



State of Hawai‘i

REQUEST FOR PROPOSALS

RFP NO. KKL 2020-13

FOR

VEGETATION AND ROAD MAINTENANCE SERVICES

AT KŪKANILOKO

ISSUED DATE: SEPTEMBER 21, 2020

DUE DATE: OCTOBER 26, 2020, 2:00 p.m. HST

The Office of Hawaiian Affairs

560 N. Nimitz Highway, Suite 200

Honolulu, Hawai‘i 96817

Notice to Interested Parties: Offerors interested in submitting a proposal are encouraged to register your company by completing the Registration Form and submitting it to the OHA’s RFP Coordinator via email at charmainem@oha.org. If you do not register your company, you will not receive addenda, if any, and your offer may be rejected and not considered for award. See Attachment 2 – RFP Registration Form.

Notice to Offerors
(Chapter 103D, Hawai‘i Revised Statutes)

REQUEST FOR PROPOSAL (“hereinafter “RFP”) No. RFP KKL 2020-13

Notice is hereby given that pursuant to Chapter 103D, Hawaii Revised Statutes, as amended, (hereinafter “HRS”), the Office of Hawaiian Affairs (hereinafter “OHA”) will be accepting proposals from qualified firms to provide services in vegetation and road maintenance at OHA owned lands in Wahiawa.

This RFP may be downloaded from either the State Procurement Office (hereinafter “SPO”) website at <https://hands.ehawaii.gov/hands/opportunities> and the OHA website at www.oha.org/solicitations beginning Monday, September 21, 2020. Offerors must have experience with vegetation and road maintenance and have knowledge of native Hawaiian plants.

Proposals shall be submitted via email to charmained@oha.org by 2:00 p.m. Hawaii Standard Time (hereinafter “HST”), Monday, October 26, 2020. The official time will be that which the email is received by OHA.

The OHA reserves the right to reject any and all proposals and to accept any proposal in whole or in part when in the best interest of the OHA and the State. Questions relating to this solicitation will be directed to the RFP Coordinator, Ms. Charmaine Matsuura, Procurement Lead Specialist, at charmained@oha.org.

OFFICE OF HAWAIIAN AFFAIRS

Sylvia M. Hussey, Ed.D
Ka Pouhana, Chief Executive Officer

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Section 1 – Administrative Overview

I. Authority

In 1978, the Article XII of the State of Hawai‘i Constitutional Convention established the Office of Hawaiian Affairs (hereinafter “OHA”) to address the historical injustices and challenges arising out of those circumstances. Chapter 10 of the Hawai‘i Revised Statutes, as amended, outlines the OHA’s duties and purposes, including promoting and protecting the rights of Native Hawaiians.

The OHA is a semi-autonomous public agency of the State of Hawai‘i, focused on strategic foundations of ‘ohana, mo‘omeheu, and ‘āina, and strategic directions of educational pathways, economic stability, quality housing, and health outcomes. The OHA’s mission is “To mālama (protect) Hawai‘i’s people and environmental resources and the OHA’s assets toward ensuring the perpetuation of the culture, the enhancement of lifestyle, and the protection of entitlements of Native Hawaiians while enabling the building of a strong and healthy Hawaiian people and nation, recognized nationally and internationally.”

The OHA seeks to competitively procure services for vegetation and road maintenance at OHA owned lands in Wahiawa.

A determination has been made that the OHA is unable to secure these services through a low bid process. Factors included in the determination are: 1) price is not the primary consideration in determining an award; 2) the resulting Contract may need to be other than a fixed price type; 3) the specifications for the services cannot be sufficiently described through low bid process; 4) oral or written discussion need to be conducted with Offeror concerning their proposals; 5) Offerors may need to revise their proposal, including price; and 6) the award needs to be based on a comparative evaluation in order to determine the most advantageous offering to the OHA. To that end, a low bid process is not practicable.

This RFP is issued under the provisions of Chapter 103D, HRS, as amended, and its related administrative rules. Offerors are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any Offeror will constitute admission of such knowledge on the part of such Offeror.

II. RFP Organization

This RFP is organized into five (5) sections:

Section 1: Administrative Overview – Provides Offeror with an overview of the procurement and contracting process.

Section 2: Scope of Services – Provides Offeror with a general description of the tasks to be performed, delineates Offeror’s responsibilities, and defines deliverables as applicable.

Section 3: Proposal Form and Instruction – Describes the required format and content for the proposal.

Section 4: Proposal Evaluation & Award – Describes how proposals will be evaluated.

Section 5: Attachments

III. Contracting Office

The Contracting Office is responsible for overseeing the procurement and issuing the Contract resulting from this RFP. The Contracting Office is:

Office of Hawaiian Affairs
Procurement Services Program
560 North Nimitz Highway, Suite 200
Honolulu, Hawai‘i 96817 Telephone: 594-1888

The RFP Coordinator or his/her designated representative is listed below:

Charmaine Matsuura
Office of Hawaiian Affairs
Procurement Services Program
560 North Nimitz Highway, Suite 200
Honolulu, Hawai‘i 96817
Telephone: (808) 594-0273 Email: charmainem@oha.org
Fax: (808) 594-1863

The OHA reserves the right to change the RFP Coordinator without prior written notice.

The Legacy Land Program is the program responsible for administering and monitoring the Contract. The designated OHA’s designated Contract Administrator or his/her designated representative is responsible for monitoring the activities performed under the Contract and is identified as:

Brutus La Benz
Office of Hawaiian Affairs
560 North Nimitz Highway, Suite 200
Honolulu, Hawai‘i 96817

Any changes to the OHA’s Contract Administrator or his/her designated representative will be provided in writing to the Offeror. The OHA reserves the right to make the changes to the OHA’s Contract Administrator.

Once the Offeror has received the Notice to Proceed, all communications regarding approvals, reports, and requests shall be directed to the OHA’s Contract Administrator.

IV. Terms and Acronyms

BAFO	Best and Final Offer
BOT	Board of Trustees
CEO	Chief Executive Officer
COGS	Certificate of Good Standing
CPO	OHA Chief Procurement Officer
DCCA	Department of Commerce and Consumer Affairs
FY	Fiscal Year
GET	General Excise Tax
HAR	Hawai‘i Administrative Rules
HCE	Hawai‘i Compliance Express
HOPA	Head of Purchasing Agency
HRS	Hawai‘i Revised Statutes
HST	Hawai‘i Standard Time
KP	Ka Pouhana/Chief Executive Officer
Kūkākūkā	Discussion
OHA	Office of Hawaiian Affairs
RFP	Request for Proposals
STATE	State of Hawai‘i, including its department, agencies, and political subdivisions
SOP	Standard Operating Procedures
SPO	State Procurement Office
TMK	Tax Map Key
USPS	United States Postal Service

V. Procurement Timeline

Activity	Scheduled Dates
Release of Request for Proposal	Monday, September 21, 2020
Due Date to Submit RFP Registration Form	Wednesday, September 30, 2020, 2:00 p.m. HST
Date of Site Visit	Due to COVID to be scheduled directly with interested Offerors
Due Date to Submit Written Inquiries	October 9, 2020
OHA’s Response to Written Inquiries	October 12, 2020
Proposal Due Date/Time	Monday, October 26, 2020 2:00 p.m. HST
Proposal Evaluation	October 26, 2020 to October 31, 2020
Discussion with Priority Listed Offerors (if necessary)	TBD
Best and Final Offer (if necessary)	TBD
Notice of Award	November 2020
Contract Execution	November 2020
Start of Services	November 2020

The OHA reserves the right to amend or revise the timetable without prior written notice when it is in the best interest of the OHA. All times indicated are Hawai'i Standard Time. If a component of this schedule is delayed, the rest of the schedule may be shifted accordingly.

VI. Site Visit

Due to COVID-19, the date and time of a site visit is still to be determined. As soon as it is confirmed, notification will be sent out. If you are interested in submitting a proposal and be notified, please submit the RFP Registration Form to charmainem@oha.org. See Attachment 2. We are requesting all Offerors who plan to attend the site visit to take measures that adhere to the following: wear a face covering, stay at least six (6) feet apart from other people, and limit to only one representative. Please submit the RFP Registration Form no later than Wednesday, September 30, 2020, 2:00 p.m. HST.

VII. Submission of Questions

Offerors may submit questions to the RFP Coordinator at charmainem@oha.org. The deadline for submission of written questions will be determined when the site visit is scheduled. All written questions will be responded to in an addendum to this RFP and posted to the OHA’s website and the SPO website no later than the “OHA’s Response to Written Inquiries” date identified in Section 1. Item V. Procurement Timeline.

The only official position of the OHA is that which is stated in writing and issued in this RFP and/or as addenda to this RFP. No other means of communication, whether oral or written, will be construed as a formal or official response/statement and may not be relied upon as such.

