



State of Hawai‘i

RFP NO. PMNM 2019-09

OHA PAPA HĀNAUMOKUĀKEA MARINE  
NATIONAL MONUMENT  
CONSULTANT/ASSOCIATE

ISSUED DATE: Monday, December 17, 2018

DUE DATE: January 22, 2019, 2:00 p.m. HST

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

REQUEST FOR PROPOSAL (hereinafter “RFP”) No. PMNM 2019-09

Notice is hereby given that pursuant to Chapter 103D, Hawai‘i Revised Statutes, as amended, (hereinafter “HRS”), the Office of Hawaiian Affairs (hereinafter “OHA”), will be accepting sealed proposals for a Consultant/Associate to assist the OHA in managing the Papahānaumokuākea Marine National Monument (hereinafter “PMNM”).

This RFP may be picked up at the OHA’s Main Reception Desk on O‘ahu located at 560 North Nimitz Highway, Suite 200, Honolulu, Hawai‘i 96817 or downloaded from either the OHA website at: <https://www.oha.org/solicitations> or the State Procurement Office (hereinafter “SPO”) website at <https://hands.ehawaii.gov/hands/opportunities>, beginning December 17, 2018. Interested offerors must have experience with the Native Hawaiian customary and traditional beliefs, rights and practices pertaining to activities at PMNM and its co-management structure of PMNM.

The OHA’s Procurement Unit will conduct a Pre-Proposal Conference from 10:30 a.m. to 12:00 noon Hawaii Standard Time (hereinafter “HST”) at the OHA, 560 North Nimitz Highway, Haumea Conference Room, Honolulu, Hawai‘i 96817, Friday, December 21, 2018. The OHA strongly recommends that all interested offerors attend. For those interested in attending via conference call, please contact the RFP Coordinator listed below no later than 2:00 p.m. HST, Thursday, December 20, 2018.

Sealed proposals will be received at the OHA’s Reception Desk at 560 North Nimitz Highway, Suite 200, Honolulu, Hawai‘i 96817 until 2:00 p.m. HST, Tuesday, January 22, 2019. Electronic mail and facsimile transmissions will not be accepted. The official time will be that which is recorded on the time stamp clock of the OHA for hand-delivered proposals. Deliveries by private mail services, such as Federal Express, will be considered hand deliveries. All mail-in proposals delivered/postmarked by the United State Postal Services (hereinafter “USPS”) must be received no later than 2:00 p.m. HST, Tuesday, January 22, 2019 at the OHA’s office.

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

OFFICE OF HAWAIIAN AFFAIRS  
Kamana‘opono M. Crabbe, Ph.D.  
Ka Pouhana, Chief Executive Officer, Head of Purchasing Agency

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## Section 1 – Administrative Overview

### I. Authority

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

The OHA is a semi-autonomous public agency of the State of Hawai‘i, with the legal mandate of bettering the conditions of Native Hawaiians. The OHA’s mission is “To mālama (protect) Hawai‘i’s people and environmental resources and the OHA’s assets toward ensuring the perpetuation of the culture, the enhancement of lifestyle and the protection of entitlements of Native Hawaiians, while enabling the building of a strong and healthy Hawaiian people and nation, recognized nationally and internationally.”

The OHA seeks to competitively procure services for a dedicated and hard-working individual to work directly with the Chief Advocate, Papahānaumokuākea Manager, Papahānaumokuākea Specialist, other OHA staff, co-managing partners and Native Hawaiian community members to represent Native Hawaiian interests in assisting the OHA in managing the PMNM.

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

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

### II. RFP Organization

This RFP is organized into five (5) sections:

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

- Section 2 Scope of Work and Specification – Provides interested offeror with a general description of the tasks to be performed, delineates interested offeror’s responsibilities, and defines deliverables as applicable.
- Section 3 Proposal Form and Instruction – Describes the required format and content for the proposal.
- Section 4 Proposal Evaluation and Award – Describes how proposals will be evaluated.
- Section 5 Attachments

### III. Contracting Office

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

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

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

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

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

The Papahānaumokuākea department is the program responsible for administering and monitoring the Contract. The designated Contract Administrator (hereinafter “Administrator”) or his/her designated representative is responsible for monitoring the activities performed under the Contract and identified as:

Mr. Brad Wong  
Papahānaumokuākea Program Specialist  
Office of Hawaiian Affairs  
560 North Nimitz Highway, Suite 200  
Honolulu, Hawai‘i 96817

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

Once the Successful Offeror has received the Notice to Proceed, all communications regarding approval, reports, and requests should be directed to the Administrator.

