

SOLICITATION DOCUMENT NO. RFP-DLM-1288502



NOTICE TO OFFERORS
REQUEST FOR SEALED PROPOSALS (RFP)

Description: West Loch Affordable Rental Housing

Request Agency: Department of Land Management, City & County of Honolulu, Hawaii.

COMPETITIVE SEALED PROPOSALS shall be received no later than:

Close Time: 3:00 PM HST

Close Date: July 31, 2019

Location: Division of Purchasing,
Department of Budget and Fiscal Services
530 South King Street, Room 115, City Hall
Honolulu, Hawaii 96813

Questions relating to this solicitation shall be emailed to bfspurchasing@honolulu.gov.

A handwritten signature in black ink, appearing to read "Wendy K. Imamura", is written over a horizontal line.

WENDY K. IMAMURA
Purchasing Administrator

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NOTICE TO OFFERORS - SCHEDULE OF EVENTS

All times indicated are Hawaii Standard Time (HST).

Deadline for Request for Special Accommodations for Site Visit to Real Property: Requests for Special Accommodations shall be made to: bfs purchasing@honolulu.gov	May 13, 2019 4:30 PM HST
Non-Mandatory Pre-Proposal Conference at: Mission Memorial Conference Room 550 South King Street Honolulu, Hawaii 96813	May 16, 2019 9:00 AM
Site Visit to Real Property located at: TMK: (1) 9-1-122:004 Ewa Beach, Hawaii 96706 (Meet on vacant parcel on the corner of Renton Road and Fort Weaver Road)	May 23, 2019 10:30 AM
Deadline for Written Requests for Clarifications, Interpretations and Exceptions: Written requests shall be emailed to: bfs purchasing@honolulu.gov	June 18, 2019 3:00 PM
Deadline to Post Final Addendum	July 3, 2019
Deadline for Submission of Notice of Intent to Propose: Notice of Intent to Propose shall be submitted in-person at: Honolulu Hale Division of Purchasing 530 South King Street, Room 115 Honolulu, Hawaii 96813	July 5, 2019 4:30 PM
Deadline for Proposals:	July 31, 2019 3:00 PM

EXECUTIVE SUMMARY

Opportunity	The City and County of Honolulu is seeking proposals from qualified persons or firms who meet the qualifications described herein to enter into a real estate development agreement for the design, financing, construction and operation of an affordable housing rental project on City-owned land that will provide housing units primarily for individuals and families at or below 100% Area Median Income
Proposed Projects	The Project involves the development of a vacant City-owned property into affordable rental housing for singles, couples, and families along with parking and common area open spaces.
Site	The City-owned Property consists of 161,346 square feet (3.7 acres) of land at 91-1666 Renton Rd., Ewa Beach, Hawaii, identified as Tax Map Key (1) 9-1-122:004. A map is shown on Exhibit 2. The property is bound by Fort Weaver Rd. on the west and Renton Rd. to the south and east side of the property. To the north is the City's West Loch Elderly Village.
Existing Use and Zoning	The property is currently vacant and is zoned AG-1 Agricultural Restricted.
Land Offering	The City will provide a 65 year lease for the property. Ground lease rent will be \$1/year.
Selection Process	<ol style="list-style-type: none"> 1. Request for Proposals is issued. 2. Non-Mandatory Pre-proposal conference is held. 3. Submission of proposals by Offerors. 4. Selection Committee will evaluate, after which the committee will recommend an Offeror for exclusive negotiations. 5. Negotiation of a Development Agreement and form of Ground Lease. 6. City and County of Honolulu City Council ("City Council") approval of the Offeror and Development Agreement. 7. Offeror's successful completion of all requirements under the Development Agreement as described herein the RFP document. 8. City Council approval of the Ground Lease.
Non-Mandatory Pre-Proposal Conference	9:00 AM on May 16, 2019 Mission Memorial Auditorium 550 South King Street Honolulu, HI 96813
Notice of Intent to Propose	July 5, 2019 Completed Notice of Intent to Offer form must be submitted to: Division of Purchasing Department of Budget and Fiscal Services 530 South King Street, Room 115, City Hall Honolulu, HI 96813
Deadline for Written RFP Questions	No Later than 3:00pm on June 18, 2019. All written questions must be submitted to: Division of Purchasing Department of Budget and Fiscal Services

	<p>530 South King Street, Room 115, City Hall Honolulu, HI 96813 OR bfs purchasing@honolulu.gov</p>
Proposal Due	<p>No later than 3:00 PM on July 31, 2019 All Final Proposals must be submitted to: Division of Purchasing Department of Budget and Fiscal Services 530 South King Street, Room 115, City Hall Honolulu, HI 96813</p>
RFP Response Format	<p>Submit one (1) original Proposal marked "ORIGINAL", five (5) copies marked "COPY" (six total), and two (2) electronic copies on thumb drive, including the pro forma sheet in Microsoft Excel format to:</p> <p>Division of Purchasing Department of Budget and Fiscal Services 530 South King Street, Room 115, City Hall Honolulu, HI 96813</p> <p>On the submittal, include the RFP Number, Contact Person and Business RFP Number Address.</p>

NOTICE TO OFFERORS – SPECIAL INSTRUCTIONS TO OFFERORS

1. Preparation of proposals.

Proposals shall be prepared in conformance with Appendix A – Proposal Format and submitted by the date and time as stated in the Notice to Offerors – Schedule of Events, as amended.

2. Method of Award.

The City shall award to the responsible Offeror whose Offer is determined to be the most advantageous to the City in accordance with the solicitation's evaluation criteria.

3. Sample Development Agreement.

A sample of the City & County of Honolulu's Development Agreement is included as Exhibit 1. If Exhibit 1 is not attached to this RFP, it will be added by subsequent addendum. This is a sample form and the City reserves the right to add/delete or revise provisions as may be necessary for this particular project. Any questions regarding the City's Development Agreement form shall be submitted prior to the solicitation's Notice to Offerors – Schedule of Events Deadline for Written Requests for Clarifications and Interpretations date.

4. Definitions.

The terms stated below shall have the same meaning throughout this document, unless specifically stated otherwise or clearly inappropriate in context.

- a) "Amendment" means an amendment, addendum or other modification to this Request for Proposals amending, or clarifying or interpreting one or more provisions
- b) "City" means the City and County of Honolulu, a municipal corporation of the State of Hawaii.
- c) "DLM" means the Department of Land Management of the City and County of Honolulu.
- d) "Development Agreement" means the agreement to be executed by the City and the Selected Offeror, establishing the terms and conditions pursuant to which the City will make available to the Selected Offeror, and the Selected Offeror will accept from the City, the Real Property upon which the Selected Offeror shall construct the Project. Such agreement shall detail all covenants, obligations, restrictions, requirements and conditions to govern the proposed development and subsequent operation of the Project; provided, that such agreement shall indicate the studies, including but not limited to environmental assessment, financing

and design work that must be satisfactorily carried out and approved as a condition to the execution of the Lease.

- e) "Lease" or "Ground Lease" means the written agreement stating the rights and obligations of the City and the Selected Developer pertaining to the use of the Real Property.
- f) "Offeror" means the person and/or entity submitting a Proposal.
- g) "Officer in Charge" means the Director of DLM or designee.
- h) "Project" means the activities and responsibilities described in this Request for Proposals, including, but not limited to, the development, financing, leasing, operation, maintenance and management of the Real Property, the payment of a lease premium and other compensation to the City, and compliance with the terms of the Lease for the Real Property and all other conditions or requirements therein.
- i) "Proposal" or "Offer" means the executed document submitted by an Offeror in response to this Request for Proposals.
- (j) "Real Property" means the City-owned property located at Tax Map Key: (1) 9-1-122:004, and shown in Exhibit 2, attached hereto.
- (k) "Request for Proposals" or "RFP" means all documents, including addenda, whether attached or incorporated by reference, utilized for soliciting proposals under the competitive sealed proposal source selection method.
- (l) "Responsible Offeror" means a person who has the capability in all respects to perform fully the Contract requirements, and the integrity and reliability which will assure good faith performance.
- (m) "Selected Offeror" means the Offeror selected by the City to undertake the Project.

5. Pre-Proposal Conference.

The City will hold a non-mandatory pre-proposal conference for prospective Offerors as stated in the Notice to Offerors – Schedule of Events Non-Mandatory Pre-Proposal Conference.

Location: Mission Memorial Conference Room
550 South King Street
Honolulu Hawaii 96813.

The City will provide an overview of the Project and the Proposal process, and respond as needed to questions from meeting attendees. Offerors are informed that responses to the oral questions will not be binding. If an Offeror wishes to receive a formal answer to oral questions raised at the Non-Mandatory Pre-Proposal Conference, the Offeror shall submit such questions to bfspurchasing@honolulu.gov by the Deadline for Written Requests for Clarifications, Interpretations and Exceptions.

