



State of Hawai'i

**REQUEST FOR PROPOSALS**  
**NO. PP 2020-21**

FOR

LEGISLATIVE PUBLIC POLICY SERVICES

ISSUED DATE: WEDNESDAY, JANUARY 15, 2020

DUE DATE: WEDNESDAY, FEBRUARY 19, 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, mail and/or hand delivery. 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 4 – RFP Registration Form.

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

REQUEST FOR PROPOSAL No. RFP No. PP 2020-21

Notice is hereby given that pursuant to Chapter 103D, Hawai‘i Revised Statutes, as amended, (hereinafter “HRS”), the Office of Hawaiian Affairs (hereinafter “OHA”), will be accepting sealed proposals from qualified consultants/firms/individuals to assist the Advocacy Division and Public Policy Program with legislative and public policy services regarding education, housing and health.

Offerors shall have the option to submit proposals in the areas of education and ‘ōlelo Hawai‘i revitalization, or housing, or health or all three (3). Offerors must have at least five years of experience advocating before the Hawai‘i Legislature on education matters and before the Hawai‘i Board of Education. Housing. Offerors must also have at least five (5) years of experience advocating before the Hawai‘i Legislature on housing matters and shall have at least five (5) years of experience advocating before the county councils.

This Request For Proposals (hereinafter “RFP”) may be picked up from the OHA’s Main Reception Desk on Oahu located at 560 North Nimitz Highway, Suite 200, Honolulu, Hawai‘i 96817 or downloaded from either the OHA website at: [www.oha.org/solicitations](http://www.oha.org/solicitations) or the State Procurement Office (hereinafter “SPO”) website at <https://hands.ehawaii.gov/hands/admin/search>, beginning Wednesday, January 15, 2020. Offerors must have experience with strategizing, planning, organizing and implementing meetings and events.

The OHA’s Procurement Services Program will conduct a Pre-Proposal Conference at 10:00 a.m. Hawaii Standard Time (hereinafter “HST”) at the OHA, 560 North Nimitz Highway, Suite 200, Haumea Conference Room, Honolulu, Hawai‘i 96817 on Friday, January 24, 2020. The OHA strongly recommends that all Offerors attend. For those interested in attending via conference call, please contact the RFP Coordinator who is listed below no later than 2:00 p.m. HST, Wednesday, January 22, 2020.

Sealed proposals will be received at the OHA’s Reception Desk at 560 North Nimitz Highway, Suite 200, Honolulu, Hawai‘i 96817 until 2:00 p.m. HST, Wednesday, February 19, 2020. Electronic mail and facsimile transmissions will not be accepted. The official time will be that which is recorded on the time stamp clock of the OHA for hand-delivered proposals. Deliveries by private mail services, such as Federal Express, will be considered hand deliveries. All mail-in proposals delivered/postmarked by the United States Postal Services (hereinafter “USPS”) must be received no later than 2:00 p.m. HST, Wednesday, February 19, 2020 at the OHA’s office.

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, Charmaine Matsuura, at (808) 594-0273.

OFFICE OF HAWAIIAN AFFAIRS

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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, with the legal mandate of bettering the conditions of Native Hawaiians. 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 is seeking proposals from qualified consultants/firms/individuals to assist the Advocacy Division with legislative and public policy services.

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 Offerors with an overview of the procurement and contracting process.
- Section 2      Scope of Work and Specification – 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: (808) 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](mailto:charmainem@oha.org)  
Fax: (808) 594-1863

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

The Public Policy department 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:

Jocelyn Doane  
Office of Hawaiian Affairs  
Public Policy Program  
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	Wednesday, January 15, 2020
Pre-Proposal Conference	Friday, January 24, 2020, 10:00 am HST
Due Date to Submit Written Questions	Wednesday, January 29, 2020
Due Date for OHA's Response to Written Inquires	Friday, January 31, 2020
Proposal Due Date/Time	Wednesday, February 19, 2020
Proposal Evaluation	February 19, 2020 – February 25, 2020
Discussion with Priority Listed Offerors (if necessary)	TBD
Best and Final Offer (if necessary)	TBD
Notice of Award	March 2020
Contract Execution	March 2020
Start of Services	March 2020

The OHA reserves the right to amend or revise the timeline without prior written notice when it is in the best interest of the OHA.