#### IV. Terms and Acronyms

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

#### V. Procurement Timeline

Activity	Scheduled Dates
Release of Request for Proposal	Monday, December 17, 2018
Pre-Proposal Conference	Friday, December 21, 2018, 10:30 a.m.– 12:00 noon HST (Haumea)
Due Date to Submit Written Inquires	Wednesday, December 26, 2018, 2:00 p.m. HST
OHA's Response to Written inquires	Friday, December 28, 2018
Proposal Due Date/Time	January 22, 2019, 2:00 p.m. HST
Proposal Evaluation	January 22, 2019 – January 31, 2019

Discussion with Priority Listed Offerors (if necessary)	TBD
Best and Final Offer (if necessary)	TBD
Notice of Award	February 2019
Contract Execution	February 2019
Start of Services	March 2019

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

#### VI. Pre-Proposal Conference

The OHA’s Procurement Unit will conduct a Pre-Proposal Conference from 10:30 a.m.–12:00 noon HST at the OHA, 560 North Nimitz Highway, Haumea Conference Room, Honolulu, Hawai‘i 96817, Friday, December 21, 2018. The OHA strongly recommends that all interested offerors attend. For those interested in attending via conference call, please contact the RFP Coordinator no later than 2:00 p.m. HST, Thursday, December 20, 2018.

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

#### VII. Submission of Questions

Interested offerors may submit questions to the RFP Coordinator identified in Section 1. Item III of this RFP. The deadline for submission of written questions is 2:00 p.m. HST, Wednesday, December 26, 2018. All written questions will be responded to in an addendum to this RFP and posted to the OHA’s website and the SPO website no later than the “OHA’s Response to Questions” date identified in Section 1. Item V. Procurement Timeline. The OHA does not guarantee receipt of questions submitted via electronic mail.

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

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

## VIII. Submission of Sealed Proposal

1. Form/Formats. Proposal forms and formats such as price proposal are included in Section 5- Attachments to this RFP.
2. Proposal Submittal. Proposals must be postmarked by the USPS or hand delivered by the date and time designated in this RFP. Any proposals post-marked or received after the designated date and time will be rejected. Electronic submission such as electronic mail and facsimile transmission will not be accepted.

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

3. Pre-opening Modification or Withdrawal. All proposals may be modified or withdrawn prior to the deadline for submittal by written notice to modify or withdraw the proposal. All requests for modification will be sealed, accompanied by the actual modification to the proposals, and signed by an authorized signatory.

The written request must be submitted to the OHA, Procurement Unit, 560 North Nimitz Highway, Suite 200, Honolulu, Hawai'i 96817 and time stamped by the OHA. Modifications and/or withdrawals will be clearly marked and must be received by the OHA no later than 2:00 p.m. HST, Thursday, January 17, 2019.

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

Interested offerors will complete and submit the attached Wage Certificate certifying that the services required will be performed pursuant to section 103-55, HRS. See Attachment 3.

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

Interested offerors are strongly encouraged to account for salary increases as posted by the State of Hawai'i Department of Human Resources Development (hereinafter "DHRD"). The OHA will consider requests for increases as a result of wage increases to public

officers and employees during the Contract period or any option period that is not published. At the release of this solicitation, the effective wages through July 1, 2018 for state employees performing similar work have been published by the DHRD.

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

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

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

<https://dhrd.hawaii.gov/state-hr-professionals/class-and-comp/salary-schedules/>

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

- 5. Confidential Information. If an interested offeror believes that any portion of a proposal contains information that should be withheld as confidential, the interested offeror will request in writing nondisclosure of designated proprietary data to be kept confidential and

provide justification to support the designation of confidentiality. Such data will accompany the proposal, be clearly marked, and will be readily separable from the proposal documents to facilitate the eventual public inspection of the non-confidential section of the proposal documents. Note the price and the provisions of the minimum required services are not considered confidential and will not be withheld.

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

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

6. Exceptions. Interested offerors will list any exceptions taken to the terms, conditions, specifications, or other requirements listed herein. Interested offerors must reference the RFP section where the exception is taken, a description of the exception taken, and any proposed alternative. The OHA will retain the right to grant exceptions to discretionary policies. Request for exceptions to the State, Federal, or local laws will not be approved.
7. Information will be kept confidential as permitted by law.

#### IX. Discussions with Offerors Prior to Proposal Submissions

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

#### X. Opening of Proposals

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

#### XI. Additional Materials and Documentation

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

XII. RFP Amendments

The OHA reserves the right to amend this RFP at any time prior to the proposal submission deadline. Interested offerors will be notified of the availability of amendments through verbal or written communications. All amendments to this RFP will be posted to the OHA website <https://www.oha.org/solicitations> and SPO website <https://hands.ehawaii.gov/hands/>.

