



**State of Hawai'i**

**REQUEST FOR PROPOSALS**

**OHA RFP NO. LPM 2017-16**

**FOR**

**VEGETATION CLEARING AND  
VEGETATION AND ROAD MAINTENANCE FOR THE  
OFFICE OF HAWAIIAN AFFAIRS' KŪKANILOKO PROPERTY**

**ISSUED DATE: May 12, 2017**

**DUE DATE: Wednesday, June 14, 2017 12:00 Noon 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.

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## Notice to Offerors

(Chapter 103D, Hawai'i Revised Statutes)

### REQUEST FOR PROPOSALS RFP NO. LPM 2017-16 for VEGETATION CLEARING AND VEGETATION AND ROAD MAINTENANCE FOR THE OFFICE OF HAWAIIAN AFFAIRS' KŪKANILOKO PROPERTY

Notice is hereby given that pursuant to Chapter 103D, Hawai'i Revised Statutes (hereinafter "HRS"), as amended, the Office of Hawaiian Affairs (hereinafter "OHA"), will be accepting sealed proposals for vegetation clearing and vegetation and road maintenance for the OHA's Kūkaniloko property. The proposal shall incorporate plans to clear and/or maintain the specified parcels and maintain the specified road.

This Request for Proposal (hereinafter "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](http://www.oha.org/solicitation), SPO website <http://spo3.hawaii.gov/notices/notices> 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 **Friday, May 12, 2017**.

The OHA's Procurement Unit will conduct a Pre-Proposal Conference from 10:00 a.m. to 11:00 a.m. Hawai'i Standard Time (hereinafter "HST") on **Friday, May 19, 2017**. 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 **12:00 Noon HST, Wednesday, May 17, 2017**.

Sealed proposals will be received at the OHA's Reception Desk located at 560 North Nimitz Highway, Suite 200, Honolulu, Hawai'i, 96817, until **12 noon HST, Wednesday, June 14, 2017**.

**Any unsealed, electronic mail, and facsimile transmitted 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 12:00 Noon 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, without liability to the OHA, when it is determined to be in the best interest of the OHA. Questions relating to this solicitation shall be directed to the RFP Coordinator, Miki Lene at (808) 594-1993 or email [mikic@oha.org](mailto:mikic@oha.org).

OFFICE OF HAWAIIAN AFFAIRS



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Kamana'o pono M. Crabbe, Ph.D.

# INTEREST FORM

for

REQUEST FOR PROPOSAL (hereinafter "RFP") LPM 2017-16  
**VEGETATION CLEARING AND VEGETATION AND ROAD MAINTENANCE FOR  
THE OFFICE OF HAWAIIAN AFFAIRS' KŪKANILOKO PROPERTY**

**INSTRUCTIONS:** Please complete this form and leave original at the OHA Reception Desk where you picked up your RFP packet. A receipt containing important dates, times and information will be given to you. If the RFP was downloaded from the OHA's website, please complete and e-mail or mail this form to the RFP Coordinator.

Read this packet carefully. If you have any questions, please call Miki Lene at (808) 594-1993.

Interest Form	<b>Due on Wednesday, May 17, 2017 by 12:00 Noon HST</b>
RSVP for Pre-Proposal Web Conference	<b>Wednesday, May 17, 2017 by 12:00 Noon, HST</b> RFP Coordinator: Miki Lene at (808) 594-1993, email: mikic@oha.org
Pre-Proposal Conference	<b>Friday, May 19, 2017, 10:00 a.m. to 11:00 a.m. HST</b> Location: OHA, 560 North Nimitz Highway, Suite 200, Honolulu, Hawai'i 96817
Sealed Proposal Deadline	<b>Wednesday, June 14, 2017, by 12 Noon HST</b> Submit to: OHA, 560 North Nimitz Highway, Suite 200, Honolulu, Hawai'i 96817

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

*Contact Information*

Business: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Name of Person Picking up Packet: \_\_\_\_\_

Print: \_\_\_\_\_

Signature: \_\_\_\_\_

# SECTION 1

## Introduction, Terms, Acronyms and Key Dates

### 1.1 Introduction

In 1978, a State of Hawai‘i Constitutional Convention created OHA to address historical injustices and challenges arising out of those circumstances. The convention delegates envisioned an agency that provides a form of self-determination for Native Hawaiians and advocate for their overall well-being.

The OHA was established through Article XII of the State Constitution. Chapter 10 of the Hawai‘i Revised Statutes outlines OHA’s duties and purposes, including promoting and protecting the rights of Native Hawaiians.

