



State of Hawai'i

REQUEST FOR PROPOSALS

OHA RFP NO. HR 2016-09

FOR

**STANDARDIZATION OF JOB TITLES, DESCRIPTION OF
POSITIONS AND COMPENSATION REVIEW FOR THE
OFFICE OF HAWAIIAN AFFAIRS**

ISSUED DATE: April 29, 2016

DUE DATE: May 31, 2016 2:00 p.m. HST

The Office of Hawaiian Affairs
560 North 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 Interest Form and submitting it to OHA's Issuing Officer via email, mail and/or hand delivery. If you do not register your company, you will not receive an addendum, if any, and your offer may be rejected and not considered for award.

Notice to Offerors

(Chapter 103D, Hawai'i Revised Statutes)

REQUEST FOR PROPOSALS RFP NO. HR 2016-09
FOR

STANDARDIZATION OF JOB TITLES, DESCRIPTION OF POSITIONS AND COMPENSATION REVIEW FOR THE OFFICE OF HAWAIIAN AFFAIRS

Notice is hereby given that pursuant to Chapter 103D, Hawai'i Revised Statutes ("HRS"), as amended, the Office of Hawaiian Affairs ("OHA"), will be accepting sealed proposals for standardizing job titles and job descriptions that will provide the employees a career path with opportunities to grow in skill and responsibility within the OHA.

This Request for Proposal ("RFP") is provided to you for information purposes. If you are interested in responding to this solicitation, you may download the RFP from the OHA website at www.oha.org/solicitation, and/or pick up a copy at the OHA's Procurement Unit on O'ahu, located at 560 North Nimitz Highway, Suite 200, Honolulu, Hawai'i 96817, beginning **April 29, 2016**.

The OHA's Procurement Unit will conduct a Pre-Proposal Conference from 9:30 a.m. to 11:00 a.m. Hawai'i Standard Time ("HST") on **Wednesday, May 11, 2016**. The OHA strongly recommends that all interested Offerors attend. For those interested in attending via web conferencing, please contact the RFP Coordinator listed below no later than **2:00 p.m. HST, Tuesday, May 10, 2016**.

Sealed proposals will be received at the OHA's Reception Desk located at 560 North Nimitz Highway, Suite 200, Honolulu, Hawai'i, 96817, until **2:00 p.m. HST, Tuesday, May 31, 2016**.

Any unsealed, electronic mail, and facsimile transmission proposals shall not be accepted.

The official time for hand-delivered proposals shall be that which is recorded on the time stamp clock of the OHA. Deliveries by private mail services, such as Federal Express, shall be considered hand deliveries. All mail-in proposals delivered/postmarked by the United States Postal Service must be received by the OHA Reception Desk on or before 2:00 p.m. HST the day of the deadline.

The OHA reserves the right to reject any and all proposals and accept the proposals, in whole or part, in the best interest of the OHA. Questions relating to this solicitation shall be directed to the RFP Coordinator, Charmaine Matsuura at (808) 594-0273.

OFFICE OF HAWAIIAN AFFAIRS

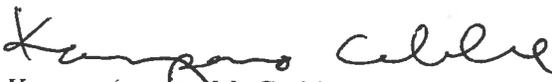

Kamana'opono M. Crabbe, Ph. D.
CEO/Ka Pouhana

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SECTION 1

Administrative Overview

1.1 Introduction

The OHA is requesting proposals from firms experienced in establishing a compensation system that defines standards of performance and career advancement that will provide a clear career path.

1.2 Authority

This Request for Proposal (“RFP”) is issued under the provision of §103D, Hawai‘i Revised Statutes (“HRS”), as amended, and its companion Chapter 3-122, Hawai‘i Administrative Rules (“HAR”). All Offerors are charged with presumptive knowledge of all requirements of these cited authorities. Submission of a proposal shall constitute affirmation of such knowledge on the part of the Offeror.

1.3 RFP Organization

This RFP is organized into seven (7) sections:

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

Section 2: General Requirements – Provides the Offerors responsibilities as applicable.

Section 3: Scope of Services and Specifications – Provides Offerors with a general description of the tasks to be performed and defines the deliverables (as applicable).

Section 4: Proposal Format and Content – Describes the required format and content for the proposal application.

Section 5: Evaluation Criteria – Describes how proposals will be evaluated.

Section 6: Contractor Selection and Contract Award – Describes how contract will be awarded.

Section 7: Attachments and Exhibits – Provides the information and forms necessary to complete the application.

1.4 Terms and Acronyms

BAFO	Best and Final Offer
BREG	Department of Commerce and Consumer Affairs Business Registration Division
CEO	Chief Executive Officer/Ka Pouhana
COO	Chief Operating Officer/Ka Pou Nui
CPO	OHA Chief Procurement Officer
FY	Fiscal Year

	For	Go to
1	Tax Clearance Forms (Department of Taxation Website)	http://www.hawaii.gov/tax/ click "Forms"
2	Wages and Labor Law Compliance, Section 103-055, HRS (Hawai'i State Legislature website)	http://www.capitol.hawaii.gov/ click "Bill Status and Documents" and "Browse the HRS Sections"
3	Department of Commerce and Consumer Affairs, Business Registration	http://www.hawaii.gov/dcca click "Business Registration"
4	Campaign Spending Commission	www.hawaii.gov/campaign
5	Hawai'i Compliance Express	http://vendors.ehawaii.gov/hce/splash/welcom.html
6	SPO Forms	http://spo.hawaii.gov

1.7 RFP Schedule and Significant Dates

The schedule below represents the OHA's best estimate of the schedule that will be followed. All times indicated is Hawai'i Standard Time ("HST"). If a component of this schedule, such as "Proposal Due Date/Time" is delayed, the rest of the schedule will likely be shifted by the same number of days. Any change to the RFP Schedule and Significant Dates shall be reflected and issued in an addendum. The OHA reserves the right to cancel any activity or modify the timetable at any time. The approximate schedule is as follows:

Release of Request for Proposals	April 29, 2016
Pre-Proposal Conference	May 11, 2016 – 9:30 a.m. -11:00 a.m. HST
Due Date to Submit Questions	May 13, 2016 – 2:00 p.m. HST
OHA's Response to Questions	May 18, 2016
Proposals Due Date/Time	May 31, 2016 – 2:00 p.m. HST
Proposal Evaluations	June 1, 2016 – June 10, 2016
Offerors' Presentation/Discussion (if necessary)	TBD
Best and Final Offer (if necessary)	TBD
Notice of Award	June 2016
Contract Start Date	June 2016

1.8 Pre-Proposal Conference

The purpose of the Pre-Proposal Conference is to provide the interested Offerors an opportunity to be briefed on this procurement and to ask any questions about this procurement. The Pre-Proposal Conference is not mandatory; however, all interested Offerors are encouraged to attend to gain a better understanding of the requirements of this RFP.

All interested 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 shall be done in the form of an addendum.

The Pre-Proposal Conference will be held on:

Date: Wednesday, May 11, 2016
Time: 9:30 a.m. – 11:00 a.m. HST
Location: Office of Hawaiian Affairs
560 North Nimitz Highway, Suite 200
Honolulu, Hawai‘i 96817

To attend or participate in the web and teleconference conference, please contact the RFP Coordinator or his/her designee by 2:00 p.m. HST, Tuesday, May 10, 2016.

1.9 Submission of Questions

Interested Offerors are encouraged to submit written questions pertaining to this RFP. Questions must be submitted in writing to the RFP Coordinator no later than the “Due Date to Submit Questions”, identified in paragraph 1.7 on page 3, in order to generate an official answer.

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

1.10 RFP Amendments

The OHA reserves the right to amend this RFP at any time prior to the proposal submission deadline. Interested 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.

1.11 Cancellation of RFP

The RFP may be canceled when it is determined to be in the best interest of the OHA.

1.12 Submission of Sealed Proposals

Sealed proposals must be received via hand delivery or the United States Postal Service (“USPS”) by the date and time designated in the procurement timeline. Any procurement packet received after the designated date and time shall be rejected. All proposals must be in the OHA’s possession by the submittal time deadline to be considered responsive. **Electronic mail and facsimile transmissions of the proposal shall not be accepted.**

The proposal packet must be submitted in a sealed envelope and properly identified as a sealed proposal in response to this RFP. Any RFP proposal packet **not properly sealed shall be automatically rejected**. Each qualified interested Offeror may submit only one (1) sealed proposal in response to this solicitation. More than one (1) sealed proposal will not be accepted from any interested Offeror. There shall be no exceptions to these requirements.

1.13 Rejection of Proposals

The OHA reserves the right to consider as acceptable 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 or more of the following reasons:

- 1) Cancellation of solicitation (HAR §3-122-95, HAR §3-122-96);
- 2) Rejection of an offer (HAR §3-122-97);
- 3) Reporting of anti-competitive practices (HAR §3-122-191, HAR §3-122-193, HAR §3-122-194, HAR §3-122-195);
- 4) Rejection for inadequate accounting system (HRS §103D-314(2));
- 5) Late proposals (HAR §3-122-16.08);
- 6) Inadequate response to request for proposals (HAR §3-122-95, HAR §3-122-96);
- 7) Proposal not responsive (HAR §3-122-97(1) and HAR §3-122-97(2)); and
- 8) Applicant not responsible (HAR §3-122-97(2)).

1.14 Notice of Award

The award of a contract and allowed renewal or extension thereof, is subject to the approval by the OHA's CEO/Ka Pouhana, and subject to the availability of funding.

1.15 Debriefing

Pursuant to HAR §3-122-60, a non-selected interested Offeror may request a debriefing to understand the basis for award.

A written request for debriefing shall be made within three (3) working days after the posting of the award of the contract. The Procurement Officer or designee shall hold the debriefing within seven (7) working days to the extent practicable from the receipt date of written request.

Any protest by the requestor following a debriefing, shall be filed within five (5) working days, as specified in HRS §103D-701.

1.16 Protest Procedures

Pursuant to HRS §103D-701 and HAR §3-126-4, an actual or prospective Offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Any protest shall be submitted in writing to the Head of the Procurement Agency (“HOPA”) at:

Head of Purchasing Agency	Procurement Manager
Name: Kamanaʻopono M. Crabbe, Ph.D.	Name: Phyllis Ono-Evangelista
Title: Ka Pouhana, Chief Executive Officer	Title: Procurement Manager
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

A protest shall be submitted in writing 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 shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award or if requested, within five (5) working days after the Procurement Officer’s debriefing was completed.

The notice of award, if any, resulting from this solicitation shall be posted on the OHA website: www.oha.org/solictations.

END OF SECTION

SECTION 2

General Requirements

2.1 General Requirements

A. Furnishing Proof of Compliance

All interested Offeror(s) are advised that if awarded a contract under this solicitation, the successful Offeror will be required to be compliant with all laws and governing entities doing business in the State, including HRS §103D-310(c) and the following additional HRS Chapters:

- 1) Chapter 237, General Excise Tax Law;
- 2) Chapter 383, Hawai‘i Employment Security Law
- 3) Chapter 386, Workers’ Compensation Law;
- 4) Chapter 392, Temporary Disability Insurance;
- 5) Chapter 393, Prepaid Health Care Act; and
- 6) §103D-310(c), Certificate of Good Standing (“COGS”) for entities doing business in the State.

