



State of Hawai'i

REQUEST FOR PROPOSALS

OHA RFP NO. LPM 2016-02

FOR A

MASTER PLAN FOR KŪKANILOKO

ISSUED DATE: March 11, 2016

DUE DATE: April 15, 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. LPM 2016-02
FOR
MASTER PLAN FOR KŪKANILOKO

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 the development of a **Master Plan for OHA's 511 acre parcel(s) surrounding the Kūkaniloko Birthing stones and its current 5 acre buffer zone**. A proposal shall incorporate plans to protect the birthing stones, explore agricultural options, and contribute to the advancement of Hawai'i's food self-sufficiency.

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, 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 **March 11, 2016**.

The OHA's Procurement Unit will conduct a Pre-Proposal Conference from 9:00 a.m. to 10:30 a.m. Hawai'i Standard Time ("HST") on **Wednesday, March 30, 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, March 29, 2016**.

Sealed proposal will be received at the OHA's Reception Desk at 560 North Nimitz Highway, Suite 200, Honolulu, Hawai'i, 96817, until **2:00 p.m. HST, Friday, April 15, 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.
Ka Pouhana/CEO

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SECTION 1

Administrative Overview

1.1 Introduction

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 is bound by Kamananui Road to the North West, Kaukonahua Road to the North, Kamehameha Highway to the North East, and Kaukonahua Stream and Lake Wilson to the South located on the Mokupuni of O‘ahu, Moku of Waialua, and Ahupua‘a of Kamananui.

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 (“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. Successful proposals shall include the 5 acre parcel into the Master Plan.

Kūkaniloko is known to be 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 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.

The OHA is requesting proposals for each phase of the development of a Master Plan for Kūkaniloko, covering both the 511 acre and 5 acre parcels. The Master Plan shall incorporate all pertinent existing information, new information to be published prior to the finalization of the Master Plan, and input from OHA and the greater Community. The overarching goal is to: (1) Protect the birthing stones; (2) explore appropriate agriculture; and (3) contribute to food security. The planning process is intended to provide the OHA options for decision making along the way. The Master Plan is intended to best position the OHA to immediately begin the efficient implementation of the Master Plan in accordance with a three (3) phase schedule that is based on need and availability of funds after Phase I has been completed..

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 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 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 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

ADC	Agribusiness Development Corporation
Ahupua‘a	Traditional Hawaiian division of land
‘Ai Pono	Healthy
Ali‘i	Chief(s)
‘Āina	Land and natural resources
BAFO	Best and Final Offer
BREG	Department of Commerce and Consumer Affairs Business Registration Division
CEO	Chief Executive Officer
CPO	OHA Chief Procurement Officer
DLNR	Department of Land and Natural Resources
EA	Environmental Assessment
EC	Evaluation Committee
EIS	Environmental Impact Statement
FY	Fiscal Year
GET	General Excise Tax
HAR	Hawai‘i Administrative Rules
HCE	Hawai‘i Compliance Express
Ho‘omālamalama	Cultural Learning Center
Ho‘omana	To imbue with power (physically and/or spiritually)
Ho‘ona‘au‘ao	Enlightenment; to educate
Ho‘oulu ‘Āina	To cause the land and natural resources to grow
HOPA	Head of the Purchasing Agency
HRS	Hawai‘i Revised Statues
HST	Hawai‘i Standard Time
‘Ike Hawai‘i	Traditional Hawaiian thought

Jonathan Ching
 Land and Property Manager
 Office of Hawaiian Affairs

Telephone: (808) 594-1947
 Fax: (808) 594-0288
 Email: jonathanc@oha.org

1.6 Website References

The State Procurement Office (SPO) website is 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).

	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	March 11, 2016
Pre-Proposal Conference	March 30, 2016 – 10:00-11:30 a.m. HST
Due Date to Submit Questions	April 5, 2016 – 9:00 a.m. HST
OHA's Response to Questions	April 8, 2016
Proposals Due Date/Time	April 15, 2016 – 2:00 p.m. HST
Proposal Evaluations	April 18, 2016 – April 27, 2016
Offerors' Presentation/Discussion (if necessary)	TBD
Best and Final Offer (if necessary)	TBD
Notice of Award	April 2016
Contract Start Date	May 2016

1.8 Pre-Proposal Conference

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

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, March 30, 2016
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 2:00 p.m. HST, Tuesday, March 29, 2016.

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 on page 4, 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 both the OHA website www.oha.org/solicitations, and SPO website: <http://spo3.hawaii.gov/notices/notices>.

1.11 Cancellation of RFP

The RFP may be canceled when it is determined to be in the best interest of 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 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 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 Ka Pouhana/CEO, 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.

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 Procurement Officer at:

Head of Purchasing Agency	Procurement Manager
Name: Kamana‘opono 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 PO’s debriefing was completed.

