

**STATE OF HAWAII  
SCHOOL FACILITIES  
AUTHORITY**

RELEASE DATE: DECEMBER 15, 2023

**REQUEST FOR PROPOSALS  
No. RFP-SFA-23-01**

SEALED OFFERS  
FOR

**MILILANI HIGH SCHOOL  
TEACHER WORKFORCE  
HOUSING PROJECT**

WILL BE RECEIVED UP TO 4:00 PM (HST) ON

**MAY 17, 2024**

BY THE SCHOOL FACILITIES AUTHORITY AT 1003 BISHOP STREET,  
SUITE 2395 HONOLULU, HAWAII 96813. DIRECT QUESTIONS  
RELATING TO THIS SOLICITATION TO DONNA TAKEDA VIA EMAIL AT  
[dtakeda@twghawaii.com](mailto:dtakeda@twghawaii.com).

Signature: \_\_\_\_\_

Chad Keone Farias,  
Executive Director  
State of Hawaii School Facilities Authority  
Procurement Officer

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**ATTACHMENT 3 STATE OF HAWAII GENERAL CONDITIONS**

**SECTION 1**  
**INTRODUCTION, TERMS AND ACRONYMS, KEY DATES**

**1.1 INTRODUCTION**

The State of Hawaii School Facilities Authority (“SFA”) is soliciting proposals from experienced real estate developers and development teams (collectively, “Developers”) interested in playing a lead role in the design, building, financing, operation and maintenance of new teacher workforce housing to be located on the Mililani High School campus in Mililani, Hawaii (the “Teacher Housing Project” or “Project”). The offeror selected as a result of this Request for Proposals (“RFP”) will develop, construct and operate a new rental housing project to be provided at below market rents to eligible teachers and education staff.

The Developer selected as a result of this RFP will be responsible for designing, planning, constructing and operating new multifamily rental units in a variety of configurations (with a preference for studios, 1-, and 2- bedrooms) at affordable rents set at or below one hundred twenty percent (120%) of the area median income (“AMI”) for a period of sixty-five (65) years and shall give first priority for occupancy to qualified teachers and persons working in the educational field and/or educational settings, including Department of Education (“DOE”) employees.

The Project will be situated on a parcel of real property located on the Mililani High School Campus (the “Property”). SFA intends to negotiate a development agreement (“DA”) and long-term (65+ year) ground lease (“Lease”) of the Property to allow the Successful Offeror to design, plan, construct, and manage the Teacher Housing Project in accordance with the goals and parameters described in this RFP.

The primary goals of the Project include (1) providing schoolteachers with rental housing units at below market rates, and (2) contributing to the ongoing financial sustainability of SFA’s mission. SFA intends to select the proposal that best demonstrates the potential to satisfy these objectives and other selection criteria outlined herein (the “Developer” or “Successful Offeror”). This RFP contains the information needed by all entities responding to this invitation (“Offeror(s)”) and sets forth submission processes and selection criteria for each stage of the selection process.

**1.2 ISSUING OFFICE AND CONTACT PERSON**

SFA is responsible for overseeing the procurement and issuance of an Award of Development Agreement, and/or Lease and any related ancillary agreements and/or restrictive covenants, resulting from this RFP. The SFA Executive Director’s name and contact information are as follows:

Chad Keone Farias,  
Executive Director  
Hawaii School Facilities Authority  
c/o Executive Office on Early Learning  
2759 South King Street, Room C6  
Honolulu, Hawaii 96826

Email: [chad.farias@hisfa.org](mailto:chad.farias@hisfa.org)

All communications regarding this RFP during this solicitation by the Offeror, consultants and agents shall be directed to the RFP Contact as follows:

Donna Takeda  
Program Manager  
The Wilhelm Group  
1003 Bishop Street, Suite 2395  
Honolulu, Hawaii 96813  
Ph: (808) 791-2382  
Email: [dtakeda@twghawaii.com](mailto:dtakeda@twghawaii.com)

### 1.3 MODIFICATION AND CANCELLATION OF RFP

SFA reserves the right to amend the RFP by written addenda, reject any and all proposals in whole or in part, or cease any and all negotiations at any time in its sole and absolute discretion pursuant to Hawaii Administrative Rules (“HAR”) §3-122-96. It is the Developers’ sole responsibility to keep apprised of any and all addenda to the RFP.

### 1.4 COPIES OF RFP

Copies of the RFP will be made available as follows beginning December 15, 2023:

- **Hard copies:** Contact The Wilhem Group LLC, Attn. Donna Takeda (the “RFP Contact”) via email at [dtakeda@twghawaii.com](mailto:dtakeda@twghawaii.com) to arrange mailing via United States Postal Service first class mail or equivalent. A fee of \$500 per copy will be assessed for administrative and printing costs. The fee shall be in the form of a cashier’s check or certified check made payable to the “School Facilities Authority.”
- **Electronic copies:** Electronic versions of the RFP will also be made available at no cost on the SFA website at [www.hisfa.org](http://www.hisfa.org).

### 1.5 TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION

The following terms and acronyms have the same meaning throughout this RFP, unless specifically stated otherwise or clearly inappropriate in the context. Other initially capitalized terms may be defined elsewhere in this RFP

<b>Addendum</b>	A written document issued by SFA during the solicitation period clarifying or establishing changes to the RFP, which will be considered and made a part of the RFP.
<b>AMI</b>	Area median income defined by the U.S. Department of Housing and Urban Development.
<b>Award</b>	Written notification of the approval of the Offeror’s Proposal.
<b>BAFO</b>	Best and Final Offer.
<b>CPO</b>	Chief Procurement Officer.

<b>Contract</b>	All types of agreements (e.g., a Development Agreement, Ground Lease, and/or any other agreement) executed as a result of this RFP.
<b>Contractor</b>	The individual, partnership, firm, corporation, limited liability company, or joint venture entering into a Contract with SFA as a result of this RFP.
<b>DAGS</b>	Department of Accounting and General Services.
<b>DOE</b>	Department of Education of the State of Hawaii.
<b>Developer</b>	Any individual, partnership, firm, corporation, limited liability company, or joint venture intending to submit a Proposal in response to this RFP.
<b>Development Agreement</b>	A development contract executed by SFA and the Successful Offeror for the purpose of completing the Project described in this RFP.
<b>Evaluation Committee</b>	The group of designated reviewers selected by the Procurement Officer to review and evaluate Proposals pursuant to HRS Chapter 103D.
<b>Exclusive Negotiation Agreement or ENA</b>	An agreement to be entered into by SFA and the Selected Developer to engage in exclusive negotiations of a development agreement, long-term ground lease, and other agreements as may be reasonably necessary to develop the Project. The ENA shall include, without limitation, milestones for the negotiation of the development agreement, long-term ground lease, and other agreements reasonably necessary for the development of the Project.
<b>General Conditions</b>	General Conditions Form AG-008 issued by the Department of the Attorney General.
<b>HAR</b>	Hawaii Administrative Rules.
<b>HRS</b>	Hawaii Revised Statutes.
<b>Lease</b>	A long-term ground lease entered into between the Successful Offeror and SFA for the Property as a result of this RFP, which term is at least 65 years.
<b>Priority List</b>	Those Offerors who have submitted a Proposal in response to this RFP which the SFA Evaluation Committee determines to be acceptable or potentially acceptable and among the most qualified to perform and complete a Project.
<b>Procurement Officer</b>	The contracting officer for the State of Hawaii, State Procurement Office (here, the Executive Director of SFA).
<b>Proposal</b>	A proposal submitted by a Developer in response to and consistent with the requirements of this RFP, which shall include, without limitation, a statement of qualifications together with Developer's proposal to design build, etc.
<b>Property</b>	That certain real property located in Mililani, Hawaii, which is more particularly described in Section 2 of this RFP.