### 1.2 Authority

This RFP is issued under the provision of §103D, HRS, as amended, and its companion Chapter 3-122, Hawai‘i Administrative Rules (hereinafter “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: Introduction, Terms, Acronyms and Key Dates – 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 Work and Specifications – Provides Offerors with a general description of the tasks to be performed and defines the deliverables (as applicable).

Section 4: Proposal Format – 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

Ahupua‘a	Land division usually extending from the uplands to the sea
Ali‘i	Chief(s)
BAFO	Best and Final Offer
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
Kūkākūkā	Discussion
Mana	Supernatural or divine power
Moku	District
Mokupuni	Island
OHA	Office of Hawaiian Affairs
Pae ‘Āina o Hawai‘i	Hawaiian archipelago
Piko	Navel, spiritual center
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

## 1.5 Contracting Office

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

Office of Hawaiian Affairs  
 Procurement Unit  
 560 North Nimitz Highway, Suite 200  
 Honolulu, Hawai‘i 96817

Telephone: (808) 594-1993

The RFP Coordinator or his/her designated representative for this RFP is:

Miki Lene	Telephone: (808) 594-1993
Office of Hawaiian Affairs	Fax: (808) 594-1863
Procurement Unit	
560 North Nimitz Highway, Suite 200	Email: <a href="mailto:mikic@oha.org">mikic@oha.org</a>
Honolulu, Hawai‘i 96817	

The Contract Administrator or his/her designated representative shall be responsible for overseeing the contract(s) resulting from this RFP.

Brutus La Benz	Telephone: (808) 594-1944
Land Management Specialist	Fax: (808) 594-1863
Office of Hawaiian Affairs	Email: <a href="mailto:brutusl@oha.org">brutusl@oha.org</a>

## 1.6 Website References

The State Procurement Office (hereinafter “SPO”) website is [www.spo.hawaii.gov](http://www.spo.hawaii.gov). (Note: Website addresses may change from time to time. If a link is not active, try the State of Hawai‘i website at [www.hawaii.gov](http://www.hawaii.gov)).

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

## 1.7 RFP Schedule and Significant Dates

The schedule below represents the OHA’s best estimate of the schedule that shall be followed. All times indicated is Hawaii Standard Time (hereinafter “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	May 12, 2017
Pre-Proposal Conference	May 19, 2017, 10:00 - 11:00 a.m. HST
Site Visit	May 19, 2017, 1:00 – 2:00 p.m. HST
Due Date to Submit Questions	May 24, 2017, 2:00 p.m. HST
OHA’s Response to Questions	May 26, 2017, 4:00 p.m. HST
Proposals Due Date/Time	June 14, 2017, 12:00 Noon HST
Proposal Evaluations	June 14, 2017 – June 21, 2017
Offerors’ Presentation/Discussion (if necessary)	TBD
Best and Final Offer (if necessary)	TBD
Notice of Award	June 28, 2017
Contract Start Date	July 15, 2017

### 1.8 Pre-Proposal Conference

The purpose of the Pre-Proposal Conference is to provide the 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, the Offerors are encouraged to attend to gain a better understanding of the requirements of this RFP.

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 shall be done in the form of an addendum.

The Pre-Proposal Conference will be held on:

Date: Friday, May 19, 2017  
Time: 10:00 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 **12:00 Noon HST, Wednesday, May 17, 2017.**

### 1.9 Submission of Questions

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 above, 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](http://www.oha.org/solicitations) and SPO website <http://spo3.hawaii.gov/notices/notices>.

## 1.11 Cancellation of RFP

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.

## 1.12 Submission of Sealed Proposals

Sealed proposals must be received via hand delivery or the United States Postal Service (hereinafter "USPS") by the date and time designated in the procurement timeline. See Section 1.7 RFP Schedule and Significant Dates. 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 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 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 challenges 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 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) Offer 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 Ka Pouhana, Chief Executive Officer, Head of Purchasing Agency (hereinafter “HOPA”), and subject to the availability of funding.

**1.15 Debriefing**

Pursuant to HAR §3-122-60, a non-selected 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.

**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 Procurement Officer at:

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

**1.17 Trade Secrets/Confidential Information**

If an Offeror believes that any portion of their proposal contains information that should be withheld as confidential, the 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.

### **1.18 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 Offeror understands that the information obtained from these efforts is the sole property of the OHA and that 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.

### **1.19 Offeror's Optional Services**

The Offeror's optional services are defined as services and/or goods proposed by Offeror(s) that are not included in the "Scope of Work" of the RFP and would be considered enhancements, thereof. Costs for the Offeror 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.

### **1.20 Property of OHA**

All proposals become the property of the OHA.