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

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 ("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 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, an 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 OHA's Trust Funds, as stipulated in OHA's Annual Budget for Fiscal Year ("FY") with a period of availability from July 1, 2015 to June 30, . 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:	Twenty-four (24) months
Length of each extension:	Up to six (6) 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 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 May 2016 and terminate twenty-four (24) months later, subject to the availability of funds. Unless terminated, the contract may be extended for up to six (6) 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 - OHA's employees and trustees, 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: 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. Knowledgeable of:
 - 1. 'Ike Hawaii (Traditional Hawaiian Thought); and
 - 2. Planning for Collective Impact.
- B. Demonstrated an understanding of the Office of Hawaiian Affairs, its mission, purpose, and vision, and its strategic plan and priorities relative to 'āina.
- C. Demonstrated participatory planning experience working with the Native Hawaiian community.

SECTION 3

Scope of Work and Specifications

3.1 Background

Kūkaniloko is known to be the birthplace of the most sacred Ali'i to the Pae 'Āina o Hawai'i. It is believed to be the location of a Chiefly Center where the arts, practices, and sciences were taught to enable the kinship management of the Pae 'Āina, a traditional system of resource management and governance that symbiotically endured for generations. It is also believed to 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 Kūkaniloko Birthing Stones have been on the National Register of Historic Places since 1973 and approximately 5 acres (TMK: 7-1-001:048) has been set aside as a buffer zone for the stones. This 5 acre parcel is now known as the Kūkaniloko Birthstones State Monument. This monument is currently under the jurisdiction of the State of Hawai'i's State Parks Division within the DLNR and the OHA has a Right of Entry Agreement with the DLNR for the management of the parcel. The DLNR has been working on transferring the parcel to the OHA via Executive Order, but the transaction has not yet been completed.

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

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

3.2 Purpose of the Master Plan

- A. Planning for Kūkaniloko, Planning for the Lāhui

Given Kūkaniloko's historic significance and the modern reawakening of the Lāhui Hawai'i (Hawaiian nation), it is evident that Kūkaniloko will continue to serve as a piko for the Hawaiian people in the future. Thus, when planning for Kūkaniloko, it is imperative to remember that the OHA holds all of its assets in trust for the Lāhui. Therefore, the purpose of this plan is to ensure the OHA's use of Kūkaniloko meets the current and future needs of our people, while realizing and protecting the sacred and spiritual nature of the site.

B. Turning Conceptualization into Implementation

This Master Plan must take the OHA from the conceptual phase to the point of implementation. This includes acquiring all entitlements, such as permits, and the fulfillment of all permit related processes, required to enable the successful implementation of the Master Plan and all of its elements.

3.3 Timeframe

The selected Offeror will have twenty-four (24) months from the notice to proceed to complete the scope of work with an option to extend at a length of up to six (6) months, upon written mutual consent when it is in the best interest of the OHA. Maximum length of contract is sixty (60) months.

3.4 SCOPE OF WORK – PHASE I

A. Planning Approach: Planning for Collective Impact

1. Due to the nature of this site, its proper management will need to be shared and coordinated amongst many individuals, organizations, and the community at large. Due to the diversity of interpretations and interests amongst such a diversified group, there is potential for challenges to arise.

The selected Offeror shall approach creating the Master Plan using the Collective Impact Approach, which provides safeguards to prevent and negotiate these conflicts and challenges. Planning for collective impacts shall include, but may not be limited to:

- a. **A Common Agenda:** Defining a common agenda and a shared vision of change based on core values, guiding principles, and philosophies, to be implemented through a joint approach by way of agreed upon actions. This will lead to the development of a strategic action framework and a governance structure that incorporates a community advisory group(s).
- b. **Continuous Communication:** Regular, consistent and clear communication is the key for all entities to establish trust and thoroughly understand/appreciate the motivation behind each other's efforts. This includes creating common vocabulary that is critical to establishing the Shared Measurement System. Participants shall actively coordinate their

actions, update all parties with regard to progress or challenges, and share lessons learned.

- c. **Shared Measurement System:** Developing a shared system in which success will be measured and supported. This will ultimately result in keeping all efforts aligned and ensure that all participants are held responsible for their individual and collective successes and failures based on measuring the same things.
- d. **Mutually Reinforcing Activities:** As the responsibilities and actions relative to the project are diversified across sectors, the individuals and groups (key stakeholders) will be engaging in different activities. It is imperative that efforts are not unduly replicated, rather that the collective actions stimulate all whom are involved to excel. Each action should be conducted by the participant that possesses the most capacity to do so while consistently supporting the coordinated efforts of the collective throughout the process in accordance with the Master Plan.
- e. **Backbone Support Organizations:** To successfully plan, manage, and implement in the collective impact manner requires a dedicated organization and staff with the capacity and skill to serve as the backbone of the initiative. This entity would be responsible for coordinating the effort and all of its logistical and administrative components, as well as facilitating a highly structured process to facilitate decision making and coordinating funding efforts.

2. Conditions for Successful Collective Impact

- a. The OHA shall support collective impact by:
 - 1) Bringing together cross-sector leadership and fostering their active engagement over time.
 - 2) Assigning staff that can focus on the initiative.
 - 3) Assisting with the facilitation and contract management necessary to conduct and complete a Master Plan that incorporates the philosophies and constructs of collective impacts.

