

**REQUEST FOR INTEREST
DIRECTLY NEGOTIATED PARKING CONCESSION CONTRACT FOR
PARKING LOT CONCESSION
AT THE MAALAEA 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 Maalaea Small Boat Harbor situated at Maalaea, Maui, 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. February 20, 2024, 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	February 01, 02, 04, 05, 2024
Qualification Questionnaire Due	February 20, 2024 (No later than 4:00 PM)
Notify Qualified Parties	February 26, 2024 (No later than 4:00 PM)
Parking Proposal Due	March 12, 2024 (No later than 4:00 PM)
Select Proposed Concessionaire	March 15, 2024 (No later than 4:00 PM)
Commencement Date	TBD

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 February 20, 2024.
- 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>
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(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>
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(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.

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

ACKNOWLEDGMENT:

STATE OF HAWAII)
) SS.
COUNTY OF _____)

On this _____ day of _____, 20____, before me personally appeared _____ and _____, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public, State of Hawaii

Print Name

My Commission Expires: _____

SPECIFICATIONS

For Operation of a Parking Concession Located at the
Maalaea Small Boat Harbor, Maui, Hawaii

1. DEFINITIONS AND INTERPRETATIONS:

- 1.1. "BLNR" means the Board of Land and Natural Resources.
- 1.2. "Chairperson" means the Chairperson of the Board of Land and Natural Resources of the Department of Land and Natural Resources.
- 1.3. "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.
- 1.4. "County" means the County of Maui.
- 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. "MSBH" means Maalaea Small Boat Harbor.
- 1.10. "Meter, Pay Station" means the Pay Station Equipment and compatible software.
- 1.11. "Parking Concession Area" means the areas within the Maalaea Small Boat Harbor that are included within the Parking Concession Contract.
- 1.12. "Parking Concession Contract" means the contract, instrument, contract which grants a person or entity the privilege of managing a parking lot operation at the Maalaea Small Boat Harbor, Maui, Hawaii, identified in "**Exhibit A-1,**" attached hereto and made a part hereof.
- 1.13. "State" means the State of Hawaii.

2. SCOPE OF PARKING CONCESSION CONTRACT:

The Parking Concession Contract shall be for a period of Five (5) years commencing July 1, 2024, through June 30, 2029. In addition to any provisions for early termination, BLNR with approval of the Chairperson, may terminate the Parking Concession Contract without cause and in the best interest of the State by providing sixty (60) days prior written notice to the Concessionaire with approval of the Chairperson.

- 2.1. The minimum monthly concession fee will be in an amount equal to fifteen thousand dollars (\$15,000.00) or seventy percent (70%) of monthly gross receipts, whichever is greater. The minimum revenue split DOBOR is willing to consider for the Parking Concession Contract is 70/30 in DOBOR's favor. DOBOR will favorably consider proposals in which a greater share of revenue goes to DOBOR.
- 2.2 Concessionaire will provide a security deposit of thirty thousand dollars \$30,000.00 to DOBOR.
- 2.2. 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.
- 2.3. DLNR reserves the right in the best interest in the State and in its sole and absolute discretion to interrupt or cancel the Parking Concession Contract. The Concessionaire shall bear all expenses or losses in full and shall not take or allow to be taken any action for damages, or recourse against the State of Hawaii.
- 2.4. Concessionaire shall keep on file a schedule of business hours and days open, and a completed Parking Rate sheet of prices charged subject to review by the Chairperson.
- 2.5. Monthly gross receipt reports and check for DOBOR's share of all parking revenue shall be submitted to DOBOR within ten (10) calendar days of the preceding month, in a format as approved by DOBOR.
- 2.6. The Parking Concession Area to be included under the Parking Concession Contract shown on the exhibit in this solicitation labeled as Exhibit "A," hereinafter referred to as "Parking Concession Area," which is to be managed 24 hours a day, 7 days a week. DOBOR reserves the right to relocate, reconfigure, or reduce the number of parking stalls within the Parking Concession Area or portions thereof during the term of the Parking Concession Contract at DLNR's discretion and in the best interest of the State; provided that such relocation shall not be unreasonable and shall be subject to approval of the Chairperson and the Board of Land and Natural Resources. In the event the DLNR reduces the number of parking stalls within the Parking Concession Area, the minimum monthly

concession fee will be reduced accordingly, but the percentage split will remain unchanged.

- 2.7. Concessionaire must provide parking lot operations. Any proposed additional improvements shall require the written approval of DOBOR.
- 2.8. Concessionaire shall contract with a towing contractor to tow vehicles from the Parking Concession Area.
- 2.9. DOBOR may reserve portions of the Parking Concession Area for special events with advance notice to the Concessionaire or may utilize portions of the Parking Concession Area for emergency purposes.
- 2.10. Only properly registered vehicles shall be allowed on the Parking Concession Area. No parking of Concessionaire's vehicles or camping in the Parking Concession Area shall be permitted.
- 2.11. The Maalaea SBH consists of presently of 291 vehicle parking stalls. The designated permit parking areas for harbor tenants with valid parking permits are located throughout the harbor. Paid public parking is available at an hourly rate.
- 2.12. The approximate breakdown of type of stalls is as follows:

Paid Parking	278 stalls
<u>Trailer Parking</u>	<u>13 stalls</u>
Total:	291 stalls

- 2.13. The selected Concessionaire shall be responsible for issuing all parking permits to harbor tenants for use in the designated paid parking areas; DOBOR reserves the right to move, reconfigure and reallocate paid parking stalls.
- 2.14. Issuance method of Parking permits and any rate changes specific to the Maalaea Small Boat Harbor shall be in accordance with Hawaii Administrative Rules.
- 2.15. The Concessionaire must follow parking rates as approved under HAR 13-233; in addition, all parking fees and rules specific to the Maalaea Small Boat Harbor are to be approved and set by the Chairperson, Board of Land and Natural Resources.
- 2.16. The Rate for open paid parking shall be ONE DOLLAR (\$1.00) per hour, with any rate increases approved by the DOBOR.
- 2.17. Vehicles parked in the paid parking areas will be required to pay the appropriate, with a maximum stay of 24 hours.