B. Hawai‘i Business or Compliant Non-Hawai‘i Business

The successful Offeror(s) shall be one of the following:

1. Be registered and incorporated or organized under the laws of the State of Hawai‘i (hereinafter referred to as a “Hawai‘i business”).

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 (BREG). A Hawai‘i business doing business as a sole proprietorship is not required to register with the BREG, and therefore not required to submit the certificate. A successful Offeror’s status as sole proprietor or other business entity and its business street address will be used to confirm that the successful Offeror is a Hawai‘i business.

2. Be registered to do business in the State of Hawai‘i (hereinafter referred to as a “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 successful Offeror shall submit a CERTIFICATE OF GOOD STANDING.

C. Certificate of Vendor Compliance

The successful Offeror(s) shall demonstrate compliance with the following:

- 1) Tax Clearance, Form A-6
- 2) Department of Labor and Industrial Relations, Application for Certificate of Compliance, Form LIR#27; and
- 3) Certificate of Good Standing issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG).

The successful Offeror(s) may demonstrate compliance of the above by using the Hawai'i Compliance Express (HCE). The HCE services allow business to register online through a simple wizard interface at:

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

The HCE provides the successful Offeror(s) with a "Certificate of Vendor Compliance" with current compliance status as of the issuance date, accepted for both contracting purposes and final payment. Businesses that elect to use the HCE services will be required to pay an annual fee of \$12.00 to the Hawai'i Information Consortium, LLC ("HIC").

Timely Registration on HCE. Vendors/contractors/service providers are advised to register on HCE soon as possible. If a vendor/contractor/service provider is not compliant on HCE at the time of award, the successful Offeror will not receive the award.

D. Bid Security

No bid security is required to be submitted for this RFP, and no performance or payment security shall be required for the resulting contract.

E. Funding Sources and Period of Availability

The sources of funding of the OHA's Trust Funds, as stipulated in the OHA's Annual Budget for Fiscal Year ("FY") 2016 with a period of availability from July 1, 2015 to June 30, 2016. The award of this contract is subject to the availability of these funds. Any and all supplemental agreement(s) for additional funds shall be subject to the availability of funds.

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

- Allowed Not allowed

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

Single Multiple Single & Multiple

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

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

I. Contract Terms

Initial term of contract:	Twelve (12) months
Length of each extension:	Up to twelve (12) months, upon written mutual consent when it is in the best interest of the OHA
Maximum length of contract:	Sixty (60) months

J. Conditions for Contract Extensions

The contract for the proposed services may be extended without the necessity of re-procuring, subject to appropriation and availability of the OHA funds, continued need for the services, and the OHA's determination of satisfactory performance of the contracted organization, unless the contract was terminated.

The option to extend the service will be offered in writing by the OHA prior to the expiration of the contract. No supplementary agreement shall be binding upon the OHA until the supplemental agreement has been fully and properly executed by all parties thereto prior to the start date of the supplemental agreement. The contracted organization shall not provide any services until the supplemental agreement is fully and properly executed.

The contract resulting from this RFP is intended to commence in June 2016 and terminate twelve (12) months later, subject to the availability of funds. Unless terminated, the contract may be extended for up to twelve (12) months at a time upon written mutual consent, when it is in the best interest of the OHA, not to exceed a maximum length of sixty (60) months. The amount of money to be contracted under this contract may be adjusted at the beginning of each extension period and shall be subject to appropriation and availability of funds.

When the interest of the OHA or the Contractor so require, the OHA or the Contractor may terminate the contract for convenience by providing forty-five (45) calendar days prior written notice to the other party.

K. Additional Services and Fees

For services not described in the contract, the Contractor and the OHA shall negotiate for additional needed services and fees which may arise during the

course of the contract. All agreements shall be in writing, executed by all parties, and shall be attached to the contract as an amendment to expire at the same time as the original contract or subsequent extension period.

L. Other Financial Related Materials - Accounting System

To determine the adequacy of an interested Offeror's accounting system, as described under the administrative rules, the Offeror shall submit a copy of their most recent financial audit as part of the proposal application.

M. Laws, Rules, Ordinances and Regulations

Reference to Federal, State, City, and County laws, ordinances, rules and regulations, and standard specifications shall include any amendments thereto in effect as of the date in this RFP.

2.2 Insurance

Prior to the contract start date, the successful Offeror shall procure at its sole expense and maintain insurance coverage acceptable to the OHA in full force and effect throughout the term of the contract. The successful Offeror shall provide proof of insurance for the following minimum insurance coverage(s) and limit(s) prior to a contract. The type of insurance coverage is listed as follows:

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 successful 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:

- 1) Bodily injury and property damage coverage with a minimum of \$1,000,000 per occurrence;
- 2) Personal and advertising injury of \$1,000,000 per occurrence; and
- 3) 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 successful 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 \$100,000 for each accident, \$500,000 disease policy limit, and \$100,000 disease policy limit per employee.

D. The Certificate of Insurance shall contain the following clauses:

- 1) “Added insured – State of Hawai‘i, the OHA, its Trustees, OHA’s employees, representatives and agents.”
- 2) “It is agreed that any insurance maintained by OHA shall apply in excess of, and not contribute with, insurance provided by this policy.”

Failure of the successful Offeror to provide and keep in force such insurance shall constitute a material default under the contract, entitling the OHA to exercise any or all of the remedies provided in the contract (including without limitation, terminating the contract). 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 successful Offeror shall be responsible for the full and total amount of any damage, injury, or loss caused by the successful Offeror’s negligence or neglect in the provision of services under the contract.

2.3 HRS §97: Limitations of Lobbying Activities

Per HRS §97-1(7): “Lobbying” means communicating directly or through an agent, or soliciting others to communicate, with any official in the legislative or executive branch, for the purpose of attempting to influence legislative or administrative action or a ballot issue.

