanding of all terms and conditions of performance of the work to the offeror.

An offeror shall submit one (1) original proposal, marked "ORIGINAL" three (3) copies of the original marked "COPY", and one cd and/or flash drive. It is imperative that an offeror submit only one (1) original and the required number of copies. The outer envelope or packaging of the proposals shall be sealed and clearly marked with the RFP number and title, the offeror's name, address, email address and telephone number.

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

Before submitting a proposal, each offeror must:

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

Proposals shall be submitted to OHA in the prescribed format outlined in this RFP. A written response is required for each item, unless indicated otherwise. No supplemental literature, brochures or other unsolicited information should be included in the proposal packet.

B. Confidential Information

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

C. Intellectual Property Rights

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

The Contractor understands that the information obtained from these efforts is the sole property of OHA and any use of the information must be approved by OHA.

3.2 Summary Offer

Offeror shall provide a cost breakdown detailing, by Action Plan Work Phase, line-item costs (including, at a minimum: description, quality, unit cost, total cost), of any and all expenditures, with a summary total representing the dollar amount offered to perform the "Scope of Work" (Section 2.5 Scope of Work) requirements of this RFP.

All worksheet and supportive documentation, in determining the Summary Offer, shall be provided with the proposal to verify validity of and determine if the offer amounts are "fair and reasonable". A further breakdown of costs/or cost-related information may be requested during the proposal review and evaluation.

The Summary Offer shall represent the total amount offered; and, if a proposal is accepted, this amount will become the "not to exceed" maximum dollar amount of the contract; excluding the "Optional Services" costs of paragraph 3.3, below, and/or revised costs resulting from subsequent cost changes, negotiations, etc., if any.

3.3 Offeror Optional Services

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

3.4 The Proposal Application Sections:

- A. The proposal forms must be completed and submitted to OHA by the required due date and time, and in the form prescribed by OHA. Electronic mail and facsimile transmissions shall not be accepted.
- B. Offerors shall submit their proposals under the offeror's exact legal name that is registered with the State of Hawai'i Department of Commerce and Consumer Affairs and shall indicate this exact legal name. Failure to do so may delay proper execution of the contract.
- C. Offeror's authorized signature shall be an original signature in ink. If the proposal is unsigned or the affixed signature is a facsimile or a photocopy, the proposal shall be automatically rejected. If the proposal is not signed by and authorized representative as submitted on the corporate resolution, the proposal shall be automatically rejected.
- D. A proposal security deposit is not required for this RFP.
- E. The numerical outline for the application, the titles/subtitles, and the offeror name and RFP identification information on the top right hand of the corner of each page should be included.
- F. Consecutive page numbering of the proposal application should begin with page one and end with the last numbered page of the complete proposal.
- G. Proposals must be submitted on white, 8 ½" x 11" paper and shall be bound (a three ring binder or other method). Tabbing of sections is required.

3.5 Minimum Requirements

To meet the minimum requirements, the submitted proposal application shall be comprised of the following sections:

1. Transmittal Letter – in the form of a standard business letter and may be submitted on official business letterhead and shall be signed by an authorized representative.
2. Table of Contents;
3. Offer Form (OF) -1;
4. Offer Form (OF) -2;
5. Action Plan Proposal by Work Phase - include schedule of work phase, of cost breakdown of work phase, methodology, deliverables, personnel team, identifying lead for work phase;
6. Overall Project Timeline;
7. Organization/Staffing Chart with the names of personnel who will be actually be working on this project;

8. Staff Resumes of personnel who will be actually be working on this project;
9. Past projects;
10. Letters of recommendations (2 minimum for lead and each subcontractor);
11. Most Recent Financial Statements of all firms in offeror's team;
12. DCCA/BREG Certificates of Good Standing for all firms in offeror's team (as per Section 2.2); and,
13. HCE Certificate of Vendor Compliance for all firms in offeror's team (as per Section 2.2).