6. Notice of Intent to Propose.

Prospective Offerors shall each file a Notice of Intent to Propose with the City using the form attached hereto as Exhibit 5, no later than the date and time indicated in the Notice to Offerors – Schedule of Events Deadline for Submission of Notice of Intent to Propose. No Proposal will be accepted from an Offeror unless the Offeror has filed a Notice of Intent to Propose. Notice of Intent to Propose shall be submitted to:

Honolulu Hale
Division of Purchasing
Department of Budget and Fiscal Services
530 South King Street, Room 115
Honolulu, Hawaii 96813

The Notice of Intent to Propose shall be contained in an envelope. Each Offeror shall be responsible to ensure that the Notice of Intent to Propose is received and time-and date-stamped by the Division of Purchasing timestamp on or before the time and date as specified herein.

7. Written Questions

Written questions concerning this RFP after the Pre-Proposal Conference must be submitted to the City and County of Honolulu as indicated in this RFP up until the date specified above. Written questions shall reference RFP-DLM-1288502.

8. Site Visit

The City will conduct a single site visit for all prospective Offerors to the Real Property on the date and time indicated in the Notice to Offerors – Schedule of Events Site Visit to Real Property. Representatives of the City will escort participants for the site visit through the property. Unescorted visits to the Real Property will not be authorized by the City. Participants requiring special accommodations shall submit a request for special accommodations in written form; requests shall be delivered to Division of Purchasing no later than the date and time indicated in the Notice to Offerors – Schedule of Events Deadline for Request for Special Accommodations for Site Visit to Real Property. Special Requests may also be submitted via email at bfspurchasing@honolulu.gov.

9. Submission of Proposals.

One (1) original Proposal labeled “Original”, five (5) hard copies labeled “Copy”, and two (2) digital copies on Universal Serial Bus (“USB”) thumb drive shall be submitted on or before the Notice to Offerors – Schedule of Events Deadline for Proposals to the City to the Division of Purchasing.

Each Proposal must include all information, forms, and exhibits required by this Request for Proposals and be prepared in conformance with the Proposal Format stated in Appendix A.

All of the hard copies (1 original + 5 copies) shall each be contained in a separate binder.

Each Proposal must be signed in ink by a person authorized to act for the Offeror. Evidence clearly establishing the signer's authority to act on behalf of the Offeror must be submitted with the Proposal.

The Offerors proposal submittal must be date and time-stamped by the Offeror with the Division of Purchasing date and time stamp when the Proposal is submitted.

Each Proposal must remain valid and available for a period of at least one-hundred eighty (180) calendar days subsequent to the Notice to Offerors – Schedule of Events Deadline for Proposals date, as may be amended.

An Offeror may submit only one (1) Proposal. An Offeror shall be considered to have submitted more than one (1) Proposal if the Offeror submits more than one Proposal either (i) in same name; (ii) by an agent of the Offeror; (iii) by a partnership or a joint venture of which the Offeror is a member in which the Offeror holds more than 25% interest in the Offeror's name or in the name of others for the Offeror in any manner; (iv) by a corporation in which the Offeror owns more than 25% of the shares of stock in the Offeror's name or in the name of others for the Offeror in any manner; or (v) by any combination of the entities described in (iii) and (iv) of this paragraph, in which the Offeror holds a total of more than 25% combined interest in the Offeror's name or in the name of others for the Offeror in any manner.

If circumstances become known to the City by which the City may reasonably conclude that two (2) or more Offerors are in collusion to restrict competition or have otherwise engaged in anticompetitive practices pertaining to this RFP, the Proposals submitted by each Offeror shall be rejected and each Offeror shall be barred from submitting Proposals or receiving any award of a subsequent contract with the City for a period of three (3) years.

The City shall reject any Proposal:

- (i) which is not date- and time-stamped in the manner stated above;
- (ii) which is date and time-stamped after the Notice to Offerors – Schedule of Events Deadline for Proposals to the City unless failure to timely submit the Proposal is due to the action or inaction of a City officer or employee directly involved in this RFP;
- (iii) which is submitted by an Offeror which has submitted more than one (1) Proposal, as identified above;
- (iv) which is submitted by an Offeror which is believed by the City to have acted in collusion with another Offeror to restrict competition or to have participated in anticompetitive practices;
- (v) which is not submitted in accordance with the format stated;
- (vi) which is not submitted in accordance with the instructions stated in this RFP;
- (vii) which modifies, adds, or deletes any material required as stated in this RFP;
- (viii) which contains any omissions, erasures, alterations, additions or irregularities which are not crossed out and corrected by insertions printed in ink or typewritten and initialed in ink by the person signing the Proposal; or
- (ix) which contains any conditions not contemplated in the RFP.

The City reserves the right to (i) reject any or all Proposals; (ii) to undertake discussion with one or more Offerors; or (iii) to accept that Proposal which, in the City's sole and

absolute discretion, will be most advantageous to the City. The City reserves the right to consider any specific Proposal that is conditional or not prepared in accordance with the instructions and requirements of the RFP. The City reserves the right to waive any defects in any Proposal. After opening all proposals solicited by this RFP, the City may reject all submitted proposals.

10. Offeror Responsibilities.

Offerors shall have the following obligations ("Obligations"):

- a. to review and fully understand (i) all of the provisions of this RFP, including all Exhibits and attachments; (ii) all Amendments, clarifications, interpretations, and exceptions to this RFP; (iii) all Federal, State, and City statutes, laws, ordinances, rules, regulations, and guidelines applicable to this RFP; and (iv) all other published standards and requirements applicable to the Project;
- b. to request the necessary and appropriate clarifications, interpretations, and exceptions applicable to this RFP;
- c. to understand that the submission of a Proposal by any Offeror is an acknowledgment of an Offeror's understanding, acceptance, and fulfillment of its obligations;
- d. to understand that an Offeror's failure to fully comprehend or fulfill the Obligations shall not relieve an Offeror from completing the Project in accordance with the provisions of its Proposal. An Offeror may not claim any additional compensation or accommodations based upon its failure to fulfill the Obligations;
- e. to review, understand, and have the ability to comply with all applicable statutes, ordinances, rules, and regulations of any governmental authority or agency having jurisdiction over the Project, or any part of it, as they are passed, adopted, and promulgated from time to time, including, but not limited to, the Hawai'i Revised Statutes, as amended (HRS), the Revised Ordinances of Honolulu 1990, as amended (ROH), the Code of Federal Regulations (CFR), and other applicable law;
- f. to respond fully, adequately, and in a time manner to all reasonable requests for information by the City;
- g. to designate in writing those portions of its Proposal which the Offeror believes contain trade secrets or other proprietary information and shall request that these portions of the Proposal be held confidential. An Offeror's designation and request shall be subject to review by the City to evaluate its validity. The trade secrets or other proprietary information shall accompany the Proposal, but shall be readily separable from the remaining portions of the Proposal in order to facilitate eventual public inspection of the non-confidential portions of the Proposal. After all contracts pertinent to the Project have been executed by the parties, all Proposals, except those validly designated as containing trade secrets or other proprietary information, shall be open to public inspection.

11. Requests for Clarifications, Interpretations and Exceptions.

A prospective Offeror may submit a request to the City for clarification or interpretation of any provision stated in this RFP. If there is an apparent conflict or inconsistency between

provisions stated in this RFP, or if this RFP violates any Federal, State or City law, statute, ordinance, rule, regulation, or other requirement, a prospective Offeror may submit a request for clarification or interpretation of that apparent conflict, inconsistency, or violation.

A prospective Offeror may request an exception to any provision stated in this RFP. Technical data and other pertinent information shall be provided by and at the expense of the prospective Offeror with the request to support the conclusion that a condition equal to or better than that required by the provisions stated in the RFP will result if the exception is granted. The City may request additional information from the prospective Offeror.

12. Submission of Requests of Clarifications, Interpretations and Exceptions.

Requests for clarification, interpretation, and exceptions to this RFP shall be submitted in written form and delivered to Division of Purchasing no later than the date and time indicated in the Notice to Offerors – Schedule of Events Deadline for Written Requests for Clarifications, Interpretations and Exceptions. The date and time of receipt of these requests shall be evidenced by the date- and time-stamp furnished by the Division of Purchasing or indicated on these requests by other means. A person submitting a request shall be solely responsible for its delivery to the Division of Purchasing. Requests may also be submitted via email to bfpurchasing@honolulu.gov. The City is not obligated to respond to a request which is submitted after the date and time as stated in the Notice to Offerors - Schedule of Events, as amended.

13. Clarifications and Interpretations by the City.

The City will respond to a request for clarification or interpretation through the issuance of an Addendum to the Request for Proposals. Only clarifications or interpretations contained in written Addendum shall be binding on the City. No other communication with any employee or agent of the City shall be binding on the City or may be relied upon by an Offeror.

14. Extension of Deadline for Offer.

The City may extend the Deadline for Offers on its own initiative. Any extension of the Deadline for Offers shall be issued as an Addendum to this RFP.

