

CALL FOR OFFER (CFO) NO. 19-001

TO PROVIDE

PROPERTY MANAGEMENT SERVICES FOR MĀNOA INNOVATION CENTER

UNIVERSITY OF HAWAI'I

HONOLULU, HAWAI'I

May, 2019

UNIVERSITY OF HAWAI'I

HONOLULU, HAWAI'I

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UNIVERSITY of Hawai'i, Honolulu, Hawai'i

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NOTICE TO OFFERORS

CFO AVAILABILITY

A copy of the Call for Offer (CFO) No. 19-001, Property Management Services for the Mānoa Innovation Center is available on the website: <http://www.hawaii.edu/research>

CFO PROCEDURE

The procurement of services under this CFO is exempt from Hawaii Revised Statutes (HRS) 103D pursuant to HRS 304A-1953 (Innovation & Commercialization Special Fund). Nonetheless, the proposal, evaluation, and selection process described herein is intended to ensure that the UNIVERSITY selects the best OFFEROR, with reasonable competition, to obtain the best pricing and services for the UNIVERSITY. By participating in this process, no rights, duties, or obligations are created under HRS Chapter 103D, and evaluation and selection is at the sole and absolute discretion of the UNIVERSITY.

QUESTIONS ABOUT THE CFO

All questions about the CFO must be directed in writing to the following:

Lori Leong
Building Manager, Mānoa Innovation Center
Office of the Vice President for Research and Innovation
University of Hawai'i
2800 Woodlawn Drive, Suite 100
Honolulu, Hawai'i 96822
Telephone: (808) 956-9036
Email: uhmic@hawaii.edu.

CLOSING DATE FOR RECEIPT OF PROPOSALS

Completed proposals must be received no later than 2:30 p.m., H.S.T., on June 21, 2019 (Closing Date).

Proposals shall be mailed or delivered to:

University of Hawai'i
Office of the Vice President for Research and Innovation
2425 Campus Road, Sinclair 10
Honolulu, Hawai'i 96822

Alternatively, proposals may be emailed to uhmic@hawaii.edu.

Regardless of the submittal method, it is the OFFEROR's responsibility to ensure confirmation of proposal receipt prior to the Closing Date. Proposals received after the Closing Date will not be considered.

Finalists may be asked to give an oral presentation after the closing date for receipt of proposals.

SECTION 1 GENERAL OVERVIEW, TERMS, CONDITIONS, AND LIMITATIONS

1.1 INTRODUCTION

This is a Call for Offer (CFO) issued by the University of Hawai'i (UNIVERSITY) to solicit proposals from Offerors (OFFERORS) who wish to be considered to provide property management services for the UNIVERSITY's Mānoa Innovation Center, as set forth in the Scope of Work herein. It is the UNIVERSITY's intention to: (1) solicit proposals; (2) evaluate proposals pursuant to the evaluation criteria set forth herein; and (3) award a contract to the OFFEROR that best meets the UNIVERSITY's needs in accordance with the evaluation criteria.

1.2 CFO ORGANIZATION

This CFO is organized into the following sections:

Section 1, Administrative Overview -- Provides OFFERORS with general information on the objectives of this CFO, procurement schedule, and procurement overview.

Section 2, Scope of Work -- Provides OFFERORS with a general description of the tasks to be performed, delineates responsibilities, and defines deliverables.

Section 3, Proposal Requirements -- Describes the required format and content for the OFFEROR's proposal.

Section 4, Criteria to Evaluate Proposals -- Describes how proposals will be evaluated by the UNIVERSITY.

1.3 SCHEDULE OF KEY DATES

The schedule of key dates set forth herein represents the UNIVERSITY's best estimate of the schedule that will be followed. Any of the dates listed below may be changed at any time at the sole discretion of the UNIVERSITY.

CFO Advertised and Issued	May 15, 2019
Deadline for Submission of Questions	May 24, 2019
UNIVERSITY Response to OFFEROR's Questions	May 31, 2019
Deadline for Site Visits	June 14, 2019
Closing Date for Receipt of Proposals	June 21, 2019
Proposal Review Period	July 5, 2019
Contractor Selection and Award	July 19, 2019
Contract Start Date	TBD

1.4 CFO AMENDMENTS

The UNIVERSITY reserves the right to amend the CFO at any time prior to the Closing Date for Receipt of Proposals. All CFO amendments will be posted on <http://www.hawaii.edu/research>. OFFERORS are solely responsible to check this website for any modifications to the CFO. The UNIVERSITY reserves the right to cancel this CFO at any time for any reason at no cost to the UNIVERSITY, and without any liability whatsoever to OFFERORS.

OFFERORS shall carefully review this CFO. Comments concerning defects and questionable or objectionable matter shall be promptly submitted to the UNIVERSITY. This shall allow issuance of any necessary amendment to the CFO. The OFFEROR hereby acknowledges, agrees, and waives any claim arising from any defect in this CFO. The OFFEROR further acknowledges and agrees that: (1) the UNIVERSITY reserves the right to waive any technical irregularity not affecting an unbiased and objective evaluation of all proposals; (2) such waiver will be in the best interest of the UNIVERSITY; and (3) the Offeror hereby waives any claim against the UNIVERSITY arising from such technical irregularity.

1.5 SUBMISSION OF QUESTIONS

OFFERORS may submit questions in writing to the following:

Lori Leong
 Building Manager, Mānoa Innovation Center
 Office of the Vice President for Research and Innovation
 University of Hawai'i
 2800 Woodlawn Drive, Suite 100
 Honolulu, Hawai'i 96822
 Telephone: (808) 956-9036
 Email: uhmic@hawaii.edu

The deadline for submission of written questions is 4:30 p.m., H.S.T., on May 31, 2019.

All questions received and responses will be posted on <http://www.hawaii.edu/research>. The website referred to will be non-secured (open and accessible to anyone to view). Since all questions and responses will be posted and accessible to the public, no proprietary information or questions regarding proprietary information or material should be communicated by the OFFEROR to the website identified.

1.6 SITE VISITS

OFFERORS may visit MIC to examine the conditions of same and be aware or satisfied as to physical condition and environment. Site visits shall be scheduled with Lori Leong, Mānoa Innovation Center Building Manager, telephone (808) 956-9036 and shall occur on any working day after 9:00 a.m. but not later than 2:00 p.m. The deadline for scheduling site visits is June 14, 2019.

1.7 SUBMISSION OF OFFER

Completed offers must be received no later than 2:30 p.m., H.S.T., on June 21, 2019 (Closing Date).