<b>Project or Teacher Housing Project</b>	A workforce rental housing project consisting of rental units restricted to individuals or families earning less than one hundred twenty percent (120%) of the area median income.
<b>Offeror</b>	Any individual, partnership, firm, corporation, joint venture, or representative or agent, submitting a response to this solicitation.
<b>RFP</b>	This Request for Proposals, referring to all documents, whether attached or incorporated by reference, utilized for soliciting Proposals.
<b>RFP Contact</b>	The Wilhelm Group, Attn. Donna Takeda, <a href="mailto:dtakeda@twghawaii.com">dtakeda@twghawaii.com</a> , or such other person designated by SFA to receive communications in writing relating to this RFP.
<b>SFA</b>	School Facilities Authority of the State of Hawaii.
<b>State</b>	State of Hawaii, including all departments, attached agencies, and political subdivisions.
<b>Selected Developer or Successful Offeror</b>	Any individual, partnership, firm, corporation, joint venture, or representative or agent, awarded

## 1.6 RFP SCHEDULE AND SIGNIFICANT DATES

The schedule represents SFA's best estimate of the schedule that will be followed. All times indicated are Hawaii Standard Time (HST). If a component of this schedule, such as "Proposal Due date/time" is delayed, the rest of the schedule will likely be shifted 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:

<b>Release of Request for Proposals</b>	<b>12/15/23</b>
<b>Deadline to Submit Notice of Intent to Offer</b>	<b>1/4/24</b>
<b>Pre-proposal Conference</b>	<b>1/18/24</b>
<b>Deadline to Submit Questions</b>	<b>2/2/24</b>
<b>State's Response to Questions*</b>	<b>2/16/24</b>
<b>Proposals Due date/time</b>	<b>5/17/24</b>
<b>Proposal Evaluations</b>	<b>5/31/24</b>
<b>Discussion with Priority Listed Offerors (if necessary)</b>	<b>6/14/24</b>
<b>Best and Final Offer (if necessary)</b>	<b>6/28/24</b>
<b>Notice of Award</b>	<b>7/5/24</b>
<b>Contract Start Date</b>	<b>8/5/24</b>

## 1.7 INTENT TO OFFER

To be eligible for consideration, interested parties must first complete and submit a Notice of Intent to Offer to the SFA Contact by no later than January 4, 2024 at 4:00 pm HST. Any interested party who fails to complete and submit a Notice of Intent form by this deadline will not be eligible to submit its proposal and therefore will not be considered for this project. The Notice of Intent to Offer letter is attached to this document as **(Attachment 1 – Notice of Intent)**.

## 1.8 REGISTRATION

To receive direct notification of Pre-Proposal Conference details and any addenda to the RFP, interested parties must register with the RFP Contact. To register, please submit the “Notice of Intent to Offer” (**Attachment 1**) to the RFP Contact via email at [dtakeda@twghawaii.com](mailto:dtakeda@twghawaii.com).

## 1.9 PRE-PROPOSAL CONFERENCE

SFA will conduct a remote briefing for interested parties on **January 18, 2024 at 8:00 a.m. HST**. Interested parties must register with the RFP Contact as described above at least twenty-four (24) hours in advance of the briefing time to receive direct notification of conference details.

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.

Spontaneous answers to oral questions may be provided by SFA; however, Offerors are advised that anything discussed at the pre-proposal conference does not change any part of this RFP. If an Offeror wishes to receive a formal answer to oral questions raised at the Pre-Proposal Conference, the Offeror shall submit such questions to the RFP Contact by the deadline for written questions. All official responses will be provided in writing via addendum to this RFP. A walk through of the Property will not be held.

## 1.10 QUESTIONS AND ANSWERS PRIOR TO OPENING OF PROPOSALS

Interested parties may submit questions to the RFP Contact in writing at [dtakeda@twghawaii.com](mailto:dtakeda@twghawaii.com). All questions shall be submitted by the due date specified in Section 1.6, *RFP Schedule and Significant Dates*, as amended.

SFA will respond to questions through Addenda/Amendments by the date specified in Section 1.6, *RFP Schedule and Significant Dates*, as amended.

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**SECTION 2**  
**BACKGROUND AND SCOPE OF WORK**

**2.1 PROJECT OVERVIEW AND HISTORY**

The persistent and dire shortage of licensed teachers in Hawaii presents a critical challenge to the State’s educational objectives. Since 2012, the number of teachers leaving Hawaii annually has increased by more than 70 percent. Substantially more teachers leave the State each year than retire or resign for other reasons. Hawaii’s housing market plays a significant role in creating an environment that makes it exceedingly difficult to attract qualified educators and retain them in the State.

Increasing the supply of affordable and workforce housing available for teachers is a well-established mechanism to support teacher retention and recruitment efforts. To that end, SFA was established under Hawaii Revised Statutes (“HRS”) Chapter 302A and is charged with the development, planning, and construction of public-school capital improvement projects. This RFP is issued under the provisions of HRS §302A-1703(c), which empowers SFA, among other things, to enter into partnerships with qualified persons to acquire, construct, reconstruct, rehabilitate, improve, alter, or provide for the construction, reconstruction, improvement, or alteration of any project to fulfill its authority.

On July 3, 2023, Governor Josh Green, M.D. signed Act 172, SLH 2023 into law authorizing SFA to partner with public and private entities to develop housing on- or off-campus for teachers and other educators and staff. Act 172 further authorized SFA to help address the challenges of recruiting and retaining teachers in Hawaii by partnering with public and private agencies to develop housing on or off campus for teachers, educators, and staff. Act 172 appropriates funds out of the School Facilities Special Fund to be expended by SFA for the construction of housing and classrooms.

To facilitate the creation of teacher workforce housing, SFA seeks to negotiate and enter into a development agreement and long-term ground lease with the Selected Developer. Developer shall include in its financial pro forma its desired business terms for a long-term ground lease of the Property, rent and/or lease premiums to be paid to SFA, and cash flow projections. Upon expiration of the long-term ground lease, ownership of the Project shall revert back to SFA, unless otherwise agreed by the parties.

This RFP gives qualified Developers an opportunity to describe their (and their team’s) development experience and demonstrate a business framework to develop the Teacher Housing Project consistent with the vision and other principles described in this RFP. A Proposal submitted in response to this RFP must demonstrate Developer’s clear understanding of the housing market and the community surrounding the Project and propose a detailed Project concept, development strategy, financial proposal, and a plan to operate and maintain the Project for a period of time to be determined by the parties. Proposals should be based on prudent market and financial analysis evidencing that the proposed Project can provide rental housing units at rental rates that are less than the market rental rates of the areas surrounding the Project site. The Successful Offeror will be selected based on the criteria set forth in this RFP.

## 2.2 PROJECT SITE

The Project will be located on a portion of the Mililani High School grounds in Mililani, Honolulu (the “Property”). As a condition to executing the Lease, the Successful Offeror will be responsible for either subdividing the Property or submitting the Property to a condominium property regime, at the Successful Offeror’s sole cost and expense.