15. Modifications to Proposal.

A Proposal may be modified and must be received by the Division of Purchasing no later than the date and time indicated in the Notice to Offerors – Schedule of Events Deadline for Proposals to the City. Modifications to a Proposal by an Offeror must be in written form in the same format as the initial Proposal and must be executed on behalf of the Offeror by the person who signed the initial Proposal. One (1) original Proposal Modification, five (5) hard copies, and two (2) digital copies on USB flash drive shall be submitted. The date and time of the receipt of the Proposal Modifications shall be evidenced by the date/time stamp furnished by the Division of Purchasing on a Proposal Modification. No other form of communication modifying a Proposal will be accepted.

16. Withdrawal of Proposals.

Prior to the Deadline for Proposals, the Offeror may submit a request to withdraw a Proposal in written form specifying the Project, the name of the Offeror, the date and time that the Proposal was stamped and received by the Division of Purchasing, and a definitive statement that the Offeror requests the withdrawal of the Proposal. The

request will be reviewed for acceptance by the City and the Proposal withdrawn if the request is received by the Division of Purchasing no later than the date and time indicated in the Notice to Offerors – Schedule of Events Deadline for Proposals. The date and time of the receipt of request shall be evidenced by the date/time stamp furnished by the Division of Purchasing on the Offeror's request for withdrawal. The Offeror may submit a new Proposal prior to the Deadline for Proposals.

17. Costs in Preparing a Proposal.

Offerors will be solely responsible for all costs and expenses incurred in connection with submitting a Proposal, including rejection of a Proposal.

18. Opening of Proposals.

Proposals shall not be publicly opened, but shall be opened at the Division of Purchasing on or promptly after the date as stated in the Notice to Offerors – Schedule of Events Deadline for Proposals. The contents of all Proposals and their evaluations shall be kept confidential during the selection process. Only City officers and employees having a legitimate reason to review the Proposals shall have access to them during the selection process.

AFTER OPENING OF ALL PROPOSALS SOLICITED BY THIS REQUEST FOR PROPOSALS, THE CITY MAY, IN ITS SOLE AND ABSOLUTE DISCRETION, AND IN ITS BEST INTEREST, REJECT ANY AND/OR ALL SUBMITTED PROPOSALS.

19. Errors in Proposals.

If an error is discovered in a Proposal after all of the Proposals are opened, but prior to the award of the Development Agreement, the City may reject the Proposal.

20. City's Right to Amend or Supplement the Request for Proposals

The City may amend any provision stated in this Request for Proposals at any time prior to or after the Notice to Offerors – Schedule of Events Deadline for Proposals to the City date, but prior to selection of a Proposal, by issuing a written Amendment to the Request for Proposals.

21. Waiver of Irregularities.

The City may waive a minor irregularity, deviation, or defect in a Proposal or in the requirements stated in this Request for Proposals if the City determines that the waiver is in the best interest of the City.

22. Negotiation with Most Qualified Offerors.

Pursuant to Section 28-3.4, ROH, the City shall examine all proposals from interested Offerors and determine those Offerors the City deems qualified to perform the services for the specific project under consideration. The City shall thereafter select no fewer than three (3) Offerors who are considered most qualified to perform the required services; provided, that if there are fewer than three (3) Offerors, after the Deadline for Proposals, the City may still select an Offeror. The City may negotiate with Offerors submitting the best three (3) proposals in making a final selection. If no qualified proposals are received in response to the notice, the City may negotiate with and select an Offeror.

23. Selection of Offeror; Public Report.

The award shall be issued in writing to the responsible Offeror whose proposal is determined in writing to provide the best value to the City taking into consideration price and the evaluation criteria in the RFP. Upon completion of the evaluation and selection process, the DLM Director shall file a written report with the City Clerk containing the public notice published to request for proposals, a listing of the names of the top three (3) Offerors, and identifying the Proposal selected, including the results of any negotiations with the Selected Offeror. Upon receipt of the report, the City Clerk will post the report for public inspection in City Hall where other public notices and meeting agendas of the Council are posted. The report shall be a public record.

24. Negotiation of Agreement(s)

The highest scoring Offeror shall be given the exclusive right for one hundred twenty (120) calendar days to finalize the terms of the Development Agreement. If this deadline cannot be met, the City, in its sole and absolute discretion, reserves the rights to extend the deadline, rescind the selection and make another selection from the remaining proposals, or reject any and/or all proposals.

25. Approval of Development Agreement

The negotiated Development Agreement and form of Ground Lease shall be submitted in substantially final form to the City Council for review and approval via the adoption of a Resolution authorizing its execution. Council may, in its sole and absolute discretion, reject or modify the Development Agreement and form of Ground Lease. It is expected that the Resolution authorizing the execution of the Development Agreement and form of Ground Lease shall be considered at one (1) or more meetings of a standing Council committee. Council also may, in its sole and absolute discretion, elect to schedule additional committee meetings, public hearings and/or informational workshops to consider the proposed transaction. Council will make final approval of the Resolution at a scheduled council meeting. The City and Selected Developer shall execute a Development Agreement after the applicable Resolution authorizing such document's execution is adopted by Council.

26. Due Diligence

After City Council approval of the Development Agreement and form of Ground Lease, the Selected Developer shall conduct, at its sole expense and risk, any due diligence it deems necessary with respect to the Real Property to identify any objection to any conditions, circumstances, contingencies, facts, physical conditions, financial or operating results, or other matters relating to the Real Property. The Selected Developer may begin due diligence only upon issuance of a Right of Entry issued by the City. The Selected Developer shall conclude due diligence within ninety (90) calendar days of issuance of the Right of Entry.

Due diligence shall be conducted in accordance with the terms of the Development Agreement and Right of Entry. The cost to repair damage to the Real Property caused by the Selected Developer's due diligence activities shall be the responsibility of the Selected Developer.

At the conclusion of the due diligence period, the Selected Developer shall give written notice to the City of its approval or disapproval of the results of its due diligence investigation. Should the Selected Developer disapprove of the results of its due diligence investigation, the Selected Developer shall include in its notice of written description of the objectionable conditions which form the basis for its disapproval. Upon

receipt of the description of objectionable conditions from the Selected Developer, the City shall have sixty (60) calendar days to either (i) cure such conditions and proceed to negotiation of definitive agreements with the Selected Developer; or (ii) cancel the selection of the Selected Developer. Such cancellation shall be without penalty to the City or compensation to the Selected Developer. If the City elects not to cure such objectionable conditions within such period, the Selected Developer may either: (a) elect to terminate the Development Agreement, or (b) elect to waive the objectionable conditions and continue to proceed under the terms of the Development Agreement and form of Ground Lease.

27. Approval of the Ground Lease

The Development Agreement as defined in Section 4 d) will include a number of benchmarks and milestones for the planning, entitlement, financing and development of the Project. The Development Agreement will include deadlines for commencement of construction and completion of the Project. The Ground Lease will be submitted to City Council for approval when all requirements set forth in the Development Agreement that are required to be completed before the execution of the Ground Lease have been satisfied. The ground lease shall be executed by the City and Selected Developer after the applicable Resolution authorizing such documents execution is adopted by City Council.

28. [RESERVED]

29. Cancellation of Request for Proposals

The City may cancel the RFP at any time if, in the City's sole and absolute judgment, such cancellation would be in the best interest of the City. When the RFP is canceled prior to the Notice to Offerors – Schedule of Events Deadline for Proposals, a notice of cancellation shall be posted.

If the RFP is canceled after the Notice to Offerors – Schedule of Events Deadline for Proposals, a notice of the cancellation shall be posted. Proposals which have been opened shall be retained in the procurement file. Proposals which have not been opened shall be returned to the Offeror upon request or otherwise disposed of.

30. Unauthorized Communication.

Except as otherwise authorized in this RFP, Offerors and their agents shall not make any contact or have communication with any City officer, employee, or agent directly involved with this RFP.

31. Reservation of Rights by the City.

The City expressly reserves the right at any time, and for its own convenience, to do any of the following where it is in its best interests:

- a. Waive or correct any immaterial defect or technical error in any response, Proposal, or Proposal procedure, as part of the solicitation or any subsequent negotiation process.
- b. Waive any of the requirements contained in this solicitation, provided that the waiver and the reasons for it are specified in writing.
- c. Reject any and all Proposals.

- d. Request Offerors to supplement or modify all or certain aspects of the information or proposals submitted.
- e. Cancel and/or re-issue this RFP.
- f. Amend this RFP.
- g. Extend deadlines for accepting Proposals, requesting amendments to or clarifications of Proposals, and/or approving final documents.
- h. Withdraw this RFP or any award prior to entering into final agreement(s) with any Offeror.

32. Costs

Under no circumstances, including the rejection of Proposals, will the City reimburse any costs incurred in connection with this RFP by any Offeror or prospective Offeror or any other person during this selection, including, but not limited to, costs with respect to the preparation of a Proposal.