Proposals shall be mailed or delivered to:

University of Hawai'i
Office of the Vice President for Research and Innovation
2425 Campus Road, Sinclair 10
Honolulu, Hawai'i 96822

Alternatively, proposals may be emailed to uhmic@hawaii.edu.

Regardless of the submittal method, it is the OFFEROR's responsibility to ensure confirmation of proposal receipt prior to the Closing Date. Offers received after the Closing Date will not be considered.

1.8 ASSUMPTION OF RISK

OFFERORS are solely responsible for any and all risks, liabilities, costs, and expenses related in any way to this CFO, including, without limitation, any and all costs incurred in preparing or submitting proposals. In no event shall the UNIVERSITY incur liability to OFFERORS for costs or expenses in preparing and submitting proposals.

1.9 QUESTION TO OFFERORS

All OFFERORS are responsible for ensuring the correctness and readability of their proposals. The UNIVERSITY may, but is not required to, seek clarifications from OFFERORS during the Proposal Review Period. Content for which the UNIVERSITY may seek clarification includes, without limitation, the mislabeling of figures or tables, illegible text (such as a figure or label being too small a font size), or clerical mistakes (e.g., a misplaced decimal point or mistake in designation of a unit such as meters instead of feet). Any correction of proposals by OFFERORS must be responsive and limited to the clarifications sought by the UNIVERSITY. In no event shall the responses be used to otherwise permit corrections or amendments of proposals.

1.10 DISQUALIFICATION OR REJECTION OF PROPOSALS

The UNIVERSITY reserves the right to reject any and all proposals and/or to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this CFO and which demonstrate an understanding of the Scope of Work set forth herein. Any proposal offering any other set of terms and conditions inconsistent or incompatible with those included in this CFO may be disqualified or rejected without further notice.

An OFFEROR shall be disqualified and the proposal automatically rejected for any one or more of the following non-exclusive reasons:

The proposal shows any noncompliance with applicable law.

The proposal is conditional, incomplete, or irregular in such a way as to make the proposal indefinite or ambiguous as to its meaning.

The proposal has any provision reserving the right to accept or reject award, or to enter into a contract pursuant to an award, or provisions contrary to those required in the solicitation.

The OFFEROR is debarred or suspended.

1.11 AVAILABILITY OF FUNDS

OFFERORS are advised that the award of this contract is contingent upon the availability of funds. If funds are not available, the UNIVERSITY reserves the right not to make award of this contract.

1.12 NO RESPONSIBILITY PRIOR TO EXECUTION OF CONTRACT

The UNIVERSITY shall not be responsible for work done, even in good faith, prior to the UNIVERSITY's execution of a contract.

1.13 PROPOSALS BECOME PROPERTY OF THE UNIVERSITY

All proposals and other material submitted pursuant to this CFO shall become the property of the UNIVERSITY and may be returned only at the UNIVERSITY's option.

1.14 GENERAL DISCLAIMER

All information presented in this CFO and any other information provided by the UNIVERSITY to OFFERORS is provided solely for the information and convenience of OFFERORS. It is the sole responsibility of OFFERORS to assure themselves that the information contained herein is accurate and complete. No representations, assurances, or warranties of any kind whatsoever pertaining to the accuracy or completeness of the information provided in connection with this CFO are or will be provided by the UNIVERSITY.

1.15 CONFIDENTIALITY

The contents of proposals shall not be disclosed to parties other than the UNIVERSITY during the evaluation and selection period. Once the UNIVERSITY executes a contract with the selected OFFEROR, all proposals will become available for public inspection in accordance with the Uniform Information Practices Act (UIPA) (HRS Chapter 92F). OFFERORS may request in writing that certain proprietary information be kept confidential, and the UNIVERSITY will so inform OFFERORS of any disagreement with the request. Any dispute between the OFFEROR and the UNIVERSITY regarding such designation shall be resolved in accordance with applicable statutes and rules, including UIPA.

1.16 NONDISCRIMINATION

The UNIVERSITY supports the principles of equal opportunity and will not discriminate and will not allow or permit discrimination on the basis of gender, race, color, national origin, religion, sexual orientation, age, or disability in the selection of the Contractor.

1.17 INSURANCE

The selected OFFEROR will be required, at its own expense, to procure and maintain, during the entire term of the agreement arising from this CFO, insurance of the kind and in the minimum amounts as specified by the UNIVERSITY.

SECTION 2 SCOPE OF WORK

2.1 INTRODUCTION

The UNIVERSITY is requesting proposals from qualified, professional firms in the private sector to provide property management services for the Mānoa Innovation Center (MIC), located on Woodlawn Drive, Honolulu, Hawai'i 96822, and owned by the UNIVERSITY.

MIC consists of a two story building with office spaces, conference rooms, lunch room, presentation room, common areas with landscaping, and on-site parking. A summary of the physical characteristics of the building is attached hereto (see Attachment 1). A photograph of the property location and the building floor plan is attached hereto (see Attachment 2). OFFERORS are responsible for familiarizing themselves with the neighborhood, layout, construction, location, character, plan and operation of MIC and any mechanical or physical systems thereon.

The UNIVERSITY will enter into a contract for an initial period of ONE (1) year, renewable from year to year, for a total of FIVE (5) years. The property management services shall include, but not be limited to, the services as outlined in the following Scope of Work herein.

The "OFFEROR" will become a "CONTRACTOR" after proposal is awarded, and a contract is fully executed. For the purpose of this section, CONTRACTOR will be used in the scope of work.

2.2 SCOPE OF WORK

CONTRACTOR shall provide "best practices" advice and recommendations to the UNIVERSITY on all aspects of the following property management services for MIC, and shall be on-call twenty-four (24) hours a day, seven (7) days a week, and responsible for day-to-day property management services:

1. ASSET MANAGEMENT SERVICES

Asset management services include but are not limited to managing MIC as an asset class, conducting long-range planning and analysis, and overseeing market or approving the day-to-day decisions for physical property management and financial management. More specifically, this shall include:

- a) Provide analysis, planning, and best practice advice to the UNIVERSITY. This includes upfront analysis of assets, asset quality compared to market, and recommendations involving leases, real estate leasing, real estate markets, tenant cultivation and rates, sale,

retention, and redevelopment.