VIII. Submission of Sealed Proposal

- A. Form/Formats. Proposal forms and formats such as for the price proposal are included in Section 5- Attachments to this RFP.
- B. Proposal Submittal. Proposals must be submitted via email to charmainem@oha.org by the date and time designated in this RFP. Any proposals received after the designated date and time will be rejected.
- C. Pre-opening Modification or Withdrawal. All proposals may be modified or withdrawn prior to the deadline for submittal by written notice to modify or withdraw the proposal. All requests for modification will be sealed, accompanied by the actual modification to the proposals, and signed by an authorized signatory.

The written request must be submitted to charmainem@oha.org. Modifications and/or withdrawals will be clearly marked as such and must be received by the OHA no later than 2:00 p.m. HST, October 19, 2020.

- D. Wages and Labor Law Compliance. Prior to entering into a Contract in excess of \$25,000, an Offeror will certify that it complies with section 103-55, HRS, as amended, entitled Wages, hours, and working condition of employees of contractors performing services. Section 103-55, HRS, provides that the services to be performed will be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Offerors are further advised that in the event of an increase in wages for public employees performing similar work during the period of the Contract, the Offeror will be obligated to provide such increased wages.

Offerors will complete and submit the attached Wage Certificate certifying that the services required will be performed pursuant to section 103-55, HRS. See Attachment 5 – Wage Certificate.

The Offeror will be further obligated to notify his/her employees performing work under this Contract regarding the provisions of section 103-55, HRS, and current wage rates for public employees performing similar work. The Offeror may meet this obligation by posting a written notice to this effect in the Offeror's place of business in an area accessible to all employees.

Offerors are strongly encouraged to account for salary increases as posted by the State of Hawai'i Department of Human Resources Development (hereinafter "DHRD"). The OHA will consider requests for increases as a result of wage increases to public officers and employees during the Contract period or any option period that is not published. At the release of this solicitation, the effective wages

through January 1, 2020 for state employees performing similar work have been published by the DHRD.

If wages increase after the execution of the Contract, the Offeror may request an increase in Contract price in order to correspondingly increase the wages of the Offeror's employees performing the work, including any increase in costs for benefits required by law that are automatically increased as a result of increased wages, such as federal old-age benefits, workers' compensation, temporary disability insurance, unemployment insurance, and prepaid health insurance.

The Offeror will not be paid for any reimbursement of retroactive pay negotiated by the State. The Offeror's request for the increase must meet the following criteria:

1. At the time of the offer, if the Offeror's hourly wage rate is greater than the prevailing State wage, the Offeror's requests for increase will not be considered.
2. At the time of the request, the Offeror must or must have provided documentation to show that it is in compliance with section 103-55, HRS (i.e., its employees are being paid no less than the known wage rates of a State position). Documentation will include the employee's payroll records and a statement that the employees are being utilized for this Contract.
3. Request for an increase must be made in writing to the OHA on a timely basis as follows:
 - a. Request for increase for the initial Contract period must be made as soon as practicable after the State wage agreements are made public. Approved requests will be retroactive to the date of increase for the State employees with adequate documentation that the Offeror provided its employees a wage increase.
 - b. To obtain the current wage information, download the information from the Department of Human Resources Development's website at the following address:

<https://dhrd.hawaii.gov/state-employees/classification-and-compensation/>

It is the sole responsibility of the Offeror to comply with section 103-55, HRS, as applicable.

Confidential Information. If an Offeror believes that any portion of a proposal contains information that should be withheld as confidential, the Offeror will request in writing nondisclosure of such information and provide justification to support the designation of confidentiality. Such information will accompany the proposal, be clearly marked, and will be readily separable from the proposal documents to

facilitate the eventual public inspection of the non-confidential section of the proposal documents. Note the price and the provisions of the minimum required services are not considered confidential and will not be withheld.

Offerors who choose to identify portions of their proposal as confidential will be responsible to ensure that the minimum services are not included. The OHA will not make any determination of confidentiality for the Offeror.

If the proposal is marked confidential in its entirety, the OHA Procurement Services Program will not make a determination of confidentiality and will refer any request for information to the OHA Corporate Counsel and/or the State's Office of Information Practices.

- E. Exceptions. Offerors will list any exceptions taken to the terms, conditions, specifications, or other requirements listed herein. Offerors must reference the RFP section where the exception is taken and provide a description of the exception taken and any proposed alternative. The OHA will retain the right to grant exceptions to discretionary policies. Request for exceptions from State, Federal, or local laws will not be approved.

IX. Discussions with Offerors Prior to Proposal Submissions

Discussion may be conducted with the Offeror to promote understanding of the OHA's requirements.

X. Opening of Proposals

The date and time recorded for the receipt of any proposals by the OHA, any modification to proposals, and withdrawals of proposals will be the date and time of receipt of the email by the OHA. All documents received will be held in a secure place by the OHA and will not be examined for evaluation purposes until the submittal deadline. The procurement file will be open to public inspection after a contract has been awarded and executed by all parties. Proposals will not be opened at a public proposal opening.

XI. Additional Materials and Documentation

Proposal samples or descriptive literature should not be submitted unless specifically requested within the RFP. Offerors may include up to five (5) pages of documentations, literatures, samples, or brochures of related services, which demonstrates experiences to related executive recruitment services.

XII. RFP Amendments

The OHA reserves the right to amend this RFP at any time prior to the proposal submission deadline. Offerors will be notified of the availability of amendments through

verbal or written communications. All amendments to this RFP will be posted to the SPO website <https://hands.ehawaii.gov/hands/admin/search> and to the OHA website www.oha.org/solicitations.

XIII. Additional Terms and Conditions

The OHA reserves the right to add terms and conditions during contract negotiation and discussions. These terms and conditions may be applicable to the scope of the RFP and will not affect the proposal evaluation.

XIV. Trade Secrets/Confidential Information

If an Offeror believes that any portion of their proposal contains information that should be withheld as confidential, the Offeror will provide a written request for nondisclosure of such information to be kept confidential and provide justification to support confidentiality. Such information will accompany the proposal, will be clearly marked, and will be readily separable from the proposal packet to facilitate eventual public inspection of the non-confidential sections of the proposal packet. Note that price is not considered confidential and will not be withheld.

XV. Intellectual Property Rights

The OHA reserves the right to unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive licenses to use, modify, reproduce, perform, release, display, create derivative works from the work product, and to disclose the work product, and to transfer the intellectual property to third parties for the OHA's purposes.

The Offeror understands that the information obtained from these efforts is the sole property of the OHA, that any use of the information must be approved by the OHA, and that any information and all materials used to complete the project will be returned to the OHA.

XVI. Cancellation of the Request for Proposals

The RFP may be canceled and any or all proposals rejected in whole or in part, without liability to the OHA, when it is determined to be in the best interest of the OHA.

XVII. Costs for Proposal Preparation and Verification

Any costs incurred by the Offeror in preparing or submitting a proposal are the Offeror's sole responsibility. Any cost incurred by the prior to the execution of a Contract is not eligible for reimbursement.

Costs incurred in connection with the review, inspection and verification of information provided in the RFP will be the Offeror's sole responsibility.

Offerors will ensure that the OHA is provided with the written authorization(s) necessary to verify information provided in the Offeror's proposal.

XVIII. Mistakes in Proposals

While Offerors are bound by their proposals, circumstances may arise where a correction or withdrawal of a proposal is proper. An obvious mistake in a proposal may be corrected, withdrawn, or waived by the Offeror to the extent that it does not conflict with the best interest of the OHA or to the fair treatment of other Offerors. Mistakes in proposals will be handled as provided for in Section 3-122, HAR.

XIX. Rejection of Proposals

The OHA reserves the right to consider as acceptable and responsive only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the problems involved and comply with the service specifications. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be rejected without further notice.

A proposal may be automatically rejected for any one (1) or more of the following reasons:

1. Cancellation of solicitations and rejection of offers (HAR §3-122-95);
2. Cancellation of solicitation (HAR §3-122-96);
3. Rejection of offers (HAR §3-122-97);
4. Reporting of anti-competitive practices (HAR §3-122-191 to §3-122-196);
5. Rejection for inadequate accounting system (HRS §103D-314(2));
6. Late proposals (HAR §3-122-16.08);
7. Proposal not responsive (HAR §3-122-97(b) and HAR §3-122-97(c)); and
8. Offer not responsible (HAR §3-122-97(b) and HAR §3-122-97(c)).

XX. Notice of Award

Any Contract arising out of this solicitation is subject to the approval by the Line of Business Director as to content, the OHA's Corporate Counsel as to form, and subject to the approval by the OHA's Chief Executive Officer (hereinafter "CEO") or designated signing authority. The CEO, Ka Pouhana (hereinafter "KP"), Head of Purchasing Agency (hereinafter "HOPA") are all one and the same and will be referred to as the "CEO".

The award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the OHA based on the evaluation criteria. The award shall be based on placement fees that are calculated on the percentage of the employee's annual compensation as agreed upon employment. The Offeror will receive a Notice of Award which will indicate that the Offeror has been selected to provide the services under this RFP.

No work is to be undertaken by the Offeror prior to the commencement date specified on the Notice to Proceed. The OHA is not liable for any work, contract, costs, expenses, loss of profits, or any damage whatsoever incurred by the Offeror prior to the official starting date specified in the Notice to Proceed.