Adequate financial resources must be available that shall include, but may not be limited to:

- 1) The OHA will serve as the anchor funder for the planning process.
- 2) The OHA will actively work to secure funding and programmatic and strategic partnerships to enable the implementation of the Master Plan.
- b. There needs to be an obvious urgency for change. The 511 acre property surrounding, the Kūkaniloko site was acquired to: 1) Protect the Birthing Stones; 2) explore appropriate agriculture; and 3) contribute to Hawai‘i’s food security.
 - 1) The Kūkaniloko site is in need of a level of protection and management that exceeds its current designation as a State park.
 - 2) The OHA beneficiaries view our cultural sites as being alive and would like to approach historic preservation from a “passive with buffer zone” to a more active and engaging model.

- 3) Agriculture has undergone significant changes in the past forty (40) years. Many of the large agricultural mono-cropping enterprises have been diversified, with many of the land holdings changing hands. This is dramatically changing the landscape of Hawai‘i. The OHA has the opportunity to protect these particular agriculture lands and implement agricultural strategies and action that implement Hawaiian values, guiding principles, and philosophies, paired with education and historic preservation.
- 4) Traditional Hawaiian foods, medicine, and utilitarian items are increasingly scarce. The OHA has an opportunity to actively address this issue in the way and manner that we approach agriculture on these particular parcels.
- 5) The changes over time have taken a toll on our ecosystem and have severely impacted our watersheds. This, paired with the changes in climate that we are observing, are reasons for great concern. The OHA has the opportunity to approach agriculture that incorporates education and historic preservation, and contributes in a positive manner toward our overly taxed resources and current ecological conditions.

3. Examples of phases associated with collective impact

Components for Success	Phase I Initiate Action	Phase II Organize for Impact	Phase III Sustain Action &Impact
<i>Governance and Infrastructure</i>	Identify champions and form cross-sector group	Create infrastructure (backbone and processes)	Facilitate and refine
<i>Strategic Planning</i>	Map the landscape and use data to make case	Create common agenda (goals and strategy)	Support implementation (alignment to goals and strategies)
<i>Community Involvement</i>	Facilitate community outreach	Engage community and build public will	Continue engagement and conduct advocacy
<i>Evaluation and Improvement</i>	Analyze baseline data to identify key issues and gaps	Establish shared metrics (indicators, measurement, and approach)	Collect, track, and report progress (process to learn and improve)

4. Personnel to Consider for Master Planning Team
 - a. Financial Analyst;
 - b. Environmental/Land Use Planner;
 - c. Public Relations and Outreach;
 - d. Hawaiian Cultural Specialist; and
 - e. Archaeologist/Anthropologist.
- B. Planning Process – The selected Offeror shall complete the following steps in the planning process:
1. Develop a written Basis, delivered to the OHA, for planning as derived from OHA’s conceptual direction for Kūkaniloko. The Basis will serve as a primer to gather additional community input. The Basis shall, at minimum:
 - a. Establish preliminary vision, values, goals, and objectives;
 - b. Revisit the Land Use Themes and Allowable Land uses (as stated in the OHA’s conceptual direction). There are four (4) priority themes and three (3) proposed land uses in accordance with the OHA’s conceptual direction (Exhibit A);
 - 1) The four (4) priority themes are:
 - a) Sanctification;
 - b) Ecological Rehabilitation/Regeneration;
 - c) Education; and
 - d) Connection.
 - 2) The three (3) land uses are:
 - a) Ho‘omana/Palena ‘Āina: Resource Protection, Regeneration, and Sanctification
 - b) Ho‘ona‘au‘ao; and
 - c) Ho‘oulu ‘Āina.
 - c. Discuss and document what would be considered appropriate actions for each of the land uses considering the four (4) priority themes and intent of the OHA’s conceptual direction. Also include in discussions any activities that would be inappropriate at these parcels. This shall be informed by the information provided in the Preservation Plan (Ethnographical Interviews, materials contained in the draft TCP, and other pertinent and cited information relative to the site); and
 - d. For each of the land uses, the selected Offeror shall gather internal input from the OHA and community input to inform the selected Offeror’s recommendations, to include, but not be limited to, the following categories:
 - 1) “Maoli-Scape”: The utilization of indigenous, endemic, and Polynesian plants for:
 - a) Landscaping;
 - b) Agriculture;
 - c) Educational Cultural and Botanical Center; and
 - d) Reforestation and Agroforestry.

- 2) Access
 - a) Circulation;
 - b) Parking;
 - c) Swales and reservoirs; and
 - d) Security and access control.
- 3) Soil
 - a) Remediation and restoration; and
 - b) Soil Conservation.
- 4) Water
 - a) Needs and sources of water;
 - b) Location of water storage; and
 - c) Drainage and Wastewater.
- 5) Structures and Programmatic Spaces
 - a) Buildings
 - i. Enclosed/indoor;
 - ii. Open/outdoor; and
 - iii. Hybrid.
 - b) Cultural Structures and Spaces;
 - c) Nurseries;
 - d) Water infrastructure;
 - e) Restrooms; and
 - f) Ancillary Facilities
 - i. Restaurant;
 - ii. Gift Shop;
 - iii. Administrative office;
 - iv. Classrooms;
 - v. Meeting spaces
 - vi. Processing facilities;
 - vii. Storage; and
 - viii. Utility spaces.
- 6) Energy and Utilities
 - a) Needs and sources of energy; and
 - b) Energy production.
- 7) Relationships and responsibilities to cultural sites
 - a) The Birthing Stones;
 - b) Previously existing sites including, but not limited to:
 - i. Ho‘olono Pahu;
 - ii. Maika Field;
 - iii. “Crossroads of Three-Trails”; and
 - iv. Other per TCP/Preservation Plan
 - c) How each land use serves as a buffer to the Kūkaniloko Birthing site (5 acre parcel)
- 8) Sustainable and regenerative funding
 - a) How are the development, maintenance, monitoring, management, staffing, and repair funded?
 - b) What happens with excess funds?