- b) Meet with UNIVERSITY representatives on a quarterly basis (or as agreed upon) to present a full quarterly asset management report and to discuss results of analysis. CONTRACTOR will also meet on-site at MIC with UNIVERSITY representatives semi-annually, or upon specially called meetings, for facility inspection and discussions.
- c) Prepare and analyze monthly financial statements and review other financial and operating data from its property and fiscal managers in order to measure performance and determine if goals are being met. CONTRACTOR is expected to evaluate alternatives as necessary and present findings to the UNIVERSITY. Goals are to be set mutually by UNIVERSITY and CONTRACTOR for upcoming performance periods.
- d) Examine the financial, leasing, and property management aspects of the property. Examine physical considerations such as capital improvements, renovations and retrofits. Present re-development options to the UNIVERSITY.
- e) Provide recommendations to the UNIVERSITY for its decision and assist the UNIVERSITY with all stages of the decision-making process relating to: feasibility and market studies, budgeting, strategic and financial analysis, and development projects.
- f) Pursue and Receive inquiries from potential users/lessees of MIC, and refer inquires to the UNIVERSITY. Offer tours of the facility and answer related questions.

2. PROPERTY MANAGEMENT SERVICES

In general, CONTRACTOR has the authority to make and implement day-to-day operational decisions to manage MIC. Major issues affecting the operations of MIC are to be brought to the attention of the UNIVERSITY for its decision. Using its best efforts to properly manage MIC, CONTRACTOR shall:

- a) Respond to all tenant requests and inquiries with prompt attention and professional follow-up. Create a tracking process to document all requests, inquiries, activities, actions taken and any follow-through necessary. Provide 24/7 emergency response service via pager or message system within 30 minutes.
- b) Stay within the approved operating budget and capital expenditure budget, reconciling the CAM budget to actual expenditures annually and invoicing tenants accordingly. Other than emergency expenditures, obtain the UNIVERSITY'S prior approval for additional maintenance expenditures and non-budgeted purchases and contracts

beyond those authorized in the approved operating budget.

- c) Assess, develop, and implement an annual operations plan to include vendor management for all of the services required to operate a first class building. Manage all vendor service contracts, including but not limited to: janitorial, A/C, landscaping, alarm and lock services, and elevator. CONTRACTOR shall follow the spirit and best practices of the State Procurement Code to obtain a reasonable price in an open and fair competition when engaging vendors and selecting goods and services.
- d) Assess, develop, and execute an annual procurement plan to operate the property to include all supplies needed for operations, capital improvements, and tenant improvements.
- e) Assess, develop, and execute an annual preventive maintenance plan, which includes, without limitation, (1) annual property audit and periodic inspections, (2) periodic review of the building reserve accounts to determine if amounts are sufficient to meet short-term and long-term needs, (3) preparing and submitting to the UNIVERSITY a monthly report on MIC's maintenance operations, (4) maintaining inventory of personal property, maintenance equipment, and supplies, (5) ensuring proper storage of maintenance supplies and equipment on the property, and (6) ensuring proper maintenance of MIC, the grounds, walkways, landscaping, common areas, and all characteristics of MIC.
- f) Assess, develop, and implement an annual Compliance Program Plan to ensure that the MIC complies with applicable and governing laws and ordinances.
- g) Assess, develop and implement an Emergency Preparedness plan for MIC, which shall be integrated with the UNIVERSITY's Emergency Preparedness plan, in areas such as communication and notification. Provide the UNIVERSITY with copies of written procedures for fire prevention and safety, vandalism control, bomb threats, hazardous materials, and natural disasters.
- h) Administer, manage, and monitor tenant leases, agreements, and licenses through consistent, but reasonable enforcement, including, without limitation, (1) establishing and maintaining good communications with tenants and their guests, (2) obtaining insurance certificates and resolving signage issues, (3) drafting tenant leases for review by the UNIVERSITY, (4) assigning tenants to spaces, (5) coordinating all tenant move-in and move-out arrangements, (6) notifying the UNIVERSITY of any vacancies, (7) overseeing the distribution of parking passes to tenants and otherwise overseeing and controlling parking lots and fees, and (8) enforcing rules and

regulations.

- i) Monitor and enforce energy and water conservation programs, bill and collect additional fees for excess use as allowable in tenant agreements.
- j) Perform all other acts necessary for the safe operation of the MIC and its occupants.

3. ACCOUNTING AND FISCAL MANAGEMENT

CONTRACTOR shall be responsible for invoicing and collecting rent, CAM, user fees, charge backs from tenants, and other receivables from which CAM or landlord funded facility expenses are paid and the building operating account is funded. The accounting and fiscal management services with respect to MIC will include:

(a) Collection of Receivables

CONTRACTOR shall collect all receivables, including, without limitation, all rents, security deposits, parking fees, and cleaning and repair fees, and deposit said receivables into the accounts as set forth herein below within two (2) business days from receipt. Interest income shall accrue in these accounts in favor of the UNIVERSITY unless otherwise provided in writing by the UNIVERSITY, and all interest shall be transferred monthly to the CLIENT COLLECTION TRUST ACCOUNT. All receivables shall be held separate from any account(s) of CONTRACTOR and shall not be commingled with any funds of CONTRACTOR. CONTRACTOR shall provide the UNIVERSITY with monthly financial reports on all accounts to allow the UNIVERSITY to reconcile all receipts and withdrawals.

CONTRACTOR may designate up to five (5) authorized signatories and up to five (5) employees who will have on-line access to the accounts. The designation shall be shared and coordinated with the UNIVERSITY.

i) CLIENT COLLECTION TRUST ACCOUNT.

CONTRACTOR shall collect all rents, parking fees, late fees, and cleaning and repair fees, and deposit all receipts in a lockbox with a federally insured financial institution approved by the UNIVERSITY. The lockbox will be used only for collections; there will be NO withdrawals by CONTRACTOR, unless authorized in writing by the UNIVERSITY.

(ii) CLIENT SECURITY DEPOSIT TRUST ACCOUNT.

CONTRACTOR shall collect all Security Deposits and deposit all receipts into an account, hereafter referred to as the CLIENT SECURITY DEPOSIT TRUST ACCOUNT, for the purpose of safeguarding the Security Deposit for the full and faithful performance and observance of obligations by the tenants under any rental agreements. The Security Deposit serves to secure the UNIVERSITY against any costs or expenses that may result if the tenant fails to meet said obligations under any rental agreements.

Upon the tenant's move out and return of keys, CONTRACTOR shall prepare an itemized statement of deductions indicating the amounts necessary to pay for the loss or damage to the premises, fixtures and other equipment caused by tenant; the cost to clean and repair the unit and fixtures; the cost to remove any furniture remaining in the unit; any and all sums tenant owes the UNIVERSITY under the provisions of the rental agreements; and any other amounts due and owing to the UNIVERSITY.

Thereafter, and within fourteen (14) days from the tenant's move out and return of keys, Contractor shall refund any remaining amounts of the Security Deposit to the tenant. If there are any circumstances causing a delay that will affect the mailing deadline for the Security Deposit refund, CONTRACTOR shall immediately seek the approval of the UNIVERSITY to delay the refund and notify the tenant of such delay.

