

**SECOND CALL FOR BEST AND FINAL OFFERS**

**HONOLULU AUTHORITY FOR RAPID TRANSPORTATION**

**HONOLULU RAIL TRANSIT PROJECT**

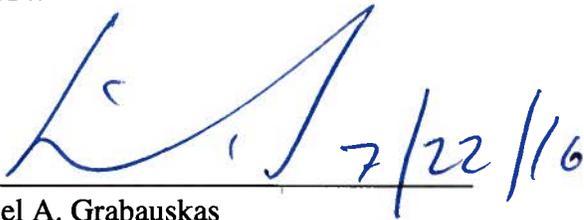
**COMPLEX REAL PROPERTY NEGOTIATIONS AND LITIGATION SUPPORT**

**RFP No. RFP-HRT-956114**

**ISSUED: July 22, 2016**

**NOTICE TO PRIORITY-LISTED OFFERORS**

Pursuant to Section 4.8 of the Instructions to Offerors (ITO), Priority-Listed Offerors are invited to submit their second Best and Final Offers in accordance with the attached Addendum No. 3, which is hereby made a part of the above-referenced Request for Proposals No. RFP-HRT-956114.



Daniel A. Grabauskas  
Executive Director and CEO  
Honolulu Authority for Rapid Transportation

HONOLULU AUTHORITY FOR RAPID TRANSPORTATION  
CITY AND COUNTY OF HONOLULU

ADDENDUM NO. 3

REQUEST FOR PROPOSALS NO. RFP-HRT-956114

**SECOND CALL FOR BEST AND FINAL OFFERS**

**NOTICE TO PRIORITY-LISTED OFFERORS:**

This Addendum is hereby made a part of the Request for Proposals RFP-HRT-956114 (RFP) for the HONOLULU RAIL TRANSIT PROJECT (HRTTP), COMPLEX REAL PROPERTY NEGOTIATIONS AND LITIGATION SUPPORT.

1. **Call for Best and Final Offerors**

Pursuant to Section 4.8 of the Instructions to Offerors (ITO), Priority-Listed Offerors are invited to submit their second Best and Final Offers (BAFO2).

Offerors shall identify, describe, and attach any additional materials and/or substantive changes made to their previous proposal in a transmittal letter accompanying their BAFO Proposal. Offerors should use this opportunity to correct any weaknesses, minor irregularities, errors, and or deficiencies.

The Priority-Listed Offerors must submit a signed original and four (4) copies of their BAFO Proposal no later than **2:00 p.m. Hawaii Standard Time on July 27, 2016** to:

Attn: Procurement Division  
Honolulu Authority for Rapid Transportation  
1099 Alakea Street, Suite 1700  
Honolulu, Hawaii 96813

If a Priority-Listed Offeror does not submit a BAFO Proposal by the above deadline and has not submitted a notice of withdrawal, then the Priority-Listed Offeror's previous submission shall be evaluated as its BAFO Proposal. Submittals by facsimile are not acceptable.

2. **Instruction to Offerors (ITO), Section 1.2, Complex Real Property Negotiations and Litigation Support Contract Description**

ITO Section 1.2 shall be deleted in entirety and replaced with the following:

The selected Offeror (or "Contractor") will provide legal services in support of HART's real property acquisition, whether by negotiations or eminent domain,

and any claims or litigation arising out or related to real property acquisition as they relate to the Honolulu Rail Transit Project (H RTP).

Specifically, the awarded Offeror will, without limitation:

- a) Provide legal advice and strategy to HART on issues arising out of potential and on-going eminent domain and related actions regarding the parcels of property identified by HART including, but not limited to, transactions and claims associated with real property owned by Howard Hughes Corporation;
- b) As requested, represent HART as counsel in eminent domain litigation and related matters and provide support services for other potential or on-going eminent domain and related matters, including providing expert witness services;
- c) As requested, represent HART as counsel in contractual and/or tortious litigation as related to real property and provide support services for on-going contractual and/or tortious matters; and
- d) Provide any other services related to land acquisition, including eminent domain matters, as needed when directed by HART.

The selected attorney/firm acknowledges that they shall be prohibited from representing other clients whose interests are adverse to that of HART, or whose case(s) requires filing any form of litigation against HART, without HART's consent in writing, provided through the City and County of Honolulu's Department of the Corporation Counsel. In accordance with Hawaii Rules of Professional Conduct, HART's consent to a waiver of a conflict of interest shall be done on a case-by-case basis, as the conflict arises. This shall be the sole manner in which a conflict waiver will be granted. HART will not provide or grant an advance waiver of conflict for future unknown conflicts. Any inclusion of a request for a waiver of future unknown conflicts, or language that HART agree to the Offeror's form of advance conflict waiver, which HART deems as a request for waiver of future unknown conflicts, in the proposal shall be deemed a conditioned proposal and shall be basis for rejection.

Because the timing and level of effort required to perform the Work cannot be determined in advance, the Work will be assigned by Task Orders. The scope, budget and schedule for Work performed under this Contract will be assigned and negotiated through stand-alone Task Orders. There is no guarantee of any specific work or specific type of work described in Appendix A. The Contractor must be prepared and equipped to provide its services. Notwithstanding the above, the Contractor is guaranteed Task Orders in a cumulative amount of at least TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00). The Maximum Amount of Task Orders issued under this Contract shall not exceed SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$600,000.00).

3. ITO – Exhibit 14 (Certificate Regarding Conflict of Interest)

ITO Exhibit 14 is deleted in its entirety and replaced with the attached ITO Exhibit 14 (Rev. 1, July 19, 2016).

4. Special Provisions – Appendix A (Scope of Work)

Appendix A to the Special Provisions is deleted in its entirety and replaced with the attached ITO Exhibit 6 (Rev. 1, July 19, 2016).