### **1.21 Proposal Objectives**

One of the objectives of this RFP is to make proposal preparation easy and efficient, while giving the 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, in a format that is reasonably consistent and appropriate for the purpose. Emphasis will be on completeness and clarity and content.

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

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

The 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.

The notice of award, if any, resulting from this solicitation shall be posted on the OHA website: [www.oha.org/solicitations](http://www.oha.org/solicitations) and SPO website <http://spo3.hawaii.gov/notices/notices>.

**END OF SECTION**

## SECTION 2

### General Requirements

#### 2.1 General Requirements

##### A. Furnishing Proof of Compliance

The Offeror(s) are advised that if awarded a contract under this solicitation, the 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 (hereinafter “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 (1) of the following:

1. Be registered and incorporated or organized under the laws of the State of Hawai‘i (hereinafter “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 (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. 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 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 DCCA.

The successful Offeror(s) may demonstrate compliance of the above by using the Hawai'i Compliance Express (hereinafter "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 (hereinafter "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, an Offeror will not receive the award.

D. 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 (hereinafter "FY") 2018 with a period of availability from July 1, 2017 to June 30, 2018. 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.

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

- Allowed             Not allowed

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

- Single             Multiple             Single & Multiple

G. 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)

H. Contract Terms

Initial term of contract:	Twelve (12) months
Maximum length of contract:	Thirty-six (36) months

I. 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 July 2017 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 thirty-six (36) 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.

J. 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.

K. 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.

L. 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:
- a. “Added insured – State of Hawai‘i, the OHA, its Trustees, OHA’s employees, representatives and agents.”
  - b. “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: 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.

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 Procurement Officer. Final payment of a contract or release of bonds or both shall not be made unless the Procurement Officer 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.

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 Offeror shall have the following qualifications that shall include, but may not be limited to, the following:

1. The Offeror shall demonstrate prior experience with vegetation clearing and maintenance of large parcels.
2. The Offeror shall demonstrate prior experience with road clearing and maintenance.
3. The Offeror shall demonstrate prior experience with working in culturally and environmentally sensitive sites.
4. The Offeror shall demonstrate prior experience with working with community groups and individual members.
5. The Offeror has or shall hire staff with the appropriate experience to accomplish the scope of services for the resulting contract.

## **2.6 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.

## **2.7 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) which normally occurs within ten (10) days following the proposals due date.

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

## **2.8 Offeror's Authority to Submit an Offer**

The OHA shall not participate in determinations regarding an Offeror's authority to sell a product or service. If there is a question or doubt regarding an Offeror's right or ability to obtain and sell a product or service, the Offeror shall resolve that question prior to submitting an offer.

## **2.9 Required Review**

Before submitting a proposal, each Offeror must thoroughly and carefully examine this RFP, any attachment, addendum, and other relevant document, to ensure Offeror understands the requirements of this RFP. The 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 Offeror(s) find defects and questionable or objectionable items in this RFP, the Offeror(s) shall notify the OHA's Procurement Unit in writing prior to the deadline for written questions as stated in this RFP Schedule and Significant Dates, 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.

## **2.10 Proposal Preparation Costs**

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

## **2.11 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. The Contractor is advised that they are liable for the Hawai'i General Excise Tax at the current 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, the 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.

**END OF SECTION**

## SECTION 3

### Scope of Work and Specifications

#### 3.1 Background

Kūkaniloko, Tax Map Key (“TMK”) 7-1:001:045, 046, 047, 049 and 050, consists of 511 acres formerly known as Galbraith Estate. The acreage that the OHA acquired in 2012 is bound by Kamananui Road to the North West, Kaukonahua Road to the North, Kamehameha Highway to the North East, and Kaukonahua Stream and Lake Wilson to the South located in the Ahupua‘a of Kamananui, in the Moku of Waiālua, on the Mokupuni of O‘ahu.

Within the 511 acres lies a 5 acre parcel (TMK: 7-1-001:048), known as the Kūkaniloko Birthstones State Monument. This monument is currently under the jurisdiction of the State of Hawai‘i’s State Parks Division within the Department of Land & Natural Resources (hereinafter “DLNR”). The OHA has a Right of Entry Agreement with the DLNR for the management of the parcel. The DLNR has been working on transferring the parcel to the OHA via Executive Order, but the transaction has not yet been completed.

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

The OHA is requesting proposals for two phases: Phase I – Vegetation and Road Maintenance for the existing Firebreak Road and 23-acre area, See Exhibit 2: Phase I Map and Phase II – Vegetation and Road Clearing for the 488 acres of Un-Cleared lands, See Exhibit 3: Phase II Map.