CONTRACTOR shall ensure the balance in the CLIENT SECURITY DEPOSIT TRUST ACCOUNT does not fall below the bank's required minimum balance. Should the balance fall below the bank's required minimum balance and bank fees are charged, CONTRACTOR shall be responsible for paying the bank fees from CONTRACTOR'S own funds.

(iii) CLIENT PROJECT OPERATING ACCOUNT.

CONTRACTOR shall maintain an account, hereafter referred to as the CLIENT PROJECT OPERATING ACCOUNT, for the purpose of advancing Project operating funds to CONTRACTOR. The funds in the CLIENT PROJECT OPERATING ACCOUNT are for the payment of the approved Project budgeted operating expense by the UNIVERSITY.

CONTRACTOR shall ensure the balance in the CLIENT PROJECT OPERATING ACCOUNT does not fall below the bank's required minimum balance. Should the balance fall

below the bank's required minimum balance and bank fees are charged, CONTRACTOR shall be responsible for paying the bank fees from CONTRACTOR'S own funds.

(b) Payment of Operating Expenses.

On a timely basis, Contractor shall make all payments to vendors for budgeted operating expenses approved by the UNIVERSITY. Should Contractor fail to make payments when due at no fault of the UNIVERSITY, Contractor shall be responsible for paying any late charges or fees associated with such invoices. Contractor shall utilize the funds in the CLIENT PROJECT OPERATING ACCOUNT for the payment of such expenses.

(c) Accounting and Records.

CONTRACTOR shall maintain accurate, complete and separate books of accounts according to generally accepted accounting principles with appropriate supporting data and documents. CONTRACTOR shall reimburse the UNIVERSITY from CONTRACTOR'S own funds for loss of revenue due to inaccurate bookkeeping and accounting.

All books of accounts and supporting data and documents shall be available for inspection, reproduction, or audit by the UNIVERSITY at all reasonable times, and shall be retained and available at all reasonable times for a period of five (5) years. If a dispute, discrepancy, litigation, or claim is instituted or threatened, CONTRACTOR shall retain all books of account, data, and supporting documents until such disputes, discrepancies, claims, litigation, or audit findings are resolved.

All monthly reports of accounting and bookkeeping set forth below shall be completed and submitted to the UNIVERSITY within twenty (20) calendar days from the end of each month.

- (i) Billing of Charges. CONTRACTOR shall maintain a monthly record of charges to tenants for cleaning and repair work outside of the scope of maintenance required for ordinary wear and tear, late fees, overdue charges, and any and all collection and administrative charges.
- (ii) Income Register. CONTRACTOR shall maintain a monthly income register to record rental revenues, CAM, parking receipts, and fees, and all other receivables, accounted for separately.
- (iii) Disbursements Journal. CONTRACTOR shall maintain a monthly disbursement journal (check register) to record

operating expense disbursements, including copies of vendor invoices, amount paid, check number, and purpose of disbursement.

- (iv) Income and Expense Statement. CONTRACTOR shall maintain a monthly summary of income and cash disbursements statement and journal. Annual statements shall be provided within sixty (60) days after the close of each fiscal year.
- (v) Security Deposit Statement. CONTRACTOR shall maintain a monthly statement of tenant Security Deposits.
- (vi) Reconciliation Reports. CONTRACTOR shall maintain a monthly reconciliation report of income and disbursements, in a format approved by the UNIVERSITY, with copies of bank statements for all accounts.
- (vii) Delinquent Report. CONTRACTOR shall maintain a monthly delinquency report including amounts due and owing, status of collection efforts, and copies of deficiency letters to tenants.
- (viii) Vacancy Report. CONTRACTOR shall maintain a monthly vacancy report including a current status of units that are being offered for occupancy. For units vacant for more than forty-five (45) days, CONTRACTOR shall provide an explanation for such prolonged vacancy. If the prolonged vacancy is due to CONTRACTOR'S lack of oversight and inefficiency, CONTRACTOR shall be responsible for the loss of revenues for the unit during the time the unit should have been occupied.
- (ix) Parking Report. CONTRACTOR shall maintain a monthly parking report including a current status of rented and/or unrented parking stalls, and revenues therefrom. CONTRACTOR shall be responsible for any loss of revenues due to any lack of oversight and inefficiency that results in the loss of parking revenues during the time the parking stall should have been rented.

(d) Annual Audit.

CONTRACTOR shall agree to an annual audit of CONTRACTOR'S accounting and records, financial statements, and operations in accordance with generally accepted auditing standards. The audit shall be conducted by an independent certified public accountant selected at the sole and absolute discretion of the UNIVERSITY, with

the costs of such audit to be paid by the UNIVERSITY.

The UNIVERSITY shall notify CONTRACTOR, in writing, of any deficiency made known as a result of said auditor's opinion. CONTRACTOR shall, within thirty (30) days of receipt of written notice, correct any deficiencies noted by said audit in its accounting procedures.

(e) Building Reserves.

CONTRACTOR shall periodically review the building reserve accounts to determine if amounts are sufficient to meet short-term and long-term needs, and notify the UNIVERSITY of any such deficiency or concerns.

(f) Other Financial Services

CONTRACTOR shall:

- (i) Issue IRS Form 1099 to appropriate vendors in accordance with IRS policy and procedures.
- (ii) Provide all accounting services for tenant billings, maintain rental rate schedule for each tenant, implement and verify tenant rent adjustments as specified in the tenant agreements, and maintain the current CAM rate.
- (iii) Invoice, collect, record, and deposit all tenant fees.
- (iv) Provide, manage, set-up (new or existing) electronic formats and accounts (such as PayPal) used for collection of rental and other fees as necessary.
- (v) Pursue delinquent accounts and discuss problematic accounts with the UNIVERSITY before accounts are referred to a collection agency.
- (vi) Maintain a contract or agreement with a private collection agency to collect or secure collections of accounts receivable, and work with the UNIVERSITY, as needed.
- (vii) Provide accounting services for disbursement of facility related expenditures.
- (viii) Maintain an automated accounting system to record, track and generate reports.
- (ix) Implement CAM expenses budget requirements as contained in tenant's leases and licenses including reconciliations and

notifications to tenants.

- (x) Assist the UNIVERSITY with annual State inventory preparation.

4. BUDGET MANAGEMENT

- (a) Annual Operating Budget.

CONTRACTOR shall develop and submit for approval to the UNIVERSITY a proposed Annual Operating Budget no later than ninety (90) days prior to the beginning of any subsequent fiscal year. The UNIVERSITY'S fiscal year begins on July 1 and ends on June 30.

