

**REQUEST FOR INTEREST  
DIRECTLY NEGOTIATED PARKING CONCESSION CONTRACT FOR  
PARKING LOT CONCESSION  
AT THE ALA WAI SMALL BOAT HARBOR**

The State of Hawaii Department of Land and Natural Resources is publishing a Request for Interest ("RFI") for qualified parties interested in a Parking Lot Concession of State-owned lands within the Ala Wai Small Boat Harbor situated at Kalia, Honolulu, Oahu, Hawaii, pursuant to Chapter 102-2 (b)(1), Hawaii Revised Statutes ("HRS").

Before selecting an interested party with whom to directly negotiate, any interested party must meet the minimum qualifications set forth in the RFI and shall submit the Qualifications Questionnaire form by 4:00 P.M. September 15, 2023, to the Division of Boating and Ocean Recreation of the Department of Land and Natural Resources, 4 Sand Island Access Road, Honolulu, Hawaii 96819.

**Tentative Schedule**

Publication	August 31, 2023
Qualification Questionnaire Due	September 15, 2023
Notify Qualified Parties	September 18, 2023
Parking Proposal Due	October 2, 2023
Select Proposed Concessionaire	October 4, 2023
Board of Land and Natural Resources Approval	October 27, 2023
Commencement Date	November 10, 2023

Division of Boating and Ocean Recreation



\_\_\_\_\_  
Edward R. Underwood  
Administrator

## QUALIFICATIONS

### 1. QUALIFICATION OF INTERESTED PARTIES:

- 1.1. An Interested Party must be capable of carrying out the terms and conditions of the Contract.
- 1.2. Each Interested Party must file a completed Qualification Questionnaire at the Division of Boating and Ocean Recreation of the Department of Land and Natural Resources, 4 Sand Island Access Road, Honolulu, Hawaii, 96819, no later than 4:00 P.M. (Hawaii Standard Time) on September 15, 2023.
- 1.3. The Qualification Questionnaire, properly executed and notarized, shall be reviewed by Division of Boating and Ocean Recreation to determine whether the Interested Party's experience, competence and financial standing meet the minimum qualifications set forth herein.
- 1.4. Interested Party must demonstrate that its assigned project manager has five (5) years' experience in providing parking systems and management to a similar type of parking operations.
- 1.5. Upon execution of contract, Interested Party must have signs prepared and installed within 90 days. Interested Party should be fully operational within 90 days from contract signature.
- 1.6. Failure to complete the Qualification Questionnaire, or submit the Qualification Questionnaire, within the prescribed time, is sufficient cause to disqualify an Interested Party from consideration for the parking lot operation concession.
- 1.7. All information contained in the Qualification Questionnaire shall remain confidential, and Qualification Questionnaires of all Interested Parties shall be returned after having served this purpose.

## QUALIFICATION QUESTIONNAIRE

### 2. QUALIFICATIONS:

**Only qualified Interested Parties, as determined by the Division of Boating and Ocean Recreation, of the Department of Land and Natural Resources, may be considered for the concession. In order to be considered, the entire Qualification Questionnaire must be completed.**

Having been first duly sworn and deposed, the undersigned states that it has the minimum qualifications required and that it is furnishing the attached information as proof of its qualifications. All Interested Parties shall submit this Qualification Questionnaire and all the required evidence. Interested Parties that do not submit a Qualification Questionnaire and the required documentation shall not be considered for the parking lot operation concession.