XIII. Additional Terms and Conditions

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

XIV. Trade Secrets/Confidential Information

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

XV. Intellectual Property Rights

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

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

XVI. Cancellation of the Request for Proposals

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

XVII. Costs for Proposal Preparation and Verification

Any costs incurred by the interested offeror in preparing or submitting a proposal are the

interested offeror's sole responsibility. Any cost incurred by the Successful Offeror prior to the execution of a Contract is not eligible for reimbursement.

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

Interested offerors will ensure that the OHA is provided with the written authorization(s) necessary to verify information provided in the interested offeror's proposal.

#### XVIII. Mistakes in Proposals

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

#### XIX. Rejection of Proposals

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

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

- 1) Cancellation of solicitations and rejection of offers (HAR §3-122-95);
- 2) Cancellation of solicitation (HAR §3-122-96);
- 3) Rejection of offer (HAR §3-122-97);
- 4) Reporting of anti-competitive practices (HAR §3-122-191, HAR §3-122-192, HAR §3-122-193, HAR §3-122-194, HAR §3-122-195, HAR §3-122-196);
- 5) Rejection for inadequate accounting system (HRS §103D-314(2));
- 6) Late proposals (HAR §3-122-16.08);
- 7) Proposal not responsive (HAR §3-122-97(b) and HAR §3-122-97(c)); and
- 8) Offeror not responsible (HAR §3-122-97(b) and HAR §3-122-97(c)).

#### XX. Notice of Award

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

The Successful Offeror will receive a Notice of Award which will indicate that the Successful Offeror has been selected to provide the services under this RFP.

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

Pursuant to section 3-122-112, HAR, Responsibility of Offeror, the interested offeror will produce documents to the procurement officer to demonstrate compliance with this section. The Successful Offeror receiving award will be required to enter into a formal written Contract with the OHA. The General Conditions of the Contract are attached and minimum service specification are included herein. See Attachment 11.

## XXI. Protests

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

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

The Notice of Protest will be mailed by USPS or hand delivered to the head of the OHA Contracting Office conducting the protested procurement and the Procurement Officer who is conducting the procurement as indicated below within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto.

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

Head of OHA Contracting Office	Procurement Officer
Name: Kamana‘opono M. Crabbe, Ph.D.	Name: Phyllis Ono-Evangelista
Title: Ka Pouhana, Chief Executive Officer, Head of Purchasing Agency	Title: Procurement Manager
Mailing: Office of Hawaiian Affairs Address: 560 North Nimitz Highway, Suite 200 Honolulu, Hawai‘i 96817	Address: Office of Hawaiian Affairs 560 North Nimitz Highway, Suite 200 Honolulu, Hawai‘i 96817

XXII. Availability of Funds

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

XXIII. Monitoring and Evaluation

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

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

XXIV. General and Special Conditions of Contract

The General Conditions that will be imposed contractually are included as an attachment. See Attachment 11.

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

XXV. Cost Principles

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

XXVI. Campaign Contributions by State and County Contractor Prohibited

If awarded a Contract in response to this solicitation, the Successful Offeror agrees to

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

(END OF SECTION)

## Section 2 – Scope of Services

### I. Introduction

#### A. Project overview and history

Encompassing approximately 582,478 square miles in the northwestern extent of the Hawaiian Archipelago the PMNM is of great cultural, traditional, and spiritual importance to the Native Hawaiian community as a cosmological place where all life began and returns to after death. The shallow-water ecosystems, deep-sea communities, and the surrounding waters form a nearly pristine ecosystem of unique biodiversity supporting more than 7,000 marine species, of which at least one quarter are found nowhere else in the world. The atolls, islets, and seamounts are home to many plant and animal species and provide nesting habitat for millions of Central Pacific seabirds.

PMNM was first established in 2006 and later expanded to the limits of the United States' Exclusive Economic Zone in 2016. See Exhibit A - Map of PMNM. It includes a portion of State of Hawai'i waters, including the Northwestern Hawaiian Islands Marine Refuge and the Kure Atoll portions of the Hawai'i State Wildlife Sanctuary and also includes the Midway Atoll National Wildlife Refuge/Battle of Midway National Memorial, the Hawaiian Islands National Wildlife Refuge, and the Northwestern Hawaiian Islands Coral Reef Ecosystem Reserve. All activities, regardless of location within PMNM, are either prohibited (not allowed), exempted (no permit is needed), or regulated (authorized by an approved permit).

A Memorandum of Agreement was executed in 2017 to establish functional relationships to effectively coordinate management actions in PMNM for purposes of the long-term comprehensive conservation and protection. The Parties to this Agreement are the State of Hawai'i through the Department of Land and Natural Resources (hereinafter "DLNR"), the OHA, the U.S. Department of the Interior (hereinafter "DOI"), and the U.S. Department of Commerce (hereinafter "DOC") (hereinafter collectively referred to as the Co-Trustees). This Agreement also provides the general terms and conditions under which the Co-Trustees will cooperate to manage the resources of PMNM and establishes objectives and responsibilities necessary for coordinated management activities in PMNM.