The preferred project site (the “Preferred Site”) is a portion of a subdivided parcel consisting of approximately three (3) acres. If the Project cannot be located on the Preferred Site, SFA has also identified two alternate sites (“Site 2” and “Site 3,” collectively the “Alternate Sites”) of approximately 1 and 0.75 acres, respectively.

Offeror should note that Site 2 is bisected by a portion of a parcel owned by Mililani Town Association described by TMK No. (1) 9-5-001:083 and currently containing a pedestrian walkway. Offerors proposing the use of Site 2 should articulate a plan to unify the site prior to the execution of a Ground Lease.

Further preliminary information regarding the Property is provided below. All information about the Property is being provided on an AS-IS basis without representation, warranty or guaranty. All Offerors are responsible for independently reviewing and analyzing the Property for its intended use, and the Successful Offeror will be provided with an opportunity to conduct in-depth due diligence review pursuant to the Development Agreement.

<b>Address</b>	95-1200 Meheula Parkway, Mililani, HI
<b>Tax Map Key Nos.</b>	(1) 9-5-001:054 (Preferred Site) (1) 9-5-001:055; (1) 9-5-001:083 (Site 2) (1) 9-5-001:055 (Site 3)
<b>Landowners</b>	State of Hawaii <sup>1</sup>
<b>State Land Use District</b>	Urban
<b>County Zoning</b>	R-5
<b>Special Management Area</b>	No
<b>Development Plan</b>	Central Oahu
<b>Flood Zone</b>	No

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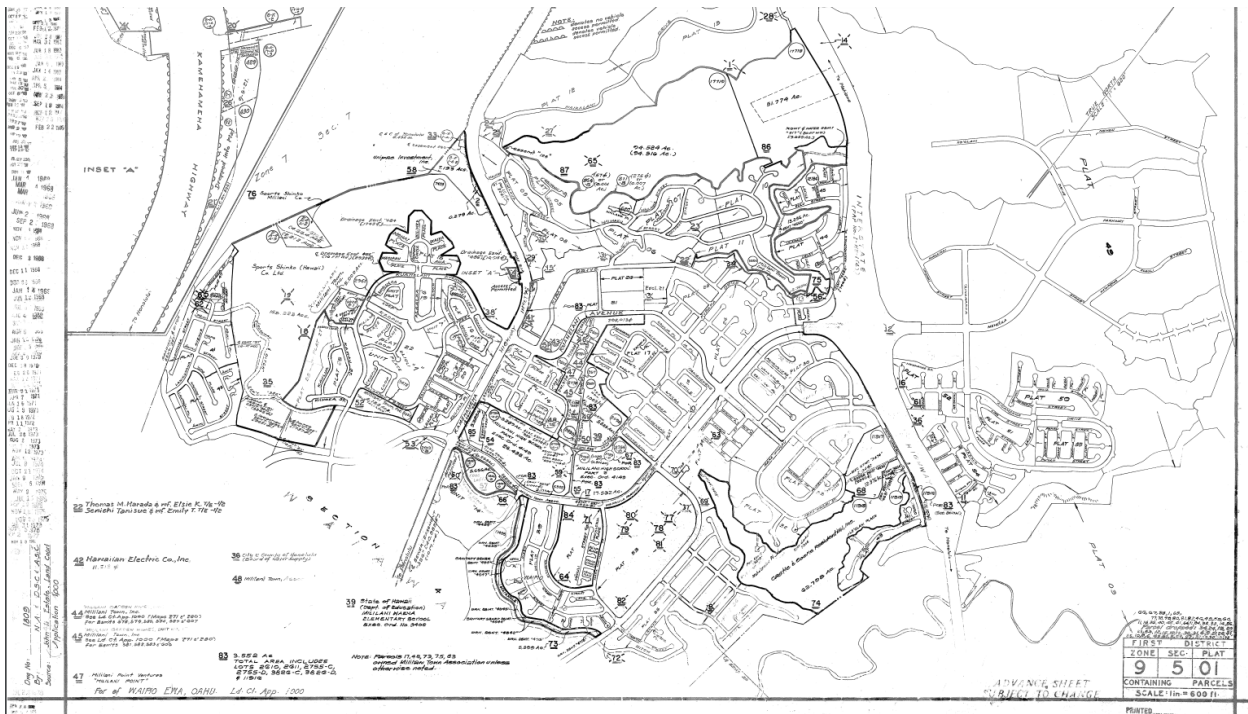
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<sup>1</sup> Site 2 is owed in part by the Mililani Town Association.

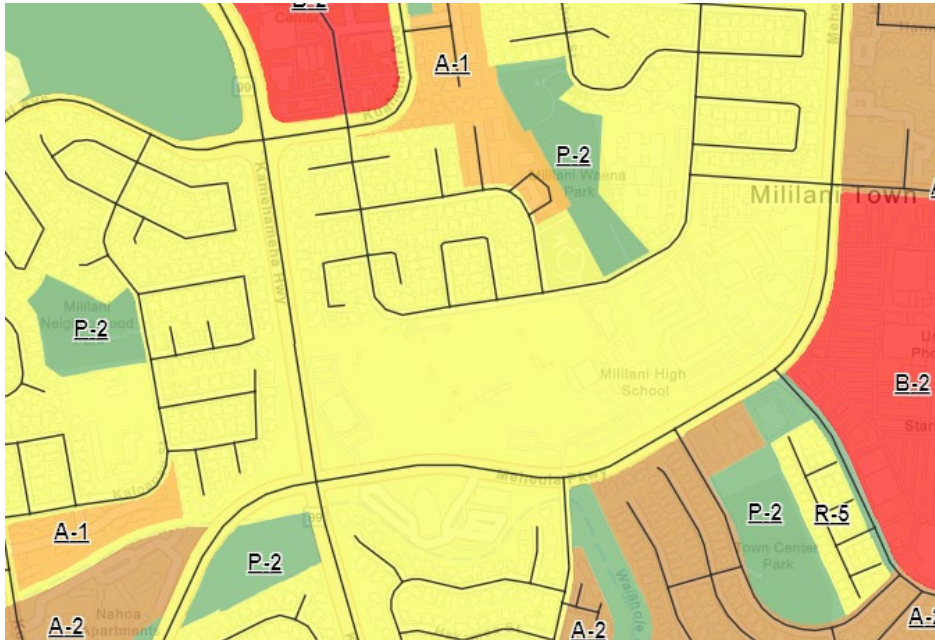
Figure 1. Aerial View



Figure 2. Tax Map Key



**Figure 3. Zoning Map**



*Legend: Yellow = R-5 Residential, Green = Preservation, Orange = Agricultural, Red = Community Business.*

All information provided in connection with this RFP is intended to assist Developer in its investigation and may not be current. Developer shall ultimately be responsible for conducting its own investigations and SFA makes no representation or warranty as to the accuracy or usefulness of the information provided.

The Successful Offeror shall be responsible for any and all subdivision and/or condominium property regime, site work, repairs, improvements, and required remediation of hazardous materials necessary for the construction and operation of the improvements on the site(s) selected for the Teacher Housing Project. The Successful Offeror shall also be responsible for obtaining all required land use entitlements and government approvals/permits. Developer will be solely responsible for paying all costs or expenses and any associated studies, permits, approvals and compliance related to the approval of required to develop the Project, in addition to other requirements described in this RFP arising in connection therewith.