- 2.18. Hours of operation shall be 24 hours a day, 7 days a week.
- 2.19. The paid hourly parking rates shall remain unchanged. Any increase in the hourly rate must be approved by the BLNR.
- 2.20. Current parking rates are as follows:
- | | |
|------------------------------|--------------------|
| Paid Public Parking | \$1.00 per hour |
| Harbor Tenant Permit Parking | \$25.00 per month |
| Commercial Permit Parking | \$90.00 per month |
| Public Monthly | \$150.00 per month |
- 2.21. 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.
- 2.22. The Concessionaire will be required to have a staff member on-island to regularly check on the premises.
- 2.23. The Concessionaire shall provide additional security patrols throughout the entire MSBH for the purpose of enforcing vehicle parking regulations. Concessionaire shall notify the appropriate agency should any illegal activity be taking place within the harbor.
- 2.24. 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 special events.
- 2.25. A minimum of six (6) pay stations are located throughout the harbor, shown in **“Exhibit A-2”**.
- 2.26. Pay Station will not accept currency or coins.
- 2.27. Work with DOBOR’s parking equipment supplier to maintain and repair the pay stations.
- 2.28. Ensure that parking signage, compliant with the Americans with Disabilities Act of 1990, is displayed throughout the MSBH.
- 2.29. Participate in any and all post-tow hearings.

Exhibit A-1

Maalaea Small Boat Harbor Paid Parking and Trailer Parking Areas

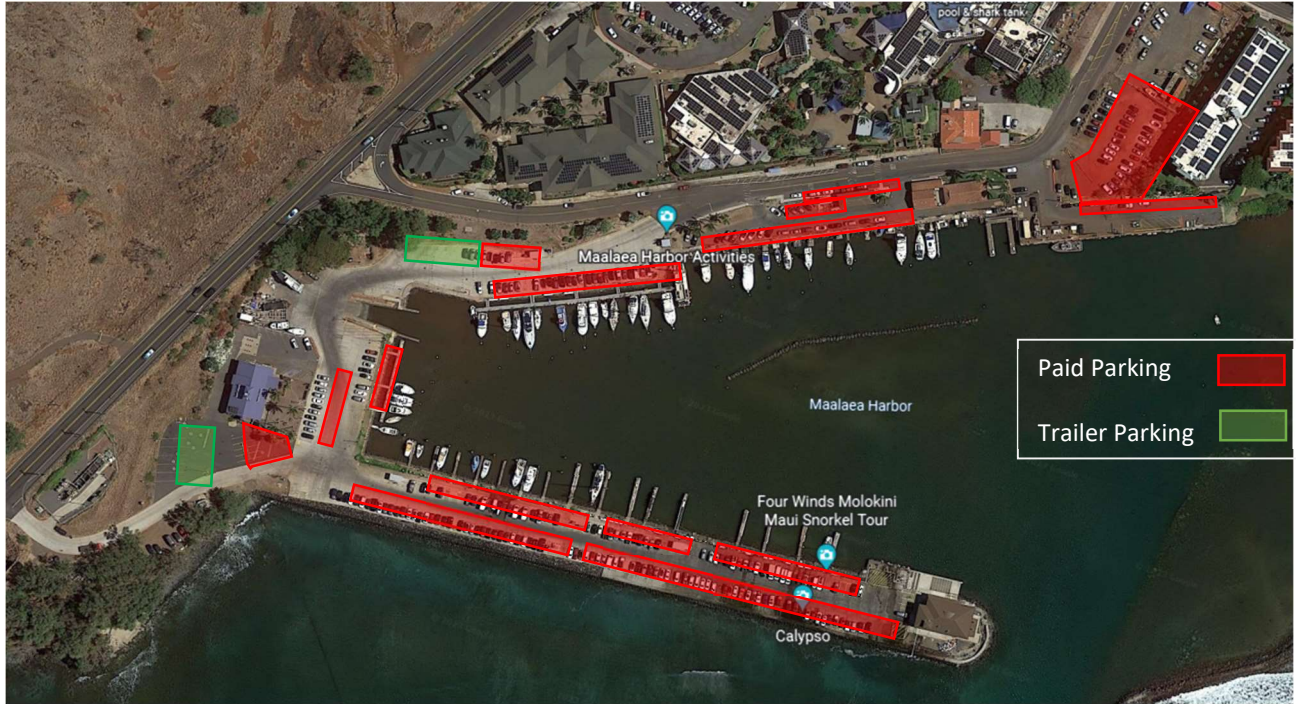


Exhibit A-2

Maalaea Small Boat Harbor Pay Station Locations