#### VI. Pre-Proposal Conference

The OHA's Procurement Services Program will conduct a Pre-Proposal Conference at

10:00 a.m. HST at the OHA, 560 North Nimitz Highway, Suite 200, Haumea Conference Room, Honolulu, Hawai'i 96817, Friday, January 24, 2020. The OHA strongly recommends that all interested Offerors attend. For those interested in attending via conference call, please contact the RFP Coordinator no later than 2:00 p.m. HST, Wednesday, January 22, 2020.

Impromptu questions will be permitted at the Pre-Proposal Conference and site inspection and verbal answers provided. Verbal answers provided by the OHA are not binding and are only intended to provide general direction. Formal written responses to substantive questions will be issued as addendum to this RFP. Any changes required will also be issued as an addendum to this RFP.

## VII. Submission of Questions

Interested Offerors may submit questions to the RFP Coordinator identified in Section 1. Item III. of this RFP. The deadline for submission of written questions is 2:00 p.m. HST, Wednesday, January 29, 2020. 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 "Due Date for OHA's Response to Written Inquiries" date identified in Section 1. Item V. Procurement Timeline. The OHA does not guarantee receipt of questions submitted via electronic mail.

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.

The Offerors are advised that anything discussed at the Pre-Proposal Conference does not change any part of this RFP. All changes and/or clarifications to this RFP will be done in the form of an addendum to this RFP.

## 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 received at the OHA office by the date and time designated in this RFP. Any proposals received after the designated date and time will be rejected. Electronic submissions such as electronic mail and facsimile transmissions will not be accepted.

The register of proposals and proposals will be open to public inspection after the award of the Contract.

- 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 the OHA, Procurement Services Program, 560 North Nimitz Highway, Suite 200, Honolulu, Hawai'i 96817 and time stamped by the OHA. Modifications and/or withdrawals will be clearly marked and must be received by the OHA no later than 2:00 p.m. HST, Wednesday, February 12, 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 3 – 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 July 1, 2019 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/wp-content/uploads/2019/04/April-2019-Compensation-Plan.pdf>

<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.

- E. 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.

- F. 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

Upon the receipt of proposals by the OHA at the designated location, the proposal, any modification to proposals, and withdrawals of proposals will be date and time-stamped. 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. Sealed 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 related to strategizing, planning, organizing and implementing meetings and events.

#### 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 OHA website [www.oha.org/solicitations](http://www.oha.org/solicitations) and SPO website <https://hands.ehawaii.gov/hands/admin/search>.

#### 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 Offeror 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 3-122-31, 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", and subject to the availability of funding.

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 Contract commencement date. 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 Contract commencement date as specified in the contract.

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 specification are included herein. See Attachment 10 – General Conditions, OHA-2018 103D General Conditions.

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 RFP issued by the state purchasing agency.

The Notice of Protest will be mailed by USPS or hand delivered to the head of the OHA Contracting Office conducting the protested procurement and to 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 Offerors, 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](http://www.oha.org/solicitations).

Head of Procurement Office	Procurement Officer
Name: Sylvia M. Hussey, Ed.D.	Name: Phyllis Ono-Evangelista
Title: Ka Pouhana, Chief Executive Officer	Title: Procurement Manager
Mailing Address: Office of Hawaiian Affairs 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 10 – General Conditions, OHA-2018 103D General Conditions.

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 principle 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 Offeror 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 funds appropriated 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. Introduction

#### A. Project overview

The Office of Hawaiian Affairs is statutorily responsible for the performance, development and coordination of programs and activities relating to Native Hawaiians; assessing state policies and practices affecting Native Hawaiians; and conducting advocacy efforts for Native Hawaiians. A critical part of fulfilling these responsibilities involves the analysis and assessment of measures considered by the Legislature each legislative session, presenting recommendations for OHA's positions on relevant measures to the OHA Board of Trustees, and engaging in legislative advocacy consistent with the positions of the agency. The Public Policy division within the Advocacy Line of Business is primarily responsible for carrying out these legislative advocacy activities.

To address anticipated needs, the Office of Hawaiian Affairs is seeking proposals from qualified consultants/firms/individuals to assist the Advocacy Division with legislative and public policy services. Offerors must have at least five (5) years of demonstrated experience in providing legislative and intergovernmental services before Hawaii legislative and executive branches. Specifically, the Offeror shall have experience working for Native Hawaiian serving organizations or advocating on behalf of or in alignment with Native Hawaiian serving organizations in the areas of:

- Education and 'ōlelo Hawai'i revitalization,
- Housing, and
- Health.