2.1. Name of Interested Party: \_\_\_\_\_

2.2. Business Organization: [ ☐ ] Individual [ ☐ ] Partnership [ ☐ ] Corporation

2.3. Principal Office Address: \_\_\_\_\_

2.4. State General Excise Tax Number: \_\_\_\_\_

2.4.1. If exempt from GET, cite applicable statute: \_\_\_\_\_

2.5. Federal Employer I.D. Number: \_\_\_\_\_

2.5.1. If exempt from federal taxes, attach documentation and exemption.

2.6. If a corporation, please answer the following: [ ☐ ] Profit [ ☐ ] Non-Profit

When incorporated and where: \_\_\_\_\_

When authorized to do business in the State of Hawaii: \_\_\_\_\_

#### Name of Officers:

President: \_\_\_\_\_

Vice President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Others: \_\_\_\_\_

Principal Stockholders:

<u>Name and Address</u>	<u>% of Stock Held</u>
(1) _____	
(2) _____	
(3) _____	
(4) _____	

2.7. If a partnership, please answer the following:

When and where organized: \_\_\_\_\_

General or Limited Partnership: \_\_\_\_\_

When registered in the State of Hawaii: \_\_\_\_\_

Partners:

<u>Name and Address</u>	<u>Share</u>
(1) _____	
(2) _____	
(3) _____	

2.8. If "other" type of business entity, please describe:

What type of business: \_\_\_\_\_

Where and when organized: \_\_\_\_\_

When registered in State of Hawaii \_\_\_\_\_

List Names of Members/Owners/Managers/etc. (including titles and addresses):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2.9. Provide a description and evidence of a minimum of five (5) years' experience in the ownership and/or operation of parking lot operations, or any municipal parking, including the number of years of experience, business name, business address, and dates of operation.

2.10. Has the Interested Party ever defaulted or been terminated on a State of Hawaii contract/agreement or defaulted on real property taxes? If yes, give details on a separate sheet.

☐ Yes     ☐ No

2.11. Have any Parking concession agreements, contracts, or agreements for the operation of any parking lot or similar businesses owned and operated by the Interested Party ever been cancelled? If yes, give details on a separate sheet.

☐ Yes     ☐ No

2.12. Has the Interested Party ever been fined for any violation of City, County, Federal and/or State of Hawaii law during the previous 2-year period? If yes, give details on a separate sheet.

☐ Yes     ☐ No

2.13. Provide satisfactory evidence to support the financial ability of the Interested Party to operate and maintain a parking lot operation. Minimum requirements must include income and expense statements, Federal tax returns and balance sheets, from the past two (2) years.

2.14. Provide at least two (2) references that the Division of Boating and Ocean Recreation may contact to confirm the Interested Party's qualifications to operate a parking lot. Provide names, contact information, and the relationship or experience with each reference.

2.15. Attach a copy of State and Federal tax clearance.

2.16. The Interested Party hereby consents to and authorizes the Division of Boating and Ocean Recreation to confirm all or any of the foregoing information with any financial institution or any other source necessary.

2.17. Interested Party must obtain all insurance policies required in the specifications section as a prerequisite of the final issuance of the contract.

Insurance Coverage:

Interested Party's Business Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Insurance coverage is carried by:

	Carrier	Policy No.	Agent	Limits
Commercial General Liability				
Automobile Liability				
Workers Compensation				
Temporary Disability				
Prepaid Health Care				
Unemployment Insurance				

Interested Party may attach any other information they wish to further describe their qualifications.

3. Financial Capacity

Attach Applicant's financial statement (balance sheet, income/expense statement and reconciliation of net worth) for the past three (3) fiscal years, and the most current interim financial statement. If Applicant has not been in existence for three (3) years, also attach the financial statements for the principals, i.e., those holding at least a 10% ownership interest.

3.1. Are there any outstanding judgments against you?

☐ Yes    ☐ No

If yes, explain. \_\_\_\_\_  
\_\_\_\_\_

3.2. Have you filed bankruptcy within the last seven (7) years?

☐ Yes    ☐ No

3.3. Have you had property foreclosed upon or given title or deed in lieu thereof in the last seven (7) years?

☐ Yes    ☐ No

3.4. Are you a party in any legal action?

☐ Yes    ☐ No

If yes, explain. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3.5. Have you directly or indirectly been obligated on any loan, which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment?

☐ Yes    ☐ No

If yes, provide details, including date, name and address of lender and reasons for the action.