### **2.3 SFA VISION FOR SITE & PROJECT**

Mililani High School sits on more than 26 acres, several portions of which remain largely undeveloped. The Property is currently owned in fee simple by the State. SFA intends to work with the State to transfer ownership of all or a portion the Property to SFA for purposes of granting a long-term ground lease to the Successful Offeror for the development of the Project. It is SFA's intent that the Successful Offeror will plan the Project to be built on the undeveloped portions of the premises, and to the extent any developed portions may need to be used (e.g., parking lots), Successful Offeror will use its best efforts to assist with relocating any such uses to other portions of the Property.

Offerors have complete flexibility to propose design concepts, provided the following objectives are addressed:

### **2.3.1 Affordable Housing**

The goal of this project is to offer new multifamily rental unit options in a variety of configurations (with a preference for studio, 1, and 2 bedroom units) at affordable rents to Hawaii's teachers and education personnel. Housing developed for this project shall be prioritized for licensed teachers, educators, and education staff, including DOE staff. Eligible applicants for rental units will be queued according to an education employee occupancy Priority List as follows:

- First consideration will be given to households that include eligible teachers. A household is considered eligible for teacher occupancy priority if the household includes at least one current licensed teacher and meets the income restrictions, occupancy requirements, and all other requirements for the unit.
- If available units are not filled by eligible teachers, second consideration of tenancy will be given to educational staff, including Department of Education employees, who meet the eligibility requirements for the unit.
- Subject to fair housing laws, applications to the waitlist may also be accepted from other households, but consideration of any non-education employee for tenancy will occur only after any vacant unit has been offered to all eligible applicants from the waitlist.

The same occupancy priority preferences will be used to queue eligible applicants added to the waitlist after initial lease up.

Tenant selections shall be made in a nondiscriminatory manner without regard to considerations such as race, age, religion, color, sex, national origin, familial status, or disability. Offeror shall be responsible for ensuring compliance with all applicable fair housing laws, rules, and regulations.

### **2.3.2. Financial Return**

Offerors are encouraged to structure the Project so that, once stabilized, it generates a sustainable cash flow capable of providing SFA with a return on its investment (either via ground lease payments, or other alternative structures proposed by the Developer) to allow SFA to further invest its resources in subsequent teacher housing projects.

### **2.3.3. Integration with Surroundings**

Offerors are encouraged to consider the surrounding school uses when designing and conceptualizing the Project. To the extent possible, Offerors shall plan for and around the school uses, view planes, landscaping, parking, etc. and consider ideas on how sustainability and resiliency features are included to demonstrate a desired smaller carbon footprint.

### 2.3.4. Other Project Objectives

Additional objectives include:

- **Sustainable Design and Development Standards:** To the extent possible, the Project shall comply with Chapter 196-9, HRS, regarding energy efficiency and environmental standards for state facilities. Project proposals shall consider sustainable and energy efficient practices such as solar power, advanced metering (including individual unit meters or check meters), “daylighting” (i.e., light from windows penetrating interior spaces), natural ventilation, water conservation initiatives, passive solar heating, efficient building systems and products, vehicle charging stations, and rooftop gardening, among others.
- **Hawaiian Plants:** Whenever and wherever feasible, the Project shall utilize Hawaiian plants (see OHA Native Plant Poster) for its landscaping pursuant to Section 103D-408, HRS (see section 103D-408, HRS).
- **Placemaking Elements:** The Project may include placemaking elements such as community gathering spaces, public art, activated streets, or other elements that will facilitate dynamic and unique public spaces, such as those that integrate Hawaii’s island environment with fine art, artisanship and native vegetation. Outdoor spaces are considered to be important to the overall site design.
- **Complete Streets:** The Project should embrace the “Complete Streets” design approach, creating conditions that encourage walkability and facilitate transportation choices by providing safe and convenient pedestrian and bicycle access to community amenities and public transportation services.

## 2.4 SFA OBJECTIVES

Subject to the need to establish a feasible business plan and Project, SFA’s expectations and objectives are described below and will be incorporated into the DA. Offerors should provide feedback, exceptions or alternative proposals considered absolutely necessary, with respect to the objectives and terms described below:

SFA is seeking a Developer to plan, design, finance, develop, lease, operate and manage the Project under the terms of the Award, DA and Lease. The development structure would involve a private non-profit or for-profit development entity of Developer-led team where the Developer will be the prime contractor with full responsibility to complete the Project as described herein. The Developer-led team would plan and design the Project, obtain financing for the Project, and construct, lease, operate and manage the Project under a ground lease from SFA.

The Successful Offeror will obtain all appropriate approvals of subdivision or CPR documents for the Project site and SFA will enter into a ground lease of the Project site with the Successful Offeror for 65+ years at the time that the Successful Offeror is ready to close with all of its construction financing for the Project. Lease terms, including lease rent, will be proposed by Offeror and is subject to negotiation.

Offeror will be expected to bear all of the costs of the design, permitting, construction and management of the Teacher Housing Project, except to the extent the Successful Offeror is awarded future funding from SFA, subject to availability (as discussed below). In addition, SFA is interested in furthering the following development objectives:

- a. Maximizing the number of rental units available to qualified teachers;
- b. Maximizing revenue generated by the project to enhance SFA's long-term financial sustainability and minimize land costs;  
  
Selecting a developer with a proven record of meaningful community engagement throughout the development process;
- c. Mitigating any adverse effect that the Project may have on the Property or surrounding area through energy conservation, water conservation, stormwater management, carbon footprint reduction, or other sustainability measures.
- d. Utilizing SFA's resources responsibly and efficiently, including SFA's leasehold interest in the Property and any allocated funding;
- e. Providing a meaningful benefit to the community and educator workforce of Hawaii;
- f. Complying with all applicable laws, ordinances, rules, regulations and restrictions; and,
- g. Supporting an economically feasible development plan.

## **2.5 DEVELOPER'S SCOPE OF WORK**

SFA is soliciting qualification statements from experienced developers with a demonstrated ability to design, build, and manage quality rental housing projects. Though the final scope of work will be negotiated in the executed Development Agreement, Lease, and/or any other agreements executed as a result of this RFP, Offerors are expected to submit a realistic description of how they intend to successfully execute this development effort.

In addition, Proposals should demonstrate the interested Offeror's capacity and readiness to perform and provide evidence of the interested Offeror's previous experience and qualifications relative to the provision of such services, particularly the development of mixed-income or affordable housing units. The Successful Offeror will be responsible for working closely with SFA to develop a holistic and sustainable plan to complete the project as described herein.

The Offeror has the flexibility to propose alternatives to the development structure provided herein, provided it meets the objectives of the Project whereby the Project can be developed pursuant to a single Development Agreement. SFA reserves the right to reject all alternatives in its sole discretion.