#### B. Funding source and period of availability

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

It is understood that the Contract will not be binding unless the OHA can document that there is an available and unexpended appropriation or balance of appropriation

over and above all outstanding contracts sufficient to cover the amount required by the Contract. Any Contract entered into as a result of this RFP is binding only to the extent that funds are certified as available. The availability of funds in excess of the amount certified as available will be contingent upon future appropriation or special fund revenues.

It has been determined that there are sufficient funds to pay for the initial term of the Contract. Funds necessary for the remaining terms of the Contract are likely to be available from the Trust funds. Pursuant to Chapter §103D-315, HRS, the OHA reserves the right to cancel the Contract when funds are not allotted or otherwise made available to support continuation of performance in subsequent periods.

## II. General Requirements

### A. Qualifying Requirements

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

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

- a. Hawai‘i business: A business entity referred to as a “Hawai‘i business” is registered and incorporated or organized under the laws of the State of Hawai‘i. As evidence of compliance, the Offeror will submit a CERTIFICATE OF GOOD STANDING issued by the Department of Commerce and Consumer Affairs Business Registration Division (hereinafter

“DCCA”). A Hawai‘i business doing business as a sole proprietorship is not required to register with the DCCA, and therefore not required to submit the certificate. 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.

- b. Be registered to do business in the State of Hawai‘i (hereinafter “compliant non-Hawai‘i business”).

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

#### 5) Business Office

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

#### 6) Certificate of Eligibility

The Successful Offeror will demonstrate compliance with the following:

- a. Tax Clearance Form A-6;
- b. Department of Labor and Industrial Relation, Applications for Certificate of Compliance Form LIR#27; and
- c. Certificate of Good Standing issued by the DCCA and the Hawai‘i Compliance Express (hereinafter “HCE”), which allows businesses to register online through a simple wizard interface at:

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

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

## 7) Indemnification

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

## 8) Insurance Requirements

Within fifteen (15) days prior to the Contract start date, the Successful Offeror will furnish to the Contracting Office a valid certificate(s) of insurance as evidence of the existence of the following insurance coverage in the amount not less than the amounts specified. The insurance must be maintained in full force and effect throughout the entire performance period. Failure to maintain the required insurance is considered a material default of the Contract.

### a. Commercial General Liability Insurance

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

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

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

The commercial general liability policy will be written on an occurrence basis and the policy will provide legal defense costs and expenses in addition to the limits of liability stated above. The Successful Offeror will 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 will 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.

Insurance to include Employer's Liability. Both such coverages will apply to all employees of the Successful Offeror and to all employees of sub-contractors in case any sub-contractor fails to provide adequate similar protection for all its employees. Worker’s Compensation must be issued by an admitted carrier authorized to do business in the State of Hawai‘i.

d. Professional Liability Insurance

Professional liability insurance policy will be maintained with a limit of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate which will provide for losses as a result of the Successful Offeror’s negligent acts, errors or omissions.

e. The Certificate of Insurance for the required insurance coverages is required prior to commencement of services. The insurance policy required by this Contract will contain the following clauses:

- i. “The State of Hawai‘i, the Office of Hawaiian Affairs, its elected and appointed officials, officers, agents, and employees will be named as additional insured, except for Professional Responsibility Insurance and Workers Compensation Insurance as respects to operations performed for the State of Hawai‘i and OHA under this Contract.
- ii. “It is agreed that any insurance maintained by OHA will apply in excess of, and not contribute with, insurance provided by this policy.”

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

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

Upon execution of the Contract, the Successful Offeror agrees to deposit with the OHA, a valid certificate(s) of insurance necessary to satisfy the OHA that the insurance provision of this Contract have been complied with

and to keep such insurance in effect and the certificate(s) on deposit with the OHA during the entire term of this Contract. Upon request of the OHA, the Successful Offeror will be responsible for furnishing a copy of the policy or policies.

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

The procuring of any required policy or policies of insurance will 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 will be obligated 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.

The OHA is a self-insured State agency. The Successful Offeror's insurance will be primary. Any insurance maintained by the State of Hawai'i and the OHA will apply in excess of, and shall not contribute with, insurance provided by the Successful Offeror.

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

f. Other Additional Insurance

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

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

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

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

In the event that the OHA has reasonable belief that the interested offeror will not use its best efforts to meet the MBE/WBE participation goal, the OHA reserves the right to cancel the Contract in whole or in part. Best efforts may be

established by demonstrating that the interested offeror has contracted or solicited bid/quotes from subcontractors in identifying MBE/WBE.

## B. Type of Contract

- 1) The Successful Offeror will be required to execute a Contract for Goods and Services Based on Competitive Sealed Proposals. See Attachment 6.