#### 3.2 Overview, Purpose and Need

##### A. Overview

The OHA acquired these parcels for the primary purposes as follows:

1. To protect Kūkaniloko by providing a buffer against future incompatible development in the area;
2. To explore the development of compatible agricultural uses and other programmatic initiatives; and

3. To contribute to Hawai'i's food self-sufficiency, preservation of open space and watershed lands and overall community planning goals for central O'ahu.

B. Purpose

For the OHA to meet the purposes of acquiring the Kūkaniloko parcels, a thorough clearing of the 511 acres shall be completed and on-going maintenance shall be planned.

C. Need

1. Clearing and Maintenance of Vegetation
2. Clearing and Maintenance of Roads

### 3.3 Timeframe

The Successful Offeror shall have twelve (12) months from the notice to proceed to complete the scope of work. Maximum length of the Contract is thirty-six (36) months.

### 3.4 Scope of Work

The following section reflects the OHA's substantive expectations relative to specific areas of clearing and maintaining the parcels owned by the OHA located around Kūkaniloko. The OHA Contract Coordinator shall meet/communicate with the successful Offeror to clarify any part of this section as requested by the successful Offeror. The requirements shall include, but may not be limited to:

A. Phase I – Firebreak Road Maintenance & 23-Acre Vegetation and Road Maintenance (See Exhibit 2: Phase I Map):

1. Firebreak Road Maintenance
  - a. The Successful Offeror shall maintain a 40-foot wide firebreak road around the 5-acre buffer area to the Kūkaniloko Birthstones and the easement road that provides access to it, as illustrated by the red line in Exhibit 2: Phase I Map, as an effective firebreak and path for vehicular access.
  - b. The width of the Firebreak Road is to extend 40 feet perpendicular to all points on the base of the outside edge of the dirt berm surrounding the 5-acre Birthstones site and access road.
  - c. Vegetation may be maintained by machine, hand tools, and herbicide application.
  - d. **NO** cutting or spraying is permitted on any portion of the dirt berm unless otherwise approved by the OHA.

2. 23-Acre Road Maintenance
  - a. The Successful Offeror shall maintain an existing dirt road that follows the boundaries of the blue highlighted area in Exhibit 2: Phase I Map, with a roughly 10-15 foot buffer area between the boundary and the road, and any roads transecting the parcel, as highlighted in blue in Exhibit 2: Phase I Map. See Exhibit 2: Phase I Map.
  - b. All roads shall be maintained at 12-feet wide and as an effective path for vehicular access.
  
3. 23-Acre Vegetation Maintenance
  - a. The Successful Offeror shall maintain all vegetation within the property boundaries of the 23-acre parcel, as highlighted in blue in Exhibit 2: Phase I Map, including any vegetation that may be rooted outside of the OHA's property boundary but extends into the vertical plane of the OHA's property, as to prevent illegal camping activities by allowing the OHA's security contractor the ability to easily survey the property.
  - b. This may include mowing, cutting, or tilling of grasses and the cutting, grinding, or grubbing of trees or stumps. Although nearly all trees have been removed from the area, some stumps may remain from past vegetation clearing efforts.
  - c. Herbicides shall NOT be used for this task, unless otherwise approved by the OHA.
  
4. Maintenance Schedule
  - a. The Successful Offeror shall propose a Maintenance Schedule for each of the tasks described above in Items 3.4.A. 1-3, in consideration of all terms included in this Scope of Services, that outline the frequency and methods used to satisfactorily complete such tasks.
  - b. The proposed schedule shall take into account inclement weather conditions that may prohibit maintenance activities and shall include but may not be limited to contingent plans for such scenarios.
  - c. The proposed schedule shall include but may not be limited to the types of herbicides and machinery that may be used to complete each task.
  
5. Phase I Costs Proposal
  - a. The Offeror shall propose costs for the completion of each task, described above in Items 3.4.A. 1-4, based upon the proposed Maintenance Schedules and in consideration of all terms included in this Scope of Services.
  - b. Separate costs shall be provided for different methods proposed, as appropriate.
  - c. Provide additional costs and a maintenance schedule for a potential scenario in which the OHA may require vegetation cutting and regular herbicidal maintenance of the earthen berms that surround Parcels 048 and 049. See Exhibit 2: Phase I Map.