9) What are the risks and liabilities to the OHA Trust?

2. Establish a Working Group (“WG”) for the planning of Kūkaniloko

Provide a draft Charter to set the basic construct of the WG. The Charter shall include, but may not be limited to, statements regarding:

- a. The purpose of WG
 - 1) The members of the WG will serve to assist the OHA with the Master Plans for Kūkaniloko based on their knowledge, experience, cultural acumen and other skillsets that they possess. These WG members shall also serve as ambassadors to the community with regard to the Master Plan and assist in communicating information to and from the WG to the community as agreed upon by the WG and the OHA.
- b. The Authority of the WG
- c. The Membership of the WG
 - 1) Five (5) to nine (9) members shall be selected to serve upon the WG, must be an odd number for decision making purposes. The WG will dissolve with the completion of the Master Plan unless otherwise documented and communicated by the OHA in writing.
 - 2) Qualifications for the WG shall be sought in the following categories:
 - a) Cultural Resources Management;
 - b) Natural Resource Management;
 - c) Agriculture;
 - d) Archaeology;
 - e) Business and Marketing;
 - f) Education;
 - g) Cultural Specialist; and
 - h) Environmental or Related Law.
 - 3) Prior to officially forming the group, a draft protocol shall be created outlining the policy and procedure to fill vacant seats on the WG and to handle resignations.
 - 4) The members shall serve as volunteers without compensation. The members may be reimbursed for expenses accrued in carrying out their official duties at the OHA’s discretion.
- d. WG Member Selection
 - 1) The WG will be selected through a fair selection process. Applications will be made publicly available which will include a submittal deadline. The application shall extract, but may not be limited to:
 - a) The applicants name and contact information;
 - b) Area of expertise;
 - c) Why the applicant is interested in participating as part of the WG;
 - d) What affiliations the applicant has as relevant to planning for Kūkaniloko;

- e) Applicants experience on similar advisory or WG relative to planning for projects that are similar in nature;
 - f) A comprehensive understanding of the Applicant’s skill set(s);
 - g) What they believe the role of the WG is;
 - h) A commitment to participate regularly in all WG meetings throughout the duration of the planning process; and
 - i) A listing of any specified qualifications or experience that will bring added value to the WG.
- 2) Applicants will be selected based upon the following criteria:
- a) Candidate demonstrates a desire to participate in the WG with no inclination of hidden/targeted/personal agendas or ulterior motives.
 - b) Candidate demonstrates affiliation that is relevant to the OHA’s strategic plan and values relative toward ‘Āina in general and specific to Kūkaniloko.
 - c) Candidate shall provide evidence of demonstrated experience in participating with similar advisory councils and or working groups.
 - d) Candidate clearly demonstrates that they possess the capacity, knowledge, expertise, skills, and interests that will bring value to the WG.
 - e) Candidate demonstrates a clear and accurate understanding of the purpose, responsibilities, and goals of the WG.
 - f) Candidate demonstrates the availability of time and resources to participate in the WG on a regular and consistent basis.
 - g) Candidate demonstrates cultural acumen that will bring value to the WG, enabling them to navigate the planning process through both their content area expertise and deep comprehension of traditional Hawaiian culture, practices, values, guiding principles, and philosophies.
- 3) Applicants will be chosen by a selection committee of at least three (3) individuals from the OHA. When the application submittals warrant, the OHA reserves the right to interview applicants prior to their final selection.
- 4) Once selected each applicant will be required to sign and agree to a letter of understanding and agreement that will formally explain their roles and responsibilities, term of service, limitation of powers, confidentiality and non-disclosure clause, and other applicable rules and guidelines as associated with their affiliation with the WG.
3. Work with OHA to establish a Kupuna Cultural Council/Advisory Committee (“KCCAC”)
- a. Purpose

The purpose of the KCCAC is to gather a group of cultural experts to advise OHA and its agents throughout the planning and implementation processes on culturally related issues. KCCAC members will also represent and report back to the communities to which they are a part of.