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

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

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

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

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

### 2) Subcontracting

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

### 3) Contract Modification

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

4) Additional Services and Fees

For work not described in the Contract, the Successful Offeror and the OHA will negotiate for the additional services and fees needed which may arise during the course of the Contract. All agreements will be in writing, executed by all parties, and will be an amendment to the Contract to expire at the same time as the original Contract or subsequent period.

5) Laws, Rules, Ordinances and Regulations

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

6) Bonds

No performance or payment bond is required.

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

- Allowed       Not allowed

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

- Single       Multiple       Single & Multiple

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

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

Initial term of contract:	Twelve (12) months
Length of each extension:	Up to twelve (12) months, may be less than twelve (12) months when it is in the best interest of the OHA
Maximum Length of Contact:	Sixty (60) months

F. Condition for Contract Extensions

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

- 1) The Contract experienced cost saving and has unexpended funds available that can be used to provide additional goods and services; or
- 2) The OHA determines there is an ongoing need for the services and has funds to extend services not to exceed twelve (12) months. Contract extensions will be awarded as agreed upon in the Primary Contract. Exceptions will be granted upon satisfactory justification such as increase in cost of services or goods; and

- 3) A Supplemental Contract must be executed prior to expiration of the Primary Contract; and
- 4) The Successful Offeror must obtain OHA's approval in writing.

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

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

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

Each proposal offered will be firm for a sixty (60) month period upon issuance of the Notice to Proceed.

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

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

III. Contract Monitoring and Remedies

A. Monitoring

- 1) The satisfactory provision of goods and services will be monitored by the Administrator. Performance will be monitored on an ongoing basis by the OHA through desk monitoring, site inspection and/or other methods by the Administrator and his/her designated representative(s).

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

#### B. Termination

The OHA reserves the right to terminate any Contract without penalty for cause or convenience as provided in the General Conditions.

### IV. SCOPE OF WORK

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

#### A. Scope of Work

The Successful Offeror shall provide and perform the services required in a satisfactory and proper manner as determined by the OHA and in terms and conditions of this Contract. The services shall include, but may not be limited to, the following:

- 1) Supporting the OHA in drafting the components of a:
  - a. Curriculum to guide the training for the conduct of appropriate Native Hawaiian traditional cultural protocol on access trips to PMNM in collaboration with the Native Hawaiian Cultural Working Group (hereinafter “NHCWG”) members and other individuals as appropriate that shall include but may not be limited to: research, writing, and scheduling and facilitating meetings. The draft shall be due six (6) to eight (8) months from date of execution of the Contract and the final curriculum shall be due three (3) months after the draft has been submitted and approved by the OHA.
  - b. Guidance document designed to increase Native Hawaiian participation in volunteer and internship opportunities and cultural liaisons serving on access trips to PMNM that shall include, but may not be limited to, an analysis of potential partnerships with organizations that would increase participation, the major factors that inhibit participation, and ways those factors could be addressed. The draft shall be due six (6) to eight (8) months from date of execution of the Contract and the final curriculum shall be due three (3) months after the draft has been submitted and approved by the OHA.
- 2) Support the OHA in developing and/or reviewing the components of an existing management plan framework for PMNM and the PMNM Expansion Area to ensure Native Hawaiian interests are represented in all elements in collaboration with co-managing partners for PMNM that shall include but may not be limited to: research, writing, engaging with stakeholders and assisting with strategic development.
- 3) Conduct research on the OHA’s and NHCWG’s comments on the different types of permit applications, review findings, and provide written reports as directed to support the OHA in representing Native Hawaiian interests in the co-management of PMNM.
- 4) Attend meetings with the OHA every two (2) weeks or as necessary to discuss progress and any challenges that needs to be addressed.
- 5) The Administrator shall act as the contract monitor and principal liaison between the Successful Offeror and the OHA. The Administrator shall assist in resolving policy questions, expediting decisions, and the review of the work performed.

## B. Requirement & Qualifications

### 1) Specific Qualifications and Requirements

The Successful Offeror's qualifications and requirements shall include, but may not be limited to, the following:

- a. The Successful Offeror shall demonstrate experience and aptitude in resource management planning with focus on Native Hawaiian practices to complete the objectives required.
- b. The Successful Offeror shall demonstrate familiarity with the Native Hawaiian traditional cultural significance and co-management structure of PMNM including NHCWG's experience in conducting conservation and management, research, education activities and/or Native Hawaiian cultural practices in PMNM
- c. The Successful Offeror shall provide a detailed summary of the different types of projects in dealing with the Federal and State jurisdictions and demonstrate an understanding of the legal authorities of the U.S. Departments of Commerce and the Interior and the State of Hawai'i in PMNM.
- d. The Successful Offeror shall provide a detailed summary in planning, organizing, selecting and leading Native Hawaiian cultural protocol.
- e. The Successful Offeror shall provide a list of past projects that utilized basic Hawaiian Language in order to translate, read and comprehend documents.