3.6. Are you presently delinquent or in default on any Federal, State or County rent, debt or another loan, mortgage, financial obligation, bond, or loan guarantee?

☐ Yes    ☐ No

If yes, explain. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. Conviction for Violation of Law

Have you ever been convicted of a violation of law?

☐ Yes    ☐ No

If yes, explain. \_\_\_\_\_

\_\_\_\_\_

The undersigns swears that the foregoing information and attached supporting documentation are true and correct to the best of his/her knowledge and belief.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_.

\_\_\_\_\_  
Name of Interested Party

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

SIGNATURE MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC



STATE OF HAWAII )  
 ) SS.  
\_\_\_\_ COUNTY OF \_\_\_\_\_)

Notary Public, State of Hawaii

My Commission Expires: \_\_\_\_\_

## SPECIFICATIONS

### 1. DEFINITIONS AND INTERPRETATION: As used herein, the term:

- 1.1. "AWSBH" means Ala Wai Small Boat Harbor
- 1.2. "BLNR" means the Board of Land and Natural Resources.
- 1.3. "Chairperson" means the Chairperson of the Board of Land and Natural Resources of the Department of Land and Natural Resources.
- 1.4. "Concessionaire" means the successful Interested Party entering into the parking concession contract as defined below, with the Department of Land and Natural Resources. The term shall also include the successful party's agents, successors or assigns, managers, employees, and legal representatives where the context so admits or requires.
- 1.5. "DLNR" means the Department of Land and Natural Resources.
- 1.6. "DOBOR" means the Division of Boating and Ocean Recreation.
- 1.7. "HAR" means Hawaii Administrative Rules.
- 1.8. "HRS" means Hawaii Revised Statutes.
- 1.9. "Meter, Pay Station" means the Pay Station Equipment and compatible software.
- 1.10. "Parking Concession Area" means the areas within the Ala Wai Small Boat Harbor that are included within the Parking Concession Contract.
- 1.11. "Parking Concession Contract" means the contract, instrument, contract which grants a person or entity the privilege of managing a parking lot operation at the Ala Wai Small Boat Harbor
- 1.12. "State" means the State of Hawaii.

## 2. SCOPE OF PARKING CONCESSION CONTRACT:

- The Parking Concession Contract shall be for a period of three (3) years commencing November 10, 2023, through November 9, 2026. In addition to any provisions for early termination, DLNR may terminate the Parking Concession Contract without cause by providing sixty (60) days prior written notice to the Concessionaire with approval of the Chairperson.
- Money collected from the Pay Stations, together with the money collected from the issuance of parking permits will be deposited into Concessionaire's bank account.
- The minimum revenue split DOBOR is willing to consider for the Parking Concession Contract is 80-20 in DOBOR's favor. DOBOR will favorably consider proposals in which a greater share of revenue goes to DOBOR.
- DLNR reserves the right in its sole and absolute discretion to interrupt or cancel the Parking Concession Contract. The Concessionaire shall bear all expenses or losses in full.
- Concessionaire shall keep on file a schedule of business hours and days open, and a complete Parking Rate sheet of prices charged subject to approval by the Chairperson.
- Monthly gross receipt reports and a check for DOBOR's share of all parking revenue shall be submitted to DOBOR within ten (10) days of the preceding month, in a format as approved by DOBOR.
- The parking area to be managed under the Parking Concession is shown within the Ala Wai Small Boat Harbor, labeled as Exhibit "A" which is to be managed 24 hours a day, 7 days a week. DLNR reserves the right to relocate or reconfigure the Parking Lot or portions thereof during the term of the Parking Concession Contract at its discretion, provided that such relocation shall not be unreasonable.
- Concessionaire must provide parking lot operations. Any proposed additional improvements shall require the written approval of DOBOR.
- DOBOR may reserve portions of the parking lot for special events with advance notice to the Concessionaire or may utilize portions of the Parking Lot for emergency purposes.
- Only properly registered vehicles shall be allowed on the parking premises. No parking of derelict vehicles or camping shall be permitted.
- The breakdown of permitted, paid and free parking stalls is subject to change by the Board of Land and Natural Resources.