Per HRS §97-5: “No lobbyist shall accept or agree to accept any payment in any way contingent upon the defeat, enactment, or outcome of any proposed legislative or administrative action”.

Therefore, anytime the Offeror, whose time is spent researching data or information specific to the testimony to be provided, drafting and providing testimony or participates in discussions with legislators or government employees or officials in support or

opposition of any pending legislation, is not allocable to State contracts and cannot be charged to the OHA for the purposes of the contracted services. The time spent in such lobbying activities must be cost-allocated and cannot be paid for by the State and/or the OHA's funds. Such activities are clearly not within the scope of the contract, nor are they allowed to be within the scope.

2.4 Wages, Hours, and Working Conditions

All Offerors for service contracts shall comply with Section §103-55, HRS, which provides as follows:

“Wages, hours, and working conditions of employees of the Offeror supplying services.

(a) Before any prospective Offeror is entitled to submit any offer for the performance of any contract to supply services in excess of \$25,000 to any governmental agency, Offeror shall certify that the services to be performed shall be performed under the following conditions:

Wages: The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work.

Compliance with labor laws: All applicable laws of the Federal and State governments relating to workers compensation, unemployment compensation, payment of wages, and safety shall be fully complied with.

(b) No contract to perform services for any governmental contracting agency in excess of \$25,000 shall be granted unless all the conditions of this section are met. Failure to comply with the conditions of this section during the period of contract to perform services shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the PO. Final payment of a contract or release of bonds or both shall not be made unless the PO has determined that the noncompliance has been corrected.

It shall be the duty of the governmental contracting agency awarding the contract to perform services in excess of \$25,000 to enforce this section.

(c) This section shall apply to all contracts to perform services in excess of \$25,000, including contracts to supply ambulance service and janitorial service.

This section shall not apply to:

- (1) Managerial, supervisory, or clerical personnel.
- (2) Contracts for supplies, materials, or printing.
- (3) Contracts for utility services.
- (4) Contracts to perform personal services under paragraphs (2), (3), (12), and (15) of Section 76-16, paragraphs (7), (8), and (9) of Section 46-33, and paragraphs (7), (8), and (12) of Section 76-77, HRS.

- (5) Contracts for professional services.
- (6) Contracts to operate refreshment concessions in public parks, or to provide food services to educational institutions.
- (7) Contracts with nonprofit institutions.”

2.5 Specific Qualifications and Requirements

- A. The interested Offeror’s requirements shall include but may not be limited to:
 - 1. Established classification policies, procedures and guidelines;
 - 2. Conducted classification research and studies; and
 - 3. Performed job audits and ensure positions are properly classified.

END OF SECTION

SECTION 3

Scope of Services and Specifications

3.1 Background

The OHA was established through Article XII of the State Constitution under Chapter 10 of the Hawai‘i Revised Statutes (“HRS”). 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 internally.

3.2 Overview, Purpose and Need

The OHA is seeking proposals from interested Offerors to establish a compensation system that can, (1) align, identify and consolidate employment positions across programs into appropriate pay grade levels, and recommend job families where appropriate, (2) create accountable standardized position titles, and (3) establish a process to determine appropriate salary giving consideration to skill level, education, years of experience and years of service.

3.3 Timeframe

The successful Offeror will have twelve (12) months from the notice to proceed to complete the scope of services. Maximum length of contract is sixty (60) months.

3.4 SCOPE OF SERVICES

The successful Offeror or firm is asked to perform a Classification and Compensation Review of all levels of the Office of Hawaiian Affairs (OHA). The study shall include, but may not be limited to:

- A. Meeting with the Chief Operating Officer/Ka Pou Nui and Human Resources Manager to review the agency’s concerns and study objectives, and provide a process for accomplishing the study;
- B. Updating the classification plan for approximately 100 classifications representing approximately 179 permanent full-time, non-union, employees;
- C. Developing a classification structure that reflects OHA’s overall classification and compensation strategy and includes the clear definition of terms and the development of career ladders/promotional opportunities for full-time employees;

- D. Allocating all employees included within the scope of the study to an appropriate job title, job classification and exempt and non-exempt designation pursuant to the Fair Labor Standards Act (FLSA);
- E. Identifying position of similar scope and responsibility for the purpose of consolidating job titles, grade pay levels, and recommend job families where appropriate;
- F. Conducting a competitive pay analysis using published compensation data to assist in the determination of external pay equity, the recommendation of a new base compensation structure, and identifying data sources of the pay analysis;
- G. Conducting a comparative ratio analysis to illustrate the relationships between current pay practices and the newly determined market conditions;
- H. Creating an inclusive final report summarizing the administrative and process methodologies, analytical tools, findings and recommended job description modifications, and compensation structure; and
- I. Educating managers and staff to ensure understanding and support the scope and findings of the study and its accompanying administrative processes.

END OF SECTION

SECTION 4

Proposal Format and Content

4.1 General Instructions for Completing Applications

A. Submission

When an interested Offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks identified in this RFP. The interested 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 interested 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 interested Offeror.

An interested Offeror shall submit one (1) original proposal marked "ORIGINAL", three (3) copies of the original marked "COPY", and one cd and/or flash drive containing the submitted proposal in a portable document form ("pdf"). It is imperative that an interested Offeror submit only one (1) original and 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 interested Offeror's name, address, email address and telephone number.

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

Before submitting a proposal, each interested Offeror must:

1. Thoroughly examine the solicitation documents. Solicitation documents include this RFP, any attachments, plans referred to herein, 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. No supplemental literature, brochures, or other unsolicited information should be included in the proposal packet.

A. Trade Secrets/Confidential Information

If an interested Offeror believes that any portion of their proposal contains information that should be withheld as confidential, the interested Offerors shall provide a written request for nondisclosure of designated proprietary data to be confidential and provide justification to support confidentiality. Such data shall accompany the proposal, shall be clearly marked, and shall 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.