## 2) Administrative Requirements

- a. The Successful Offeror will designate a contact person who will be responsible for project oversight and ensure Contract performance. The contact person will be able to respond to the OHA's inquiries, complaints/problems within one (1) working day.
- b. The OHA's Administrator may send a monitoring report to the Successful Offeror's contact person. The monitoring report will document any discrepancies or Contract violation(s) for correction within the designated time periods provided.
- c. The Successful Offeror will ensure adequate and appropriate representation at regular meetings with the OHA and/or the OHA Board of Trustees. At this time, OHA anticipates quarterly meetings with the Successful Offeror's contact person who will be responsible for oversight of Contract performance. Additional meetings may be required by the OHA.

## C. Personnel

- 1) All personnel will be considered employees or agents of the Successful Offeror.

- 2) The Successful Offeror will ensure that all personnel meet the minimum qualifications, including State licensing laws and experience requirements. The current wage rates and position class specification for personnel are available at: <https://dhrd.hawaii.gov/state-hr-professionals/class-and-comp/>.
- 3) All staff training such as training required to ensure that the minimum services are provided in compliance with State/Federal laws, rules, and regulations, will be the responsibility of the Successful Offeror.
- 4) The Successful Offeror will be solely responsible for the behavior and conduct of its employees or agents while on the OHA property. Supervision will be the responsibility of the Successful Offeror.
- 5) The Successful Offeror will ensure the confidentiality of all information, documents, or materials viewed or discussed. The Successful Offeror's personnel will not disclose confidential information to the general public without the expressed written consent of the OHA by either policy, rules or letter.
- 6) During the performance of this Contract, the Successful Offeror agrees not to discriminate against any employee or applicant for employment. The Successful Offeror will take affirmative action to ensure equal treatment of its employees. Such actions will include, without limitation, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Successful Offeror will insert provisions similar to the foregoing in all subcontracts.
- 7) The Successful Offeror agrees to remove any of its employees from providing services to the OHA upon written request by the Administrator. At the request of the OHA, the Successful Offeror will remove forthwith and will not employ in any portion of the work, any person who, in the opinion of the OHA, does not perform his/her duties and responsibilities in a proper and skillful manner, or is intoxicated, disorderly, abusive, or unable to demonstrate tact and diplomacy in dealing with the public.

#### D. Reporting Requirements

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

- 1) Progress reports on the implementation of corrective action plans; and/or
- 2) Special requests in response to inquiries from the OHA Board of Trustees and/or other government agencies.

## E. Payment

- 1) The OHA will have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods or performance of the services to make payment. For this reason, the OHA will reject any proposal submitted with a condition requiring payment within a shorter period.
- 2) The Successful Offeror will submit invoices for payment, listing dates and description of services performed with an itemized breakdown of expenses and costs. Invoices for reimbursable expenses must include original invoice(s) for said expenses.

The Successful Offeror will clearly indicate any adjustment made to the billing statement for work not performed.

All invoices will reference the Contract number assigned to the Contract. Payment will be made upon certification by the Administrator that the Successful Offeror has satisfactorily provided the goods and services specified in the Contract.

The Successful Offeror will submit original invoices for services performed to:

Financial Services  
Office of Hawaiian Affairs  
560 North Nimitz Highway, Suite 200  
Honolulu, Hawai'i 96817

Upon receipt of the invoice, the OHA will date stamp the invoice and use that receipt date to calculate the 30-day payment period. For purposes of this paragraph, the Successful Offeror's invoice date will not be considered.

- 3) For final payment, the Successful Offeror must submit a valid original tax clearance certificate "Certification of Compliance for Final Payment" (SPO Form -22). The Successful Offeror is required to submit a tax clearance certificate for final payment on the Contract. A valid Hawai'i Compliance Express Certificate of Vendor Compliance in lieu of the tax clearance is acceptable.

(END OF SECTION)



## Section 3 – Proposal Format and Instructions

### I. General Instructions for Completing Forms

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

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

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

Any and all corrections to a proposal will 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 interested offeror must:

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

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

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

### II. Proposal Forms

- A. The proposal forms will be completed and submitted to the OHA by the required due date and time in the form prescribed by the OHA. Electronic mail and facsimile

transmissions will not be accepted.