33. Disclaimers.

The City makes no warranty, guarantee, or representation whatsoever, express or implied, (i) that the Real Property is free from hazardous material as it is defined in any statute, law, ordinance, rule or regulation passed, adopted, or promulgated by any governmental authority having jurisdiction over the subject matter; (ii) that the Real Property is classified under the State Land Use laws and regulations for the use for which a Offeror may propose; (iii) that the Real Property is classified under the City Land Use Ordinance and regulations for the use which a Offeror may propose; (iv) that either the State Land Use classification or the zoning applicable to the Real Property will be amended or a variance granted by any governmental body having jurisdiction over the subject matter for the use which a Offeror may propose; (v) that the title to the Real Property is free and clear of liens, encumbrances, easements, and restrictions including those which appear of record and those which are not shown on the record which may have an adverse impact on the use which a Offeror may propose; (vi) that the City will exercise its power of eminent domain to acquire any other real property by the initiation of a condemnation action, and (vii) the Real Property is free from any buried utility lines, structures, and/or other man-made objects.

34. Disclosure of Proposals.

Proposals shall be subject to disclosure as public government records upon completion of the award process. The award process will be deemed complete upon the recordation of the Development Agreement and form of Ground Lease. Certain records may be exempt from disclosure. Offerors are responsible for segregating and marking materials "CONFIDENTIAL" in their Proposal, which they claim may be exempt.

NOTICE TO OFFERORS - OFFEROR'S MINIMUM QUALIFICATIONS

1. Qualified Organization

At the Deadline for Proposals, Offerors must meet the following organizational requirements:

- a) At a minimum, at least one (1) of the individuals within the Offeror's team must have ten (10) years of experience in the development, management and operation of affordable rental housing.
- b) Offeror must be authorized to do business in the State of Hawaii as evidenced by a Certificate of Good Standing ("COGS") issued by the State of Hawaii, Department of Commerce and Consumer Affairs current to within 30 calendar days of the Notice to Offerors – Schedule of Events Deadline for Proposals.
- c) Offeror must be compliant with the State Department of Labor and Industrial Relations ("DLIR") as evidenced by a Certificate of Compliance with DLIR to within 30 calendar days of the Notice to Offerors – Schedule of Events Deadline for Proposals.
- d) Offeror must be registered to do business, in the United States of America, and in possession of a current Federal Tax Identification Number.
- e) Offeror must be current on all Federal and State taxes as evidenced by a Tax Clearance Certificate current to within 30 calendar days of the Notice to Offerors – Schedule of Events Deadline for Proposals.
- f) Offeror must not be in arrears on the payment of taxes, rents, or other obligations owing to the City, nor may an Offeror be a party to any pending litigation against the City.
- g) Offeror shall not be excluded, suspended or debarred from doing business with any Federal, State or City government agency or employ any Contractor(s) suspended under Chapter 104 Hawaii Revised Statutes.

To comply with the requirements in subsections b), c) and e) above, Offerors may obtain compliance on the State of Hawaii Compliance Express System ("HCE") (<http://vendors.ehawaii.gov>).

2. Insurance Requirements

Offeror shall provide evidence of commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000.00 aggregate. If awarded, Offeror shall procure and maintain any and all insurance covering its business as may be required under any applicable federal, state or local law, statutes, ordinance or rules and

regulations, including but not limited to property insurance, professional liability, workers compensation and automobile liability, as applicable. The City shall be named under each insurance policy as an additional insured and a waiver of subrogation where applicable. The City reserves the right to require additional kinds and amounts of insurance as may be reasonable based upon the Selected Developer's Proposal.

3. Sexual Harassment Policy

The Selected Developer shall comply with ROH Chapter 1, Article 18 as amended. Provisions to that effect will be included in the Development Agreement and/or the Lease, as appropriate.

4. Non-discrimination

The Selected Developer shall not discriminate against any employee or applicant for employment based on race, color, national origin, religion, sex, sexual orientation, familial status, or disability. The Selected Developer shall comply with the provisions included in any agreement with the City pertaining to discrimination.

NOTICE TO OFFERORS – PROJECT DESCRIPTION AND REQUIREMENTS

1. Introduction

The former Department of Housing and Community Development (DHCD) published the West Loch Estates Master Plan (Master Plan) in January 1988. The Master Plan proposed to develop a master planned residential community of 1,500 units, to help alleviate the County's critical shortage of affordable housing, on approximately 490 acres of land DHCD acquired from the James Campbell Estate. Other proposed land uses included a "district park, a DOE elementary school site for grades K-6, a day care center, a small commercial center, and a park-and-ride facility." An 18-hole golf course and 39 acre passive linear shoreline park were also included to provide recreational opportunities for the growing population of Ewa.

The West Loch project was developed pursuant to Sections 46-15.1 and 201E-210 (currently 201H), HRS, which allowed City to develop the land to provide affordable housing. Sixty percent (60%) of the house-and-lot packages were targeted for sale to first-time affordable homebuyers. The remaining forty percent (40%) of the units were sold at the prevailing market prices, and it was envisioned that the net income from the sales would subsidize the costs of the affordable housing units and thereby, help meet the affordable housing objectives of the city.

The housing project adjacent to this parcel (TMK: 9-1-122:004) is West Loch Elderly Village, an elderly housing project consisting of fifteen (15) 2-story buildings containing 150 units which include ninety (90) studios and sixty (60) one-bedroom apartments, a large community center and forty-nine (49) on-grade parking stalls. The property is conveniently located on the corner of Fort Weaver Road and Renton Road in the district of Ewa with nearby recreation and shopping alternatives.

The original Final Environmental Impact Statement for West Loch Estates done in December 1987 was for one-hundred fifty (150) units on 10.3 acres; but West Loch Elderly Village was built on 6.6 acres, leaving behind 3.7 acres for future development.

It is the intent of the City to lease the Real Property TMK: 9-1-122:004 for a term of sixty-five (65) years for a \$1/year in exchange for the Selected Developer to provide affordable rental housing.

It is the City's requirement that the Real Property be used exclusively to provide (a) affordable rental housing for households that have an income at or below 100% Area Median Income (AMI) **for the duration of the Lease term**, (b) parking, (c) common area open space, and (d) other outdoor amenities.

2. Lease of Real Property

The City is pursuing the development of the Real Property under the provisions of Section 28-3.4, ROH. The term of the proposed Lease shall be subject to the provisions of Sections 28-4.1 and -4.2, ROH. The City, as Lessor, shall convey a ground lease to the Selected Developer for the property upon the Offeror's completion of due diligence and acceptance of the property, completion of all requirements and

conditions precedent to the award of a ground lease as identified in the Development Agreement, and closing of all the interim financing for the Project. The Lease for the Real Property shall be offered under the following conditions:

Term: Sixty-five (65) years with an option to extend for an additional ten (10)

Ground Lease rent shall be ONE AND NO/100 DOLLAR(S) (\$1.00) per year for the duration of the Lease term.

The Real Property is located in Ewa Beach, Hawaii, approximately 20 miles west of Honolulu Hawaii. More specific site information includes:

General Information:

General Location: 91-1666 Renton Road
Ewa Beach, Oahu, Hawaii
West of Asing Community Park, East of Fort Weaver Road,
and North of Renton Road, Ewa Beach, Oahu

Tax Map Key: (1) 9-1-122:004

Land Area: 161,346 square feet

Area Map: Exhibit 3 (attached)

Easements: Access, Sewer, Cellular Tower, and Drainage on site as shown
on Exhibit 4

Land Owner: City and County of Honolulu

Current Use: Undeveloped

Surrounding Residential, Commercial, and Recreational Area

Topography: Relatively flat

Land Use Information:

State Land Use: Urban District

Zoning: AG-1, Agricultural Restricted

Flood Zone: Zone D, Undetermined Flood Hazards

Height Limit: 25 feet

SMA: Not in Special Management District

Infrastructure: Sewer Capacity for 145 units
Water Capacity for 145 units

3. Affordable Rent Guidelines

For 2018, HUD's Honolulu County AMI and rent guidelines are defined in the following Table (these are current figures but are subject to change each year):