B. Phase II – Un-Cleared Lands (See Exhibit 3: Phase II Map):

1. 488 Acres of Un-Cleared Lands

- a. These areas consist of tall and thickly growing Guinea, California, and other types of grasses; shrub-like bushy species such as Christmas Berry and Lantana; and a variety of tree species that include but may not be limited to Albizia, African Tulip, Gunpowder, Silver Oak, Tree of Heaven and Spiked Pepper.
- b. The Successful Offeror shall provide an initial clearing of all vegetation within selected areas of the project site.
- c. The Successful Offeror shall potentially provide vegetation and access road maintenance in such areas, as determined by the OHA.
- d. There is a possibility that illegal trespassers have dumped rubbish or other objects on the Property, including metals that could cause damage to equipment. Although the OHA is currently unaware of any such objects, they may be easily hidden in the thick vegetation. The Successful Offeror shall be solely liable for damage of any kind caused by rubbish or other objects that may be on the Property.
- e. If the OHA selects an area to be cleared, the Successful Offeror shall provide the OHA, at that time, a maintenance schedule that outlines the frequency, machinery, and methods to be used to adequately maintain the vegetation in the selected area, along with contingent plans for delays in maintenance caused by inclement weather.

2. Methods of Service

- a. The Offeror shall propose costs for each of the following methods of service that shall be selected by the OHA, with recommendations from the Successful Offeror, to conduct Phase II:
  - i. Mowing/Cutting
    - a. Include per acre costs based on the use of different machinery.
    - b. Provide a schedule that describes how often the area mowed or cut will need to be maintained based upon each method (i.e. monthly, bi-monthly, etc.).
    - c. Provide a recommendation for the preferred method(s) and the rationale therefore.
  - ii. Tilling
    - a. Include per acre costs based on the use of different machinery.
    - b. Provide a schedule that describes how often the area tilled will need to be maintained based upon each method (i.e. monthly, bi-monthly, etc.), taking into account the various depth(s) of tilling recommended.
    - c. Provide a recommendation for the preferred method/depth of tilling and the rationale therefore.
    - d. If after an initial tilling is completed, another method(s) of maintenance is recommended, please identify such method(s) and include the cost therefore.

- iii. Tree Trimming
  - a. Include costs for tree trimming, chipping, and stump grinding.
  - b. Provide separate costs if various methods apply to each of these services but include a recommended method with the associated rationale.
  - c. Note: The number and sizes of trees per acre will vary throughout the project site. Therefore, if preferred, Offerors may provide costs per acre, per tree by size, or any other method that may be appropriate.
  
- iv. Grubbing
  - a. Include a cost for grubbing trees and moving the downed trees to the outer edges of the property to be used as material for creating a berm.
  - b. These trees may be chipped and the cost for chipping provided in Item 3.4.B.2.iii will be applied.
  - c. Note: The number and sizes of trees per acre will vary throughout the project site. Therefore, if preferred, Offerors may provide costs per acre, per tree by size, or any other method that may be appropriate.
  
- v. Herbicide
  - a. Herbicides may ONLY be used for road maintenance and cutting and maintenance of the earthen berms, as requested by the OHA, and not for vegetation clearing.
  - b. Include costs based on the use of different herbicides, including at least two (2) types of certified organic herbicides, and the recommended frequency of maintenance spraying.
  - c. The Offeror shall provide an estimated schedule for such maintenance spraying that shall include contingency plans to account for inclement weather conditions that prohibit the spraying of herbicide on a scheduled day.
  - d. In the event that maintenance spraying is delayed for a period of time long enough to allow vegetation to grow back uncontrolled, then the Successful Offeror shall be responsible to cut and re-clear the road of all vegetation prior to resuming a maintenance spray schedule.
  
- vi. Other
  - a. This section is provided should the interested Offeror choose to propose any other method of vegetation removal that is not listed above.
  - b. If the Offeror chooses to propose any other method of vegetation removal that is not listed above, the Offeror shall provide a recommendation for the other method(s) and the rationale therefore.

- c. If the Offeror chooses to propose any other method of vegetation removal that is not listed above, the Offeror shall provide a related schedule that shall include but not be limited to all associated costs and recommended maintenance.

3. Phase II Costs Proposal

- a. The Offeror shall propose costs for the completion of each task, described above in Items 3.4.B. 1-2, based upon the proposed Maintenance Schedules, as appropriate, and in consideration of all terms included in this Scope of Services.
- b. Separate costs shall be provided for different methods proposed, as appropriate.

C. Supplementary Services

The Offeror shall also propose costs for the following supplementary services that may be applied to tasks in both Phases I and II.

1. Mulching

- a. In preparation for potential farming activities, provide an estimate for mulching as a soil amendment.
- b. Include costs for various types of mulch and for tilling the mulch to recommended depths, if advantageous.

2. Liming

- a. In preparation for potential farming activities, provide an estimate for liming as a soil amendment to increase the current acidic pH levels (between 4.4 and 4.9) to a more neutral pH.
- b. Include costs for various types of lime and for tilling the lime to recommended depths, if advantageous.