Developer responsibilities on this Project are expected to include the following scope of work, at minimum:

<b>Project Site</b>	The Project will be located on a portion of Mililani High School’s grounds (Tax Map Key (1) 9-5-001:054-55). The Successful Offeror shall obtain subdivision approval or subject the Property to a condominium property regime to create appropriate lots/units for separate leasehold ownership of the housing component, educational component, and common area components as deemed necessary.
<b>“AS-IS, WHERE IS”</b>	The Successful Offeror shall accept the Property in “AS IS, WHERE IS” condition, without any express or implied warranties or representations of any kind whatsoever. SFA shall incur no liability or expenditures in connection with the transfer of the Project site to the Successful Offeror or the development or operation of the Project.
<b>Financing of Affordable Housing</b>	Offerors must provide a financial plan to undertake the Project. The financial plan should identify interim and permanent sources, assumptions relative to the availability of financing, and assumptions relative to payback of the loan. Offerors may include an alternative financing plan in their submissions that contemplate the use of funding from SFA and specifies the amount they will seek in subordinate financing. SFA does not guarantee the availability of state funds or that funds will be awarded for this project.
<b>Design &amp; Planning</b>	The Successful Offeror will be responsible for project design with input from SFA. In addition, the Successful Offeror will be responsible for pre-development planning review, preconstruction value engineering analysis, cost estimation, design reviews, and environmental review, as needed.
<b>Affordable Housing Exemptions Under Chapter 201H, HRS</b>	The Successful Offeror will be responsible for applying for any necessary exemptions specific to the agreed-upon Project and obtaining approval by the Honolulu City Council pursuant to Section 201H-38, HRS. SFA makes no representation that any exemption will be approved. Furthermore, approval of the Award under this RFP does not obligate SFA to support any exemptions proposed by the Successful Offeror.
<b>Other Entitlement Approvals</b>	The Successful Offeror will be responsible for all entitlement approvals necessary for development of the Project, including but not limited to working with the City and other State agencies to obtain approvals of any land use planning, zoning, development permit, subdivision or building code approvals, including the following, to the extent applicable: <ul style="list-style-type: none"> <li>i. HRS Chapter 6E, Historic Preservation.</li> </ul>

	ii. HRS Chapter 343, Environmental Impact Statements.
<b>Utilities &amp; Off-Site Improvements</b>	The Successful Offeror will be responsible for obtaining utilities for the Project and any on- or off-site improvements, including water, sewer, electrical, telephone and cable TV systems requirements. The Successful Offeror shall be responsible for obtaining potable water for the Project from the Board of Water Supply and payment of applicable water facilities charges.
<b>Community Engagement</b>	Offerors are expected to be responsive to neighborhood, local community, and county interests and to promote and maintain good relations with community and neighborhood groups. Offerors should include plans for organizing community meetings, taking public comments and using reasonable efforts to incorporate comments from the community.
<b>Sustainability</b>	Developer shall be responsible for ensuring, to the extent possible, that the Project shall comply with Chapter 196-9, HRS, regarding energy efficiency and environmental standards for state facilities.
<b>Hawaiian Plants</b>	The Project shall utilize Hawaiian plants for its landscaping pursuant to Section 103D-408, HRS.
<b>Construction Activities</b>	Developer shall be responsible for construction activities as provided under the Development Agreement and/or other agreements negotiated with SFA. Construction services will likely include procurement of building materials, developing and maintaining project schedule from pre-development through project lease-up and financial conversion, etc.
<b>Operation and Management</b>	SFA does not intend to manage the Teacher Housing Project property after construction. Offeror should provide a plan for long term management of housing units in accordance with applicable local, state and federal requirements.

SFA reserves the right to alter this scope of Developer’s responsibilities together with the right to negotiate final Developer Project team members.

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**SECTION 3**  
**PROPOSAL FORMAT AND CONTENT**

**3.1 SUBMISSION FORMAT**

Offerors are asked to submit one (1) original proposal and one (1) electronic CD or USB drive copy including financial pro forma sheet in Microsoft Excel format to the RFP Contact.

Proposals must be received and time-stamped no later than **4:00 p.m. HST on May 17, 2024**. The proposals should present the information described below and should adhere to the format described below.

**3.2 TRANSMITTAL LETTER**

Provide a one- to two-page transmittal letter that summarizes Offeror’s proposal and confirms that the Offeror shall comply with the requirements, provisions, terms, and conditions specified in this RFP. The letter should include an executive summary and a description of the proposed project. The transmittal letter should be in the form a standard business letter on official business letterhead and signed by an authorized representative of Offeror.

**3.3 OFFER FORM**

Provide a signed **Offer Form OF-1** (see **Attachment 2**) with the complete name and address of Offeror’s firm and name, mailing address, telephone number, and e-mail address of the person the State should contact regarding Offeror’s proposal.

Proposals shall be submitted using Offeror’s exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and indicate exact legal name in the appropriate spaces on the Offer Form. Failure to do so may delay proper execution of the contract.

**3.4 EXPERIENCE AND PAST PERFORMANCE**

This section will establish the team’s experience, professional qualifications, and past performance relevant to this project. The Evaluation Committee will be looking for relevant development experience similar in size and scope to the development opportunity offered herein. To that end, Developers shall submit the following information, without limitation:

<b><u>Name</u></b>	The exact legal name of the Offeror.
<b><u>Type of Entity</u></b>	Identify the type of entity (e.g., corporation, limited liability company, etc.), and the state or country of organization.
<b><u>Owners</u></b>	Identify all individuals or entities with an interest or ownership interest in the Offeror and their respective ownership interests. Provide any additional background information about any of the owners that may support the

	<p>qualifications of the Offeror with respect to this RFP, including descriptions of any key roles that any of these individuals or entities will play in the Offeror's development or operation of the Teacher Housing Project. Any foreign corporation or business entity must obtain the appropriate certificate of authority to do business in the State of Hawaii.</p>
<b>Directors/Officers</b>	<p>Identify the directors and officers of the Offeror, including names and titles. Provide any additional background information about any of the directors and officers that may support the qualifications of the Offeror with respect to this RFP, including descriptions of key roles that any of these individuals will play in the Teacher Housing Project.</p>
<b>Development Team</b>	<p>Describe the organization of the Offeror and development team, and the role and responsibilities of each member of the development team, including major consultants (e.g., architects, engineers, etc.), joint venture or limited partners, and legal counsel. Include members that may be added to the development team in the future to fund, renovate or manage the project, and describe the arrangement or commitment, if any, between the Offeror and the projected future development team members. Provide an organizational chart and the names, titles, and contact information of the principals of each member of the development team.</p>
<b>Past Performance</b>	<p>Describe previous experience with projects similar in type, use, size, and scope to the Offeror's proposed development and operation of the Teacher Housing Project. Provide relevant examples of projects with similar entitlement and development requirements that are in progress, have been successfully completed, or are in the development pipeline. Describe any other experience that may be appropriate to establish the Offeror's qualifications. Describe any past or current lease(s) of State lands awarded to the Offeror's owners, directors, officers, subsidiaries, related entities and/or affiliates including any delinquencies or prior defaults on any such lease(s).</p>
<b>Financing Capacity</b>	<p>Provide a description and adequate evidence of Developer's financial capacity and backing, including copies of audited financial statements, annual reports and auditor's opinion letter, or other similar information, for each of the last three (3) years and evidence of general financial capabilities and partnerships. Describe the Developer's need for and ability to raise equity and additional capital sources. SFA will maintain the confidentiality of all financial information provided by Developer as part of the review process. Developers may</p>

	provide proprietary financial information under separate cover labeled “Confidential and Proprietary Information.”
<b>Other Information</b>	Provide any other information regarding the Offeror, the development team, or its members that may be pertinent to establishing the Offeror’s qualifications. Supporting exhibits may include Offeror brochures, key personnel resumes, and/or project references.