		LIMITS BY FAMILY SIZE							
MEDIAN		1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
\$96,000									
Adjustments		0.7000	0.8000	0.9000	1.0000	1.0800	1.1600	1.2400	1.3200
for family size									
% of Income	10%	\$8,170	\$9,330	\$10,500	\$11,660	\$12,600	\$13,530	\$14,460	\$15,400
	20%	\$16,340	\$18,660	\$21,000	\$23,320	\$25,200	\$27,060	\$28,920	\$30,800
	30%	\$24,510	\$27,990	\$31,500	\$34,980	\$37,800	\$40,590	\$43,380	\$46,200
	40%	\$32,680	\$37,320	\$42,000	\$46,640	\$50,400	\$54,120	\$57,840	\$61,600
	50%	\$40,850	\$46,650	\$52,500	\$58,300	\$63,000	\$67,650	\$72,300	\$77,000
	60%	\$49,020	\$55,980	\$63,000	\$69,960	\$75,600	\$81,180	\$86,760	\$92,400
	70%	\$57,190	\$65,310	\$73,500	\$81,620	\$88,200	\$94,710	\$101,220	\$107,800
	80%	\$65,360	\$74,640	\$84,000	\$93,280	\$100,800	\$108,240	\$115,680	\$123,200
	90%	\$73,530	\$83,970	\$94,500	\$104,940	\$113,400	\$121,770	\$130,140	\$138,600
	100%	\$81,700	\$93,300	\$105,000	\$116,600	\$126,000	\$135,300	\$144,600	\$154,000
	110%	\$89,870	\$102,630	\$115,500	\$128,260	\$138,600	\$148,830	\$159,060	\$169,400
	120%	\$98,040	\$111,960	\$126,000	\$139,920	\$151,200	\$162,360	\$173,520	\$184,800
	130%	\$106,210	\$121,290	\$136,500	\$151,580	\$163,800	\$175,890	\$187,980	\$200,200
	140%	\$114,380	\$130,620	\$147,000	\$163,240	\$176,400	\$189,420	\$202,440	\$215,600



AFFORDABLE RENT GUIDELINES*

2018

Affordable rents are based on 30% of income (including utilities)**

Area	\$96,000	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
HONOLULU COUNTY						
30% of Median		\$612	\$656	\$787	\$909	\$1,014
50% of Median		\$1,021	\$1,093	\$1,312	\$1,516	\$1,691
60% of Median		\$1,225	\$1,312	\$1,575	\$1,819	\$2,029
80% of Median		\$1,634	\$1,750	\$2,100	\$2,426	\$2,706
100% of Median		\$2,042	\$2,187	\$2,625	\$3,032	\$3,382
120% of Median		\$2,450	\$2,624	\$3,150	\$3,638	\$4,058
140% of Median		\$2,859	\$3,062	\$3,675	\$4,245	\$4,735

The City engaged a market study conducted by a consultant. Below is a summary of the market study:

Rentals in this area could be marketed to young families, empty nesters, and military personnel: Developers agreed that West Loch is an attractive market for residential development, and the site is a prime development site close to military installations and with good highway access for commuters.

A two- or three-story garden style rental development with surface parking is expected to be feasible to develop at this location: A higher density development at this site would struggle to be financially feasible due to the higher construction cost of these building types. Market rents for the area are not sufficiently high to offset the additional costs of parking structures and elevators needed to accommodate higher density building types.

Income-qualified rental units should target income levels at 80 percent of area median income or below: Although there is a known need for rental housing at a broad range of levels in Honolulu, marketing income-restricted units at levels higher than 80 percent of AMI may be a challenge in this area.

4. City's Objectives

In order to meet the City's goal of providing affordable rental housing, the City is soliciting proposals for development of affordable rental housing from developers who are experienced, knowledgeable of affordable rental housing programs and its requirements, financially sound and capable of developing, managing and maintaining high quality housing.

The City recognizes the need for affordable rental housing in Ewa Beach, Hawaii. The City is seeking to develop the underutilized City-owned property into multi-family affordable rental housing.

Housing: The Project site may accommodate up to 145 rental housing units based on known sewer allocation, but there is possibility for more. The rental units shall be priced primarily for households earning at or below 100% AMI. The affordable units shall remain affordable for the duration of the lease to the awarded offeror.

Outdoor Amenities: The Project shall be landscaped and include features such as a common open space, shade trees and structures, seating areas, well-lit walkways, and other outdoor amenities available to residents of the rental housing project.

Project Development: The City seeks proposals that demonstrate an understanding of the community, its housing needs, the surrounding neighborhoods, and a design that would provide a high quality affordable rental housing development on the Project site. The developer will develop, own and manage the Project under the terms of the contract award, Development Agreement and Ground Lease. The development structure would involve a 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 design, construct, finance, operate, and manage the entire Project.

The Project site will be offered "as is" to the Selected Developer, who shall have full responsibility for obtaining all required approvals for their project, including environmental studies, site survey, environmental remediation if needed, site preparation, permits, and any other predevelopment costs. Any property tax liability following the Selected Developer taking possession of the Project site shall be the sole responsibility of the Selected Developer.

Other Project Objectives. Additional objectives include:

a. Sustainable Development Standards – To the extent possible, the Project shall comply with Section 196-9, HRS, regarding energy efficiency and environmental standards for state facilities.

b. RESERVED

c. Placemaking Elements – The Project may include placemaking elements such as 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.

d. 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.

e. Advanced Sustainable Design – Project proposals shall consider sustainable and energy efficient practices such as solar power, advanced metering, “daylighting” (i.e., light from windows penetrating interior spaces), natural ventilation, water conservation initiatives, passive solar heating, efficient building systems and products.

Development Guidelines

The Project should embody good urban design principals and include the following desired objectives:

- a) Building height, massing, orientation, and setback should minimize impact to the surrounding area.
- b) New structures should be no more than twenty five (25) feet in height, unless a zoning variance is approved.
- c) Common Open Space with gathering areas
- d) Outdoor amenities
- e) The design of the proposed project should complement and be contextual in architectural appearance and scale with the surrounding neighborhood.
- f) At a minimum, ten percent (10%) of the units should have specialized designs that can be adaptable to support seniors such as easy access showers/tub, bathroom grab bars and lever type door handles.

5. Responsibilities of the Selected Developer

The Selected Developer will be responsible for all aspects of the project, including, but not limited to, the following:

- a) Lease the Real Property from the City for a term of sixty-five (65) years.
- b) “As Is, Where Is”. The Selected Developer shall accept the Property in an “AS IS, WHERE IS” condition, without any express or implied warranties or representations.
- c) Land Use Restrictive Covenants. The Selected Developer shall be responsible for execution and recordation of the affordability requirement of the Project as land use restrictions on the Ground Lease for a minimum term of 65 years.
- d) Obtain a change in zoning to the appropriate zoning or apply for Chapter 201H, HRS, related to exemptions for affordable housing if necessary.
- e) Participate in meetings and presentations to tenants of the Real Property, the City Council, community organizations, and other organizations as required by the City.

- f) Compliance with Chapter 343, HRS. The Selected Developer shall conduct and secure all environmental reviews, clearances, approvals, exemptions and exclusions (collectively, "Environmental Approvals") necessary to move forward with the development of the Real Property, and pay all costs in connection with such Environmental Approvals. To the extent that the City is required to take action to secure such Environmental Approvals, the Selected Developer shall fully cooperate with the City, shall provide any and all necessary information, joinders and consents, and shall reimburse the City for any costs it may incur in securing the Environmental Approvals.
- g) Potable Water. The Selected Developer shall be responsible for obtaining potable water for the Project from the Board of Water Supply (BWS) and the payment of BWS water facilities charges.
- h) Sewage Capacity. The Selected Developer shall be responsible for securing sewage capacity and connection approvals from the City and the payment of wastewater system facilities charge.
- i) Maintenance of Site. The Selected Developer shall be responsible for maintenance of the Project site as well as the area from the Project boundary to the adjacent street curb, subject to the terms of the Development Agreement.
- j) Minimum Prevailing Wages. The Selected Developer shall comply with Chapter 104, HRS, for the payment of minimum prevailing wages to mechanics and laborers employed on the Project for the corresponding work classifications as determined by the Department of Labor and Industrial Relations, State of Hawaii.
- k) Disability and Communication Access Board. The Project shall be accessible to and usable by persons with disabilities in compliance with Section 103-50, HRS, and the Selected Developer shall submit written evidence to City that the Project plans have received final document review by the Disability and Communication Access Board, State of Hawaii, prior to start of construction. This requirement is in addition to any other applicable requirement for accessibility such as the Fair Housing Amendments Act of 1988 (Pub. L. 100-430, approved September 13, 1988) and the Fair Housing Accessibility Guidelines (24 CFR Chapter I, Subchapter A, Appendix II). See https://www.hud.gov/program_offices/fair_housing_equal_opportunity/disabilities/fhefhag
- l) Comply with all Federal requirements relating to fair housing, equal opportunity, and affirmative marketing, as applicable.
- m) Comply with all land rules and requirements.
- n) Comply with, ROH Chapter 1, Article 18 as amended, pertaining to sexual harassment.
- o) Comply with all other applicable City, State and federal laws, statutes, ordinances, rules and regulations.