Pursuant to section 3-122-112, HAR, Responsibility of Offeror, the Offeror will produce documents to the Procurement Officer to demonstrate compliance with this section. The Offeror receiving the award will be required to enter into a formal written Contract with the OHA. The General Conditions of the Contract are attached, and minimum service specifications are included herein. See Attachment 11 - OHA-2018 103D General Conditions Revised April 21, 2020.

XXI. Protests

Pursuant to sections 103D-701, HRS, as amended, and 3-126-4 HAR, an actual or prospective Offeror who is aggrieved in connection with the solicitation or award of a Contract may submit a protest. An actual or prospective Offeror may protest the solicitation or award of services only for a serious violation of procurement policies and operational procedures. Only the following matters may be protested:

1. A state purchasing agency's failure to follow procedures established by Chapter 103D, HRS, as amended.
2. A state purchasing agency's failure to follow any statute established by Chapter 103D, HRS, as amended.
3. A state purchasing agency's failure to follow any procedure, requirement, or evaluation criterion in a request for proposals issued by the state purchasing agency.

The Notice of Protest shall be emailed to charmainem@oha.org conducting the protested procurement and the Procurement Officer who is conducting the procurement as indicated below within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto.

Provided that a protest based upon the content of the solicitation will be submitted in writing prior to the date set for receipt of offers, a protest of an award or proposed award will be submitted within five (5) days after the posting of award of the Contract. Deliveries from other than USPS will be considered hand deliveries and considered submitted on the date of actual receipt by the OHA. Any notice of award letter(s), resulting from this solicitation will be posted on the Procurement Reporting System on the State Procurement Office website at <https://hands.ehawaii.gov/hands/opportunities> and the OHA website at www.oha.org/solicitations.

Head of OHA Contracting Office	Procurement Officer
Name: Sylvia M. Hussey, Ed.D.	Name: Nietzsche Ozawa
Title: Ka Pouhana, Chief Executive Officer	Title: Interim Procurement Manager
Mailing: Office of Hawaiian Affairs Address: 560 North Nimitz Highway, Suite 200 Honolulu, Hawai'i 96817	Address: Office of Hawaiian Affairs 560 North Nimitz Highway, Suite 200 Honolulu, Hawai'i 96817

XXII. Availability of Funds

The award of a Contract and any allowed renewal or extension thereof, are subject to the availability and allotment of the OHA funds, State and/or Federal funds.

XXIII. Monitoring and Evaluation

The Offeror's performance under the Contract will be monitored and evaluated by the OHA Contract Administrator or his/her designated representative, the OHA auditor, and/or other designated representatives.

Failure to comply with all material terms of the Contract may be cause for suspension or termination as provided in the General Conditions. The Offeror may be required to submit additional written reports, including a corrective action plan, in response to monitoring conducted by the OHA. These additional reports will not be considered a change to the scope of work and will continue for a duration of time as deemed necessary by the OHA.

XXIV. General and Special Conditions of Contract

The General Conditions that will be imposed contractually are included as an attachment. See Attachment 11 - OHA-2018 103D General Conditions Revised April 21, 2020.

Special Conditions may be imposed by the OHA. The OHA reserves the right to make appropriate modifications to the quantity of items or reporting requirements contingent upon unforeseen conditions.

XXV. Cost Principles

The OHA will utilize standard cost principles from section 3-123, HAR, which are available on the SPO website. Nothing in this section will be construed to create an exemption from any cost principle arising under State and Federal laws.

XXVI. Campaign Contributions by State and County Contractor Prohibited

If awarded a Contract in response to this solicitation, the Contractor agrees to comply with Chapter 11, §11-355, HRS, which states that campaign contributions are prohibited from a State and County government contract during the term of the Contract if the Contract is paid with fund appropriate by the legislative body between the execution of the Contract through the completion of the Contract.

(END OF SECTION)

Section 2 – Scope of Services

I. Information

- A. Kūkaniloko is known to be the birthplace of the most sacred Ali‘i to the Pae ‘Āina o Hawai‘i. It is believed to be the location of a Chiefly Center where the arts and sciences were taught to enable the kinship management of the Pae ‘Āina, a traditional system of resource management and governance that symbiotically endured for generations. It is also believed to be a pu‘uhonua or place of refuge at one point in time. It is a place that is known to be the source of considerable mana (Supernatural or divine power), a place of spirituality, and recognized by many to be the piko (navel) of O‘ahu and arguably the Pae ‘Āina.

The Kūkaniloko Birthing Stones have been on the National Register of Historic Places since 1973 and approximately five (5) acres (TMK: 7-1-001:048) has been set aside as a buffer zone for the stones. This five (5) acre parcel is now known as the Kūkaniloko Birthstones State Monument. This monument is currently under the jurisdiction of the State of Hawai‘i’s State Parks Division within the DLNR and the OHA has a Right of Entry Agreement with the DLNR for the management of the parcel. The DLNR has been working on transferring the parcel to the OHA via Executive Order, but the transaction has not yet been completed.

In 2012 the OHA acquired the five hundred eleven (511) acres, a portion of a much larger land holding, formerly known as the Galbraith Estate. The acreage that the OHA acquired surrounds the five (5) acre parcel and is bound by Kamananui Road to the North West, Kaukonahua Road to the North, Kamehameha Highway to the North East, and Kaukonahua Stream and Lake Wilson to the South located on the Mokupuni of O‘ahu, Moku of Waialua, and Ahupua‘a of Kamananui. The five hundred eleven (511) acres consists of the following TMKs: 7-1-001:045, 046, 047, 049, and 050. The OHA acquired these parcels for the primary purposes as follows:

1. To protect Kūkaniloko by providing a buffer against future incompatible development in the area;
2. To explore the development of compatible agricultural uses and other programmatic initiatives; and
3. To contribute to Hawai‘i’s food self-sufficiency, preservation of open space and watershed lands and overall community planning goals for central O‘ahu.

B. Funding source and period of availability

Funds are subject to the biennial budget as approved by the OHA Board of Trustees and/or allocation by the Governor and State Legislature. Funding and period of availability may change upon written notice by the OHA.

It is understood that the Contract will not be binding unless the OHA can document that there is an available and unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the Contract. Any Contract entered into as a result of this RFP is binding only to the extent that funds are certified as available and allocated and received by the OHA. The availability of funds in excess of the amount certified as available shall be contingent upon future appropriations or special fund revenues.

It has been determined that there are sufficient funds to pay for the initial term of the Contract and the funds necessary for the remaining terms of the Contract are likely to be available from the OHA. Pursuant to Chapter 103D-315, HRS, as amended, the OHA reserves the right to cancel the Contract when future funds are not available to support continuation of performance in subsequent Contract periods. Nothing in this RFP shall be interpreted to mean that the OHA shall be liable to pay for services provided.

II. General Requirements

A. Qualifying Requirements

1. The Offeror will comply with section HRS §103D-601, as amended, entitled Cost Principles Rules Required.
2. The Offeror must have no outstanding balances owing to the OHA. Exception may be granted by the CEO of the OHA for debts recently acquired and for debts for which a repayment plan has been approved by the CEO of the OHA.
3. Offerors are advised that if awarded a Contract, the Offeror must furnish proof of compliance with the requirements of Section §3-122-112, HAR.
 - a. Chapter 237, General Excise Tax Law;
 - b. Chapter 383, Hawai'i Employment Security Law;
 - c. Chapter 386, Workers' Compensation Law;
 - d. Chapter 392, Temporary Disability Insurance;
 - e. Chapter 393, Prepaid Health Care Act; and
 - f. Certificate of Good Standing (hereinafter "COGS") for entities doing business in the State.

4. Be registered and incorporated or organized under the laws of the State of Hawai‘i (hereinafter “Hawai‘i business”).

The Offeror(s) will be one (1) of the following:

- a. Hawai‘i business: A business entity referred to as a “Hawai‘i business” is registered and incorporated or organized under the laws of the State of Hawai‘i. As evidence of compliance, the Offeror will submit a CERTIFICATE OF GOOD STANDING issued by the Department of Commerce and Consumer Affairs Business Registration Division (hereinafter “DCCA”). A Hawai‘i business doing business as a sole proprietorship is not required to register with the DCCA, and therefore not required to submit the certificate. An Offeror’s status as sole proprietor or other business entity and its business street address will be used to confirm that the Offeror is a Hawai‘i business.
- b. Be registered to do business in the State of Hawai‘i (hereinafter “compliant non-Hawai‘i business”).

Compliant non-Hawai‘i business: A business entity referred to as a “compliant non-Hawai‘i business,” is not incorporated or organized under the laws of the State of Hawai‘i, but is registered to do business in the State. As evidence of compliance, the Offeror will submit a CERTIFICATE OF GOOD STANDING.

5. Business Office

The Offeror will have, at a minimum, a telephone number and electronic mail address from which it conducts business and be accessible by telephone from 8:00 a.m. to 5:00 p.m. HST, for meetings, teleconferences, video conferences, concerns or requests that need immediate attention. An answering service is not acceptable. An office location, telephone number and electronic mail address will be identified in the Offerors’ proposal.