- b. Authority
 - 1) The KCCAC shall be run separately from the WG but incorporated into the planning process in an advisory capacity.
 - 2) KCCAC differs from the WG in that its responsibilities shall extend minimally until eight (8) years after the Master Plan's implementation.
 - c. Membership
 - 1) The OHA is currently drafting a Preservation Plan for Kūkaniloko. As part of that process the OHA will be consulting with cultural experts. The selected Contractor shall collaborate with OHA to gather those experts as potential members of the KCCAC.
 - 2) The KCCAC shall include a diverse cross section of individuals who are respected in the community as knowledgeable cultural leaders, practitioners, lineal descendants related to the property, etc.
 - 3) The KCCAC members shall be one or more of the following:
 - a) Respected community members;
 - b) A member that represents the caretakers of the site;
 - c) Cultural practitioners;
 - d) Lineal Descendants;
 - e) An experienced cultural monitor;
 - f) A historic preservation expert; and
 - g) A representative of the moku or ahupua'a associated with the property.
 - 4) Applicants for a KCCAC position shall provide a minimum of three (3) letters of recommendation from a diversified cross-section of the community that they represent.
 - 5) The KCCAC shall consist of an odd number of members to create a group of five (5), seven (7), or nine (9) members.
 - 6) Prior to formation, a draft protocol should be created to determine how any vacated seats on the KCCAC shall be filled, should there be a need to replace a member.
 - 7) OHA shall establish a selection process and committee that will review all applications and decide who shall sit on the KCCAC.
 - 8) The first order of business shall be:
 - a) Establishing the "call to action" for the group and solidify the purpose, function, and powers of the group; and
 - b) Identify and clearly define guiding values, principals, and philosophies to be applied to the planning and implementation.
4. Operations: This section shall govern the operations of the WG and KCCAC.
- a. Members of either committee may not use or allow the use of, for other than purposes of the Council/Group, any information obtained through or in connection with their affiliation to the Council/Group that has not been made available to the general public.
 - b. When speaking to the public or writing about any matter regarding the Project or Project site in a document for distribution beyond the

WG/KCCAC membership, such member shall clearly distinguish those recommendations, opinions, or positions officially adopted by the WG/KCCAC as a body from those he or she may have as an individual. In no case shall a member represent his/her individual opinions as those of the WG/KCCAC or the OHA.

- c. Any WG/KCCAC member who has a conflict of interest, including, but not limited, to financial, personal, professional, etc., in any matter before the WG/KCCAC or its Subcommittees or WGs, shall declare the conflict and excuse him or herself from any action on that matter, including discussion and voting actions. The OHA Coordinator will determine if a conflict of interests exists or not.
- d. The WG/KCCAC as a whole:
 - 1) The WG/KCCAC shall not provide advice or make recommendations regarding Master Planning for Kūkaniloko to anyone other than the OHA.
 - 2) The WG/KCCAC shall not perform operational or management functions, and has no authority to make decisions or express policy on behalf of the OHA.
 - 3) Any advice, correspondence, or information that the WG/KCCAC wishes to share or express to others beyond the OHA must be submitted to and approved by the OHA Coordinator prior to any WG/KCCAC statement/action.
 - 4) Any communications (oral or written), i.e., correspondence, press releases, informational releases, news articles, or other written documents, that are intended to represent the WG/KCCAC as a body must be submitted to and be approved by the OHA Coordinator, in collaboration with the OHA's Community Engagement Division. The following disclaimer shall be placed in documents originating from the WG/KCCAC:
"The Council/Group is an advisory body. The opinions and findings of this body do not necessarily reflect the position of the Office of Hawaiian Affairs."

5. Broader community engagement shall be conducted as determined necessary by OHA.

C. Master Plan Requirements and Guidelines – The Master Plan shall:

1. Be in compliance with all State laws.
2. Incorporate:
 - a. 'Ike Hawai'i;
 - b. Aloha 'Āina;
 - c. Mālama 'Āina;
 - d. Awareness of the cultural significance of the parcel; and

- e. Stake holder and community input, especially that of the Native Hawaiian community.
3. Align with and build upon the OHA's conceptual direction for the parcels as seen in Exhibit A.

The Master Plan shall consider the historical significance and cultural and ecological resources of the site and balance the protection, management, maintenance, and evolution of those resources in alignment with the OHA's conceptual direction.

4. Include an overview and analysis of all existing plans, documents, and reports related to the property to date. The Master Plan shall clearly show how this overview and analysis of the relevant background information is integrated into the Plan's management, and development strategies.
- a. Documents that the successful Offeror shall review and incorporate into the overview and analysis include, but are not limited to, the following:
 - 1) Phase I Environmental Assessment (Attachment 3);
 - 2) Warranty deed (Attachment 4);
 - 3) Grant of conservation easement (Attachment 5);
 - 4) Preservation plan (is expected to be completed in Spring/Summer of 2017. Successful Offeror must incorporate the final Preservation Plan into the Master Plan);
 - 5) OHA's Kūkaniloko Information Sheet (Attachment 6);
 - 6) Water, soil, and agricultural report; and report from ITC Water Management, Inc. (is expected to be completed in Fall/Winter 2016. Contractor must incorporate the final Preservation Plan into the Master Plan);
 - 7) OHA's Conceptual Direction (Exhibit A);
 - 8) Any reputable publications on the cultural/historical significance or usage of the area;
 - 9) Any pertinent land use regulations; and
 - 10) Reports or documents pertaining to other planning initiatives in Wahiawa, that shall include, but may not be limited to:
 - a) Agribusiness Development Corporation's ("ADC") plans;
 - b) State of Hawai'i General Plans. Please contact the Contract Coordinator for the plans.
4. Include all information needed to inform an RFP for the implementation of each section of the Master Plan, which shall include, but not be limited to:
- a. Details for the design, implementation, and construction of the infrastructure necessary to support the elements of the Master Plan, including, but not limited to, circulation, water, structures, and landscaping, agroforestry and agriculture.