- A minimum of 300 paid parking stalls will be included in the parking management contract.
- The selected Concessionaire shall be responsible for issuing all parking permits to harbor tenants for use in the designated permit parking areas or paid parking areas; DOBOR reserves the right to move, reconfigure and reallocate permit parking as well as paid parking stalls.
- Issuance method of Parking permits and any rate changes specific to the Ala Wai Small Boat Harbor shall be in accordance with Hawaii Administrative Rules.
- The Concessionaire must follow parking rates as approved under HAR 13-233; in addition, all parking fees and rules specific to the Ala Wai Small Boat Harbor are to be approved and set by the Chairperson, Board of Land and Natural Resources.
- The Rate for paid parking shall be ONE DOLLAR (\$1.00) per hour, with any rate increases subject to approval by the Board of Land and Natural Resources.
- Vehicles parked in the paid parking areas will be required to pay the appropriate fees and there shall be no time limit as long as fees are paid within the open pay parking stalls.
- Designated free public stalls shall have a six-hour maximum time limit. The Concessionaire shall be responsible for enforcing this requirement.
- No overnight parking will be allowed in the free public parking areas. Closure times will be from 10:30 p.m. to 4:30 a.m. The Concessionaire shall enforce this closure; although the State may from time to time allow the extension of the open area or portions of, to be utilized for special events.
- Designated Boat Trailer Parking Stalls located South and behind of the harbor master's office will remain open to the public at no charge for up to 72 hours as is the case at other State launch ramp facilities. The concessionaire shall only provide security in this area.
- The Concessionaire shall oversee and enforce all parking rules within the Harbor. The Concessionaire shall be authorized, on behalf of DLNR, DOBOR, to enforce vehicle parking regulations, as well as work closely with all State and County enforcement Agencies. All vehicles parked contrary to posted signs may be cited and/or towed.
- The Concessionaire shall provide additional security patrols throughout the entire AWSBH for the purpose of enforcing vehicle parking regulations. Concessionaire shall notify the appropriate agency should any illegal activity be taking place within the harbor.

- The Concessionaire may be required to add additional personnel to address expected increase in demand for parking and may be required to administer parking control during these special events. An Example would be: Fourth of July, Thunder Birds, Molokai Canoe Race, Transpac and other similar events.
- DOBOR has installed twelve (12) pay stations located throughout the harbor.
- Pay Station will not accept currency or coins.
- Work with DOBOR's parking equipment supplier to maintain and repair the pay stations.
- Ensure that parking signage, compliant with the Americans with Disabilities Act of 1990, is displayed sufficiently throughout the AWSBH.
- Participate in any and all post-tow hearings.

**Interested parties will be rated using the following scoring sheet to be qualified for further consideration by DOBOR.**

**APPLICATION SCORING SHEET**  
(Parking Concession Contract)

Reviewer Name: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant Name: \_\_\_\_\_ Item No.: \_\_\_\_\_

For each criterion give a rating on the following scale:

1 = very poor    2 = poor    3 = average    4 = good    5 = very good

CRITERIA	RATING	WEIGHT	SCORE
<b>1. Qualifications and Experience (80%)</b>			
* Type and duration of business experiences		x .80 =	/4 pts.
* Expertise in management of parking facilities		x .80 =	/4 pts.
		Subtotal:	/8 pts.
<b>3. Financial Capacity (20%)</b>			

* Financial Capacity		x .40 =	/2 pts.
		Subtotal:	/2 pts.
<b>4. Convictions for Violation of Law</b> (negative points)			(    ) pts.
<b>TOTAL SCORE:</b>			/10 pts.

MINIMUM QUALIFICATIONS IS 7 POINTS OR 70% OF 10 POINTS

Comments:

(Rev. 8/13/23)

## EXHIBIT A

Ala Wai Small Boat Harbor