### 3.5 DEVELOPMENT PLAN

Offerors shall provide, in a narrative and graphic description, Developer’s plan to design, build, finance, operate and maintain the Project for a period of time. Developer’s Project description should include reasonable business terms for the SFA ground lease of the Property that are conducive to the viability, operation and success of the overall Project.

<b>Summary</b>	The proposed number of rental units to be developed, including unit sizes, and number of units to be provided by area median income.
<b>Vision</b>	The Offeror’s overall vision for the project, including the Offeror’s initial narrative proposal on how to achieve SFA’s stated objectives.
<b>Community Engagement Plan</b>	Describe how the Offeror will involve community members in planning and implementation of Project activities.
<b>Sustainability Plan and Commitment</b>	Describe the Offeror’s proposed measures for energy conservation, water conservation, stormwater management, carbon footprint reduction, or other sustainability measures proposed for the Project, and whether the measures proposed are based on the Offeror’s best-efforts or are commitments for inclusion as requirements in the Development Agreement.
<b>Development Conceptual Plan</b>	<p>Provide a narrative description and graphics, illustrations, and/or diagram(s) that clearly indicate property lines, the proposed building orientation and layout, and other applicable components such as roadway pattern, parking, open space system, pedestrian walkways, bicycle paths, landscaping elements, and distribution of land uses, keyed to a table which quantifies:</p> <ul style="list-style-type: none"> <li>• The utilization of land, in square feet, by land use.</li> <li>• A site plan.</li> <li>• Typical floor plans.</li> <li>• Building exterior elevations.</li> </ul> <p>No less than one (1) colored rendering of the proposed development illustrating its relationship to the</p>

	surrounding areas, key elements, amenities and features, character and scale.
<b>Development Strategy</b>	<p>Describe the development strategy, including how the development concept described above will be implemented. At a minimum, the development strategy should include the following elements:</p> <ul style="list-style-type: none"> <li>a. <u><i>Predevelopment and Development Periods.</i></u> Include an overall development schedule and narrative of the key steps that the Developer intends to take to complete the predevelopment and development processes, including the attainment of all entitlements, approvals and agreements with third parties; refinement of all plans and engineering documents; the refinement of budgets, pro formas, and cost projections; the attainment of funding commitments; the commencement of construction, and the completion of the entire Project. This section should make clear which activities will take place sequentially and which will take place concurrently, including identifying long lead items. The development plan should specify how ongoing interaction with SFA, the State of Hawai'i, the City and County of Honolulu, Mililani High School, the community, and other stakeholders will be accomplished over the course of the development.</li> <li>b. <u><i>Infrastructure Approach.</i></u> Provide a narrative describing the types of needed infrastructure improvements, if any. Note that the Developer will be responsible for all negotiations and approvals with relevant State and City and County agencies for access improvements and other infrastructure for the project.</li> <li>c. <u><i>Expectations and Commitments for Timely Development.</i></u> Describe how Developer will ensure that development is initiated and completed in a timely manner, including any suggestions of performance guaranties (e.g., liquidated damages) or other terms that can benefit SFA in the event of delays. The final terms of such guaranties will be negotiated after Developer selection, but this information will provide a sense of the Developer's initial position. Please provide your proposed deadlines, which shall be incorporated in the</li> </ul>

	development agreement, for the commencement of construction and the substantial completion of each component of the Project
<b>Construction Management Proposal</b>	Provide a construction management plan that demonstrates a knowledgeable and experienced design-build management approach to construct and complete the project, in all respects, with integrity and reliability that will ensure good faith performance. The approach should identify the composition of the management team, including the names and roles of key personnel and the percentage of their time devoted to this project, and the decision-making process within the organization
<b>Property Operation and Maintenance</b>	Provide a narrative describing the Offeror's approach to operating and maintaining the entire Project such that at the expiration of the ground lease SFA will inherit a well-maintained, operational Project that it can continue to utilize. Describe the contractual structure, including leasehold ownership of the separate rental housing units, management agreements, debt leveraging revenue streams, common area maintenance fees, risk allocation, cost-efficiency benefits, etc.

### 3.6 FINANCIAL PLAN

Developer's plan must correspond with a financial proposal, including a financing plan and pro forma, and, to the extent practicable, be based upon the principles articulated in the RFP.

The Selected Offeror will be responsible for financing the Project. In the future, SFA may be allocated funds, a portion of which SFA may elect to award to the Successful Offeror to offset a portion of approved Project costs. The amount and timing of said funding is unknown and would be subject to the availability of the funds on the date to be discussed (e.g., at closing), and the approval of the Governor of the State of Hawaii prior to the disbursement date. However, Offerors may propose a financing plan alternative that includes SFA funding and specify the amount they would like to seek in subordinate financing.

Developers are requested to provide as much detail as possible on the financial aspects of their development concept, including a pro forma financial model, supported by an analysis of the market in and around the surrounding neighborhood. The pro forma should provide a full set of project economics and assumptions based on prudent analysis, other available information and the Developer's own judgment recognizing that the pro forma will be refined as the development plan is developed. The ultimate business deal will be based on a refined pro forma, to be developed as part of negotiations with the Selected Developer. Key financial aspects of the Proposal should include:

<b>Development and Construction Costs</b>	Provide a narrative to describe all related development costs (direct and indirect) and other identified costs for the entire Project.
<b>Project Revenues</b>	Describe all anticipated Project revenues, including but not limited to projected building rents, parking fees, and anticipated absorption rates. Provide a pro forma operating budget to summarize the revenue expected and operational and financing cost projected for the completed Project
<b>Development Financing Plan</b>	Provide an explanation of the proposed financial structure of the Project, including potential sources and amounts of equity and debt financing, as well as any expected public financing (e.g., affordable housing funds such as State-HHFDC DURF funding), revenues received and retained. Identify the minimum preferred return on investment requirements for the Developer as well as its financing partners. Specifically, describe how the predevelopment costs and the initial Project phases will be funded. The proposed financing plan must include tables for both construction (interim) and permanent financing. The totals for construction and permanent financing, and all other direct and indirect costs should equal the total expected development cost.
<b>Pro Forma</b>	The pro forma provides an opportunity for Developer to illustrate how to maximize development feasibility while meeting the goals and business objectives of SFA. A preliminary forecast of the revenues and expenses of the proposed Project in the form of a pro forma statement of cash flows for each year up to expected coverage of the debt services should be provided and should be supported by prudent market analysis data. Developer should be prepared to explain any assumptions made in the preparation of the pro forma.

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**SECTION 4**  
**EVALUATION CRITERIA**

Evaluation criteria and the associated points are listed below. The Award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to SFA based on the evaluation criteria listed in this section.

The total number of points used to score this contract is 100.