- b. A phasing schedule and budget based on justified recommendations on the order of which actions should be completed first.
 - c. Recommendations for short and long-term funding mechanisms to support the development of the project, to include, but not be limited to, feasible uses of the property for revenue generation that are in line with OHA's conceptual direction.
 - d. Recommendations for design guidelines for each land-use initiative and their associated elements of the Master Plan.
5. Take the elements of the Master Plan to the site plan level.
- a. Enable specific RFP's to be written for the design, permitting, and construction of all of the Master Plan's elements.
 - b. Create a phased schedule and budget for the full implementation of the Master Plan that shall include, but may not be limited to, a graphical and programmatic plan illustrating the phasing of the project through its completion.
6. Categorize the parcel based on usage using the following list of designations. Typically, the OHA's parcels are designated as one (1) of the listed designations. Due to the complexity of the parcel(s) at Kūkaniloko, however, and the potential for diversified uses, this plan may utilize multiple designations as applicable. The following designations may be used:
- a. Conservation and Preservation Land designations shall:
 - 1) Optimization of natural resource sustainability, regeneration, and stewardship/kinship to enhance and restore conservation values.
 - 2) Remain flexible to develop with the needs of the resources and the Native Hawaiian community.
 - b. Cultural land designations or lands that include sites with high cultural significance shall:
 - 1) Be reserved and held forever sacred and inviolable.
 - 2) Have an appropriate geographic buffer zone that shall be considered.
 - 3) Provide cultural designations that shall remain flexible to develop with the needs of the resources and the Native Hawaiian community.
 - c. Program Land designations shall:
 - 1) Maximize the delivery of services to the Native Hawaiian community.
 - 2) Provide any revenue generated on program land designations to fund the needs of the programs, including the further development, management, maintenance, monitoring, and repair of the property, structures, infrastructure, etc. that enable the program to function.
 - 3) Remain flexible to develop with the needs of the programs and the Native Hawaiian community.

- d. Investment Land designations shall:
 - 1) Optimize economic performance that shall include, but may not be limited to:
 - a) Ground and space leasing;
 - b) Leasing to third party developers;
 - c) Master development agreements; and
 - d) Joint development agreements and partnerships.

- 7. Include the following, to be provided by the CONTRACTOR:
 - a. A determination on the need for an Archaeological Inventory Survey or Archaeological Inventory Survey Plan;
 - b. Visitor counts and carrying capacity;
 - c. Review of complementary and conflicting uses;
 - d. Biological study;
 - e. Hazardous conditions report; and
 - f. Public-private financing tool(s).

- 8. Include thorough discussion of the following Key Features:
 - a. Major Uses and Scenarios and Maintenance/Management Concepts
 - 1) Cultural Activity Zones;
 - 2) Agricultural Activity Areas;
 - 3) Nodes of Activity;
 - 4) Educational Activity Zones;
 - 5) Ecological Rehabilitation/Regeneration Zone;
 - 6) Scenic Views and Sightlines; and
 - 7) Site Interpretation Plan.
 - b. Infrastructure Needs, Maintenance, and Management
 - 1) Water (potable and irrigation);
 - 2) Wastewater and Drainage;
 - 3) Circulation (Vehicular, Pedestrian, and Other);
 - 4) Electrical Power and Potential Renewable Resources; and
 - 5) Communications.
 - c. Capital improvements
 - d. Programmatic Needs
 - e. Organization, Operation, and Governance
 - f. Revenue Generation Opportunities
 - 1) Market Analysis;
 - 2) Financial Assessment for Candidate Land Uses;
 - 3) Alternatives; and
 - 4) Development Guidelines and CC&R's.
 - g. Measurements of Success
 - h. Phasing, Schedule, and Budget
 - 1) Development of Roadmap to full completion

- 2) Development of Schedule, Phasing (short 5, mid 10, long 10-20), and Budget
- i. Regulatory Coordination
 - 1) Identify necessary parties, tasks, anticipated timelines and effort needed.
 - 2) Implement necessary coordination.
- j. Recommendations for an Interim Management Plan
 - 1) Access
 - a) Proposed Limits on Access;
 - b) Fees; and
 - c) Passes/Access Cards or IDs.
 - 2) Parking
 - 3) Public Safety
 - 4) Vegetation and Natural Resource Maintenance
 - 5) Cultural Resource Maintenance
 - 6) Burials;
 - 7) Archaeological Sites; and
 - 8) Site Interpretation.
- k. Education
- l. Other as Determined by OHA

D. Post Plan Preparation Tasks

Upon the completion and approval by the OHA of the Master Plan, the CONTRACTOR shall at minimum:

- 1. Drafting recommendations for the implementation of the Master Plan, which shall outline how the implementation of the Master Plan shall be managed, including, but not limited to, a discussion of:
 - a. Overall Management;
 - b. Access, Hours of Operation, and Parking;
 - c. Cultural Use Plan and Site Management;
 - d. Utility Management;
 - e. Natural Resource Management;
 - f. Educational Program Management;
 - g. Agricultural Related Management; and
 - h. Hazzard Mitigation and Risk Management.
- 2. Present the Master Plan and Implementation Recommendations to the OHA and its beneficiaries.