6. Certificate of Eligibility

The Offeror will demonstrate compliance with the following:

- a. Tax Clearance Form A-6;
- b. Department of Labor and Industrial Relation, Applications for Certificate of Compliance Form LIR#27; and

- c. Certificate of Good Standing issued by the DCCA and the Hawaii Compliance Express (hereinafter “HCE”), which allows businesses to register online through a simple wizard interface at:

<https://vendors.ehawaii.gov/hce/splash/welcome.html>

The HCE provides the applicant with a “Certificate of Vendor Compliance” with current compliance status as of the issuance date, accepted for both contracting purposes and final payment. Business that elect to use the new HCE services will be required to pay an annual fee of \$12.00 to the Hawai‘i Information Consortium, LLC (hereinafter “HIC”).

7. Indemnification

The Offeror will defend, indemnify, and hold harmless the State of Hawai‘i, the OHA, its elected and appointed officials, officers, agents and employees, from and against all liability, loss, damage, cost, and expense, including attorneys’ fees, and all claims, suits, and demands arising out of or resulting from the acts or omission of the Offeror or the Offeror’s officers, employees, agents or subcontractors.

8. Insurance Requirements

To be eligible for award, the Offeror agrees to acquire insurance from an insurance carrier or carriers licensed to conduct business. Within fifteen (15) days prior to the Contract start date, the Offeror will furnish to the Contracting Office a valid certificate(s) of insurance as evidence of the existence of the following insurance coverage in the amount not less than the amounts specified. The insurance must be maintained in full force and effect throughout the entire performance period. Failure to maintain the required insurance is considered a material default of the Contract.

a. Commercial General Liability Insurance

Commercial general liability insurance coverage against claims for bodily injury and property damage arising out of all operations, activities, or contractual liability by the Offeror, its employees, and subcontractors during the term of the Contract.

This insurance will include the following coverage and limits specified or required by any applicable law:

- i. Bodily injury and property damage coverage with a minimum of \$2,000,000 per occurrence;
- ii. Personal and advertising injury of \$1,000,000 per occurrence; and
- iii. Completed Operations aggregate limit of \$2,000,000.

The commercial general liability policy will be written on an occurrence basis and the policy will provide legal defense costs and expenses in addition to the limits of liability stated above. The Offeror will be responsible for payment of any deductible applicable to this policy.

b. Personal Injury Liability

- i. \$1,000,000 Completed Operations aggregate limit
- ii. \$1,000,000 Personal & Advertising limit

c. Umbrella Liability

- i. \$2,000,000 for general aggregate

d. Automobile Insurance

Automobile liability insurance covering all owned, non-owned, leased, and hired vehicles with a minimum of \$1,000,000 for bodily injury for each person, \$1,000,000 for bodily injury for each accident, and \$1,000,000 for property damage for each accident OR \$2,000,000 combined single limit.

e. Workmen's Compensation Coverage

The policy will include coverage required by the State of Hawai'i and to include Employers Liability with limits of \$500,000 bodily injury by accident each accident, \$500,000 bodily injury by disease policy limit, and \$500,000 bodily injury by disease each employee.

Such coverages shall apply to all employees of the CONTRACTOR and to all employees of sub-contractors (in case any sub-contractor fails to provide adequate similar protection for all its employees). Worker's Compensation must be issued by an admitted carrier authorized to do business in the State of Hawai'i.

f. Professional Liability Insurance (Errors and Omissions)

Professional liability insurance policy will be maintained with a limit of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate

which will provide for losses as a result of the Offeror's negligent acts, errors or omissions.

- g. The Certificate of Insurance for the required insurance coverages is required prior to commencement of services. The insurance policy required by this Contract will contain the following clauses:
 - i. "This insurance shall not be canceled, limited in scope of coverage of non-renewed until after 30 days written notice has been given to the Offeror of Hawaiian Affairs, 560 North Nimitz Highway, Suite 200, Honolulu, Hawai'i 96817."
 - ii. "The Office of Hawaiian Affairs, its trustees, employees, representatives and agents and the State of Hawai'i are added as additional insureds as respects to operations performed for the Office of Hawaiian Affairs."
 - iii. "It is agreed that any insurance maintained by OHA will apply in excess of, and not contribute with, insurance provided by this policy."

The minimum insurance required shall be in full compliance with the Hawai'i Insurance Code throughout the entire term of the Contract, including all Supplemental Contracts.

Upon execution of the Contract, the Offeror agrees to deposit with the OHA, a valid certificate(s) of insurance necessary to satisfy the OHA that the insurance provision of this Contract have been complied with and to keep such insurance in effect and the certificate(s) on deposit with the OHA during the entire term of this Contract. Upon request of the OHA, the Offeror will be responsible for furnishing a copy of the policy or policies.

Failure of the Offeror to provide and keep in full force and effect such insurance will constitute a material default under the Contract, entitling the OHA to exercise any or all remedies provided in the Contract for default of the Offeror.

The procuring of any required policy or policies of insurance will not be construed to limit the Offeror's liability hereunder or to fulfill the indemnification provisions of the Contract. Notwithstanding said policy or policies of insurance, the Offeror will be obligated for the full and total amount of any damage, injury, or loss caused by the Offeror's negligence or neglect in the provision of services under the Contract.

The OHA is a self-insured State agency. The Offeror's insurance will be primary. Any insurance maintained by the State of Hawai'i and the OHA will

apply in excess of, and will not contribute with insurance provided by the Offeror.

The Offeror will provide written notice to the OHA of any cancellation or change in provision thirty (30) calendar days prior to the effective date of any such cancellation or change.

h. Other Additional Insurance

The Offeror may, at its own expense, obtain additional insurance coverage for further protection subject to the OHA's approval. Request for approval will include a description of the additional insurance coverage, premium and justification.

9. Minority/Women Business Participation (hereinafter "MBE/WBE")

Whenever possible, the Offeror awarded the contract agrees to subcontract with minority owned business enterprises and/or women owned business enterprises certified as such as recognized.

10. Using Best Effort to Fulfill Minority/Women Business Participation

In the event that the OHA has reasonable belief that the Offeror will not use its best efforts to meet the MBE/WBE participation goal, the OHA reserves the right to cancel the Contract in whole or in part. Best efforts may be established by demonstrating that the Offeror already is or is working towards being certified as an MBE/WBE or has contracted or solicited bid/quotes from subcontractors that are certified as MBE/WBE through the Small Business Administration.

B. Type of Contract

1. The Offeror will be required to execute a Contract for Goods and Services Based on Competitive Sealed Proposals. See Attachment 7 - Sample Contract for Goods and Services Based Upon Competitive Sealed Proposals.

The Contract will be on a reimbursement basis. All costs incurred must be supported by verifiable evidence that payment was made (e.g. invoices and/or receipts). No profit or administrative mark-up will be allowed on project reimbursable expenses, including, without limitation, postage, supplies, and travel.

Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the Offeror will execute and deliver to the OHA a Contract in such number of copies as required by the OHA.

The Offeror will be required to enter into a formal written Contract with the OHA in accordance with the laws, rules and regulations of the State of Hawai‘i. The stated requirement appearing elsewhere in this RFP will be incorporated and will become part of the terms and conditions of the Contract.

By submission of a proposal, the Offeror warrants and represents that they have read and are familiar with the contractual and service requirements set forth in the RFP and its attachments, the provisions of which are expressly incorporated into this RFP by reference.

All proposals will become the property of the OHA. The Offeror’s proposal will be incorporated in the resulting Contract by reference.

2. Subcontracting

No work or services will be subcontracted or assigned without the prior written approval of the OHA. No subcontract will under any circumstances relieve the Offeror of his/her obligation and liability under contract with the OHA. All persons engaged in performing the work covered by the Contract will be considered employees of the Offeror.

3. Contract Modification

The Contract may be modified only by a written supplemental contract signed by the OHA and the authorized signatory designated to sign contracts on behalf of the Offeror as designated in a corporate resolution, if applicable.

4. Additional Services and Fees

The Offeror and the OHA will negotiate for additional needed services and fees for work not described in the Contract but which may arise during the course of the Contract. Any agreement will be in writing, executed by all parties, and shall be attached to the Contract as a Contract amendment to expire at the same time as the original Contract or subsequent period.

5. Laws, Rules, Ordinances and Regulations

Reference to Federal, State, City and County laws, ordinances, rules and regulations and standard specifications will include any amendment thereto effective as of the date of the RFP.

6. Bonds

No performance or payment bond is required.