<b>CRITERIA</b>	<b>COMMENTS</b>	<b>POINTS</b>
<b>Experience and Qualifications</b>		<b>25</b>
1.	Technical capacity, professional and educational qualifications to achieve project objectives.	10
2.	Demonstrated understanding of qualifications necessary to design, build, finance, operate, manage and complete the project in all respects.	8
3.	Experience with specific land uses and project scale as described in this RFP and past success with capacity to produce affordable housing, and exhibit attention to detail and excellence in land planning.	7
<b>Past Performance</b>		<b>20</b>
1.	Offeror's history of successful completion of projects of comparable size and scope for public agencies or private industry.	10
2.	Familiarity and knowledge of Hawaii/Oahu and its development parameters, business environment and community culture.	10
<b>Schedule</b>		<b>20</b>
1.	Proposed schedule that is most in favor of SFA.	8
2.	Demonstrated ability to provide a plan within the target budget.	5
3.	Demonstrated readiness to commence negotiations and accomplish the work in the required time.	5
4.	Schedule is clearly and realistically presented.	2
<b>Development Objectives</b>		<b>15</b>
1.	Well-thought-out vision on how SFA will achieve the objectives for the Project and Project Site	10
2.	Realistic and creative approach to achieving the maximum number of affordable teacher housing units.	5
<b>Financing Approach</b>		<b>10</b>
1.	Complete budget and financial pro forma demonstrating a feasible plan to achieve the development objectives and deliverables as outlined in this RFP.	7
2.	Proposed economic benefit to SFA, as indicated by the level of income projections to SFA.	3

<b>Community Engagement</b>		<b>10</b>
1.	Proven experience managing community relations and plan to engage community members on this project.	8
2.	Community relations plan is best aligned with the mission of SFA.	2
<b>TOTAL</b>		<b>100</b>

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**SECTION 5**  
**RFP SELECTION PROCESS**

**5.1 OVERVIEW OF RFP PROCESS**

- 5.1.1 The RFP is issued pursuant to Subchapter 6 of HAR Chapter 3-122, implementing HRS §103D-303.
- 5.1.2 The procurement process begins with the issuance of the RFP and the formal response to any written questions or inquiries regarding the RFP. Changes to the RFP will be made only by Addendum.
- 5.1.3 The Procurement Officer, or an evaluation committee approved by the Procurement Officer, shall evaluate the proposals in accordance with the evaluation criteria in Section Four.
- 5.1.4 Proposals may be accepted on evaluation without discussion. However, if deemed necessary, prior to entering into discussions, a "priority list" of responsible Offerors submitting acceptable and potentially acceptable proposals shall be generated. The priority list may be limited to a minimum of three responsible Offerors who submitted the highest-ranked proposals. The objective of these discussions is to clarify issues regarding the Offeror's proposal before the BAFO is tendered.
- 5.1.5 If during discussions there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate such clarification or change. Addenda to the RFP shall be distributed only to priority listed Offerors who submit acceptable or potentially acceptable proposals.
- 5.1.6 Following any discussions, Priority Listed Offerors will be invited to submit their BAFO, if required. The Procurement Officer or an evaluation committee reserves the right to have additional rounds of discussions with the top three (3) Priority Listed Offerors prior to the submission of the BAFO.
- 5.1.7 The date and time for Offerors to submit their BAFO, if any, is indicated in Section 1.4, RFP Schedule and Significant Dates. If Offeror does not submit a notice of withdrawal or a BAFO, the Offeror's immediate previous offer shall be construed as its BAFO.
- 5.1.8 After receipt and evaluation of the BAFOs in accordance with the evaluation criteria in Section Four, the Procurement Officer or an evaluation committee will make its recommendation. The Procurement Officer will award the contract to the Offeror whose proposal is determined to be the most advantageous to SFA taking into consideration price and the evaluation factors set forth in Section Four.
- 5.1.9 The contents of any proposal shall not be disclosed during the review, evaluation, or discussion. Once award notice is posted, all proposals, successful and unsuccessful, become available for public inspection. Those sections that the Offeror and SFA agree are confidential and/or proprietary should be identified by the Offerors and shall be excluded from access.

5.1.10 The Procurement Officer or an evaluation committee reserves the right to determine what is in the best interest of the State for purposes of reviewing and evaluating proposals submitted in response to the RFP. The Procurement Officer or an evaluation committee will conduct a comprehensive, fair and impartial evaluation of proposals received in response to the RFP.

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

## **5.2 EVALUATION OF PROPOSALS**

The Procurement Officer, or an evaluation committee of at least three (3) qualified reviewers selected by the Procurement Officer, shall evaluate proposals. The evaluation will be based solely on the evaluation criteria set out in Section 4 of this RFP.

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

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

## **5.3 DISCUSSION WITH PRIORITY LISTED OFFERORS**

Pursuant to HRS §103D-303(f), the Evaluation Committee may conduct discussions with priority listed Offerors to ensure thorough, mutual understanding and clarify issues regarding the proposals before requesting Best and Final Offers, if necessary. In conducting such discussions, pursuant to HRS §103D-303(f), the Evaluation Committee may not disclose any information derived from the competing Offerors. The Evaluation Committee in its sole discretion shall schedule the time and location for these discussions, generally within the timeframe indicated in Procurement Timeline.

## **5.4 BEST AND FINAL OFFER (BAFO)**

If SFA 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.

## **5.5 EXCLUSIVE NEGOTIATIONS**

SFA will enter into an ENA with the highest ranked Offeror for a period of six (6) months. During this period, SFA and the Offeror will negotiate in good faith a Lease, Development Agreement, and/or additional Agreements. If all required agreements are not executed by the expiration of the exclusive negotiation period, the authority of the Successful Offeror to negotiate the agreements shall terminate, provided however that the SFA may, in his/her sole discretion, extend the negotiation period by written notice to the Successful Offeror for an additional six (6) months.

Upon the expiration of the exclusive negotiation period (including any extension) without an SFA-approved Development Agreement executed by the parties, the exclusive negotiation period shall terminate and the first selected Offeror shall thereafter have no authority to negotiate a Development Agreement. In such event, SFA may commence anew with an exclusive negotiations period as described above with the second-ranked Offeror.

SFA reserves the right to negotiate with the Successful Offeror any additional terms, conditions, or modifications to the terms set forth in this RFP or the Successful Offeror's Proposal if it is in SFA and the State's best interest to do so. Until such time that a DA and Lease are executed by SFA and the Selected Developer, SFA may terminate negotiations with Selected Developer at any time for any reason or no reason and SFA shall not be liable for any costs, expenses, loss or damages whatsoever incurred by the Selected Developer or any third party in the event that SFA cancels negotiations.

## **5.6 AWARD OF CONTRACT**

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.

## **5.7 PROPOSAL AS PART OF THE CONTRACT**

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

## **5.8 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).

## **5.9 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).

## **5.10 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:

Chad Keone Farias, Executive Director  
School Facilities Authority  
c/o Executive Office on Early Learning  
2759 South King Street, Room C6  
Honolulu, Hawaii 96826  
Email: [chad.farias@hisfa.org](mailto:chad.farias@hisfa.org)

Any protest by the requestor following a debriefing shall be filed as specified in HRS §103D-303(h). A protest shall be submitted 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 RFP shall be submitted in writing prior to the date set for receipt of responses. A protest of an Award or proposed Award shall be submitted within five (5) working days after the posting of the Award or, if debriefing is requested, within five (5) working days after the Procurement Officer's debriefing is completed.

#### **5.11 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.

#### **5.12 CONTRACT EXECUTION**

SFA reserves the right to not issue an Award or decline to enter into negotiations should it believe that none of the Offeror(s) to this RFP will be capable of delivering the necessary level of services within an acceptable price range and/or time period.

Successful Offeror receiving award shall enter into a formal written contract with SFA. No performance or payment bond is required for this contract.