E. Promoting Public Involvement;

F. Conducting Public Scoping; and

- G. Conducting Agency-Stakeholder Consultation.

3.5 SCOPE OF WORK – PHASE II

- A. Phase II shall be implemented based upon the availability of funds and the OHA’s need that shall include, but may not be limited to:
 - 1. Conducting a Programmatic Environmental Assessment (“EA”)/Environmental Impact Statement (“EIS”) shall include, but may not be limited to the following:
 - a. Climate Information;
 - b. Geology and Topography;
 - c. Soil Survey;
 - d. Ground and Surface Water;
 - e. Existing Vegetation and Biological Inventory;
 - f. Natural Hazards;
 - g. Cultural Resources;
 - h. Scenic Resources;
 - i. Noise;
 - j. Air Quality;
 - k. Vehicular, Pedestrian Circulation, Public Transportation, and Parking;
 - l. Wastewater;
 - m. Drainage;
 - n. Electrical and Communication Systems;
 - o. Solid Waste Disposal;
 - p. Community Character;
 - q. Population and Demographics;
 - r. Economy;
 - s. Public Services, Schools, Health Care Services, Recreational and Other Facilities;
 - t. Relevance to State Plan, O’ahu Island Plan, Local Development Plan, Wahiawa Community Plan;
 - u. Required Approvals and Permits; and
 - v. Existing Uses;
 - 2. Conducting a Cultural Impact Assessment of the:
 - a. Project Area;
 - b. Project Location;
 - c. Environment;
 - d. Geology;
 - e. Flora;
 - f. Fauna; and
 - g. Cultural and Historical Background;
 - 1) Site History;

- 2) Genealogies;
- 3) Burials;
- 4) Preservation Plan; and
- 5) Traditions and Cultural Use.

- F. Promoting Public Involvement;
- H. Conducting Public Scoping; and
- I. Conducting Agency-Stakeholder Consultation.

3.6 SCOPE OF WORK – PHASE III

- A. Phase III shall be implemented based upon the availability of funds and the OHA's need that shall include, but may not be limited to:
 1. Obtaining permitting and entitlements;
 2. Promoting Public Involvement;
 3. Conducting Public Scoping; and
 4. Conducting Agency-Stakeholder Consultation.

SECTION 4

Proposal Format and Content

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 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.

B. 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.

C. 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, 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.

D. 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.

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 paper with one-inch margins on all sides in twelve (12) point font. Printed on one (1) side only.
- F. Proposals must be submitted on white, 8 ½" x 11" paper and shall be bound by either a three (3) ring binder or spiral binding. Tabbings of sections is required.
- G. Documents that require submission on 11" x 17" 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 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 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.

4.6 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.

4.7 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.

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 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 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 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.

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.

4.11 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 providing 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 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 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 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 State. 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 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 Offeror's firm and the name, mailing address, telephone number, and fax number of the person the State 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, 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.
- D. Provide all of the information requested in this RFP in the order specified.
- E. 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 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 a business letter and 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.
- B. Proposal Application Requirements
 - 1. Section 1 – Overall Timeline and Cost Breakdown for each work phase;

2. Section 2 – Action Plan – Include schedule of work phase, of cost breakdown of each work phase, methodology, deliverables, personnel, identifying lead for work phase;
3. Section 3 – Organization/Staffing Chart with name of personnel who will be actually working on this project;
4. Section 4 – Project Staffing Qualifications and Organization;
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 Offeror(s) shall be open to public inspection upon posting of award 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 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 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.

4.17 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 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 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 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 State. 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 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.

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 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 a 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.

- B. Verification each section submitted
1. Section 1 – Overall Timeline and Cost Breakdown;
 2. Section 2 – Action Plan;
 3. Section 3 – Organization/Staffing Chart with name of personnel who will actually be working on this project;
 4. Section 4 – Project Staffing Qualifications and Organization;
 5. Section 5 – Staff Resumes of Personnel;
 6. Past projects;
 7. Letters of Recommendations - two (2) minimal 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).

5.3 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 (“EC”). Upon scoring all proposals, the EC will prioritize and list proposals according to the three (3) highest scores on a Priority List.

5.4 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 Best and Final Offers (BAFO), if the OHA determines a BAFO is necessary.

5.5 Final Evaluation and Award

The EC shall re-evaluate and re-score the Priority List considering original proposal, Kūkākūkā, 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 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.

5.6 Evaluation Criteria

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.

5.7 Evaluation Work Sheet

Category

Section 1 - Background and Summary: The interested Offeror clearly and concisely summarized and highlighted the contents of the proposal in such a way to provide the OHA with a broad understanding of the entire proposal. The Offeror included a summary of the plan demonstrating how it will meet the goals and objectives related to the scope of work, and how the proposed service is designed to meet the problem/need identified in the service specifications.