- B. Interested offerors will submit their proposals under the Offeror's exact legal name that is registered with the State of Hawai'i Department of Commerce and Consumer Affairs and will indicate that this is its exact legal name. Failure to do so may delay proper execution of the Contract.
- C. Interested offeror's authorized signature will be an original signature in ink. If the proposal is unsigned or the affixed signature is a facsimile or a photocopy, the proposal will be automatically rejected. If the proposal is not signed by an authorized signatory as shown on the corporate resolution, the proposal will be automatically rejected.
- D. A proposal security deposit is not required for this RFP.
- E. Proposal will be typed on plain, white, letter-size paper with one-inch margins on all sides in twelve (12) point font and printed on one (1) side only.
- F. Proposals will be submitted on white 8 ½" x 11" paper and will be bound by a spiral binding. Do not submit proposals in a three (3)-ring binder. Submission of a proposal in this manner is disfavored by the OHA.
- G. Tabbing of sections is required.
- H. Documents that require submission on 11" x 17" paper to be legible is allowable.
- I. The numerical outline for the application, the titles/subtitles, and the Offeror name and RFP identification information on the top right hand corner of each page should be included.
- J. Consecutive page numbering of the proposal application should begin with page one (1) and end with the last numbered page of the complete proposal.
- K. Other supporting documents may be submitted in an Appendix, including visual aids, to further explain specific points in the proposal; if used, they should be referenced.

### III. Proposal Application

#### A. Cover Letter

A Cover Letter will be included in the proposal. See Attachment 5. The Cover Letter will include the following requirements:

- 1) Be printed on official business letterhead;

- 2) Original signature signed by an authorized signatory;
- 3) The following statement:

“The undersigned has read and understands the terms and conditions specified in the RFP PMNM 2019-09 and in the General Conditions, and hereby submits the following Proposal to perform the work specified herein, all in accordance with the true intent and meaning thereof.

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

- 4) The exact legal name and address of the Offeror;
- 5) Contact person’s name, telephone number and email address;
- 6) A statement indicating that the interested offeror is a corporation or other legal entity and the taxpayer identification number of the legal entity.
- 7) A statement that the interested offeror is or will be registered to do business in Hawai‘i and has or will obtain a State General Excise Tax License before the start of the work.

#### B. Acknowledgement of Addendum

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

#### C. Experience and Capability

The OHA is requiring that the Successful Offeror have a minimum of five (5) years of experience in negotiating media buys on projects of similar size and nature.

##### 1) Necessary Skills and Experience

The interested offeror will demonstrate that it has the necessary skills, abilities, knowledge, and experience relating to the delivery of the proposed services. The interested offeror will also provide a listing of verifiable experiences with projects or contracts related to the services that were provided to a government agency or

private entity within the last five (5) years. Identify the name of the client, the nature and duration of the engagement, and primary accomplishments. Provide a list of companies or governmental organizations to which your proposed team is/are currently providing services. If this does not include at least five (5) entities, then provide the names of the entities for which similar services have been provided. For each entity include:

- i. Term of your contract agreement (beginning and ending dates);
- ii. Brief description of the scope of work; and
- iii. Name, address, and telephone number of the individual that administered your contract(s).

## 2) Professional References

The interested offeror will provide a list of professional references for the last five (5) years, including contact information.

## 3) Quality Assurance and Evaluation

The interested offeror will describe its quality assurance and evaluation plans for the proposed services, including methodology. Evaluation plans must include client surveys as appropriate.

## 4) Coordination of Services

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

## 5) Past Performance

The OHA reserves the right to verify the documented experience directly with the owner/contact person as submitted in the proposal. Only information that is submitted directly to the OHA in the proposal package will be considered unless the OHA seeks additional information during the evaluation process. The OHA reserves the right to review and consider past performance the Successful Offeror may have had with the OHA.

## D. Personnel – Project Organization and Staffing

### 1) Proposed Staffing

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

2) Staff Qualifications

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

3) Supervision and Training

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

4) Organization Chart

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

E. Service Delivery

This section will include a detailed discussion of the following:

- 1) The interested offeror's approach to applicable services, activities and requirements from Section 2, Item IV. Scope of Work including, but may not be limited to, phases, work plans of all service activities and tasks to be completed, and related work assignments/responsibilities.
- 2) How the interested offeror's approach is the most advantageous in terms of meeting the scope of work, cost effectiveness, and reliability.

F. Financial Capacity

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

#### G. Price Proposal

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

#### H. Cost Reimbursement for All Costs Related to Personnel

The cost reimbursement pricing structure reflects a “not to exceed purchase arrangement” in which the OHA pays the Successful Offeror for budgeted costs that are actually incurred in delivering the services specified in the Contract, up to a state maximum obligation. The Successful Offeror will be required to submit invoices detailing the amount(s) to be reimbursed.

#### I. Commitment to Section 2 Requirement

This section will describe the interested offeror’s approach to furthering the OHA’s commitment to the Section 2. Item II.A.10 requirement, Using Best Effort to Fulfill Minority/Women Business Participation.