C. Multiple or Alternate Proposals (Refer to HAR §3-122-4)

Allowed Not allowed

D. Single or Multiple Contract to be Awarded (Refer to HRS §103D-322)

Single Multiple Single & Multiple

E. Single or Multi-Term Contract to be Awarded (Refer to HRS §103D-315)

Single term (2 years or less) Multi-term (more than 2 years)

Initial term of contract: Twelve (12) months

Length of each extension: Up to twelve (12) months; may be less than twelve (12) months when it is in the best interests of the OHA

Maximum Length of Contract: Sixty (60) months

F. Condition for Contract Extensions

The initial period will commence on the Contract start date. The following conditions must be met for an extension:

1. The Offeror experienced cost savings and has unexpended funds available that can be used to provide additional goods and services; or
2. The OHA determines there is an ongoing need for the services and has funds to extend services not to exceed twelve (12) months. Contract extensions will be awarded as agreed upon in the Primary Contract. Exceptions will be granted upon satisfactory justification such as increase in cost of goods or services; and
3. A Supplemental Contract must be executed prior to expiration of the Primary Contract; and
4. The Offeror must obtain the OHA's approval in writing.

The option to extend the Contract will be at the sole discretion of the OHA. The Contract will be extended at the same rates as proposed in the original proposal unless price adjustments are negotiated. Submission of a proposal constitutes acknowledgement of the Offeror, that the Offeror is able and willing to contract for services for the duration of the Contract period. If the Offeror is unwilling or unable to fulfill the scope of services described in the Contract, the OHA reserves the right to assign the costs of reprourement to any payment owed under the Contract. These costs may include without limitations reproduction costs, staff time, and postage.

The Offeror will provide the requested insurance information and a completed wage certificate. The Offeror will pay the State of Hawai'i general excise tax and all other applicable taxes.

G. Contract price adjustments (other than wage rate increases)

Contract price adjustments will be limited to liability and/or automobile insurance. The following conditions must be met for the OHA to consider a price adjustment:

1. The Offeror provides adequate documentation of price increase(s), such as an insurance policy statement;
2. The increase will not exceed five percent (5%) of the original price for each budget line item; and
3. The request for increase must be reasonable and there must be sufficient funding available to support the increase.

III. Contract Monitoring and Remedies

A. Monitoring

1. The satisfactory provision of goods and services will be monitored by the OHA Contract Administrator or his/her designated representative(s). Performance will be monitored on an ongoing basis by the OHA through desk monitoring, site inspection and/or other methods.
2. Should the Offeror fail to comply with the requirements of the Contract, the OHA may request a written corrective action plan, a timeline for implementation, and the responsible parties to the OHA. The OHA will monitor the Offeror for implementation of the corrective action plan. The OHA reserves the right to request regular or additional report(s) on progress towards compliance with the Contract and the corrective action plan.

3. Should the Offeror continue to fail to comply with the requirements of the Contract, the OHA reserves the right to engage the services of another to perform the services to remedy the defect or failure and to deduct such costs from monies due to the Offeror or to directly assess the Offeror.
4. In the event the Offeror fails, refuses, or neglects to perform the services in accordance with the requirements of this RFP and the Contract, the OHA reserves the right to purchase in the open market corresponding services and to deduct this cost from the monies due or that may thereafter become due to the Offeror. If monies due to the Offeror is insufficient for this purpose, the Offeror shall pay the difference upon demand by the OHA. The OHA may also utilize all other remedies provided under the Contract and/or as permitted by law.
5. In the event the Offeror is not performing the required services as contracted, the OHA reserves the right to extend the Contract for intervals of less than twelve (12) months. During this time, the OHA will monitor the Offeror's performance and/or improvement and the implementation of its corrective action plan to determine whether the OHA will continue to contract with the Offeror.

B. Termination

The OHA reserves the right to terminate the Contract without penalty for cause or convenience as provided in the General Conditions. See Attachment 11 – General Conditions, OHA-2018 103D General Conditions Revised April 21, 2020.

IV. Scope of Services

- A. All services and to whom services are to be provided shall be in accordance with this RFP, including any attachments and addenda.

The Offeror shall satisfactorily provide the following services that shall include, but may not be limited to, the following:

1. Maintenance - Firebreak Road & Berm Maintenance; Property Boundary Access and Road Maintenance; and Grass & Tree Maintenance & Road (See Exhibit 1: Project Site Map and Exhibit 2: Photo of Portion of Dirt Berms and Firebreak Road).
- a. Firebreak Road and Dirt Berm Maintenance

The Offeror shall provide the following maintenance services one (1) time per month, and as needed, as approved by the OHA. Please note that scheduling may be subject to coordination of timing with the

Hawaiian Civic Club of Wahiawa (hereinafter “Steward’s”) monthly on-site activities.

- 1) Maintain a (forty) 40 foot wide firebreak road around the five (5) acre buffer area to the Kūkaniloko Birthstones and the easement road that provides access to it, as illustrated by the red line in Exhibit 1: Project Site Map, as an effective firebreak and path for vehicular access.
- 2) Maintain the width of the Firebreak Road to extend forty (40) feet perpendicular to all points on the base of the outside edge of the dirt berm surrounding the five (5) acre Birthstones site and forty (40) feet perpendicular to all points on the inner portions of the current access road.
- 3) Maintain the vegetation on the Firebreak Road and the dirt berm by herbicide application, or machine and or hand tools, when appropriate.
- 4) “Spot spray” the Firebreak Road and the dirt berm where pockets of weed seedlings occur, with the intention of requiring less herbicide use as the Contract period advances.
- 5) Exercise **extreme caution** when spraying herbicide. There are many native Hawaiian plants growing within the five (5) acre parcel and near the dirt berms. These plants have been planted and are cared for by the Stewards who have, and continue to serve as the official site stewards of the five (5) acre parcel and Kūkaniloko Birthing Stones since the 1960’s.
- 6) Maintain the Firebreak road and dirt berm clear of any debris such as fallen branches of trees, or litter and trash. Vegetative debris may be moved to the sides of the road, however, all trash shall be removed from the site by the Offeror.
- 7) Potential for expansion: Subject to the OHA planning and availability of funds, the Offeror may be tasked to remove the dirt berms and create a firebreak that is further away from the five (5) acre parcel.

b. Property Boundary Access & Road Maintenance

The Offeror shall provide the following maintenance services one (1) time per month, and as needed, as approved by the OHA.

- 1) Maintain two (2) access points and an existing dirt road that follows the boundaries of the property in Exhibit 1: Project Site Map, and any roads transecting the parcel, as highlighted in orange.
- 2) Maintain all gravel and bollards at these two (2) access points to the property: 1) The Whitmore Cattle Gate Gravel Ingress/Egress; and 2) The Kamananui Cattle Gate Gravel Ingress/Egress by herbicide application, machine, or hand tools when appropriate. See Exhibit

1: Project Site Map designated by the yellow stars and Exhibit 3: Whitmore Cattle Gate, Whitmore Chain, Kamananui Cattle Gate, and Example of Daisy Chained Locks.

- 3) Maintain all roads at twelve (12)-feet wide and as an effective path for vehicular access.
 - a) Maintain the road by herbicide application, or machine and or hand tools, when appropriate.
 - b) “Spot spray” the road where pockets of weed seedlings occur, with the intention of requiring less herbicide use as the Contract period advances.
- 4) Maintain the access points and road clear of any debris such as fallen branches of trees, or litter and trash. Vegetative debris may be moved to the sides of the road, however, all trash shall be removed from the site by the Offeror.
- 5) The Offeror shall utilize and maintain a robust, tamper and cut resistant lock to be daisy chained to the existing OHA and contractor locks on each of the cattle gates and chain barrier (three (3) total locks) such that the lock acts as a successive link in the chain, which when locked, will not prevent OHA or its contractors from opening the cattle gate utilizing their own locks. An example of proper daisy chaining can be found on Exhibit 3: Whitmore Cattle Gate, Whitmore Chain, Kamananui Cattle Gate, and Example of Daisy Chained Locks.
 - a) Combination locks shall be used at the Whitmore Cattle Gate and the Whitmore Chain, and, both combinations shall be provided to the OHA Contract Coordinator.
 - b) Due to multiple break-ins at the Kamananui Cattle Gate, the CONTRACTOR shall utilize a heavy duty lock containing a thicker gauge shackle than those depicted on Exhibit 3: Whitmore Cattle Gate, Whitmore Chain, Kamananui Cattle Gate, and Example of Daisy Chained Locks.

c. Grass and Tree Maintenance Area and Road

The Offeror shall provide the following maintenance services one (1) time per month, and as needed, as approved by the OHA.

- 1) Maintain all invasive and non-native vegetation within the property boundaries of the 23-acre parcel, as highlighted in green, orange and purple in Exhibit 1: Project Site Map, including any vegetation that may be rooted outside of the OHA's property boundary but extends into the vertical plane of the OHA's property, as to prevent illegal camping activities by allowing the OHA's security contractor the ability to easily survey the property.
- 2) Exercise extreme caution when maintaining the grass between the

rows of native Hawaiian tree plantings and their individual weed suppressant mats. See Exhibit 1: Project Site Map and Exhibit 5: Portion of Native Hawaiian Tree Plantings.