- (b) Budget Revision.

CONTRACTOR or the UNIVERSITY may propose a written revision of any approved operating budget. Any proposed revision shall be reviewed within thirty (30) days of receipt of such revision. CONTRACTOR shall perform revisions requested by the UNIVERSITY. The approved operating budget, with approved revisions, shall govern CONTRACTOR'S operations.

- (c) Common Area Maintenance (CAM) Reconciliation. CONTRACTOR shall submit an annual reconciliation of the CAM budget-to-actual expenditures.

5. DATA AND RECORDS MANAGEMENT

CONTRACTOR shall provide additional data as requested by the UNIVERSITY. This may be informational or support data to clarify the operation of CONTRACTOR and/or to aid in the transfer of data to the UNIVERSITY. Special studies or surveys requiring special expertise shall not be deemed additional data. All data and records shall be available to the UNIVERSITY during normal business hours, or as otherwise requested.

CONTRACTOR shall ensure the security of all data and records. Contractor shall maintain network security sufficient to protect the data and records in conformance with generally recognized industry standards and best practices, including, without limitation, (a) network firewall provisioning, (b) maintaining patched environments with appropriate security updates, (c) intrusion detection, and (d) regular vulnerability assessments. CONTRACTOR shall implement measures to secure protected or confidential data, including, without limitation, (i) ensuring transmission by secure means, including encryption, (ii) maintaining secure servers, (iii) prohibiting storage of data on portable or laptop computing devices unless used as part of a backup and recovery process, (iv) requiring storage, backup, and network paths utilized

by contained within the United States, and (v) adopting policies to secure data from unauthorized access and to address breaches.

6. OFFICE EQUIPMENT AND SUPPLIES MANAGEMENT

Contractor shall ensure the appropriate purchase and use of office equipment and supplies as follows:

(a) Use of Equipment.

For the purpose of managing MIC, CONTRACTOR shall be permitted to use any maintenance or office equipment assigned to MIC, at no extra cost to CONTRACTOR, for express and specific use at MIC; provided, however, that CONTRACTOR is responsible for providing its own computer, printer and its maintenance and supplies for use at MIC.

All personal property belonging to and located at MIC site shall be under the custody and control of CONTRACTOR and CONTRACTOR accepts full responsibility therefor.

(b) Replacement of Supplies and Inventory.

CONTRACTOR shall replace, as used, any consumable supplies in the current inventory of MIC, provided that with the prior written approval of the UNIVERSITY, CONTRACTOR may forego the replenishment of supplies that are inventoried in excess of reasonable needs.

(c) Storage Areas.

CONTRACTOR shall ensure all storage areas on MIC site are used solely for the purpose of storing UNIVERSITY equipment and materials for MIC.

(d) Inventory.

CONTRACTOR and the UNIVERSITY shall jointly conduct an inventory of MIC at the commencement of the contract and shall jointly conduct a closing inventory of MIC upon termination of the contract.

(e) Equipment Loss or Damage.

CONTRACTOR shall be responsible for loss or damage to the equipment and supplies to the extent that such loss or damage was

caused by the negligence of or the intentional or dishonest acts of CONTRACTOR's employees, agents, officers or designated representatives.

(f) Purchases of Supplies.

CONTRACTOR shall make all purchases for budgeted supplies for MIC at the most advantageous terms to MIC or as requested by the UNIVERSITY.

(g) Purchases of Equipment.

CONTRACTOR shall make purchases of all budgeted equipment (new and replacement) at the most advantageous terms to MIC or as requested by the UNIVERSITY. CONTRACTOR shall report to the UNIVERSITY all purchases of equipment with a value of \$2,000 or more by June 30 of each fiscal year. All equipment purchased for MIC with UNIVERSITY monies shall become the property of the UNIVERSITY.

7. TENANT PROCESSING AND MANAGEMENT

CONTRACTOR shall process applications for tenancy in accordance with directives from the UNIVERSITY. CONTRACTOR shall perform the following services pertaining to tenants and tenant occupancy.

(a) Accept and Process Applications.

CONTRACTOR shall accept and process applications in accordance with the UNIVERSITY'S directives. CONTRACTOR shall inform prospective tenants by letter of available units, locations of unit, dates of availability, rental amounts, security deposit requirements, etc. If accepted, CONTRACTOR shall assign tenants to units, make arrangements to sign rental agreements, and collect security deposits, rents, parking fees, etc.

(b) Orientation of New Tenants.

CONTRACTOR shall orient new tenants to MIC rules and regulations, financial obligations and responsibilities contained in the rental agreement, services provided and available, and the use, care and maintenance of all equipment, etc.

(c) Inspection of Units.

CONTRACTOR shall conduct inspection of units with and in the company of new tenants prior to move-in, and with current tenants

prior to move-out. CONTRACTOR shall inspect units annually, at the minimum, to ensure proper maintenance, care and cleaning, etc.

(d) Enforce Rules and Regulations.

CONTRACTOR shall inform tenants of, and enforce, the rules and regulations for MIC. CONTRACTOR shall recommend to the UNIVERSITY revisions to said rules and regulations.

(e) Enforce Rental Agreement.

CONTRACTOR shall enforce all covenants and conditions of the rental agreement.

(f) Tenant Default, Termination, and Evictions.

Whenever a tenant is in default or violation of a rental agreement, or MIC rules and regulations, CONTRACTOR shall notify the tenant in writing of the default or violation and require the tenant to correct the violation within ten (10) calendar days after receipt of notice. If tenant does not cure the default or violation, CONTRACTOR shall notify tenant in writing of his/her failure to correct the default or violation and tenant will be provided an additional ten (10) calendar days after receipt of second notice to remedy the non-compliance. If said default or violation is not cured within the additional ten-day period, CONTRACTOR shall provide the tenant with a 30-day notice of termination.

CONTRACTOR shall require immediate corrective action by the tenant for any violations that pose a risk to the health and safety of the tenants or guests of MIC. In such event, CONTRACTOR shall immediately provide the tenant with a 30-day notice of termination.

CONTRACTOR shall be responsible for determining whether eviction proceedings should be instituted and shall submit findings and recommendations to the UNIVERSITY for approval prior to taking such action. Failure by CONTRACTOR to initiate procedures to cure the default or violation as aforesaid may result in the CONTRACTOR being responsible for reimbursing the UNIVERSITY for any monetary losses.

(g) Collection Agency.

Subject to the approval of the UNIVERSITY, CONTRACTOR shall be responsible for hiring a collection agency to assist in the recovery of delinquencies. All approved fees, costs, and expenses for the collection agency shall be paid by the UNIVERSITY.