3. Other

- a. This section is provided should the interested Offeror choose to propose any other supplementary service that is not listed above.
- b. If the Offeror chooses to propose any other supplementary service that is not listed above, the Offeror shall provide a recommendation for the other service(s) and the rationale therefore.
- c. If the Offeror chooses to propose any supplementary service that is not listed above, the Offeror shall provide a related schedule that shall include but not be limited to all associated costs and recommended maintenance.

**END OF SECTION**

## SECTION 4

### Proposal Format

#### 4.1 General Instructions for Completing Applications

##### A. Submission

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 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 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 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 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.

## 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. The 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 this exact legal name. Failure to do so may delay proper execution of the contract.
- C. The 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 submitted on the corporate resolution, the proposal shall be automatically rejected.
- D. A proposal security deposit is not required for this RFP.
- E. Proposal must be typed on plain, white, letter-size (8 ½" x 11") paper with one-inch margins on all sides in twelve (12) point font and printed on one (1) side only.
- F. Proposals shall be bound by a spiral binding. **Do not submit** proposal in a three-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" x17" 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 of the 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.

## 4.3 Proposal Forms

To be considered responsive, the 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, OF-1. Offer Form, OF-1 (Section 7, Attachment 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 the form. Failure to do so may delay proper execution of the Contract.

The 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 Offeror's intent to be bound.

- B. Offer Form, 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 General Excise Tax (hereinafter "GET"), to the OHA. No other costs will be honored. Any unit prices shall be inclusive.

#### **4.4 Proposal Contents**

Proposals must:

- A. Include a cover letter to confirm that the 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.
- C. Include a completed Offer Form, OF-2, with all costs proposals, inclusive of GET. See Section 7, Attachment 2, Offer Form, OF-2, for a copy of the form.
- D. If subcontractor(s) will be used, append 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 work to be performed by the subcontractor; and
  - 2. The subcontractor's willingness to perform for the indicated.
- E. Provide all of the information requested in this RFP in the order specified.
- F. Be organized into sections, following the exact format using all titles, subtitles, and numbering, with tabs separating each section described below. Each section must be tabbed and pages must be numbered.

## **4.5 Proposal Requirements**

### **A. Mandatory Administrative Requirements**

1. Offer Form, OF-1;
2. Offer Form, OF-2;
3. Cover Letter in the form of a standard a business letter, submitted on official business letterhead and signed by a duly authorized representative;
4. Table of Contents;
5. Tabbing of Sections; and
6. Executive Summary – provides a program overview.
7. Appropriate licenses for all Staff and subcontractor(s), if applicable, that will be assigned to this Contract shall be provided.

### **B. Proposal Requirements**

1. Section 1 – Experience;
  - a. Prior experience related to the RFP.
  - b. Past Projects.
  - c. Knowledge of industry standards, clearing and maintaining vegetation on large parcels, and clearing and maintaining roads.
  - d. Capability to work with culturally and environmentally sensitive sites.
  - e. Capability to work with community groups and individual members.
  - f. Letters of recommendations (two (2) minimal for lead and each subcontractor, if applicable).
2. Section 2 – Action Plan;
  - a. Overall Timeline.
  - b. Understanding of the purpose and scope of the RFP.
  - c. Incorporating all elements from the scope of work.
  - d. Thoughtful, practical, efficient and innovative.
3. Section 3 – Cost Proposal
  - a. Cost breakdown associated with the scope of work.
  - b. Pricing compatible with industry standard.

4. Section 4 – Qualifications and Organization;
  - a. Resumes of staff assigned to the project.
  - b. Licenses of staff assigned to the project, as appropriate.
  - c. HCE Certificate of Vendor Compliance (as stated in Section 2.1).

#### **4.6 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 Offeror(s) shall be open to public inspection upon posting of award pursuant to section §103D-701, HRS.

#### **4.7 Best and Final Offer**

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

#### **4.8 Modification Prior to Submittal Deadline or Withdrawal of Offers**

The 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 Offer may be made prior to the deadline for submittal of offers.

#### **4.9 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 should request the Offeror to confirm the proposal. If the 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 has 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 has been received, an 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 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 Offeror to correct them if either is in the best interest of the OHA. Examples include the failure of an 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 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 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 Ka Pouhana/CEO/HOPA 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 priority list shall be generated consisting of offers determined to be acceptable or potentially acceptable. However, proposals may be accepted without such discussions.

#### **5.2 Initial Evaluation**

Proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable. The proposals that do meet the mandatory requirements will be evaluated and scored in accordance with the criteria, Section 5.4 – Evaluation Sections, by members of an evaluation committee.