- 3) Mow the area designated in the green and blue highlighted areas in Exhibit 1: Project Site Map, Exhibit 4: Photo of Portion of Grass, and Exhibit 5: Portion of Native Hawaiian Tree Plantings one (1) time per month, and as needed, as requested by the OHA.
- 4) Maintain the understory brush of the purple highlighted area in Exhibit 1: Project Site Map, and Exhibit 6: Photo of Understory Brush Areas, for security purposes, as needed. The understory brush areas shall be maintained by machine, hand tools or with herbicide. The Offeror shall notify the OHA of any hazardous situations or potential risks in the area, including but may not be limited to dead branches or new trees that may require removal, illegal campsites, debris and or trash.
- 5) Maintain the road clear of any debris such as fallen branches of trees, or litter and trash. Vegetative debris may be moved to the sides of the road, however, all trash shall be removed from the site by the Offeror.
 - a) Maintain the road by herbicide application, or machine and or hand tools, when appropriate.
 - b) “Spot spray” the road where pockets of weed seedlings occur, with the intention of requiring less herbicide use as the contract period advances.
- 6) The Offeror shall agree that herbicides shall NOT be used for any task for the Grass and Tree Maintenance Area, unless otherwise stated above or approved by the OHA.

d. Maintenance Schedule

- 1) The Offeror shall follow a Maintenance Schedule to be provided to and approved by the OHA.
- 2) The Offeror shall notify the Contract Administrator of any amendments to the Maintenance Schedule due to factors that may include, but shall not be limited to, inclement weather conditions that may prohibit maintenance activities, scheduling conflicts, or emergencies.
- 3) In the event that maintenance is delayed for a period of time long enough to allow vegetation to grow back uncontrolled, the Offeror shall be responsible to cut and re-clear the area of all vegetation prior to resuming the maintenance schedule.

2. Other Land and Vegetation Services

a. Un Cleared Lands

- 1) The Offeror shall provide an initial clearing of all vegetation within selected areas of the project site, as determined by the OHA.
- 2) The Offeror shall provide vegetation and access road maintenance in and or to such areas, as determined by the OHA.
- 3) When the OHA determines an area to be cleared, the Offer shall provide the OHA, at that time, a maintenance schedule that outlines the frequency, machinery, and methods to be used to adequately maintain the vegetation in the selected area, along with contingent plans for delays in maintenance caused by inclement weather.

b. Other Services Pricelist

- 1) The Offeror shall provide a cost for the following types of other services that may be selected by the OHA:
 - a) Mowing/Cutting (grass clearing/maintenance): Cost per acre.
 - b) Tilling: Cost per acre.
 - c) Auguring (for tree and shrub planting): Cost per one hundred (100) holes.
 - d) Weed Whacking/Brush Cutting: Cost per hour per person.
 - e) Tree Removal: Cost per tree at the following heights of fifteen (15) feet and under; sixteen (16) to twenty-five (25) feet; twenty-six (26) to thirty-five (35) feet; thirty-six (36) to forty-five (45) feet; and so on up to one hundred-five 105 feet.
 - f) Stump Grinding: Cost per stump for every foot of diameter up to six (6) feet.
 - g) Mulching (Materials & Labor): Cost per cubic yard.
 - h) Grubbing: Cost per acre.
 - i) Grading: Cost per one hundred (100) cubic yards.
 - j) Trash Removal: Cost per truck load (large pickup truck) .
 - k) Water Truck: Cost per gallon for watering plants or transporting for storage.
 - l) Herbicide application - Herbicides may **only** be used for road maintenance and cutting and maintenance of the dirt berms and not for vegetation clearing, unless otherwise approved by the OHA.
3. The Offeror shall be solely liable for damage of any kind to its equipment caused by rubbish or other objects that may be on the Property.
4. The Offeror shall dispose of all non-vegetative trash encountered during the Contract period. If warranted, the Offeror shall propose a staging area for

excessive amounts of trash within the project area to be approved of by the OHA prior to work. The trash may be piled on site to be disposed of on a weekly basis, or as requested by the OHA.

5. The Offeror and the OHA shall agree that Section 2., Item IV.A.1 – Maintenance and Section 2., Item IV.A.2 – Other Land and Vegetation Services have independent service parameters that include tasks that may occur concurrently at any time during the Contract period. The OHA reserves the right to request a task be completed at any time during the Contract period and at the same time for similar costs as listed in the Other Services Pricelist.

B. Qualifications and Requirements

1. Specific Qualifications and Requirements

- a. The Offeror shall have at least five (5) years of professional landscape maintenance experience for large tracts of land at least fifty (50) acres or more. The types of service experience shall include, but not be limited to hand to hand tool and machine operation for invasive grasses removal, invasive trees removal, grading, grubbing, tilling auguring, herbicide application, and native Hawaiian plantings.
- b. The Offeror shall have applicable knowledge for the cultivation and growth of native Hawaiian plants, trees, and ecology.
- c. The Offeror shall have at least three (3) years of experience in creating and maintaining firebreaks.
- d. The Offeror shall have at least five (5) years of experience working on project sites containing sensitive cultural and archaeological resources such as ahu (altars), heiau (stone temples), burials, etc. The OHA may wish to inquire that the Offeror demonstrate and/or describe such project sites, the services provided, and how employees were trained and/or instructed to conduct said services.
- e. The Offeror shall comply with all State, Federal, and County requirements and shall obtain all necessary permits, licenses, goods, services, and materials as required to complete this Scope of Services.

2. Administrative Requirements

- a. The Offeror shall designate a contact person who will be responsible for project oversight and ensure Contract performance. The contact person will be able to respond to the OHA's inquiries, complaints/problems within one (1) working day.

- b. The OHA Contract Administrator may send a monitoring report to the Offeror's contact person. The monitoring report will document any discrepancies or Contract violation(s) for correction within the designated time period provided.
- c. The Offeror will ensure adequate and appropriate representation at regular meetings with the OHA and/or the OHA Board of Trustees. At this time, OHA anticipates meetings with the Offeror's contact person who will be responsible for oversight of Contract performance. Additional meetings may be required by the OHA.

C. Personnel

- 1. All personnel will be considered employees or agents of the Offeror.
- 2. The Offeror will ensure that all personnel meet the minimum qualifications, including State licensing laws and experience requirements. The current wage rates and position class specification for personnel are available at the following addresses:

<https://dhrd.hawaii.gov/state-employees/classification-and-compensation/>
- 3. All staff training such as training required to ensure that the minimum services are provided in compliance with State/Federal laws, rules, and regulations, will be the responsibility of the Offeror.
- 4. The Offeror will be solely responsible for the behavior and conduct of its employees or agents while on the OHA property. Supervision will be the responsibility of the Offeror.
- 5. The Offeror will ensure the confidentiality of all information, documents, or materials viewed or discussed. The Offeror's personnel will not disclose confidential information to the general public without the expressed written consent of the OHA by either policy, rules or letter. The Offeror's personnel shall complete and sign an OHA non-disclosure agreement prior to execution of the Contract.
- 6. During the performance of this Contract, the Offeror agrees not to discriminate against any employee or applicant for employment. The Offeror will take affirmative action to ensure equal treatment of its employees. Such actions will include, without limitation, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. The Offeror will insert provisions similar to the foregoing in all subcontracts.

7. The Offeror agrees to remove any of its employees from services to the OHA upon written request by the OHA's Contract Administrator. At the request of the OHA, the Offeror will remove forthwith and will not employ in any portion of the work, any person who, in the opinion of the OHA, does not perform his/her duties and responsibilities in a proper and skillful manner, is intoxicated, disorderly, abusive, or unable to demonstrate tact and diplomacy in dealing with the public.

D. Reporting Requirements

The Offeror will be responsible for the timely submission of reports as requested by the OHA, including without limitation, the following:

1. Progress reports on the implementation of corrective action plans.
2. Before & After Reports with date of service and listing of services provided. A set of 'Before & After' photos shall be submitted for each type of service provided.
3. Special requests in response to inquiries from the OHA Board of Trustees, and/or other government agencies.

E. Payment

1. The OHA will have thirty (30) calendar days after receipt of invoice and satisfactory delivery of goods or performance of the services to make payment. For this reason, the OHA will reject any proposal submitted with a condition requiring payment within a shorter period.
2. The OHA will reimburse the Offeror for all salaries, wages, related taxes, other related administrative expenses and reimbursable expenses as agreed to in the Contract.
3. The Offeror will submit invoices for payment listing dates of services performed with an itemized breakdown of expenses and costs. Invoices for agreed upon (in the Contract) reimbursable expenses must include original invoice(s) for said expenses.
4. The Offeror will clearly indicate any adjustment made to the billing statement for work not performed.

5. All invoices will reference the Contract number assigned to the Contract. Payment will be made upon certification by the OHA Contract Administrator that the Offeror has satisfactorily provided the goods and services specified in the Contract.
6. The Contractor will submit original invoices for services performed to:

Financial Services
Office of Hawaiian Affairs
560 North Nimitz Highway, Suite 200
Honolulu, Hawai'i 96817
7. Upon receipt of the invoice, the OHA will date stamp the invoice, and use this receipt date to calculate the 30-day payment period. For the purposes herein, the Contractor's invoice date will not be considered.
8. For final payment, the Contractor must submit a valid original tax clearance certificate entitled "Certification of Compliance for Final Payment" (SPO Form - 22). The Contractor is required to submit a tax clearance certificate for final payment on the Contract. A valid Hawai'i Compliance Express Certificate of Vendor Compliance in lieu of the tax clearance is acceptable.