- p) Secure all interim and permanent financing necessary to undertake the proposed project.
- q) Plan, design, and construct the Project in conformance with all local, State, and federal rules, statutes and ordinances and in a manner substantially consistent with the Selected Developer's approved Proposal and in conformance with the Development Agreement executed by the Selected Developer and the City. A form of the Development Agreement shall be provided as an Exhibit 1 to this RFP.
- r) Provide an estimated construction budget supported by an independent construction cost estimator along with proposed sources of financing. In addition the developer shall provide all necessary real estate services including, but not limited to, rental agents and property management services.
- s) Provide the necessary infrastructure. Built to City standards.
- t) The Selected Developer shall assume sole and complete risk and liability for the development of the Project during the term stated in the Development Agreement, and shall defend, indemnify, and hold harmless the City, their employees, officers, agents, representatives, successors and assigns against any loss, cost, action, claim, damage or injury arising out of any activity conducted in the planning, design, hazardous materials removal, construction and management of the Project. The Selected Developer shall maintain insurance acceptable to the City in full force and effect throughout the term of the Development Agreement.

6. Responsibilities of the City & County of Honolulu

In order to facilitate the development of responsive proposals and the transition of the Real Property to the Selected Developer, the City shall undertake the following activities:

- a) Lease the Real Property to the Selected Developer, upon completion of all prerequisite actions identified herein.
- b) Make the Real Property available for inspection by prospective Offerors on the site visit date stated in Notice to Offerors - Schedule of Events Site Visit to Real Property.
- c) Provide the Selected Developer a revocable right of entry to conduct due diligence activities on the Real Property.
- d) Cooperate with the Selected Developer to the extent reasonable to facilitate the development of the proposed Project. Such cooperation shall include, but not be limited to, the timely review and approval of financing and other real estate documents necessary to implement the proposed Project.

8. City and County of Honolulu Disclaimer

Through this RFP, the City is only making available the opportunity to lease certain Real Property owned by the City and County of Honolulu to interested parties. The

issuance of this RFP should not be interpreted to mean that the City will provide to the Selected Developer any funding, any special consideration for funding, or any special accommodations in the processing of permits or approvals under the jurisdiction of the City.

NOTICE TO OFFERORS – EVALUATION, SELECTION, AND APPROVAL

1. Evaluation Period

During the evaluation period, Offerors may be required to make such oral presentations or submit additional written information as required to clarify their Proposals.

2. Evaluation Criteria

The City will only consider proposals that have the residential building with a common area for tenant gatherings, passive recreation, and parking. The City's selection will be based on the following criteria:

- a. Level of Affordability and Target Population (20 points).
 - i. Consideration of the overall number of rental units, square footage, configuration of the various units, and breakdown of the number of rental housing units at various Honolulu 2018 or current AMI levels.
 - ii. Project provides various units for income levels at 100% AMI or below.
 - iii. Project increases affordable housing opportunities for individuals and families
 - iv. Project increases affordable housing opportunities for special needs population including, but not limited to, homeless individuals and families and persons with a disability
- b. Experience of the Offeror (15 points). Proposals should be submitted by an organization(s) with both organizational and specific staff experience in the development, ownership and management of affordable rental housing projects. The Offeror must demonstrate previous experience relating to affordable housing development.
- c. Design (15 points). The design of the building should match the characteristics of the neighborhood and adjacent properties. Age friendly designs, outdoor amenities, and common areas should be implemented as well as a range of unit sizes to house individuals and families.
- d. Timeliness (20 points). Proposals should document the developer's ability to complete the project in a timely manner. Proposals should include a timeline that outlines critical path items leading to the successful completion of the project, including permitting, financing, and construction milestones. If applicants intend to use public subsidy, the timeline should identify each public funder and when applications to each funder will be made. A timeline that does not reflect realistic dates will be questioned and may affect the scoring on this section. The applicant(s) production pipeline of simultaneous projects will be

considered when evaluating organizational capacity and project timeliness potential.

- e. Financial Capacity (10 points). Offerors will be evaluated for financial stability and the capacity of the organization to manage the financial demands of competing development projects and advance pre-development funds.
- f. Economic Feasibility of the Proposal (20 points). Determination of the reasonableness of development costs, financial feasibility, operational feasibility, Offeror's readiness to proceed with development, adequacy of reserves, adequacy of Proposal contingencies, and the extent to which City resources will be leveraged with other public or private resources. The proposal shall include a well thought out approach to and assessment of pre-development and infrastructure cost, including identification of potential challenges and uncertainties and corresponding mitigation/risk management strategies. Complete project budget and financial pro forma demonstrating a feasible project.

3. Selection and Approval

The City will notify the top-ranked Offeror in writing to commence the negotiation period for the Development Agreement and form of Ground Lease set forth in Notice to Offerors – Special Instructions to Offerors Paragraph 24. Upon successful completion of negotiations, the Council approval provisions set forth in Notice to Offerors – Special Instructions to Offerors Paragraph 25 shall apply.

EXHIBIT 1: DEVELOPMENT AGREEMENT

This is a sample form and City reserves the right to add/delete or revise provisions as may be necessary.