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 fewer than three (3) acceptable or potentially acceptable proposals, the OHA shall not be required to hold discussions with the Offerors who submitted unacceptable proposals.

Discussion may be conducted with priority listed successful 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 clarify issues regarding the Offeror's proposal before the best and final offer, if necessary.

#### **5.3 Administrative Requirements Check**

The OHA shall conduct an initial review to ensure that all proposals meet the minimum threshold requirements. Proposals shall be reviewed to ensure submittal of all required attachments, certifications, forms, and narrative sections. Mandatory requirements are determined by a pass or no pass criteria. Any proposals received by the OHA that do not include all of the mandatory requirements listed below, shall be deemed unacceptable and shall not pass. Statements which indicate that mandatory certifications will be submitted upon Contract award shall be unacceptable.

Mandatory Requirements for this RFP:

1. Offer Form, OF-1;
2. Offer Form, OF-2;
3. Cover Letter in the form of a standard a business letter, submitted on the Offeror's official business letterhead and signed by a duly authorized representative;
4. Table of Contents;
5. Tabbing of Sections;
6. Executive Summary; and
7. Appropriate licenses for all Staff and subcontractor(s), if applicable, that will be assigned to this Contract shall be provided.

**5.4 Evaluation Sections**

<b>Category</b>	<b>Points</b>
<b>Section 1- Experience</b>	<b>30 Maximum Points</b>
<ul style="list-style-type: none"> <li>• Up to 10 points will be awarded based on the Offeror's proposal which clearly and concisely demonstrates prior experience and ability to complete the project.</li> </ul>	10
<ul style="list-style-type: none"> <li>• Up to 10 points will be awarded based on the Offeror's proposal which clearly and concisely demonstrates prior experience and/or capabilities to work in culturally and environmentally sensitive sites.</li> </ul>	10
<ul style="list-style-type: none"> <li>• Up to 10 points will be awarded based on the Offeror's proposal which clearly and concisely demonstrates prior experience and/or capability to work with community groups and individual members.</li> </ul>	10
<b>Section 2 – Action Plan</b>	<b>50 Maximum Points</b>

<ul style="list-style-type: none"> <li>Up to 15 points will be awarded based on the Offeror's proposal which clearly and concisely demonstrates a thorough understanding of the scope of work, provides all information requested, and provides a realistic schedule of the proposed maintenance actions.</li> </ul>	15
<ul style="list-style-type: none"> <li>Up to 20 points will be awarded based on the Offeror's proposal which clearly and concisely provides sound and comprehensive justifications for their recommendations regarding the methods of work to complete the scope of Phase I.</li> </ul>	20
<ul style="list-style-type: none"> <li>Up to 15 points will be awarded based on the Offeror's proposal which clearly and concisely provides sound and comprehensive justifications for their recommendations regarding the methods of work to complete the scope of Phase II.</li> </ul>	15
<b>Section 3 – Price Proposal</b>	<b>10 Maximum Points</b>
<ul style="list-style-type: none"> <li>Up to 10 points will be awarded based on the Offeror's proposal which clearly and concisely provided a cost breakdown associated with the services provided.</li> </ul>	10
<b>Section 4 – Qualifications and Organization</b>	<b>10 Maximum Points</b>
<ul style="list-style-type: none"> <li>Up to 10 points will be awarded based on the Offeror's proposal which clearly and concisely demonstrates staff and subcontractors qualifications and Offeror's compliance with HCE.</li> </ul>	10
<b>TOTAL POINTS</b>	<b>100</b>

## 5.5 Financial/Price Proposal Review

The financial/price proposal review will be evaluated for financial and contractual acceptability and for 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 must have a lower rating for cost.

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

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

In determining whether a proposal is responsive, the OHA will evaluate the costs and its supporting documentation against realistic operational expenses. The OHA will also review the most recent audited statements of the Offeror.

## **5.6 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 will be evaluated to determine if the Offeror possesses the capability to successfully perform the requirements of the solicitation. The technical criteria are shown below:
  - 1. Experience;
  - 2. Action Plan;
  - 3. Cost Proposal; and
  - 4. Qualifications and Organization.
- B. Proposals will 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. Pursuant to section 3-122-112, HAR, Responsibility of Offerors, the successful Offeror shall produce documents to demonstrate compliance with this section.
- D. Past Performance. The OHA may evaluate the quality of each Offeror's past performance. The assessment of an Offeror's past performance will be used as one means of evaluating the credibility of the Offeror's approach to work accomplishment in the management plan. A record of marginal or unacceptable past performance may be an indication that the promises made by the Offeror are less than reliable. Such an indication will be reflected in the OHA's overall assessment of the Offeror's proposal. However, a record

of acceptable or even excellent past performance will not result in a favorable assessment of an otherwise unacceptable technical proposal.