For education and 'ōlelo Hawai'i revitalization applications, expertise should include knowledge of charter school policies, knowledge of Hawaiian language immersion school policies, and other relevant policies that may disproportionately impact Native Hawaiians. Offerors must have experience advocating before the Hawai'i Legislature, the Hawai'i Board of Education, and preferably has experience advocating before the Hawai'i Public Charter School Commission, and the University of Hawai'i Board of Regents.

For housing applicants, expertise should include knowledge of housing policies, preferably including the following: inclusionary zoning, vacation rental policies, affordable housing policies, housing first policies, fair housing laws, housing and homeless data, and other relevant policies that may disproportionately impact Native Hawaiians.

For health applicants, expertise should include knowledge of health and health care policies including, cultural, financial, social and geographic barriers that prevent access

and utilization of existing health services and systems, multiple funding mechanisms (e.g., private, county, state, federal), health education, health promotion, outreach, disease prevention, nutrition programs, screening and control of hypertension and diabetes, immunizations and basic primary care services, traditional healing, kupuna care and other relevant policies that may disproportionately impact Native Hawaiians. Added expertise in collaborative community based health, social services, health insurance, hospital and other provider policies and policy implementation desired.

Offerors must have experience advocating before the Hawai'i Legislature and the county councils, and preferably has experience advocating or monitoring actions of the Hawai'i Housing Finance & Development Corporation, the Land Use Commission, and the Bureau of Conveyances.

#### 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 shall 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 shall 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) shall 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 shall 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 shall 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 shall submit a CERTIFICATE OF GOOD STANDING.

## 5. Business Office

The Offeror shall have, at a minimum, a telephone number and an electronic mail address from which it conducts business and shall 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 shall be identified in the Offeror's proposal.

6. Certificate of Eligibility

The Offeror shall 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 Hawai'i 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 shall be required to pay an annual fee of \$12.00 to the Hawai'i Information Consortium, LLC (hereinafter "HIC").

7. Indemnification

The Offeror shall 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

Within fifteen (15) days prior to the Contract start date, the Offeror shall 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 shall include the following coverage and limits specified or required by any applicable law:

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

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

b. Automobile Liability Insurance

Automobile liability insurance covering 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.

c. Workmen's Compensation Coverage

The policy shall include coverage required by the State of Hawai'i and include Part B coverage as follows: Employers Liability with limits of \$500,000 bodily injury for each accident, \$500,000 bodily injury by disease policy limit, and \$500,000 bodily injury by disease policy limit per employee.

Insurance to include Employer's Liability. Both such coverages shall apply to all employees of the Offeror 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.

d. Professional Liability Insurance

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

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

- e. The Certificate of Insurance for the required insurance coverages is required prior to commencement of services. The insurance policy required by this Contract shall contain the following clauses:
  - i. "The State of Hawai'i, the Office of Hawaiian Affairs, its elected and appointed officials, officers, agents, and employees shall be named as additional insured, except for Professional Responsibility Insurance and Workers Compensation Insurance as respects to operations performed for the State of Hawai'i and OHA under this Contract.
  - ii. "It is agreed that any insurance maintained by OHA shall apply in excess of, and not contribute with, insurance provided by this policy."

To satisfy the minimum coverage limits required by the Contract, the Offeror may use an umbrella policy in addition to the mandatory insurance policies (i.e. General Liability Insurance, Automobile Insurance, and Workers Compensation) provided that the OHA approves, and the umbrella policy follows the underlying coverage forms.

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 shall 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 shall 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 shall not be construed to limit the successful Offeror's liability hereunder or to fulfill the indemnification provisions of the Contract. Notwithstanding said policy or policies of insurance, the Offeror shall 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 shall

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

The Offeror shall 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.

f. 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 shall 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 shall 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 shall be required to execute a Contract for Goods and Services Based on Competitive Sealed Proposals. See Attachment 6 – Sample Contract for Goods and Services Based Upon Competitive Sealed Proposals.

The Contract shall be on a reimbursement basis. All cost incurred must be supported by verifiable evidence (e.g. invoices and/or receipts) that payment was made. No profit or administrative mark-up shall 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 shall execute and deliver to the OHA a Contract in such number of copies as required by the OHA.