(END OF SECTION)

Section 3 – Proposal Format and Instructions

I. General Instructions for Completing Forms

When an Offeror submits a proposal, it will be considered a complete plan for accomplishing the tasks identified in this RFP. The Offerors' proposal must demonstrate an understanding of and the ability to meet and perform all contractual requirements listed in this RFP.

The submission of a proposal will constitute the Offeror's indisputable representation of compliance with every requirement of the RFP and that the RFP documents are sufficient in scope and detail to indicate and convey a reasonable understanding of all terms and conditions of performance of the work to the Offeror.

All Offerors shall submit their proposal via email to charmainem@oha.org.

Before submitting a proposal, each Offeror must:

1. Thoroughly examine the solicitation documents. Solicitation documents include this RFP, any attachments, plans referred to therein, and any other relevant documentation.
2. Be familiar with Federal, State, and County laws, ordinances, rules and regulations that may in any manner affect cost, progress, or performance of the work.

Proposals will be submitted to the OHA in the prescribed format outlined in this RFP. A written response is required for each item unless indicated otherwise.

Offerors may attach to their proposal supplemental literatures, brochures or other information, which may demonstrate related experience in the proposal package.

II. Proposal Forms

- A. The proposal forms will be completed and submitted to the OHA by the required due date and time and in the form prescribed by the OHA.
- B. Offerors will submit their proposals under the Offeror's exact legal name that is registered with the State of Hawai'i Department of Commerce and Consumer Affairs and will indicate that this is its exact legal name. Failure to do so may delay proper execution of the Contract.

- C. Offerors' authorized signature will be an original signature in ink. If the proposal is unsigned or the affixed signature is a facsimile or a photocopy, the proposal will be automatically rejected. If the proposal is not signed by an authorized signatory as shown on the corporate resolution, the proposal will be automatically rejected.
- D. A proposal security deposit is not required for this RFP.
- E. The numerical outline for the application, the titles/subtitles, and the Offeror name and RFP identification information on the top right-hand corner of each page should be included.
- F. Consecutive page numbering of the proposal application should begin with page one (1) and end with the last numbered page of the complete proposal.
- G. Other supporting documents may be submitted in an Appendix, including visual aids, to further explain specific points in the proposal; if used, they should be referenced.

III. Proposal Application

A. Cover Letter

A Cover Letter will be included in the proposal. See Attachment 3 – Sample Cover Letter. The Cover Letter shall include the following requirements:

1. Be printed on official business letterhead;
2. Original signature by an authorized signatory;
3. The following statement:

“The undersigned has carefully read and understands the terms and conditions specified in the RFP HR 2020-31, and in the General Conditions, and hereby submits the following Proposal to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting their Proposal, 1) he/she is declaring his/her Proposal is not in violation of Chapter 84, Hawai‘i Revised Statutes, concerning prohibited State Contracts, 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion, and 3) he/she hereby authorizes the Office of Hawaiian Affairs to verify information provided in this Proposal.”;

4. The exact legal name and address of the Offeror;

5. Contact person's name, telephone number and e-mail address;
6. A statement indicating that the Offeror is a corporation or other legal entity and the taxpayer identification number of the legal entity; and
7. A statement that the Offeror is or will be registered to do business in Hawai'i and has or will obtain a State General Excise Tax license before the start of the work.

B. Offer Form OF-1 and OF-2

Pricing shall be submitted on Offer Form. See Attachment 6 – Offer Form OF-1 and OF-2. The price shall be the all-inclusive cost, including the general excise tax, to the OHA. No other costs shall be honored. Any unit price shall be inclusive.

C. Acknowledgement of Addendum

By completing the Acknowledgement of Addenda form, the Offeror will acknowledge and identify that all addenda to this RFP issued by the OHA have been received by the Offeror. See Attachment 4 - Acknowledgement of Addenda. If no addendum has been received, the Offeror will check the appropriate box on the form.

D. Experience and Capability

The OHA is requiring that the Offeror have at least five (5) years of professional landscape maintenance experience for large tracts of land, at least fifty (50) acres or more. The types of service experience shall include but not be limited to, hand tool and machine operation for invasive grasses removal, invasive trees removal, grading, grubbing, tilling, auguring, herbicide application, and native Hawaiian plantings.

1. Necessary Skills and Experience

The Offeror will demonstrate that it has the necessary skills, abilities, knowledge, and experience relating to the delivery of the proposed services. The Offeror must have successfully performed similar work for a comparable sized government agency or private entity within the previous five (5) years. Identify the name of the client, the nature and duration of the engagement, and primary accomplishments.

Provide a list of companies or governmental organizations to which your proposed team is/are currently providing services. If this does not include at least five (5) entities, then provide the names of the entities for which similar services have been provided. For each entity include:

- a. Term of your contract (beginning and ending dates);
- b. Brief description of the scope of work;
- c. Name, address, and telephone number of the individual that administered your contract(s); and
- d. Full description of past performance establishing the company submitting the proposal has the qualifications and experience to provide the services specified in this RFP. Not to exceed three (3) pages, not including references.

2. References

- a. The Offeror must provide a list with a minimum of three (3) references for similar services for which the Offeror has completed. Offerors must include the name of a contact person, address, email, and telephone number. Offerors are instructed to notify their references that the OHA will be contacting them. Evaluation will be impacted if the OHA is unable to contact the reference or the reference does not provide the requested information in a timely manner.

b. Professional References

The Offeror will provide a list of professional references for the last five (5) years, including contact (e.g., e-mail, phone contact, mailing address) information for similar type work (e.g., strategic planning, facilitation, working with and in island communities), description of the engagement and major deliverables, role of the contractor and number of hours of engagement.

3. Quality Assurance, Evaluation and Resolution

The Offeror will describe its quality assurance and evaluation plans for the proposed services, including methodology. Evaluation plans must include client surveys as appropriate. The Offeror will also describe its resolution process as it relates to the scope of and completion of the scope of work and/or if there are disagreements between OHA and the contractor.

4. Coordination of Services

The Offeror will demonstrate the capability to coordinate services with other agencies and resources in the community.

5. Past Performance

The OHA reserves the right to verify the documented experience directly with the owner/contact person as submitted in the proposal. Only information that is submitted directly to the OHA in the proposal package will be considered unless

the OHA seeks additional information during the evaluation process. The OHA reserves the right to review and consider past performance the Offeror may have had with the OHA.

E. Personnel – Project Organization and Staffing

1. Proposed Staffing

This section will describe the staff necessary and specific time available to ensure the performance of work in an accurate and timely manner. Staff titles, qualifications and expected responsibilities are to be included in the response. Detail the proposed team’s capacity to successfully plan, implement and develop the proposed work.

2. Staff Qualifications

This section will provide the minimum qualifications including experience of staff assigned to the program. Describe the knowledge and experience of your proposed project director and/or staff including the day-to-day management. Attach resumes and relevant professional background/experience of each key staff position.

3. Supervision and Training

The Offeror will describe its ability to supervise, train and provide administrative direction relative to the delivery of the proposed services.

4. Organization Chart

If applicable, this section will reflect the position of each staff and line of responsibility/supervision. Please include position title, name and full or part-time status. If applicable, a project organization chart must be included with the proposal.

F. Service Delivery

This section will include a detailed discussion of the following:

1. The Offeror’s approach to applicable services, activities and management requirement from Section 2, Item IV. Scope of Work including, but may not be limited to, phases, work plans of all service activities and tasks to be completed, and related work assignments/responsibilities.

2. How the Offeror's approach is the most advantageous in terms of meeting the scope of work, cost effectiveness, and reliability.

G. Financial Capacity

This section will state the Offeror's status of current projects and the financial capacity. Given the state of the Offeror's current workload and work in progress, provide information as to the financial capacity to complete the project in a timely and orderly manner.

H. Price Proposal

This section will include a proposed cost for the Contract period. Include a description of the basis for the cost of performing the requested services, including professional fees by labor category, other direct costs chargeable to the contract and general administration, overhead/profit and reimbursable expenses.

I. Cost Reimbursement for All Costs Related to Personnel

The cost reimbursement pricing structure reflects a "not to exceed purchase arrangement" in which the OHA pays the Offeror for budgeted costs that are actually incurred in delivering the services specified in the Contract, up to a state maximum obligation. Cost reimbursement will include, without limitation, personnel salaries, wages, medical benefits, payroll taxes and other expenses such as liability insurance, airfare lodging, and transportation. The Offeror will be required to submit invoices detailing the amount(s) to be reimbursed.

J. Commitment to Section 2 Requirement

This section shall describe the Offeror's approach to furthering the OHA's commitment to fulfill MBE/WBE on page 22, Section 2. Item II.A.10., Using Best Effort to Fulfill Minority/Women Business Participation.