(END OF SECTION)

SECTION 4

PROPOSAL EVALUATION AND AWARD

4.1 Minimum Requirements Check

Upon the RFP submission due date and time, the RFP Coordinator will inspect each RFP to ensure that all the minimum requirements of Section 3.5 above, such as necessary forms, information and signatures, have been met. Those proposals that do not meet minimum requirements will be immediately disqualified and the offerors of the disqualified proposals shall be informed in writing.

4.2 Priority Listing

The proposals that do meet the minimum requirements will be evaluated and scored in accordance with the criteria in Section 4.6 below by members of an Evaluation Committee. The Evaluation Committee will be comprised of three (3) OHA employees. Upon scoring all proposals that have met the minimum requirements, the Evaluation Committee will place the proposals with the highest three scores on a Priority List.

4.3 Priority List Conferences

Prior to final award the RFP Coordinator will invite the Priority Listed offerors to separately meet with the Evaluation Committee. Each conference shall be 50 minutes and each offeror shall be informed of the date and time prior to final award. At each conference, the offerors will have twenty (20) minutes to present their proposals to the Evaluation Committee, followed by a thirty (30) minute Q&A session which the Evaluation Committee may ask the offerors to clarify or provide more detail on part(s) of their respective proposals.

4.4 Best and Final Offers (BAFO)

Based on discussions at the conferences, the Priority Listed offerors shall be provided the opportunity to submit their Best and Final Offers (BAFO) to OHA. BAFOs should be in the form of amendment CLEARLY IDENTIFYING replacement pages to the original proposals.

4.5 Re-Scoring of BAFO & Award

The Evaluation Committee will re-evaluate and re-score the amended proposals using the same criteria. The Priority Listed offeror with the highest score shall be notified that they have been awarded the contract. The RFP Coordinator will then notify all other offerors in writing that a different offeror has been selected.

4.6 Evaluation Criteria

All proposals that meet the minimum requirements of Section 3.5 above shall be evaluated on the following criteria by an Evaluation Committee comprised of three (3) OHA employees.

<u>Evaluation Criteria</u>	<u>Possible Points</u>
Minimum Requirements	Pass or Reject
Action Plan Proposal	25 points
<ul style="list-style-type: none"> The offeror demonstrates a thorough understanding of the purpose and scope of the requested service, including but not limited to financial/market analyses; community relations; architectural and urban design; master planning; and, land use planning. The offeror’s methodology and schedule for the scope of work is appropriate, efficient, practical, thoughtful and innovative. 	
Experience and Capability	30 points
<ul style="list-style-type: none"> The offeror demonstrates a keen understanding and awareness of Native Hawaiian culture, the Office of Hawaiian Affairs, the history of Kaka‘ako Makai, the stakeholders, the general Hawai‘i community and land development in Hawai‘i in other projects. The offeror demonstrates the skills, abilities and knowledge relating to financial/market analyses; community relations; architectural and urban design; master planning; and, land use planning in other projects The offeror demonstrates the ability to deliver on time and within budget, effectively manage and coordinate large project development teams, innovatively solve problems and issues relating to financial/market analyses; community relations; architectural and urban design; master planning; and, land use planning in other projects. The offeror’s presentation of its proposal was professional, clear, concise and informative. 	
Project Organization and Staffing	25 points
<ul style="list-style-type: none"> The offeror has dedicated qualified and experienced personnel, as well as sufficient resources, to the project to ensure completion on time. The offeror has proposed a project organizational structure that is clear and efficient. 	
Financial Cost	20 Points

- The financial cost of each phase of work, as well as the total cost, is reasonable in light of the amount of work to be done.
- The financial cost gives OHA the best value in terms of meeting its overall development goals for Kaka‘ako Makai.