The Offeror shall 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 shall be incorporated and shall 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 shall become the property of the OHA. The Offeror's proposal shall be incorporated in the resulting Contract by reference.

2. Subcontracting

No work or services shall be subcontracted or assigned without the prior written approval of the OHA. No subcontract shall 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 shall 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 shall negotiate for additional needed services and fees for work not described in the Contract which may arise during the course of the Contract. Any agreement shall be in writing, executed by all parties, and shall be written 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 shall 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 Contact:                Sixty (60) months

F. Condition for Contract Extensions

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

1. The Contract experienced cost saving 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 shall be awarded as agreed upon in the Primary Contract. Exceptions shall 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 shall be at the sole discretion of the OHA. The Contract shall 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 procurement to any payment owed under the Contract. These costs may include, without limitation, reproduction costs, staff time, and postage.

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

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

Each proposal offered shall be firm for a twelve (12) month period upon issuance of the Notice to Proceed.

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

1. The Contractor provides adequate documentation of price increase(s), such as an insurance policy statement;
2. The increase shall 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 shall be monitored by the OHA Contract Administrator or his/her designated representative(s). Performance shall 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 shall 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 Offeror 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 shall monitor the Offeror's performance and/or improvement and the implementation of its corrective action plan to determine whether the OHA shall continue to contract with the Offeror.

#### B. Damages

The Offeror shall repair all damages caused by the Offeror's equipment or employees to existing utilities and structures, such as water lines, electric conduits, sewer lines, and buildings. If such repairs are not completed within a reasonable time, the OHA reserves the right to purchase services for the necessary repairs from the open market and to deduct all repair costs from monies due or may thereafter become due to the Offeror. In the event monies due to the Offeror is insufficient for this purpose, the Offeror shall pay the difference upon demand by the OHA.

#### C. Termination

The OHA reserves the right to terminate the Contract without penalty for cause or convenience as provided in the General Conditions, OHA-2018 103D General Conditions. See Attachment 10 – General Conditions, OHA-2018 103D General Conditions.

### IV. SCOPE OF WORK

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

#### A. Scope of Work

The Offeror shall satisfactorily provide legislative public policy services during the 2020 Legislative Session that shall include, but may not be limited to, the following:

1. Reviewing, tracking, recommending positions and position changes, drafting written testimony, preparing talking points for oral testimony, and conducting other advocacy support activities on assigned legislative measures during the 2020 Legislative Session;
2. Identifying state legislation and legislative proposals that may affect Native Hawaiians and/or the OHA, particularly in the area of Education and *ōlelo Hawai'i* revitalization, housing and/or health;

3. Identifying proposed state regulatory changes that may affect Native Hawaiians and/or the OHA, particularly in the area of Education and ʻōlelo Hawaiʻi revitalization, housing and/or health;
4. Working with the OHA's Chief Advocate and Public Policy manager to recommend OHA positions on assigned legislative measures;
5. Monitoring open legislative meetings on assigned measures, monitor and recommend adjusted positions as appropriate on assigned measures as assigned;
6. Providing regular analysis, minimally weekly, on assigned measures, with updated notes, "bullet points" that describe and justify recommended positions or position changes, and/or suggested statutory amendments with updates and analysis meeting strict deadlines to account weekly updates to OHA BOT;
7. Preparing written testimonies for hearings on assigned measures for which OHA's position calls for written testimony (e.g. support, support with amendments, oppose) and amendments as needed, within restricted timelines (often within 24-48 hours) as assigned;
8. Assisting with coordination and updates for OHA stakeholders and beneficiaries, as assigned;
9. Drafting memos, letters, white papers/research papers, outreach documents, and other written materials in support of OHA's position and advocacy on legislative measures, as assigned; and
10. Notifying the OHA immediately in writing of any conflicts or potential conflicts between the interest of the OHA and the interests of the clients of the Offeror.

## B. Qualifications & Requirements

### 1. Specific Qualifications and Requirements

- a. The Offeror shall have at least five (5) years of demonstrated experience in providing legislative and intergovernmental services before Hawaii legislative and executive branches.
- b. The Offeror shall have at least three (3) years of public policy experience working for Native Hawaiian serving organizations or advocating on behalf of or in alignment with Native Hawaiian serving organizations in the areas of education and ʻōlelo Hawaiʻi revitalization, or housing.
- c. For education applications, the Offeror shall have at least five (5) years of experience advocating before the Hawaiʻi Legislature on education matters and

before the Hawai'i Board of Education. For education applications, the Offeror preferably has experience advocating before the Hawai'i Public Charter School Commission and University of Hawai'i Board of Regents.