EXHIBIT 2: TAX MAP KEY

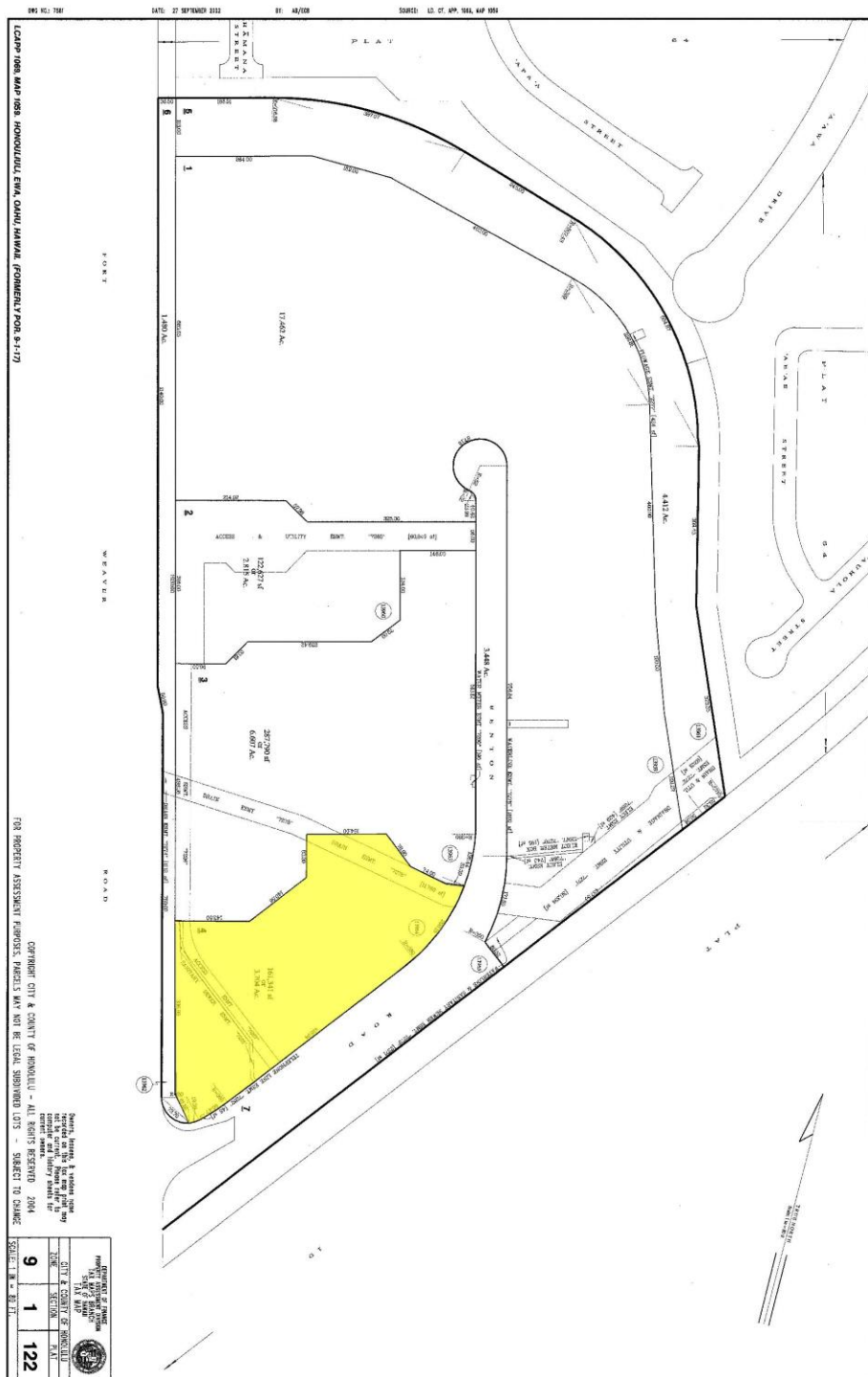


EXHIBIT 3: STATE LAND USE MAP

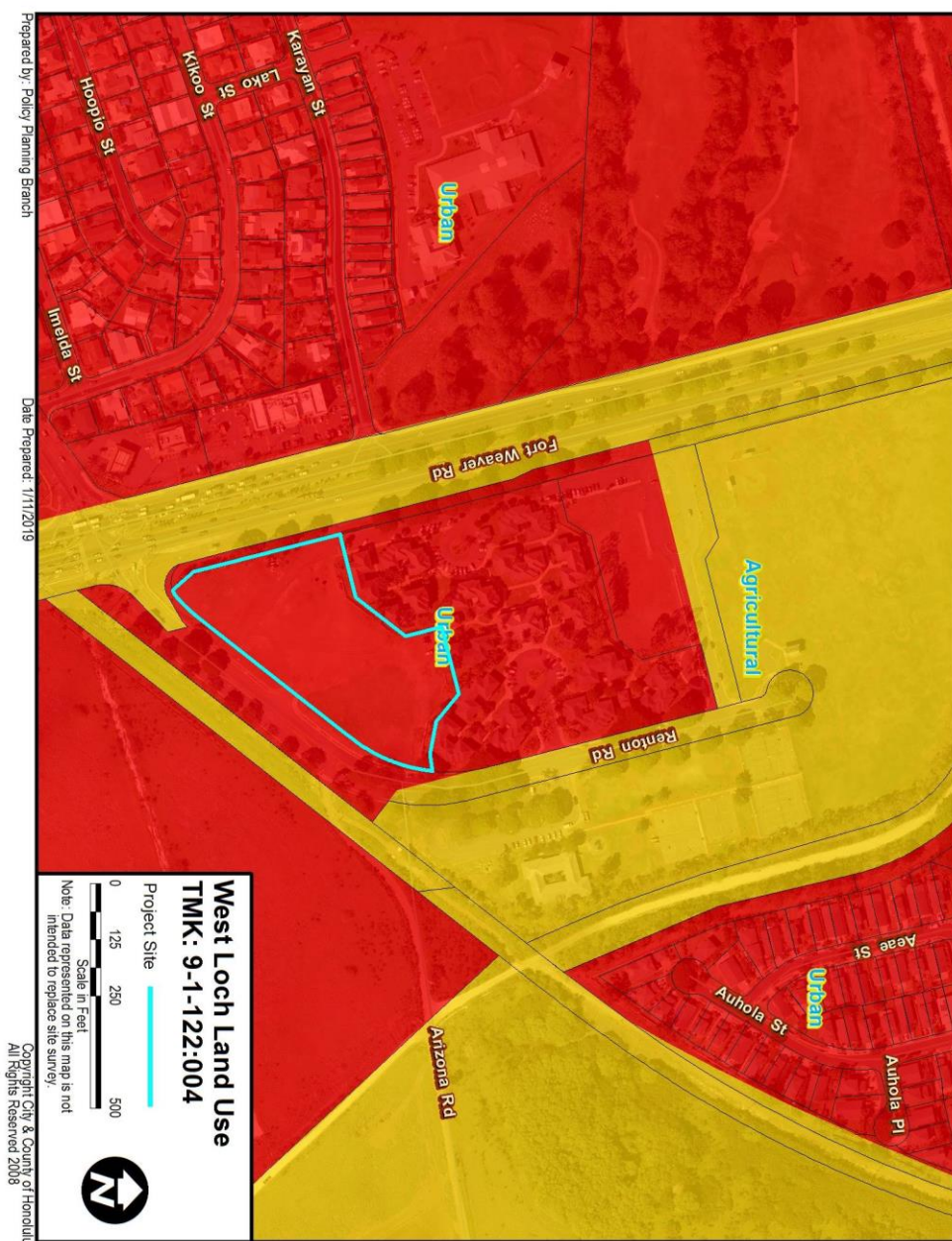
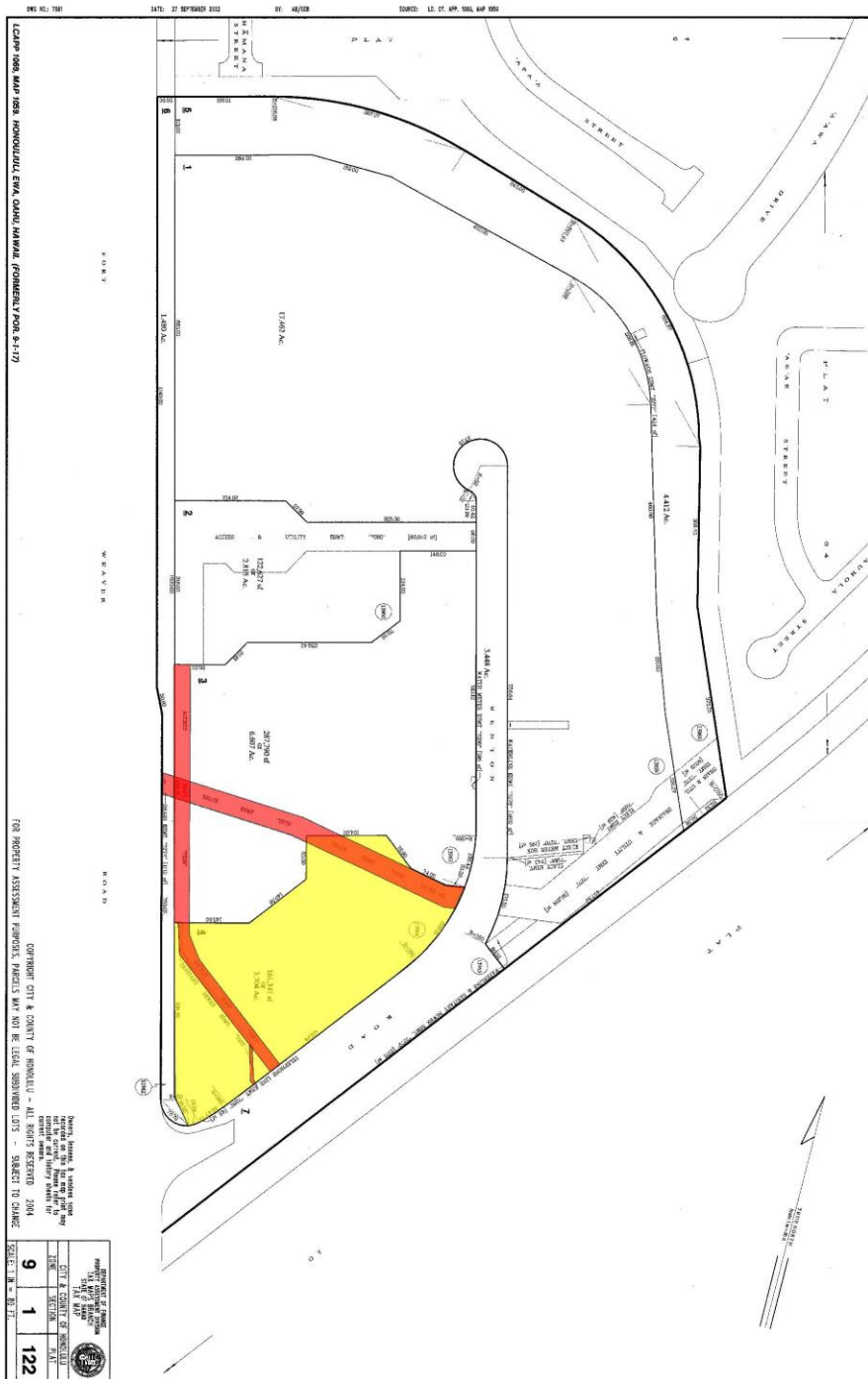
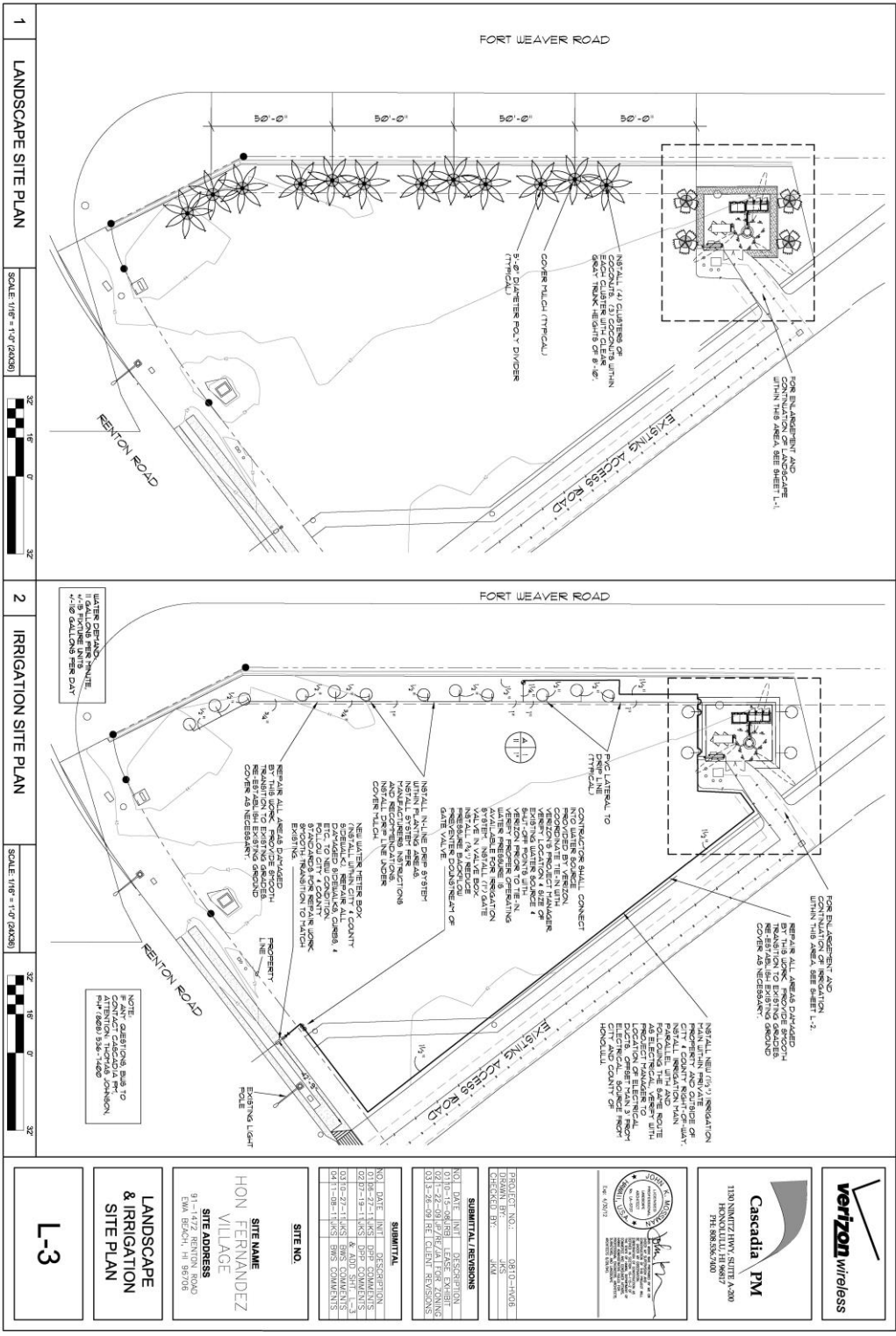