TOTAL POSSIBLE POINTS

100 Points

(END OF SECTION)

SECTION FIVE

ATTACHMENTS AND EXHIBITS

ATTACHMENT 1: PROPOSAL MINIMUM REQUIREMENTS CHECKLIST

ATTACHMENT 2: OFFER FORM, OF-1

ATTACHMENT 3: OFFER FORM, OF-2

EXHIBIT A CONTRACT FORM

EXHIBIT B GENERAL CONDITIONS

EXHIBIT C KAKA‘AKO MAKAI POLICY

EXHIBIT D KAKA‘AKO MAKAI FRAMEWORK PLAN

**ATTACHMENT 1:
PROPOSAL MINIMUM REQUIREMENTS CHECKLIST**

Offeror: _____
RFP No. OHA KM-2015-01

The Applicant's proposal must contain the following components in the order shown below. Additionally, form must be appropriately completed and signed, if needed, in order to meet the minimum requirements as per Section 4.1 of the RFP.

Item	Reference in RFP	Included
Transmittal Letter – in the form of a standard business letter and may be submitted on official business letterhead and shall be signed by an authorized representative.	Section 3.5, RFP	
Table of Contents	Section 3.5, RFP	
Offer Form (OF)-1	Section 3.5, RFP, ATTACHMENT 2	
Offer Form (OF)-2	Section 3.5, RFP, ATTACHMENT 3	
Action Plan Proposal by Work Phase - include schedule of work phase, cost breakdown of work phase, methodology, deliverables, personnel team, identifying lead for work phase;	Section 2.5 & 3.5, RFP	
Overall Project Timeline	Section 2.1C & 3.5, RFP	
Organization/Staffing Chart	Section 2.5C & 3.5, RFP	
Staff Resumes	Section 2.5C & 3.5, RFP	
Past Projects	Section 3.5, RFP	
Letters of Recommendations (2 minimum for lead and each subcontractor)	Section 3.5, RFP	
Most Recent Financial Statements of all firms in offeror's team (as per Section 1.26)	Section 3.5, RFP	
DCCA/BREG Certificates of Good Standing for all firms in offeror's team	Section 2.2 & 3.5, RFP	
HCE Certificate of Vendor Compliance for all firms in offeror's team	Section 2.2 & 3.5, RFP	

**ATTACHMENT 2:
OFFER FORM, OF-1**

FROM: _____

TO: OHA Procurement Officer:
Kamana‘opono Crabbe, Ph.D.
Ka Pouhana, Chief Executive Officer
Office of Hawaiian Affairs, State of Hawai‘i
737 Iwilei Road, Suite 200
Honolulu, Hawai‘i 96817

RE: OFFICE OF HAWAIIAN AFFAIRS, STATE OF HAWAI‘I
CONCEPTUAL MASTER PLANNING SERVICES FOR REAL ESTATE DEVELOPMENT
KAKA‘AKO, MAKAI, HONOLULU, HAWAI‘I
RFP NO. OHA - KM-2015-01

Dear Dr. Crabbe,

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

Offeror is:

Sole Proprietor Partnership *Corporation Joint Venture

*State of incorporation:

Other

Hawai‘i General Excise Tax License (GET) I.D. No.

Federal I.D. No.

**ATTACHMENT 2:
OFFER FORM, OF-1
(CONTINUED)**

Payment address (other than street address below):

Business address (street address):

Respectfully submitted:

Exact Legal Name of Company (Offeror)**

Authorized (Original) Signature

Name & Title: _____

Date: _____

Telephone No.: _____

Fax No.: _____

E-mail Address: _____

**If offeror is a “dba” or a “division” of a corporation, furnish the exact legal name of the corporation under which the awarded contract shall be executed.

**ATTACHMENT 3:
OFFER FORM, OF-2**

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

Note: Pricing shall include labor, materials, supplies, all applicable taxes, and any other costs incurred to provide the specified services.

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

Offeror

Name of Company

EXHIBIT A
CONTRACT FORM

EXHIBIT B
GENERAL CONDITIONS

EXHIBIT C
KAKA‘AKO MAKAI POLICY

EXHIBIT D
KAKA‘AKO MAKAI FRAMEWORK PLAN