(h) Tenant Complaints and Communication.

CONTRACTOR shall promote and maintain good relations with the tenants of MIC. CONTRACTOR shall respond to tenant complaints in a professional and expeditious manner.

8. MAINTENANCE AND REPAIR MANAGEMENT

The UNIVERSITY may elect to have UNIVERSITY employee(s) perform the general maintenance and repairs for MIC. CONTRACTOR shall coordinate the work to be performed with the UNIVERSITY employee(s) and inform the UNIVERSITY of any concerns regarding the work performance of its employee(s). Only the UNIVERSITY shall have the authority and control over its employees.

If the UNIVERSITY does not provide its own employees to perform the general maintenance and repairs of MIC, CONTRACTOR shall ensure the maintenance and repair of MIC in a condition acceptable to the UNIVERSITY, in accordance with local and State codes, and the approved operating budget and maintenance plan.

Notwithstanding CONTRACTOR's authority to effect emergency repairs for situations which may cause harm to persons, property, or interruption of any service to the property, CONTRACTOR shall obtain prior written approval from the UNIVERSITY for all repairs or maintenance not approved in the budget. CONTRACTOR shall obtain a written quotation from the vendor for repairs and maintenance in excess of \$2,500.00. The UNIVERSITY reserves the right to reject any quotation and/or justification that it deems unreasonable.

CONTRACTOR's maintenance and repair management responsibilities shall include:

- (a) Ordinary Maintenance Requests. CONTRACTOR shall provide maintenance service requested by tenants within two (2) working days. Normal working days shall be Monday through Friday excluding State-recognized legal holidays.
- (b) Emergency Repairs/Maintenance Requests. CONTRACTOR shall ensure the availability of emergency repairs/maintenance services twenty-four (24) hours a day, seven (7) days a week. CONTRACTOR shall make every attempt to obtain prior verbal approval from the UNIVERSITY for all emergency repairs/maintenance estimated to cost in excess of \$2,499.00.
- (c) Common Areas. CONTRACTOR shall keep all common areas including, but not limited to, entries and thoroughfares, in a presentable condition at all times. CONTRACTOR shall make certain the parking

area asphalt surface is maintained in good condition (defined as free from need of repair) and free from the threat of damage from derelict and/or abandoned vehicles.

- (d) Rehabilitation of Vacated Units. CONTRACTOR shall ensure that all vacated units are rehabilitated within three (3) working days of vacancy and in accordance with specifications established by the UNIVERSITY. CONTRACTOR shall obtain approval from the UNIVERSITY for an extension to the rehabilitation deadline when necessary. The CONTRACTOR shall advise the UNIVERSITY if the vacated unit would benefit from a refresh, which could include but is not limited to repairs such as replacement of flooring and re-painting. Upon approval by the UNIVERSITY of the recommendations, the CONTRACTOR shall conduct the repairs. The CONTRACTOR shall submit to the UNIVERSITY a budget for approval.
- (e) Grounds Maintenance. CONTRACTOR shall ensure the maintenance of the grounds including plantings, planter boxes, and grassy areas of the premises in accordance with specifications established by the UNIVERSITY. Maintenance shall include the mowing, trimming, pruning, watering, weeding, fertilizing, and policing and related operations to keep areas in neat and attractive order.
- (f) Refuse Services. CONTRACTOR shall contract for and oversee all refuse collection and disposal based on the specifications established by the UNIVERSITY. CONTRACTOR shall ensure all refuse areas, enclosures, and receptacles are maintained in a clean condition and in accordance with local fire, safety, and health codes. CONTRACTOR shall schedule refuse services to begin immediately upon Notice to Proceed.
- (g) Pest Control Preventive Maintenance. CONTRACTOR shall provide periodic pest infestation inspections of MIC for, but not limited to, roaches, ants, fleas, ticks, and ground termites. CONTRACTOR shall provide a pest control preventive maintenance program to reduce infestation and damage to MIC.
- (h) Extraordinary Maintenance. CONTRACTOR shall conduct extraordinary maintenance as proposed and budgeted.
- (i) Preventive Maintenance Plan. CONTRACTOR shall develop and conduct a preventive maintenance program, perform preventive maintenance services in each unit once a year, and perform a maintenance check and correction in any unit entered during a request for maintenance. The schedule for the preventive maintenance program shall be submitted to the UNIVERSITY for approval.

9. SECURITY SERVICES

If security services are necessary, the UNIVERSITY shall provide for such services through its Department of Public Safety based on specifications provided by the CONTRACTOR and upon approval by the UNIVERSITY. The UNIVERSITY shall be responsible for supervision of the security services. The cost of security services shall be a cost to MIC.

10. BROKERAGE SERVICES

This service will focus on advertising and marketing to seek and attract qualified tenants to MIC to minimize vacancies and to maximize revenues.

1. CONTRACTOR will provide marketing, advertising and necessary listings for MIC. Advertising and marketing will be conducted as customary with commercial real estate assets in Honolulu.
2. CONTRACTOR will show spaces and conduct lease negotiations with prospective tenants consistent with the University's overall goals and guidelines.
3. CONTRACTOR will provide comparative rent schedules, fees and other market information, and make recommendations to position MIC competitively in the market.

**SECTION 3
PROPOSAL REQUIREMENTS**

3.1 INTRODUCTION

This section identifies the proposal requirements for this CFO which shall be submitted by the Closing Date. Fulfillment of all proposal requirements listed is mandatory for consideration of proposals.

3.2 PROPOSAL REQUIREMENTS AND CHECK LIST

OFFERORS must submit the following documents for their proposals to be considered by the UNIVERSITY:

- 1) _____ Proposal Letter (Appendix A) (signed by an individual authorized to legally bind the Offeror)
- 2) _____ Price Proposal Sheet (Appendix B)
- 3) _____ Qualifications Narrative (Appendix C)
- 4) _____ Proposed Management Plan (Appendix D)

**SECTION 4
CRITERIA TO EVALUATE PROPOSALS**

The evaluation of proposals received in response to the CFO will be conducted comprehensively, fairly, and impartially. The contract will be awarded to the responsive and responsible OFFEROR whose proposal is determined to be the most advantageous to the UNIVERSITY taking into consideration the evaluation factors set forth in this CFO.