Possible Points 15 Maximum Points

<ul style="list-style-type: none"> The interested Offeror demonstrated a thorough understanding of the purpose and scope of the RFP. 	4	
<ul style="list-style-type: none"> The interested Offeror demonstrated an understanding of the importance of working with and interacting with the community and other stakeholders as an integral part of developing the Master Plan. 	4	
<ul style="list-style-type: none"> The interested Offeror provided a summary and timeline, including a cost proposal associated with the schedule of work provided. The interested Offeror’s summary plan demonstrated appropriateness to the project, is efficient, practical, thoughtful, and innovative. 	7	

Section 2 - Experience and Capability: The interested Offeror clearly and concisely demonstrated their successful experience in developing, or assisting in the development of, a Master Plan for ‘āina in Hawai‘i.

Possible Points 20 Maximum Points

<ul style="list-style-type: none"> The interested Offeror demonstrated a keen understanding and awareness of Native Hawaiian culture, the OHA, the history of Kūkaniloko, the stakeholders, and the general Native Hawaiian Community. 	5	
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<ul style="list-style-type: none"> The interested Offeror demonstrated prior experience related to developing a Master Plan for land and organizations here in Hawai'i. 	3	
<ul style="list-style-type: none"> The interested Offeror demonstrated prior experience related to developing other programs and plans that are similar in nature and complexity to developing a Master Plan. 	3	
<ul style="list-style-type: none"> The interested Offeror demonstrated prior experience related to organizing, networking, and collaborating with other entities, indicative of the type and level of work required to develop a Master Plan. 	3	
<ul style="list-style-type: none"> The interested Offeror understands the project, has experience in doing this kind of work, and has the capacity to successfully complete this project, relative to cost, and constitutes a sound investment for the OHA and represents the best value in terms of satisfying this RFP. 	3	
<ul style="list-style-type: none"> The interested Offeror demonstrated the ability to deliver this project on time and within budget. 	3	

Section 3 - Project Organization and Staffing: The interested Offeror provided the minimal qualification, including experience, for staff assigned to the proposed project, attached resumes and relevant professional background/experience of each staff, and included the organizational chart. The interested Offeror shall have the qualifications and experience of organization and staff to successfully complete this project.

Possible Points 15 Maximum Points

<ul style="list-style-type: none"> The interested Offeror demonstrated the skills, abilities, and knowledge necessary to develop a Master Plan, including community relations. 	4	
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<ul style="list-style-type: none"> The interested Offeror demonstrated the ability to effectively manage and coordinate a large project, develop teams and collaborations, innovatively solve problems and issues, and enhance community relations. 	4		
<ul style="list-style-type: none"> The interested Offeror demonstrated a professional, clear, and concise methodology and schedule for the scope of work that is appropriate, efficient, practical, thoughtful, and innovative. 	4		
<ul style="list-style-type: none"> The interested Offeror provided the qualifications (including experience) for staff assigned to the program and has the resumes and relevant professional background/experience of each staff, including staff to manage the day-to-day operations attached, including the organization chart. 	3		
<p>Section 4 - Service Delivery: The interested Offeror clearly and concisely demonstrated scope for work, deliverables, and expectations and needs relative to associated cost.</p>		<p>Possible Points</p>	<p>30 Maximum Points</p>
<ul style="list-style-type: none"> The interested Offeror shall include, at minimum, all elements of Section 3, Scope of Work, and shall submit a culminating document that clearly ties all of the elements of the scope together. This document shall contain an executive summary and be coordinated to make sense of all pertinent information to justify the contractor's final recommendations for the Master Plan. This document is to serve as the final plan submittal, shall contain all elements of the scope and is subject to the OHA's final approval. 	30		

Section 5 - Cultural Knowledge and Understanding: The interested Offeror has clearly and concisely demonstrated an: (a) understanding of the connection and interrelationship between kanaka and ‘āina, (b) understanding of the OHA’s strategic plan as it relates to ‘āina, and (c) ability to develop a Master Plan that will be culturally focused and driven.

Possible Points 20 Maximum Points

<ul style="list-style-type: none"> The interested Offeror demonstrated an understanding of the OHA, its mission, purpose, and vision, and its strategic plan and priorities relative to ‘āina. 	5	
<ul style="list-style-type: none"> The interested Offeror demonstrated an understanding of the history of Kūkaniloko and surrounding community, cultural practitioners, and lineal descendants; and an understanding of the issues and concerns of the OHA, beneficiaries, and community relative to Kūkaniloko including, but not limited to the importance and sacred nature of the Kūkaniloko birthing stones and sites that are thought to exist or previously exist in the surrounding landscape. 	8	
<ul style="list-style-type: none"> The interested Offeror demonstrated an understanding of the Hawaiian Culture, the connection and interrelationship between kanaka and ‘āina, and an ability to develop a Master Plan that will be culturally focused and driven. 	7	

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 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 as in Exhibit B. 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 Administrator 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 C 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 work 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
- Attachment 3: PHASE I ENVIRONMENTAL SITE ASSESSMENT
- Attachment 4: WARRANTY DEED
- Attachment 5: GRANT OF CONSERVATION EASEMENT
- Attachment 6: OHA KŪKANILOKO INFORMATION SHEET
- Exhibit A: CONCEPTUAL DIRECTION
- Exhibit B: SAMPLE CONTRACT FORM
- Exhibit C: GENERAL CONDITIONS
- Exhibit D: RIGHT OF ENTRY