B. 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, and disclose the work product, and to transfer the intellectual property to third parties for the OHA's purposes.

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

C. Offeror's Optional Services

The interested Offeror's optional services are defined as services and/or goods proposed by interested Offeror(s) that are not included in the "Scope of Services" of the RFP and would be considered enhancements, thereof. Costs for the interested Offeror's optional services, selected by the OHA, will be added to the total amount of Contract or be included in the Contract as an optional services item to be exercised by the OHA if and when elected.

4.2 The Proposal Application Sections

A. The proposal forms must 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. All interested Offerors shall submit their proposals under the interested Offeror's exact legal name that is registered with the State of Hawai'i Department of Commerce and Consumer Affairs and shall indicate this exact legal name. Failure to do so may delay proper execution of the contract.

C. The interested 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 representative as reflected on the corporate resolution, the proposal shall be automatically rejected.

- D. A proposal security deposit is not required for this RFP.
- E. Proposals must be typed on plain, white, 8 ½” x 11” paper with one-inch margins on all sides in twelve (12) point font. Printed on one (1) side only.
- F. Proposals shall be bound by either a three (3) ring binder or spiral binding. Tabbing of sections is required.
- G. Documents that require submission on 11” x17” paper to be legible is allowable.
- H. The numerical outline for the application, the titles/subtitles, and the Offeror name and RFP identification information on the top right hand of the corner of each page should be included.
- I. Consecutive page numbering of the proposal application should begin with page one (1) and end with the last numbered page of the complete proposal.
- J. 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.

4.3 Economy of Presentation

Proposals shall be prepared in a straightforward and concise manner, and describe the offering(s) and capabilities in a format that is reasonably consistent and appropriate to the purpose. Emphasis shall be on completeness and clarity of content. If any additional information is required by the OHA regarding any aspect of the Offeror’s proposal, it shall be provided within seven (7) business days after request.

4.4 Oral Presentation

Respondents to this RFP may be required to make an oral presentation of their proposal to ensure a thorough and mutual understanding. The OHA shall schedule the time and location for these presentations (if required); normally within ten (10) days following the proposals due date.

Failure to provide an oral presentation of their proposal to the OHA when requested will result in the Offeror’s proposal being rejected without further consideration.

4.5 Offeror’s Authority to Submit an Offer

The OHA will not participate in determinations regarding an interested Offeror’s authority to sell a product or service. If there is a question or doubt regarding an interested

Offeror's right or ability to obtain and sell a product or service, the interested Offeror shall resolve that question prior to submitting an offer.

4.6 Required Review

Before submitting a proposal, each interested Offeror must thoroughly and carefully examine this RFP, any attachments, addendum or addenda, and other relevant document, to ensure the interested Offeror understands the requirements of this RFP. The interested Offeror must also become familiar with State, Federal, and County laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work required.

Should the interested Offeror(s) find defects and questionable or objectionable items in this RFP, the interested Offeror(s) shall notify the RFP Contract Coordinator in writing prior to the deadline for written questions as stated in this RFP Schedule and Significant Dates, as may be amended to allow the issuance of any necessary corrections and/or amendments to this RFP by addendum, and mitigate reliance of a defective solicitation and exposure of proposal(s) upon which award could not be made.

4.7 Proposal Preparation Costs

All costs incurred by the interested Offeror in preparing or submitting a proposal shall be the interested Offeror's sole responsibility whether or not any award results from this RFP. The OHA shall not reimburse such costs.

4.8 Tax Liability

Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Contractor is advised that they are liable for the Hawai'i General Excise Tax at the current rate of 4.712% for sales made on O'ahu, and at the 4.167% rate for the islands of Hawai'i, Maui, Moloka'i, and Kaua'i. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

The Offeror shall submit its current Federal I.D. No. and Hawai'i General Excise Tax License I.D. number in the space provided on Attachment 1 - Offer Form, page OF-1, thereby attesting that the Offeror is doing business in the State and that the Offeror will pay such taxes on all sales made to the OHA.

4.9 Property of OHA

All proposals become the property of the OHA.

4.10 Proposal Objectives

One of the objectives of this RFP is to make proposal preparation easy and efficient while giving the interested Offerors ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective.

Proposals shall be prepared in a straightforward and concise manner, and in a format that is reasonably consistent and appropriate for the purpose. Emphasis will be on completeness, clarity, and content.

When an interested Offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the interested Offeror has identified as necessary to successfully complete the obligations outlined in this RFP.

The proposal shall describe in detail the interested Offeror's ability and available services to meet the goals and objectives of this RFP as stated in Section 3, Scope of Services and Specifications.

The interested Offeror shall submit a proposal that includes an overall strategy, timeline, and plan for the work proposed as well as expected results and possible shortfalls.

4.11 Proposal Forms

To be considered responsive, the interested Offeror's proposal shall respond to and include all items specified in this RFP and any subsequent addendum. Any proposal offering any other set of terms and conditions that conflict with the terms and conditions provided in this RFP or in any subsequent addendum may be rejected without further consideration.

- A. Offer Form, Page OF-1. Offer Form, OF-1 is required to be completed using the Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable, in the appropriate space on Offer Form, OF-1 (Section 7, Attachment 1). Failure to do so may delay proper execution of the Contract.

The interested Offeror's authorized signature on the Offer Form, OF-1 shall be an original signature in ink, which shall be required before an award, if any, can be made. The submission of the proposal shall indicate the interested Offeror's intent to be bound.

- B. Offer Form, Page OF-2. Pricing shall be submitted on Offer Form OF-2 (Section 7, Attachment 2). The price shall be the all-inclusive cost, including the GET, to the OHA. No other costs will be honored. Any unit prices shall be inclusive.