1. Demonstrated Successful Experience in Property Management (15 points)

- 0-2 Firms with zero to two experiences
- 3-5 Firms with three to five experiences
- 6-10 Firms with five to ten experiences
- 11-15 Firms with more than 10 experiences

Score: _____ (0-15)

Basis for Score:

2. Experience Managing Government Buildings (5 points)

Score: _____ (0-5)

Basis for Score:

3. Experience of Personnel in the Firm Who May Be Assigned to MIC (10 points)

Score: _____ (0-10)

Basis for Score:

4. Dedication to UNIVERSITY Projects (5 points)

Score: _____ (0-5)

Basis for Score:

5. Quality and Strength of Management Reporting and Systems (20 points)

- 0 Firms without capability of producing computerized accounting reports and do not have ACH capabilities.
- 5 Firms with accounting programs and ACH capabilities.
- 10 Firms with sophisticated property management programs that include accounting and operational modules and have ACH capabilities.
- 20 Firms with sophisticated property management programs that include accounting and operational modules, have ACH capabilities, and can produce timely and relevant management reports.

Score: _____ (0-20)

Basis for Score:

6. Knowledge of Properties as Evidenced by Management Plan (20 points)

- 5 Firms that have few written procedures for managing properties, have little understanding about problem/trouble areas of property, and display little knowledge of performance goals and direction for property.
- 10 Firms that are somewhat familiar with the properties, have an average understanding of problem/trouble areas of property, and display an adequate knowledge of performance goals and direction for property.
- 15-20 Firms that have clear and defined written procedures for managing the properties, have an exceptionally clear understanding of the problem/trouble areas, and display a unique knowledge of performance goals and direction for property.

Score: _____ (0-20)

Basis for Score:

7. Price (25 points)

Price shall be weighted in proportion to the other proposals. The lowest proposed price shall be assigned 25 points, the maximum number of price points. All other proposals shall be assigned points based on the ratio of the lowest price proposal divided by each proposal price.

Price points = $25 \times (\text{lowest price}) / (\text{proposal price})$

For example:

<u>Proposal</u>	<u>Total Price</u>	<u>Points</u>
A	\$100	25
B	\$125	$25 \times (100) / (125) = 2$
C	\$200	$25 \times (100) / (200) = 1$
D	\$800	$25 \times (100) / (800) = 3.75$

TOTAL POSSIBLE POINTS 100 POINTS
(Items 1 – 7: Experience, Dedication to UH Projects, Management Reporting and Systems, Management Plan and Price)

**APPENDIX A
PROPOSAL LETTER**

We propose to furnish and deliver any and all of the deliverables and services named in the Call for Offers (CFO) No. 19-001 to Provide Property Management Services, University of Hawaii, Honolulu, Hawaii.

It is understood that this proposal constitutes an offer.

It is understood and agreed that we have read the University of Hawaii's specifications described in the CFO and that this proposal is made in accordance with the provisions of such specifications. By signing this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such specifications.

We agree, if awarded the contract, to deliver goods or services which meet or exceed the specifications.

Respectfully submitted,

Legal Name of Offeror

Date

Authorized Signature (original) (Typed Name)

Title

Street Address

Telephone No.

City, State, Zip Code

Fax No.

Social Security OR Federal Tax Payer ID No.

Hawaii General Excise Tax License No.

Remittance Address (if different from street address)

City, State, Zip Code

Location of Offeror's Plant

Offeror is: Individual Partnership Corporation* Joint Venture

State of Incorporation: Hawaii Other:

Is Corporate Seal Available In Hawaii: Yes** No

* Attach to this page evidence of authority of the above officer to submit an offer on behalf of the corporation, giving also, the names and addresses of the other officers.

** If yes, affix corporate seal.

**APPENDIX B
PRICE PROPOSAL SHEET**

Name of Firm _____

Signature of Authorized Representative _____

Date _____

Please provide a proposal of your firm's monthly management fee for the Scope of Work set forth in Call for Offers (CFO) No. 19-001 to Provide Property Management Services for Mānoa Innovation Center, University of Hawai'i, Honolulu, Hawai'i

Mānoa Innovation Center Monthly Management Fee (including all applicable taxes)	\$
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APPENDIX C QUALIFICATIONS NARRATIVE

I. OFFEROR QUALIFICATION QUESTIONNAIRE

Offeror shall have a minimum of five (5) years of experience in property management. Please describe how you satisfy this qualification.

II. LETTERS OF RECOMMENDATION

OFFERORS shall submit a minimum of three (3) letters of recommendation from recent customers of your firm's property management services. It is highly recommended that one of the letters come from a governmental customer. Please furnish the names of the companies, addresses, phone number and contact person(s), so that the UNIVERSITY may contact these references for additional information.

III. MANAGEMENT EXPERIENCE

OFFERORS shall submit a list of properties they currently manage and properties managed at any time during the past three years. If there was a property that is or was problematic, do not exclude it. Please provide a footnote explaining the problem and how it was resolved.

For each property listed, please provide the following:

- Description of the location including the name of the building and the section of town.
- The total number of units.
- Listing of the construction details including the number of stories, type of structure, and whether it was new construction, renovated or rehabilitated, or original housing.
- Indicate if government-owned or privately-owned.
- Indicate date your firm started managing the property and the date management ended if your firm no longer manages the property.
- Provide the property owner(s) name, address, and contact number. The UNIVERSITY reserves the right to contact the property owner(s) for additional information.

III. SAMPLE OF REPORTS

OFFERORS shall submit a sample set of reports (financial and operational) for a project in their current portfolio that would normally be provided to owners. If at all possible, please choose a property similar to the ones described in this CFO.

IV. SAMPLE OF COMMUNICATION WITH TENANT

OFFERORS shall submit a sample of letters of communication to tenants in response to their complaints regarding tenant violations, operational procedures, and general concerns.

V. FIRM'S FINANCIAL REPORT

OFFERORS shall submit the most recent audited financial report available for their firms.

VI. OTHER INFORMATION

OFFERORS shall submit any other information that may be relevant in evaluating their firm's qualifications, including peer reviews, any disciplinary action, or any regulatory action taken by any oversight body against your organization or local office in the past three years.

APPENDIX D PROPOSED MANAGEMENT PLAN

OFFERORS shall submit a proposed management plan for overseeing the Mānoa Innovation Center. An example of a prototypical management plan is provided as a guide.