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

The OHA's conclusions about the overall quality of the Offeror's past performance may be influential in determining the relative merits of the Offeror's proposal and in selecting the successful 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.

## **5.7 Evaluation Criteria**

The evaluation criteria and the associated points are listed in Section 5.4 Evaluation Sections. The award will be made to the most responsible and responsive Offeror whose proposal is determined to be the most advantageous to the OHA based on the evaluation sections. See Section 5.4 Evaluation Sections.

## **5.8 Kūkākūkā (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 BAFOs, if the OHA determines a BAFO is necessary.

## 5.9 Method of Award

All proposals submitted will be evaluated on the basis of the evaluation criteria listed in Section 5.4 Evaluation Section. Proposals shall conform to all terms and conditions contained in the Request for Proposals. Proposals which do not conform to all requirements expressed in this solicitation may be rejected without further evaluation, deliberation or discussion.

- A. All proposals will be reviewed for reasonableness. Offerors who are not within the competitive range will be notified that their proposals are unacceptable, negotiations/discussions are not contemplated, and any revisions of their proposals will not be considered.
- B. Award will be made to the responsive and responsible Offeror whose proposal, conforming to the solicitation and will be most advantageous to the OHA with consideration to price and other evaluation criteria set out in this RFP.

Pursuant to chapter 3-122-59 HAR, if there is only one responsible Offeror submitting an acceptable proposal, an award may be made to the single Offeror, rejected and new requests for proposals may be solicited if certain conditions are not met; the proposed procurement may be cancelled; or an alternative procurement method may be conducted.

- C. 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.

**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. If a vendor/contractor/service provider is not compliant with HCE at the time of award, an Offeror will not receive the award.

#### 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 PO 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 requestor 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 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 of Exhibit 4: Sample Contract. 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 the Contract. The OHA is not liable for any work, contracts, 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 prior to the expiration of the current Contract.

## **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 5: General Conditions in this RFP. The Contractor 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 work and shall continue for the duration of time as deemed necessary by the OHA.

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.

## **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 1: SITE MAP
- Exhibit 2: PHASE I MAP
- Exhibit 3: PHASE II MAP
- Exhibit 4: SAMPLE CONTRACT
- Exhibit 5: GENERAL CONDITIONS

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

FROM: \_\_\_\_\_

TO: OHA Head of Procurement Agency  
Kamana‘opono Crabbe, Ph. D  
Ka Pouhana, CEO  
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. LPM 2017-16  
VEGETATION CLEARING AND VEGETATION AND ROAD MAINTENANCE  
FOR THE OFFICE OF HAWAIIAN AFFAIRS’ KŪKANILOKO PROPERTY

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):

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Business address (street address):

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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 _____

**COMPENSATION BREAKDOWN**

1. Phase I – Firebreak Road Maintenance and 23-Acre Vegetation and Road Maintenance

<b>Task</b>	<b>Method</b> (if applicable, but cost shall be provided for at least one method per task)	<b>Rate per Task</b>
Firebreak Road Maintenance		
23-Acre Road Maintenance		
23-Acre Vegetation Maintenance		
Vegetation Cutting of Earthen Berm surrounding Parcels 048 & 049		
Maintenance of Earthen Berm surrounding Parcels 048 & 049		

2. Phase II – Un-Cleared Lands and Methods of Service

<b>Task</b>	<b>Type of Machinery Used</b> (if applicable, but cost shall be provided for at least one type per task)	<b>Rate per Acre</b>
Mowing/Cutting		
Tilling		
Tree Trimming		
Chipping		
Stump Grinding		
Grubbing		
Other (if applicable)		
Herbicide	<b>Type of certified organic herbicide</b> (cost shall be provided for at least 2)	<b>Rate per Acre</b>

3. Supplementary Services

Task	Type of Mulch/ Lime/Service	Rate per Acre
Mulching as a soil amendment		
Mulching with Tilling (if advantageous)		
Liming as a soil amendment		
Liming with Tilling (if advantageous)		
Other Supplementary Service (if applicable)		

**Note: Pricing shall include labor, materials, supplies, all applicable taxes, and any other costs incurred to provide the specified services. Please use multiple copies of Offer Form, OF-2, as needed for additional methods or types.**

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 the OHA, continued need for the services, and the 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 the OHA prior to the expiration of the contract. No contract or amendment to a contract shall be binding upon the 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

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Name of Company