4.12 Proposal Contents

Proposals must:

- A. Include a cover letter to confirm that the interested Offeror shall comply with the requirements, provisions, terms, and conditions specified in this RFP.
- B. Include a signed Offer Form OF-1 with the complete name and address of the Offeror's firm and the name, mailing address, telephone number, and fax number of the person the OHA should contact regarding the Offeror's proposal. See Section 7, Attachment 1, Offer Form OF-1, for a copy of the form. Include a completed Offer Form OF-2. See Section 7, Attachment 2, Offer Form OF-2, for a copy of the form.
- C. If subcontractor(s) will be used, attach a statement to the cover letter from each subcontractor, signed by an individual authorized to legally bind the subcontractor and stating:
 - 1. The general scope of services to be performed by the subcontractor; and
 - 2. The subcontractor's willingness to perform for the indicated.
- D. Provide all of the information requested in this RFP in the order specified.
- E. Organize RFP into sections, following the exact format using all titles, subtitles, and numbering, with tabs separating each section described below. Each section must be addressed individually and pages must be numbered.

4.13 Proposal Requirements

- A. Minimal Administrative Requirements
 - 1. Offer Forms OF-1;
 - 2. Offer Form OF-2;
 - 3. Cover Letter - in the form of a standard business letter and submitted on official business letterhead and shall be signed by a duly authorized representative;
 - 4. Table of Contents;
 - 5. Tabbing of Sections; and
 - 6. Executive Summary – provides a program overview.

B. Proposal Application Requirements

1. Section 1 – Summary of the Plan – Shows an understanding of the proposal and provided a summary of the plan demonstrating how it will meet the goals and objectives;
2. Section 2 – Action Plan – The interested Offeror clearly and concisely demonstrated scope of services, deliverables and expectations and needs relative to associated costs;
3. Section 3 – Expertise and Capability – The interested Offeror clearly and concisely demonstrated their successful experience in employee classification and compensation;
4. Section 4 – Project Organization and Staffing - Include name(s) of personnel who will be actually working on this project that has the experience required to complete this project;
5. Section 5 – Staff Resumes of Personnel who will be actually working on this project;
6. Past projects;
7. Letters of Recommendations - a minimum of two (2) for lead and each subcontractor;
8. Most Recent Financial Statement of all firms in Offeror’s team; and
9. HCE Certificate of Vendor Compliance for all firms in Offeror’s team (as stated in Section 2.1).

4.14 Receipt and Register of Proposals

Proposals will be received and receipt verified by two (2) or more procurement officials on or after the date and time specified in Section 1, or as amended.

The register of proposals and proposals of the interested Offeror(s) shall be open to public inspection upon posting of the award of a contract pursuant to section §103D-701, HRS.

4.15 Best and Final Offer

If the OHA determines a Best and Final Offer (“BAFO”) is necessary, it shall request one (1) from the Offeror. The interested Offeror shall submit its BAFO and any BAFO received after the deadline or not received shall not be considered.

4.16 Modification Prior to Submittal Deadline or Withdrawal of Offers

The interested Offeror may modify or withdraw a proposal before the proposal due date and time.

Any change, addition, deletion of attachment(s) or data entry of an interested Offer may be made prior to the deadline for submittal of offers.

4.17 Mistakes in Proposals

Mistakes shall not be corrected after award of contract.

When the Procurement Officer knows or has reason to conclude before award that a mistake has been made, the Procurement Officer shall request the interested Offeror to confirm the proposal. If the interested Offeror alleges mistake, the proposal may be corrected or withdrawn pursuant to this section.

Once discussions are commenced or after BAFO are requested, any priority-listed Offeror may freely correct any mistake by modifying or withdrawing the proposal until the time and date set for receipt of best and final offers.

If discussions are not held, or if the BAFO upon which award will be made have been received, mistakes shall be corrected to the intended correct offer whenever the mistake and the intended correct offer are clearly evident on the face of the proposal, in which event the proposal may not be withdrawn.

If discussions are not held, or if the BAFO upon which award will be made have been received, an interested Offeror alleging a material mistake of fact which makes a proposal non-responsive may be permitted to withdraw the proposal if: the mistake is clearly evident on the face of the proposal but the intended correct offer is not; or the Offeror submits evidence which clearly and convincingly demonstrates that a mistake was made.

Technical irregularities are matters of form rather than substance evident from the proposal document, or insignificant mistakes that can be waived or corrected without prejudice to other interested Offerors; that is, when there is no effect on price, quality, or quantity. If discussions are not held or if best and final offers upon which award will be made have been received, the Procurement Officer may waive such irregularities or allow an interested Offeror to correct them if either is in the best interest of the OHA.

Examples include the failure of an interested Offeror to: return the number of signed proposals required by the request for proposals; sign the proposal, but only if the unsigned proposal is accompanied by other material indicating the interested Offeror's intent to be bound; or to acknowledge receipt of an amendment to the request for proposal, but only if it is clear from the proposal that the interested Offeror received the amendment and intended to be bound by its terms; or the amendment involved had no effect on price, quality or quantity.

END OF SECTION

SECTION 5

Evaluation Criteria

5.1 Evaluation of Proposals

An evaluation committee approved by the OHA’s CEO/Ka Pouhana 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 will be composed of individuals with experience in, knowledge of, and program responsibility for the requirements identified in this RFP.

Prior to holding any discussion, a list shall be generated consisting of offers determined to be acceptable or potentially acceptable. However, proposals may be accepted without such discussions.

If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may limit the priority list to the three (3) highest ranked, responsible Offerors.

5.2 Evaluation Categories Mandatory Requirement

Possible Points
Pass or Reject

Evaluation criteria and the associated points are listed below. The award will be made to the most responsible and responsive Offeror whose proposal is determined to be the most advantageous to the State based on the evaluation criteria listed in this section.