- d. For housing applications, the Offeror shall have at least five (5) years of experience advocating before the Hawai'i Legislature on housing matters, and shall have at least five (5) years of experience advocating before the county councils. For housing applications the Offeror preferably has experience advocating or monitoring actions of the Hawai'i Housing Finance & Development Corporation, the Land Use Commission, and the Bureau of Conveyances.
- e. For health applications, the Offeror shall have at least five (5) years of experience advocating before the Hawai'i Legislature on health related matters, and shall have at least five (5) years of experience advocating before or with various federal agencies or entities, including the U.S. Congress.”
- f. The Offeror shall be knowledgeable in the areas that shall include, but may not be limited to, the following:
  - 1) For education and 'ōlelo Hawai'i revitalization applications: Charter school policies of Hawaiian language immersion school, and other relevant policies that may disproportionately impact Native Hawaiians.
  - 2) For housing applications: Housing policies that affect Native Hawaiians, preferably including the following: inclusionary zoning, vacation rental policies, affordable housing policies, housing first policies, fair housing laws, housing ad homeless data, and other relevant policies that may disproportionately impact Native Hawaiians.
  - 3) For health applicants, expertise should include knowledge of health and health care policies including, cultural, financial, social and geographic barriers that prevent access and utilization of existing health services and systems, multiple funding mechanisms (e.g., private, county, state, federal), health education, health promotion, outreach, disease prevention, nutrition programs, screening and control of hypertension and diabetes, immunizations and basic primary care services, traditional healing, kupuna care and other relevant policies that may disproportionately impact Native Hawaiians. Added expertise in collaborative community based health, social services, health insurance, hospital and other provider policies and policy implementation desired.

- g. Provide a history of your organization, including a current organization chart (if applicable), and any other appropriate descriptive information, which will be helpful in our evaluation of your qualifications and experience. Include the number of years your organization has provided state and/or federal lobbying services, provide a list of clients to include a brief scope of services, and name of staff member who managed the clients.

## 2. Administrative Requirements

- a. The Offeror shall designate a contact person who shall be responsible for project oversight and ensure Contract performance. The contact person shall be able to respond to the OHA's inquiries, complaints and/or 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 shall document any discrepancies or Contract violation(s) for correction within the designated time period provided.
- c. The Offeror shall ensure adequate and appropriate representation at regular meetings with the OHA and/or the OHA Board of Trustees. At this time, OHA anticipates quarterly meetings or as needed with the successful Offeror's contact person responsible for oversight of Contract performance. Additional meetings may be required by the OHA.

## C. Personnel

1. All personnel shall be considered employees or agents of the successful Offeror.
2. The Offeror shall 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/wp-content/uploads/2019/07/Compensation-Plan.pdf>

<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, shall be the responsibility of the Offeror.

4. The Offeror shall be solely responsible for the behavior and conduct of its employees or agents while on the OHA property. Supervision shall be the responsibility of the Offeror.
5. The Offeror shall ensure the confidentiality of all information, documents, or materials viewed or discussed. The Offeror's personnel shall 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 shall take affirmative action to ensure equal treatment of its employees. Such actions shall 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 shall 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, any person who, in the opinion of the OHA, does not perform his/her duties and the Offeror shall remove forthwith and shall not employ in any portion of the work, 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 shall be responsible for the timely submission of reports as requested by the OHA, that shall include, but may not be limited to, the following:

1. Progress reports on the implementation of corrective action plans;
2. Special requests in response to inquiries from the OHA Board of Trustees, and/or other government agencies; and
3. Capability to draft reports accounting for all tasks completed, collect and adequately compile data and demonstrate capacity to process data and observations into constructive feedback and adjustments.

#### E. Payment

1. The OHA shall 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 shall reject any proposal submitted with a condition requiring

payment within a shorter period.

2. The OHA shall 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 shall submit invoices for payment listing dates of services performed with an itemized breakdown of expenses and costs. Invoices for reimbursable expenses must include original invoice(s) for said expenses.
4. The Offeror shall clearly indicate any adjustment made to the billing statement for work not performed.
5. All invoices shall reference the Contract number assigned to the Contract. Payment shall 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 Offeror shall 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 shall date stamp the invoice, and use this receipt date to calculate the 30-day payment period. For the purposes herein, the Offeror's invoice date shall not be considered.
8. For final payment, the Offeror must submit a valid original tax clearance certificate entitled "Certification of Compliance for Final Payment" (SPO Form -22). The Offeror 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 shall be considered a complete plan for accomplishing the tasks identified in this RFP. The Offeror's 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 shall 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.