EXHIBIT 4: EASEMENT MAPS





1 LANDSCAPE SITE PLAN SCALE: 1/8" = 1'-0" (AS SHOWN)

2 IRRIGATION SITE PLAN SCALE: 1/8" = 1'-0" (AS SHOWN)

verizon wireless

Cascadia PM

1100 N. 27TH AVE, SUITE 100
HUNTSVILLE, AL 35894

PROJECT NO.: 0810-1008

SUBMITTAL REVISIONS

NO.	DATE	DESCRIPTION
01	08-27-14	ISSUED FOR PERMIT
02	09-10-14	REVISIONS TO IRRIGATION PLAN
03	09-10-14	REVISIONS TO IRRIGATION PLAN
04	09-10-14	REVISIONS TO IRRIGATION PLAN
05	09-10-14	REVISIONS TO IRRIGATION PLAN
06	09-10-14	REVISIONS TO IRRIGATION PLAN
07	09-10-14	REVISIONS TO IRRIGATION PLAN
08	09-10-14	REVISIONS TO IRRIGATION PLAN
09	09-10-14	REVISIONS TO IRRIGATION PLAN
10	09-10-14	REVISIONS TO IRRIGATION PLAN

SITE NAME
HON FERNANDEZ VILLAGE

SITE ADDRESS
91-1111 HUNTSVILLE
HUNTSVILLE, AL 35894

LANDSCAPE & IRRIGATION SITE PLAN

L-3

EXHIBIT 5: NOTICE OF INTENT TO PROPOSE

[Letterhead of Proposing Organization]

_____, 2019

Ms. Sandra Pfund, Director
Department of Land Management
715 South King Street, Suite 311
Honolulu, Hawaii 96813

Dear Ms. Pfund:

Subject: Notice of Intent to Propose
West Loch Affordable Rental Housing

This is to provide formal notice of our intent to submit a proposal in response to the subject Request for Proposals. The undersigned represents that it has obtained and reviewed a copy of the Request for Proposals. The undersigned understands and confirms the deadline for proposals as stated in the Notice to Offerors – Schedule of Events. Please call me at _____ should you have any questions regarding this matter.

Sincerely,

APPENDIX A – PROPOSAL FORMAT

All Proposals must be submitted in one (1) original, five (5) hard copies, and two (2) digital copies on USB flash drive. Please mark the original, and number all copies (Copy 1 — 5). All originals and copies shall be submitted in three ring binders, organized and indexed as follows:

Tab 1 — Information on the Offeror

- A) Name, business address and contact information for the Offeror.
- B) Name and contact information of the Offeror's principal point of contact to which questions or requests for clarifications may be directed to.
- C) Name, business address and contact information for all members of the Offeror's teams including, but not limited to, legal counsel, members of the Offeror's finance team, property managers, architects, engineers and contractors.
- D) Narrative history of Offeror including ownership, length of time in existence, current lines of business.
- E) Federal Tax Identification Number.

Tab 2 — Experience and Capacity of the Offeror

- A) Narrative summary of the Offeror's experience in owning or developing affordable rental housing. This experience includes the development, financing, ownership, management, operation, and maintenance of affordable rental and/or ownership housing projects.
- B) Listing of affordable rental housing projects developed in the last ten (10) years and/or currently under ownership or management of the Offeror. The listing should be itemized by project name, location, number of units by unit type (studio, one bedroom, etc.) project type (townhouse, garden apartment, high rise, etc.) target market (affordable, market, etc.), and the estimated current market value of the project.
- C) Listing and statements of qualifications for key members of the Offeror's team (if applicable).
- D) Offeror's audited corporate-level financial statements for the past three (3) years; or, if such financial statements are not available, (i) Offeror's compiled corporate-level financial statements for the past three years, and ii) Offeror's audited project-level financial statements for the past three years, for all projects listed in response to Tab 2, Paragraph B above.

Tab 3 — Offeror's Development Plan

- A) Detailed development program for the proposed Project:
- 1) A description of affordable rental units to be developed, itemized by unit type (studios, one-bedroom, etc.), floor space for each unit type, unit prices (proposed rent¹), target market (number of units to be made available to households at or below 100% of Honolulu Area Median Income) and any amenities. Please indicate the number of units to be made available to disabled persons including persons with visual and auditory impairments.
 - 2) A description of the Common Open Space and amenities to be provided, in terms of floor area, location within the proposed development, and amenities to be provided. Please indicate who will be responsible for managing and maintaining these common areas, and the usage fees that will be charged to users.
 - 3) Detailed breakdown of parking to be provided itemized by uses. Please include in the breakdown the number of loading spaces and accessible stalls to be provided.
- B) Conceptual site plan, and typical floor plans for the proposed Project. A minimum of two (2) building elevations should be provided for each building. Provide one (1) overall site elevation looking Mauka from the adjacent vacant lot. A perspective rendering of the proposed Project is encouraged, but not required at the time of Proposal submission. The City reserves the right to require the Selected Developer to prepare and submit a perspective rendering prior to the negotiation and approval of the Development Agreement and Lease to the City.
- C) Detailed development pro forma itemizing all Project expenses by use and in total, including an estimated budget supported by an independent construction cost estimator. A financing plan for interim and permanent financing itemized by potential sources of funds. Letters of interest from financial institutions interested in participating in the financing of the project should also be provided. For rental housing developments a detailed 10 year operating cash flow itemizing all anticipated revenue and expenses, debt service payments, and distributions to owners and partners.
- D) Detailed listing of all development team members, including, but not limited to, architects, engineers, development consultants, project managers, legal counsel, accountants, financial consultants, and potential lenders.
- E) Please describe how your proposed Project will contribute to the overall community and be culturally sensitive in its design and use to the immediate neighborhood and the greater West Oahu area. Proposals must illustrate the Offeror's understanding of the Ewa Beach history, community and culture.
- F) Operations and management plan for the entire property. Please describe your proposed operational plans for the entire complex in terms of the types of activities to be offered, potential operating partnerships, and a

¹ Rents should be inclusive of utilities.

- financing plan for the provision of activities, services, operations, and maintenance. Provide protocols for using the facility.
- G) Detailed Project schedule that includes the start and completion date for each Project milestone.
 - H) For off-site improvements, describe how the Proposal utilizes the existing improvements and what other off-site improvements are necessary for the Proposal.

Tab 4 — Other matters

- A) Due Diligence: Please provide the timeframe that your entity needs to complete its due diligence investigation of the Real Property.
- B) Special Conditions: Please provide any special conditions you require.
- C) Please indicate the length of time that your Proposal is valid, which at a minimum shall be for one-hundred eighty (180) calendar days.

Tab 5 — Confidential Materials

Please segregate behind this tab and clearly mark all documents that are claimed to confidential and state the basis for claiming such documents to be confidential.