Proposal Application

100 points

Category

	Possible Points	10 Maximum Points
Section 1- Summary of the Plan		
<ul style="list-style-type: none"> • Up to 5 points will be awarded based on the degree to which the interested Offeror demonstrates that it has a thorough understanding of the purpose and scope of the RFP. 	5	
<ul style="list-style-type: none"> • The interested Offeror proposing the lowest price will be assigned the maximum points. Each proposal that has a higher cost factor than the lowest will be assigned a lower rating. 	4	

<ul style="list-style-type: none"> Up to 1 point will be awarded based on the interested Offeror ability to provide a cost reduction for recent salary surveys completed within the last 2 years of comparable jurisdictions/positions, the data from which can be shared rather than independently gathered. 	1	
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Section 2 – Action Plan	Possible Points	40 Maximum Points
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<ul style="list-style-type: none"> Up to 20 points shall be awarded on the degree in which the interested Offeror clearly and concisely demonstrates all elements of Section 3, Scope of Services and Specifications, including a work plan that clearly ties all of the elements of the scope in regards to employment classification, position description and compensation analysis activities, and actions performed. 	20	
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<ul style="list-style-type: none"> Up 20 points shall be awarded based on the degree in which the interested offeror clearly and concisely demonstrates that it has defined the scope of each task including the depth and scope of analysis or research proposed. Including a schedule of work that clearly indicated specific milestones to perform the requested services. 	20	
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Section 3 - Experience and Capability	Possible Points	25 Maximum Points
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<ul style="list-style-type: none"> Up to 5 points shall be awarded based on the degree in which the interested Offeror demonstrates advanced knowledge of the laws and practices relating to employee classification and compensation within a government setting. 	5	
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<ul style="list-style-type: none"> Up to 6 points shall be awarded based on the degree in which the interested Offeror provided a proven track record of success in handling all aspects of employee classification and compensation and at least five (5) years of providing these services to public entities in the State of Hawai'i. 	6	
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<ul style="list-style-type: none"> Up to 4 points shall be awarded based on the degree in which the interested Offeror clearly demonstrates its understanding that the OHA is a quasi-state agency, and the complexities that Hawai'i State policies and procedures entail. 	4	
<ul style="list-style-type: none"> Up to 6 points shall be awarded based on the degree in which the interested Offeror demonstrates an understanding of the assignment and knowledge of the skills necessary to serve in the role of the Classification and Compensation Consultant. 	6	
<ul style="list-style-type: none"> Up to 4 points shall be awarded based on the degree in which the interested Offeror precisely demonstrates the ability in educating managers and staff to ensure understanding and support of the new administrative process. 	4	
Section 4 - Project Organization and Staffing	Possible Points	20 Maximum Points
<ul style="list-style-type: none"> Up to 7 points shall be awarded based on the degree in which the interested Offeror demonstrates the skills, abilities, and knowledge necessary to design, conduct, and assist in the implementation of a classification and compensation study. 	7	
<ul style="list-style-type: none"> Up to 7 points shall be awarded based on the degree in which the interested Offeror furnished a list of specific related work projects that have been completed which are directly related to the requested services described in the RFP. 	7	
<ul style="list-style-type: none"> Up to 6 points shall be awarded based on the degree in which the interested Offeror clearly and concisely demonstrates that it has the qualified personnel, expertise, capacity and time to perform the requested services. The interested Offeror's provided the organizational chart. 	6	

Section 5 – Resume of Personnel	Possible Points	5 Maximum Points
<ul style="list-style-type: none"> Up to 5 points shall be awarded based on the degree in which the interested Offeror provided the resumes of their personnel that show the qualifications necessary for the project. 	5	

5.3 Minimum Administrative Requirements Check

Sealed proposals must be received by 2:00 p.m. HST of the day of the deadline. Each sealed proposal shall be opened and inspected by two (2) procurement staff to ensure that all the minimum administrative requirements below, such as necessary forms, information, and signatures have been met. Those proposals that do not meet the minimum administrative requirements will be immediately disqualified and the Offerors of the disqualified proposals shall be informed in writing. Statements which indicate that mandatory certifications will be submitted upon contract award shall be unacceptable.

A. Minimum Administrative Requirements for this RFP:

1. Offer Forms OF-1;
2. Offer Form OF-2;
3. Cover Letter - in the form of a standard business letter and submitted on official business letterhead and shall be signed by an authorized representative;
4. Table of Contents;
5. Tabbing of Sections; and
6. Executive Summary – provides a program overview.

B. Verification of each section submitted:

1. Section 1 – Summary of the Plan – Shows an understanding of the proposal and provided a summary of the plan demonstrating how it will meet the goals and objectives;
2. Section 2 – Action Plan – The interested Offeror clearly and concisely demonstrated the requirements listed to the scope of services, deliverables and expectations and needs relative to associated costs;

3. Section 3 – Expertise and Capability – The interested Offeror clearly and concisely demonstrated their successful experience in employee classification and compensation;
4. Section 4 – Project Organization and Staffing - Include name(s) of personnel who will be actually working on this project who has the experience required to complete this project;
5. Section 5 – Staff Resumes of Personnel who will be actually working on this project;
6. Past projects – Please list and describe;
7. Letters of Recommendations - a minimum of two (2) for lead and each subcontractor;
8. Most Recent Financial Statement of all firms in Offeror’s team; and
9. HCE Certificate of Vendor Compliance for all firms in Offeror’s team (as stated in Section 2.1)

5.4 Initial Evaluation

The proposals that do meet the minimum requirements will be evaluated and scored in accordance with the criteria in Section 5.5 below by members of an Evaluation Committee. Upon scoring all proposals, the Evaluation Committee will rank and list proposals according to the three (3) highest scores on a Priority List.