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

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

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**SECTION 6**  
**OTHER TERMS AND PROVISIONS**

**6.1 COMPLIANCE**

By delivering Proposals, Offerors agree and certify that they shall comply with all federal, State and local laws, rules and regulations applicable to this RFP and the development of the Teacher Housing Project, including, without limitation, the applicable conditions set forth in Attachment 3(State of Hawaii General Conditions).

Offerors are further advised that together with submitting their Proposals, prior to Award, the Successful Offeror shall submit the following documents to SFA to demonstrate compliance with Federal and State laws:

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

Offerors may demonstrate compliance using the Hawaii Compliance Express (“HCE”) website, which allows businesses to register online through a simple wizard interface at: <http://vendors.ehawaii.gov/hce/splash/welcome.html>

The HCE provides the Offeror with a “Certificate of Vendor Compliance” with current compliance status as of the issuance date, accepted for both contract award and final payment purposes. Businesses electing to use the HCE services will be required to pay an annual subscription fee of \$12.00.

Prior to execution of a Contract, the Successful Offeror shall certify that joint ventures, partnerships, limited liability companies, corporations or other entities that either exist or will be formally structured are legal and binding under Hawaii law.

**6.2 CONFLICT OF INTEREST**

By responding to this RFP with a submission, the Offeror warrants to the best of its knowledge and belief, and except as otherwise disclosed, that it does not have any organizational conflict of interest. Conflict of interest is understood as a situation in which the nature of the work under this solicitation and the organizational, contractual and financial interest of the Offeror are such that:

- The Offeror may have an unfair advantage; or
- The Offeror’s objectivity in performing work pursuant to this RFP may be compromised.

**6.3 CAMPAIGN CONTRIBUTIONS**

Offerors are hereby notified of the applicability of HRS §11-355, which states that campaign contributions are prohibited from specified state or county government contractors during the terms of their contracts if the contractors are paid with funds

appropriated by a legislative body. Successful Offerors must refrain from making campaign contributions for the duration of any agreement entered into as a result of this RFP.

#### **6.4 REQUIRED REVIEW**

6.4.1 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.

6.4.2 Should Offeror find defects and questionable or objectionable items in the RFP, Offeror shall notify SFA 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 on a defective solicitation and exposure of proposal(s) upon which award could not be made.

#### **6.5 ASSUMPTION OF RISK AND 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. SFA shall not reimburse such costs.

Offerors shall pay all charges required by law and all costs incurred by SFA in connection with preparing and processing this RFP, including but not limited to conveyance taxes, recordation fees, and survey maps and descriptions.

The Selected Developer is solely responsible for any and all risks, liabilities, costs and expenses arising in connection with this RFP and the design, construction, financing, operation and management of the Project, including, without limitation, market studies, obtaining all government approvals, permits and entitlements, and all other work required, unless otherwise agreed to in writing by SFA. No costs or expenses incurred by Developers or the Selected Developer in connection with this RFP or the development of the Project shall be paid or reimbursed by SFA

#### **6.6 CONFIDENTIAL INFORMATION**

6.6.1 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.

6.6.2 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.

## **6.7 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. SFA reserves the right to accept or not accept any exceptions.

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

## **6.8 RECEIPT AND REGISTER OF PROPOSALS**

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.

Proposals shall be made available for public inspection upon posting of an Award pursuant to HRS §92F-11. 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-15.

## **6.9 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF OFFERS**

6.9.1 The Offeror may modify or withdraw a Proposal at any time before the proposal due date and time by providing written notice of the same to SFA.

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

## **6.10 MISTAKES IN PROPOSALS**

6.10.1 Mistakes shall not be corrected after award of contract.

6.10.2 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.

6.10.3 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.

6.10.4 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.

- 6.10.5 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 SFA. Examples include the failure of an Offeror to: return the number of signed proposals required by the request for proposals; sign the proposal, but only if the unsigned proposal is accompanied by other material indicating the Offeror's intent to be bound; or to acknowledge receipt of an amendment to the request for proposal, but only if it is clear from the proposal that the Offeror received the amendment and intended to be bound by its terms; or the amendment involved had no effect on price, quality or quantity.

[END]

**ATTACHMENT 1  
INTENT TO OFFER**

**[Formal Letterhead of Company]**

Date

Donna Takeda, Program Manager  
The Wilhelm Group  
1003 Bishop Street, Suite 2395  
Honolulu, Hawaii 96813  
Ph: (808) 791-2382  
Email: [dtakeda@twghawaii.com](mailto:dtakeda@twghawaii.com)

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**Notice of Intent to Offer  
Request for Proposal for Mililani Teacher Workforce Housing Project  
No. RFP-SFA-23-01**

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Dear Ms.Takeda,

I would like to indicate our intent to submit an offer in response to the above Request for Proposal (RFP) and to be notified of any updates and amendments to the RFP.

Exact Legal Name of Company: \_\_\_\_\_

D.B.A. name, if applicable: \_\_\_\_\_

Sincerely,

[Signature]  
[Contact Name]  
[Complete address of firm]  
[Phone number]  
[Email address]

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

**DEVELOPMENT OF MILILANI HIGH SCHOOL TEACHER WORKFORCE HOUSING**

STATE OF HAWAII  
HAWAII SCHOOL FACILITIES AUTHORITY  
RFP-SFA-23-01

Donna Takeda, Program Manager  
The Wilhelm Group LLC  
1003 Bishop Street, Suite 2395  
Honolulu, Hawaii 96813  
Email: [dtakeda@twghawaii.com](mailto:dtakeda@twghawaii.com)

Dear Ms. Takeda:

The undersigned (“Offeror”) intends to submit an offer in response to the above Request for Proposals (“RFP”) and to be notified of any updates and amendments to the RFP.

The Offeror has carefully read and understands the terms and conditions specified in this RFP, including all attachments, and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The Offeror further understands and agrees that by submitting this offer, the Offeror:

- 1) Declares that Offeror’s offer is not in violation of Hawaii Revised Statutes (“HRS”) Chapter 84, concerning prohibited State contracts;
- 2) Certifies that Offeror shall comply with all applicable federal and State laws prohibiting discrimination against any person on the grounds of race, color, national origin, religion, creed, sex, age, sexual orientation, gender identity and expression, marital status, handicap, human immunodeficiency virus (HIV) infection, or arrest and court records in employment and any condition of employment with the Offeror or in participation in the benefits of any program or activity funded in whole or in part by the State;
- 3) Acknowledges and agrees that Offeror shall comply with HRS §11-355, which states that campaign contributions are prohibited from a State and county government contractor during the term of the contract if the contractor is paid with funds appropriated by a legislative body; and
- 4) Acknowledges and agrees that Offeror shall comply with all the requirements, provisions, terms, and conditions specified in this RFP.

[Continued on next page]

Offeror is:

Sole Proprietor     Partnership     Corporation  Joint Venture

Other: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Hawaii General Excise Tax License I.D. No. \_\_\_\_\_

Federal Tax I.D. No. \_\_\_\_\_

Business Address (Street Address): \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Respectfully submitted:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title (Please Type or Print)

\_\_\_\_\_  
Offeror (Exact Legal Name of Company\*\*)

Telephone No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

\*\*If Offeror is a "dba" or division of a corporation, furnish the exact legal name of the corporation under which the Awarded Contract will be executed: \_\_\_\_\_

**ATTACHMENT 3**

**STATE OF HAWAII GENERAL CONDITIONS**