(END OF SECTION)

## Section 4 – Proposal Evaluation and Award

### I. Proposal Evaluation

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

Evaluation Categories	Possible Points
<p><b>Experience and Capability</b>            Up to 40 points will be awarded based on the degree to which the interested offeror clearly and concisely demonstrates they are familiar with the traditional cultural significance and co-management structure of PMNM, have the experience, necessary skills, abilities, understanding of PMNM permitting requirements, knowledge of traditional cultural protocol, and participated and successfully completed similar projects anywhere within the United States.</p>	40 points
<p><b>Personnel: Project Organization and Staffing</b>            Up to 10 points will be awarded based on the degree to which the interested offeror clearly and concisely demonstrates that they have the qualified personnel, expertise, capacity and time to perform the requested services.</p>	10 points
<p><b>Service Delivery</b>            Up to 25 points will be awarded based on the degree to which the interested offeror clearly and concisely demonstrates its approach to the scope of work, cost effectiveness, and reliability.</p>	25 points
<p><b>Financial Capacity</b>            Up to 10 points will be awarded based on the degree to which the interested offeror clearly and concisely demonstrates that they have the financial capacity to complete the project in a timely and orderly manner.</p>	10 points

Price Proposal The interested offeror proposing the lowest price will be assigned the maximum points. Each proposal that has a higher cost factor than the lowest will be assigned a lower rating.	10 points
Commitment to Section 2 Up to 5 points will be awarded based on the degree to which the interested offeror clearly and concisely demonstrates their approach to furthering the OHA's commitment to the Section 2. Item II.A.10. requirement, Using Best Effort to Fulfill Minority/Women Business Participation.	5 points
<b>TOTAL POSSIBLE POINTS</b>	<b>100 Points</b>

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

## II. Mandatory Requirements

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

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

## III. Financial/Price Proposal Review

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

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

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

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

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

#### IV. Technical Review

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

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

- 1) Experience and Capability;
- 2) Personnel and Staffing;
- 3) Service Delivery;
- 4) Financial Capacity; and
- 5) Commitment to Section 2/Other Requirements

B. Proposals will be evaluated for technical and contractual acceptability. Proposals will be prepared in accordance with the instructions given in the RFP and will meet all requirements set forth in this RFP.

C. All proposals will be reviewed for reasonableness. All interested offerors whose offer that are not within the competitive range will be notified that their proposals are unacceptable, negotiations/discussions with them are not contemplated, and any revisions of their proposals will not be considered.

D. Award will be made to the responsible offeror whose proposal conforms to the solicitation, will be most advantageous to the OHA, considering price and other factors as indicated below.

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

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

Failure to submit offers for all items and quantities listed will be cause for rejection.

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

- F. Past Performance. The OHA may evaluate the quality of each Offeror's past performance. The assessment of an Offeror's past performance will be used as one (1) means of evaluating the credibility of the Offeror's approach to work accomplishment. A record of marginal or unacceptable past performance may be an indication that the promises made by the Offeror are less than reliable. Such an indication will be reflected in the OHA's overall assessment of the Offeror's proposal. However, a record of acceptable or even excellent past performance will not result in a favorable assessment of an otherwise unacceptable technical proposal.

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

The OHA's conclusions about the overall quality of the Offeror's past performance may be influential in determining the relative merits of the Offeror's proposal and in selecting the Successful Offeror whose proposal is considered most advantageous to the OHA.

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

## V. Discussions - Kūkākūkā

Discussions may be conducted with priority listed offerors who submit proposals determined to be acceptable or potentially acceptable of being selected for award, but proposals may be accepted without discussions. The objective of these discussions is to: 1) promote understanding of the requirements set forth in the RFP and the interested offeror's proposal; and 2) facilitate arriving at a contract that will provide the best value to the OHA,

taking into consideration the evaluation factors set forth in this RFP. Any discussion is not intended to require an award of contract by the OHA.

(END OF SECTION)

## **Section 5 – Attachments**

- Attachment 1 - Proposal Submittal Checklist
- Attachment 2 - Acknowledgement of Addenda
- Attachment 3 - Wage Certificate Form for Service Contract
- Attachment 4 - RFP Registration Form
- Attachment 5 - Sample Cover Letter
- Attachment 6 - Sample Contract for Goods and Services Based Upon Competitive Sealed Proposals
- Attachment 7 - Sample of Contract – Attachment S1, Scope of Services
- Attachment 8 - Sample of Contract - Attachment S2, Compensation
- Attachment 9 - Sample of Contract – Attachment S3, Time of Performance
- Attachment 10 - Sample of Contract – Attachment S4, Special Conditions
- Attachment 11 - General Conditions, OHA-2018 103D General Conditions
- Attachment 12 - Holiday Schedule