5.5 Discussion with Priority Listed Offerors

The OHA may invite priority listed Offerors to discuss their proposals to ensure thorough, mutual understanding. The OHA, in its sole discretion, shall schedule the time and location for these discussions, generally within the timeframe indicated in this RFP schedule and significant dates. The OHA may also conduct discussions with priority listed Offerors to clarify issues regarding the proposal before requesting Best and Final Offers (BAFO), if the OHA determines a BAFO is necessary.

5.6 Final Evaluation and Award

The Evaluation Committee shall re-evaluate and re-score the Evaluation Categories considering original proposal, discussion, and any subsequent BAFO, if any. The final evaluation will be based on the same criteria as the initial evaluation (below). The Offeror with the highest score, and represents the greatest value and benefit to the OHA and its beneficiaries, will be selected to receive the award. The RFP Coordinator will notify all other Offerors in writing that a different Offeror has been selected.

END OF SECTION

SECTION 6

Contractor Selection and Contract Award

6.1 Award of Contract

Method of Award. Award will be made to the responsible and responsive Offeror whose proposal is determined to be the most advantageous to the OHA based on the evaluation criteria set forth in the RFP.

6.2 Proposal as Part of the Contract

This RFP and all or part of the successful proposal may be incorporated into the Contract.

6.3 Public Examination of Proposals

Except for confidential portions, the proposals shall be made available for public inspection upon posting of award pursuant to HRS §103D-701.

If a person is denied access to a State procurement record, the person may appeal the denial to the Office of Information Practices in accordance with HRS §92F-42(12).

6.4 Debriefing

Pursuant to HAR §3-122-60, a non-selected Offeror may request a debriefing to understand the basis for the award.

A written request for debriefing shall be made within three (3) working days after the posting of the award of the contract. The Procurement Officer or designee shall hold the debriefing within seven (7) working days to the extent practicable from the receipt date of the written request.

Any protest by the non-selected offeror following a debriefing, shall be filed within five (5) working days, as specified in HRS §103D-303(h).

6.5 Approvals

Any Contract arising out of this offer may be subject to the approval of the appropriate OHA Director as to content, OHA's Corporate Counsel as to form, and the Department of the Attorney General, and to all further approvals, including the approval of the Governor, as required by statute, regulation, rule, order, or other directive.

6.6 Contract Execution

The CONTRACTOR receiving award shall enter into a formal written contract in the form as in Exhibit A. No performance or payment bond is required for this Contract.

No work is to be undertaken by the Contractor prior to the effective date of contract. The OHA is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official starting date.

If an option to extend is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract for the additional extension period.

6.7 Monitoring and Evaluation

The successful Offeror(s) performance under the contract will be monitored and evaluated by the Contract Coordinator or his/her designated representative, the OHA's auditors, 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 included as Exhibit b in this RFP. The Offeror(s) may be required to submit additional written reports, including a corrective action plan, in response to monitoring conducted by the OHA. These additional reports shall not be considered a change to the scope of services and shall continue for the duration of time as deemed necessary by the OHA.

When interest of the OHA or the Contractor so require, the OHA or the Contractor may terminate the contract for convenience by providing forty-five (45) calendar days prior written notice to the other party.

6.8 Payment

Contract payment may be made on a quarterly basis or as determined by negotiation with the successful Offeror.

6.9 Contract Invalidation

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

END OF SECTION

SECTION 7

Attachments and Exhibits

- Attachment 1: OFFER FORM, OF-1
- Attachment 2: OFFER FORM, OF-2
- Exhibit A: SAMPLE CONTRACT
- Exhibit B: GENERAL CONDITIONS

**ATTACHMENT 1:
OFFER FORM, OF-1**

FROM: _____

TO: OHA Procurement Officer:
Kamana‘opono Crabbe, Ph. D
CEO. Ka Pouhana
Office of Hawaiian Affairs, State of Hawai‘i
560 North Nimitz Highway Suite 200
Honolulu, Hawai‘i 96817

RE: Office of Hawaiian Affairs, State of Hawai‘i
OHA RFP NO. HR 2016-09
STANDARDIZATION OF JOB TITLES, DESCRIPTION OF POSITIONS AND
COMPENSATION REVIEW FOR THE OFFICE OF HAWAIIAN AFFAIRS

Dear Dr. Crabbe:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Conditions, by reference made a part hereof and available upon request; and hereby submits the following offer 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 offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawai‘i Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

Sole Proprietor Partnership *Corporation Joint Venture

*State of incorporation: _____

Other _____

Hawai‘i General Excise Tax License I.D. No. _____

Federal I.D. No. _____

**ATTACHMENT 1:
OFFER FORM, OF-1
(CONTINUED)**

Payment address (other than street address below):

Business address (street address):

Respectfully submitted:

Exact Legal Name of Company (Offeror)**

Authorized (Original) Signature

Name & Title: _____

Date: _____

Telephone No.: _____

Fax No.: _____

E-mail Address: _____

**If Offeror is a “dba” or a “division” of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed.

**ATTACHMENT 2:
OFFER FORM, OF-2**

Total contract cost for accomplishing the development and delivery of the services	\$ _____ Total
Contract period:	_____ to _____

Note: Pricing shall include labor, materials, supplies, all applicable taxes, and any other costs incurred to provide the specified services.

The contract for the proposed services may be extended without the necessity of re-soliciting or solicitation, subject to appropriation and availability of funds to OHA, continued need for the services, and OHA’s determination of satisfactory performance of the contracted organization, or unless this Contract is terminated. The option to extend the service shall be offered in writing by OHA prior to the expiration of the contract. No contract or amendment to a contract shall be binding upon OHA until the contract has been fully and properly executed by all parties thereto prior to the start date of the contract. The contracted organization shall not provide any services until the contract is fully and properly executed.

Offeror

Name of Company