(END OF SECTION)

Section 4 – Proposal Evaluation & Award

I. Proposal Evaluation

An evaluation committee approved by the OHA’s CEO or designee will evaluate all responsive and responsible proposals. The evaluation of such proposals will be based solely on the evaluation criteria set out in this RFP. The evaluation committee’s primary responsibility will be to review the technical aspects of the proposal submitted. The price proposal review will be conducted by the evaluation committee chairperson. The review criteria will be as follows:

Evaluation Categories	Possible Points
<p>Experience and Capability Up to 15 points will be awarded based on the degree to which the Offeror's proposal clearly and concisely demonstrates their experience and ability to complete the project.</p>	15 points
<p>Experience and Capability Up to 15 points will be awarded based on the degree to which the Offeror's proposal clearly and concisely demonstrates their experience and/or capabilities to work in culturally and environmentally sensitive sites.</p>	15 points
<p>Experience and Capability Up to 5 points will be awarded based on the degree to which the Offeror's proposal clearly and concisely demonstrates capability to work with community groups and individual members.</p>	5 points
<p>Personnel Up to 5 points will be awarded based on the degree to which the Offeror clearly and concisely demonstrates that it has the qualified personnel, expertise, capacity and time to perform the requested services.</p>	5 points
<p>Service Delivery Up to 10 points will be awarded based on the degree to which the Offeror's proposal demonstrates a thorough understanding of the scope of work, provides all information requested, and provides a realistic schedule of the proposed maintenance actions.</p>	10 points

Evaluation Categories	Possible Points
<p>Service Delivery Up to 10 points will be awarded based on the degree to which the Offeror's proposal provides sound and comprehensive justifications for their recommendations regarding the methods of work to complete the scope of Section 1. Maintenance – Firebreak Road & Berm Maintenance; Property Boundary Access and Road Maintenance.</p>	10 points
<p>Service Delivery Up to 10 points will be awarded based on the degree to which the Offeror's proposal provides sound and comprehensive justifications for their recommendations regarding the methods of work to complete the scope of Section 2. Other Land and Vegetation Services.</p>	10 points
<p>Service Delivery Up to 5 points will be awarded based on the degree to which the Offeror's proposal clearly and concisely provides a cost breakdown associated with the services provided.</p>	5 points
<p>Service Delivery Up to 5 points will be awarded based on the degree to which the Offeror's proposal clearly and concisely adheres to the wages compatible with industry standard.</p>	5 points
<p>Financial Capacity Up to 5 points will be awarded based on the degree to which the Offeror clearly and concisely demonstrates that it has the financial capacity to complete the project in a timely and orderly manner.</p>	5 points
<p>Price Proposal The Offeror proposing the lowest price will be assigned the maximum 10 points. Each proposal that has a higher cost factor than the lowest will be assigned a lower rating.</p>	10 points
<p>Commitment to Section 2 Up to 5 points will be awarded based on the degree to which the Offeror clearly and concisely demonstrates its approach to furthering the OHA’s commitment to the Section 2. Item II.A.10. requirement, Using Best Effort to Fulfill Minority/Women Business Participation.</p>	5 points
TOTAL POSSIBLE POINTS	100 Points

Each proposal will be classified initially as acceptable, potentially acceptable, or unacceptable. If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may rank the proposals and limit the priority list to three (3) responsive and responsible Offerors who submitted the highest-ranked proposals. If there are less than three (3) acceptable or potentially acceptable proposals, the OHA will not be required to hold discussion with these Offerors who submitted unacceptable proposals.

II. Mandatory Requirements

The OHA will conduct an initial review to ensure that all proposals meet the minimum threshold requirements. Each proposal will be reviewed to ensure submittal of all required attachments, certifications, forms, and narrative sections.

Statements which indicate that mandatory certification will be submitted upon Contract award will be unacceptable.

III. Financial/Price Proposal Review

The financial/price proposal review will be evaluated for financial and contractual acceptability and reasonableness of the price proposal. The proposal with the lowest cost factor will receive the highest available rating allocated to cost. Each proposal that has a higher cost factor than the lowest will be assigned a lower rating for cost.

The points allocated higher to higher priced proposals must be equal to the lowest proposal price multiplied by the maximum points available for price, divided by the higher proposal price as follows:

$$\frac{\text{Price of the lowest price proposal} \times 10}{\text{Price of the proposal being rated}}$$

In determining whether a proposal is responsive, the OHA will evaluate the costs and supporting documentation against realistic operational expenses.

The OHA will also review the most recent audited statements of the Offerors.

IV. Technical Review

The Offeror's proposal will be in the form prescribed by this solicitation and will contain a response to each of the areas identified that affects the evaluation factors for award.

A. The technical proposal will be evaluated to determine if the Offeror possesses the capability to successfully perform the requirements of the solicitation. The proposal criteria are:

1. Experience and Capability;

2. Personnel and Staffing;
 3. Service Delivery;
 4. Financial Capacity; and
 5. Commitment to Section 2/Other Requirements
- B. Proposals will be evaluated for technical and contractual acceptability. Proposals will be prepared in accordance with the instructions given in the RFP and will meet all requirements set forth in this RFP.
- C. All proposals will be reviewed for reasonableness. All Offerors whose offer are not within the competitive range will be notified that their proposals are unacceptable, negotiations/discussions with them are not contemplated, and any revisions of their proposals will not be considered.
- D. Award will be made to the responsible Offeror whose proposal conforms to the solicitation and will be most advantageous to the OHA considering price and other factors as indicated below.

Pursuant to section 3-122-59, HAR, if for a given request for proposal there is only one (1) responsive and responsible Offeror submitting an acceptable proposal, an award may be made to the single Offeror, or rejected, if conditions in section 3-122-59(a)(1) are not met, and new requests for proposal may be solicited or the procurement may be cancelled.

- E. The OHA reserves the right to award a Contract on the basis of the initial offers received without discussion. Offers are solicited on an "all or none" basis.

Failure to submit offers for all items and quantities listed will be cause for rejection. Proposals should be submitted initially on the most favorable terms of a price and technical standpoint, which the Offeror can submit to the OHA.

All proposals submitted will be evaluated on the basis of the evaluation criteria listed herein. Proposals will conform to all terms and conditions contained in the RFP. Proposals which do not conform to all requirements expressed in this solicitation may be rejected without further evaluation, deliberation or discussion.

- F. Any notice of award letter(s), resulting from this solicitation will be posted on the Procurement Reporting System on the State Procurement Office website at <https://hands.ehawaii.gov/hands/opportunities> and the OHA website at www.oha.org/solicitations
- G. Past Performance. The OHA may evaluate the quality of each Offeror's past performance. The assessment of an Offeror's past performance will be used as one means of evaluating the credibility of the Offeror's approach to work

accomplishment. A record of marginal or unacceptable past performance may be an indication that the promises made by the Offeror are less than reliable. Such an indication will be reflected in the OHA's overall assessment of the Offeror's proposal. However, a record of acceptable or even excellent past performance will not result in a favorable assessment of an otherwise unacceptable technical proposal.

In investigating an Offeror's past performance, the OHA may consider information in the Offeror's proposal and information obtained from other sources, including past and present customers and their employees; other government agencies, including state and local agencies, consumer protection organizations and better business bureaus; former subcontractors; and others. Evaluation of past performance is a subjective assessment based on a consideration of all relevant facts and circumstances. The OHA may seek to determine whether the Offeror has consistently demonstrated a commitment to customer satisfaction and timely delivery of quality goods and services at fair and reasonable prices.

The OHA's conclusions about the overall quality of the Offeror's past performance may be influential in determining the relative merits of the Offeror's proposal. The award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the OHA.

Past performance includes the Offeror's record of conforming to specifications and to standards of good workmanship; the Offeror's adherence to Contract schedules, including the administrative aspects of performance, the Offeror's control of costs, including costs incurred for changes in the scope of services; the Offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and, generally, the Offeror's business-like concern for the interests of the client.

V. Discussions - Kūkākūkā

Discussions may be conducted with priority listed Offerors who submit proposals determined to be acceptable or potentially acceptable of being selected for award, but proposals may be accepted without discussions. The objective of these discussions is to: 1) promote understanding of the requirements set forth in the RFP and the Offeror's proposal; and 2) facilitate arriving at a contract that will provide the best value to the OHA, taking into consideration the evaluation factors set forth in this RFP. Any discussion is not intended to require an award of contract by the OHA.

(END OF SECTION)

Section 5 - Attachments

Attachment 1 - Proposal Submittal Checklist

Attachment 2 – RFP Registration Forms

Attachment 3 – Sample Cover Letter

Attachment 4 - Acknowledgement of Addenda

Attachment 5 – Wage Certificate

Attachment 6 – Offer Form OF-1 and OF-2

Attachment 7 - Sample Contract for Goods and Services Based Upon Competitive Sealed Proposals

Attachment 8 - Sample of Contract – Attachment S1, Scope of Services

Attachment 9 - Sample of Contract - Attachment S2, Compensation

Attachment 10 - Sample of Contract – Attachment S3, Time of Performance

Attachment 11 – Sample of Contract - Attachment - S4, OHA-2018 103D General Conditions Revised April 21, 2020

Attachment 12 - Sample of Contract - Attachment - S5, Special Conditions

Attachment 13 - Holiday Schedule