An Offeror shall submit one (1) original proposal marked "ORIGINAL", four (4) copies of the original marked "COPY", and one (1) CD and/or flash drive containing the submitted proposal in a portable document form ("pdf"). It is imperative that an Offeror submit only one (1) original with the required number of copies. The outer envelope or packaging of the proposals shall be sealed and clearly marked with the RFP number and title, the Offeror's name, address, email address and telephone number.

Any and all corrections to a proposal shall be initialed in ink by the person signing the proposal for the Offeror. Any illegible or otherwise unrecognizable corrections or initials may cause the rejection of the proposal.

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 shall 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 include supplemental literatures, brochures or other information, which may demonstrate related experience in the proposal package. Supplemental literatures or other information may not exceed five (5) double-sided pages (8-1/2" x 11").

### II. Proposal Forms

- A. The proposal forms shall be completed and submitted to the OHA by the required due

date and time and in the form prescribed by the OHA. Electronic mail and facsimile transmissions shall not be accepted.

- B. Offerors shall 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 shall indicate that this is its exact legal name. Failure to do so may delay proper execution of the Contract.
- C. Offeror's authorized signature shall be an original signature in ink. If the proposal is unsigned or the affixed signature is a facsimile or a photocopy, the proposal shall be automatically rejected. If the proposal is not signed by an authorized signatory as shown on the corporate resolution, the proposal shall be automatically rejected.
- D. A proposal security deposit is not required for this RFP.
- E. Proposal shall be typed on plain, white, letter-size paper with one-inch margins on all sides in twelve (12) point font and printed on one (1) side only.
- F. Proposals shall be submitted on white 8 ½" x 11" paper and shall be bound by a spiral binding. Do not submit proposals in a three (3)-ring binder. Submission of a proposal in this manner is disfavored by the OHA.
- G. Tabbing of sections is required.
- H. Documents that require submission on 11" x 17" paper to be legible is allowable.
- I. 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.
- J. Consecutive page numbering of the proposal application should begin with page one (1) and end with the last numbered page of the complete proposal.
- K. 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 shall be included in the proposal. See Attachment 5 – 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 PP 2020-21, 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 this competitive sealed 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 shall be registered to do business in Hawai‘i and has or shall obtain a State General Excise Tax license before the start of the work.

#### B. Offer Form

Pricing shall be submitted on Offer Form. See Attachment 5a – Offer Form. 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. Offerors shall have the option to submit proposals in the areas of education and ‘ōlelo Hawai‘i revitalization, or housing, or health or all three (3).

#### C. Acknowledgement of Addendum

By completing the Acknowledgement of Addenda form, the Offeror shall acknowledge and identify that all addenda to this RFP issued by the OHA have been received by the Offeror. See Attachment 2 – Acknowledgement of Addenda. If no addendum has been received, the Offeror shall check the appropriate box on the form.

#### D. Experience and Capability

The OHA is requiring that the Offeror have a minimum of five (5) years of experience strategizing, planning, organizing and implementing meeting and events on projects of

similar size and nature.

#### 1. Necessary Skills and Experience

The Offeror shall demonstrate that it has the necessary skills, abilities, knowledge, and experience relating to the delivery of the proposed services. The Offeror shall also provide a listing of verifiable experiences with projects or contracts related to the services that were provided to a government agency or private entity within the last 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; and
- c. Name, address, and telephone number of the individual that administered your contract(s).