EXAMPLE OF A PROTOTYPICAL MANAGEMENT

1. General Information
 - 1.1 Property Information (development name, address, telephone numbers, fax numbers)
 - 1.2 Management Company Information
 - a. Regional Office of Company (address, telephone numbers, fax numbers)
 - b. Organizational chart (show names, telephone numbers, and titles of person involved in chain of command for the property, both line and staff functions)
 - c. Contact for official correspondence (indicate name, address, etc., of contact for official correspondence if different from regional manager)
2. Office Procedures/Services
 - 2.1 Staffing/Personnel Policies
 - a. Staffing plan/job descriptions of site staff
 - b. Training/certification plan for site staff
 - 2.2 Hours of Operation
 - a. List the hours of operation for the property
 - 2.3 Emergency / Hours Procedures
 - a. List the emergency and after hours procedures for the property
 - 2.4 Emergency Telephone Numbers/Beeper Numbers
3. Services
 - 3.1 Description of existing programs
 - 3.2 Description of proposed new programs
 - 3.3 Newsletters, if applicable
4. Management Systems
 - 4.1 General Maintenance and Repair
 - a. Description of preventive maintenance system
 - b. Description of work scheduling system (work order system) (policy on response to routine/emergency work orders, policy on after-hours emergencies, policy on quality control)
 - c. Checklist for routine grounds keeping/housekeeping duties/responsibilities
 - d. Procedures for vacant unit turnaround
 - 4.2 Management Information Systems
 - a. Description of hardware
 - b. Description of software

- c. Description of anti-virus program and firewalls.
 - d. Interface with Property Owner's computer
 - e. Listing of monthly/annual reports
 - 4.3 Financial Management
 - a. Expenditure control/approval policy
 - b. Petty cash policy
 - c. Security deposit policy
 - d. Internal controls
 - e. Procedure for payment of management fee
 - f. Procurement policy (for supplies and materials, for services and rentals)
 - g. Inventory control procedures (capital inventory list)
 - 4.4 Other Special Procedures
 - a. Fire prevention and safety
 - b. Vandalism control
 - c. Bomb threats, hazardous materials, and natural disasters
 - d. Energy conservation
 - e. Adherence to ADA
 - f. Adherence to OSHA
- 5. Leasing and Lease Enforcement
 - 5.1 Leasing Policies (to the extent conducted by management company)
 - a. Procedure and timetable to fill vacancy
 - b. Procedures for signing lease
 - 5.2 Orientation of New Tenants
 - 5.3 Lease Enforcement
 - a. Notices
 - b. Evictions
 - 5.4 Unit Inspections
 - 5.5 Rent Collections
 - a. Policy (due date for rent, late fee, repayment agreements)
 - b. Delinquent rent procedures
- 6. Capital Improvements
 - 6.1 Physical Description of Condition of Property
 - 6.2 Status of On-Going Capital Improvements
 - 6.3 List of Recommended Capital Improvement (estimated dollar cost of each recommendation, source of funding)
 - 6.4 Approval Process
 - 6.5 Bidding Procedures
 - 6.6 Monitoring Systems
- 7. Security Plan
 - 7.1. Assessment of Situation
 - 7.2 Plan of Action
- 8. Owner Notification
 - 8.1 Indicate Incidents Requiring Immediate Owner Notification

- 9. Operating Budget
 - 9.1 Line Item Budget
 - 9.2 Line Item Narrative

- 10. Performance Goals
 - 10.1 Occupancy
 - 10.2 Rent Collections
 - 10.3 Work Orders
 - 10.4 Unit Inspections
 - 10.5 Capital Improvements
 - 10.6 Curb Appeal
 - 10.7 Budget controls
 - 10.8 Other

EXISTING MANAGEMENT PLAN

OFFERORS shall also submit a management plan for an existing or proposed property.

**ATTACHMENT 1
PHYSICAL CHARACTERISTICS OF MĀNOA INNOVATION CENTER**

ADDRESS: 2800 Woodlawn Drive, Honolulu, Hawai'i 96822

TAX MAP KEY: 2-9-26: Por. 3, 37, and 38

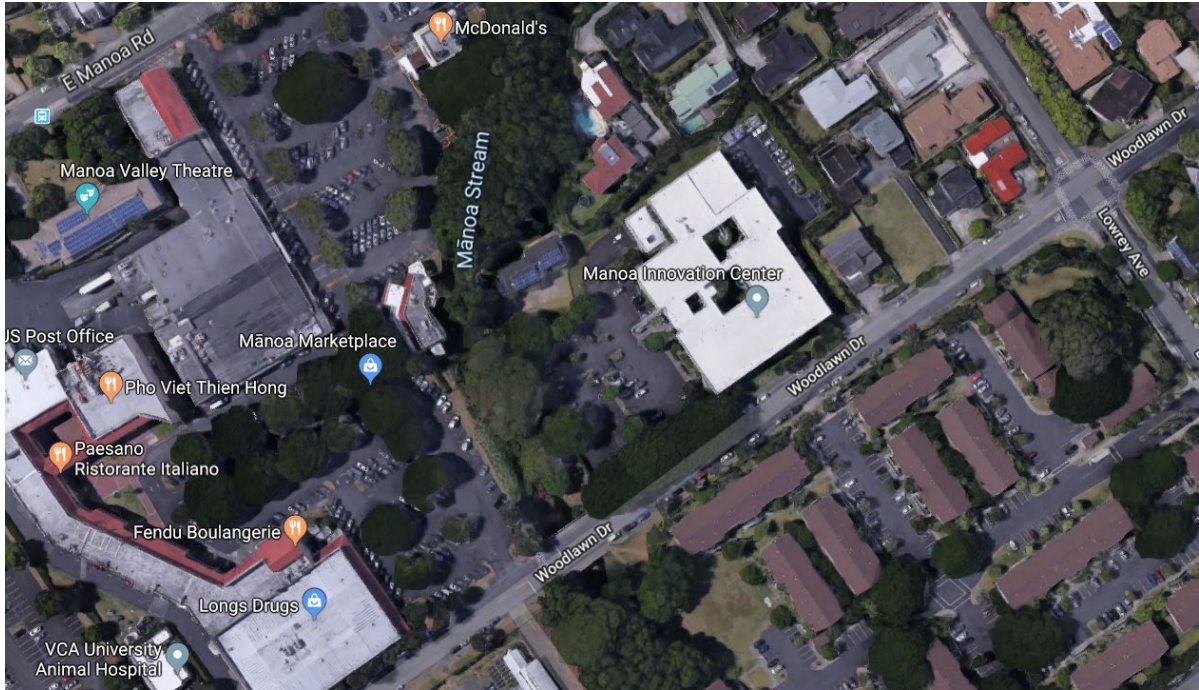
LOT AREA: 109,507 Square Feet

FLOORS: 2

POSTAL SHELTERS: 1 located in the main office, Suite 100

PARKING: 63 single
58 (29*2) tandem
10 guest

ATTACHMENT 2 PROPERTY LOCATION



ATTACHMENT 2 CONTINUED LAYOUT

First Floor



ATTACHMENT 2 CONTINUED LAYOUT

Second Floor