#### 2. Professional References

The Offeror shall 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 shall describe its quality assurance and evaluation plans for the proposed services, including methodology. Evaluation plans must include client surveys as appropriate. The Offeror shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 stated maximum obligation. Cost reimbursement shall include, without limitation, personnel salaries, wages medical benefits, payroll taxes and other expenses such as liability insurance, airfare, lodging, and transportation. The Offeror shall 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 19, 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 CEO or designee shall evaluate all responsive and responsible proposals. The evaluation of such proposals shall be based solely on the evaluation criteria set out in this RFP. The evaluation committee’s primary responsibility shall be to review the technical aspects of the proposal submitted. The price proposal review shall be conducted by the evaluation committee chairperson. The review criteria shall be as follows:

Mandatory Requirement	Possible Points
<p><b>Experience and Capability:</b> Up to 30 points shall be awarded based on the degree to which the Offeror clearly and concisely demonstrates that it has past and present experience, necessary skills, abilities, knowledge in the areas listed in the scope of work, qualifications and requirements.</p>	30 points
<p><b>Personnel: Project Organization and Staffing</b> Up to 15 points shall 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>	15 points
<p><b>Service Delivery:</b> Up to 15 points shall be awarded based on the degree to which the Offeror clearly and concisely demonstrates its approach to the scope of work, cost effectiveness, and reliability.</p>	15 points
<p><b>Drafting Reports:</b> Up to 15 points shall be awarded based on the Offeror’s capability to draft reports accounting for all tasks completed, and to collect and adequately compile data and demonstrate capacity to process data and observations into constructive feedback and adjustments. Please provide a sample.</p>	15 points
<p><b>Financial Capacity:</b> Up to 10 points shall 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>	10 points
<p><b>Price Proposal:</b> The Offeror proposing the lowest price shall be assigned the maximum points. Each proposal that has a higher cost factor than the lowest shall be assigned a lower rating.</p>	10 points

Mandatory Requirement	Possible Points
<p><b>Commitment to Section 2</b> Up to 5 points shall be awarded based on the Offeror's submittal of Letters of Recommendation (two (2) minimal for lead and each subcontractor) that clearly demonstrate the same or similar satisfactory work with previous clients.</p>	5 points
<b>TOTAL POSSIBLE POINTS</b>	<b>100 Points</b>

Each proposal shall 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 shall not be required to hold discussion with these offerors who submitted unacceptable proposals.

## II. Mandatory Requirements

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

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

## III. Financial/Price Proposal Review

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

The points allocated 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 shall evaluate the costs and supporting documentation against realistic operational expenses.

The OHA shall also review the most recent audited statements of the Offeror.

#### IV. Technical Review

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

- A. The technical proposal shall be evaluated to determine if the Offeror possesses the capability to successfully perform the requirements of the solicitation. The proposal criteria are shown below:
  1. Experience and Capability;
  2. Personnel;
  3. Service Delivery;
  4. Drafting Reports;
  5. Financial Capacity;
  6. Price Proposal; and
  7. Commitment to Section 2.
- B. Proposals shall be evaluated for technical and contractual acceptability. Proposals shall be prepared in accordance with the instructions given in the RFP and shall meet all requirements set forth in this RFP.
- C. All proposals shall be reviewed for reasonableness. All Offerors whose offer are not within the competitive range shall be notified that their proposals are unacceptable, negotiations/discussions with them are not contemplated, and any revisions of their proposals shall not be considered.
- D. Award shall be made to the responsible Offeror whose proposal conforms to the solicitation and shall be most advantageous to the OHA considering price and other factors as indicated in Section 2 – Scope of Services on pages 22 – 27.
- E. 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.
- F. 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 shall 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 shall be evaluated on the basis of the evaluation criteria listed herein. Proposals shall 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.

- G. Any notice of award letter(s), resulting from this solicitation shall 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](http://www.oha.org/solicitations)
- H. Past Performance. The OHA may evaluate the quality of each interested Offeror's past performance. The assessment of an Offeror's past performance shall 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 shall be reflected in the OHA's overall assessment of the Offeror's proposal. However, a record of acceptable or even excellent past performance shall 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 and in selecting the Offeror whose proposal is considered 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 shall 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 - Acknowledgement of Addenda
- Attachment 3 - Wage Certificate
- Attachment 4 - RFP Registration Form
- Attachment 5 - Sample Cover Letter
- Attachment 5a – Offer Form
- Attachment 6 - Sample Contract for Goods and Services Based Upon Competitive Sealed Proposals
- Attachment 7 - Sample of Contract – Attachment S1, Scope of Services
- Attachment 8 - Sample of Contract - Attachment S2, Compensation
- Attachment 9 - Sample of Contract – Attachment S3, Time of Performance
- Attachment 10 - Sample of Contract – Attachment S4, General Conditions, OHA-2018 103D General Conditions
- Attachment 11 - Sample of Contract – Attachment S5, Special Conditions
- Attachment 12 - Holiday Schedule