



State of Hawai‘i

560 North Nimitz Highway
Honolulu, Hawai‘i 96817

April 29, 2022

Request for Quotes (“RFQ”) No. LLP 2022-032

STEWARDSHIP SERVICES FOR KŪKANILOKO

To All Interested Parties:

Notice is hereby given that the Office of Hawaiian Affairs (hereinafter “OHA”) will be accepting quotes from interested Offerors that can develop and implement a stewardship program for lands owned by the OHA at Kūkaniloko Birthstones State Historic Site, located near Lake Wilson, Whitmore Avenue and Kamehameha Highway, Wahiawā, Hawai‘i 96786, Wahiawā, O‘ahu, Hawai‘i, TMK No: 7-1-001:048, 7-1-012:013, 009 (hereinafter the “Property”).

A required site inspection for all interested Offerors will be held on **Friday, May 6, 2022 at 10:00 a.m. Hawai‘i Standard Time**. All interested Offerors shall meet at the entrance gate of the Kukaniloko Birthstone Site (located at the intersection of Kamehameha Highway and Whitmore Avenue in Wahiawā, O‘ahu, Hawai‘i 96786). Please contact Michelle Jordan to RSVP for the site inspection, by Monday, May 2, 2022 at 2:00 p.m. Hawai‘i Standard Time, by email at michellej@oha.org.

Quotes must be received through the HiePRO website by 2:00 p.m. Hawai'i Standard Time on Monday, May 9, 2022.

Due to COVID-19, we are requesting that all Offerors who plan to attend the site inspection adhere to the following: wear a face covering, stay at least 6 feet apart from other people, and limit to only two (2) representatives.

The term of this Contract shall be for Twenty-four (24) months from June 1, 2022 through and including May 31, 2024 subject to the availability of funds.

Pursuant to HAR §3-122-75, considering the criteria, including but not limited to, quality, warranty, and delivery, the award shall be made to the lowest responsive responsible offeror. When the award to the lowest responsive responsible offeror is not practicable, the award shall be made to the offeror whose quotation provides the best value to the OHA.

The OHA reserves the right to reject any or all quotes and to accept the quotes in whole or part in the best interest of the OHA.

Background

The Office of Hawaiian Affairs (hereinafter “OHA”) is the fee simple owner of 511-acres of agricultural land which includes the Kūkaniloko Birthstones State Historic Site, located near Lake Wilson, Whitmore Avenue and Kamehameha Highway, Wahiawā, Hawai‘i 96786, Wahiawā, O‘ahu, Hawai‘i, TMK No: 7-1-001:048, 7-1-012:013, 009

The OHA is seeking qualified Offerors to develop and implement a two-fold stewardship program for the Kūkaniloko Birthstones State Historic Site, a sacred centuries-old birthplace of royalty on the OHA Wahiawā Lands (see Exhibit A - Conceptual Master Plan for OHA Wahiawā Lands and Exhibit B – Sample Quarterly Report), respectively, and collectively by reference incorporated herein and made part of this RFQ.

The 5.0-acre parcel consists of rock terraced formations and a mix of Native and invasive species of flora. The OHA is seeking a steward for Hawaiian cultural and educational purposes; to share and honor the cultural and natural resources of this property in a safe and meaningful way that fosters the connection of people to place and respects its neighbors and the character of the surrounding community.

It should be noted that due to the terrain of this site, the accessible area to be stewarded is approximately five acres in size. Further, there are no restroom facilities, water fountains or trash receptacles on-site. All trash generated here must be taken off site for disposal.

The interested Offeror shall have an understanding of the historic nature and properties of this cultural site and be able to demonstrate a comprehension of the Hawaiian and Polynesian flora.

Scope of Work

The Successful Offeror awarded the contract shall perform and provide all services required in the contract and specified in the Scope of Work section herein. The services shall include, but may not be limited to, the following:

A. Stewardship Planning

- a. The Successful Offeror shall develop a short term (2-3 years) and long term (5-10 years) stewardship program for the 5.0-acre site containing the Kūkaniloko Birthstones State Historic Site. The plan shall include goals, objectives, associated projects, and activities anticipated to be implemented, as well as an estimated timeline and required resources.
 - i. The plan shall be in alignment with OHA’s guiding values for the property:
 1. Ho‘omana – Protection & Sanctification
 2. Ho‘ona‘auau – Education & Connection
 3. Ho‘oulu ‘Āina – Agriculture, Ecological Restoration, Soil Remediation
 - ii. The plan shall also be in alignment with the preservation actions required and recommended in the Final Preservation Plan.

1. The final plan shall be shared with Successful Offeror when it is approved by the State Historic Preservation Division (SHPD).
- b. The Successful Offeror shall work with OHA to finalize the stewardship plan.
- c. Once the plan is finalized and approved by the OHA, the Successful Offeror shall take steps to implement the plan in collaboration with the OHA.
- d. The Successful Offeror shall be responsible for obtaining all regulatory approvals, permits and exemptions that may pertain to projects and tasks included in the plan.
- e. The Successful Offeror shall attend planning meetings, on an agreed upon schedule, with OHA to reevaluate and update the stewardship plan.

B. Education And Outreach

- a. Develop and implement a cultural place-based education program that increases the awareness of people about Kūkaniloko and its significance to Hawaiian culture and history. Components of the program are to be developed and documented in the Stewardship Plan by the Successful Offeror.
- b. Lead and organize site interpretation tours with interested groups and individuals.
- c. Lead and facilitate volunteer opportunities. This may include but is not limited to site maintenance and service projects.

C. Collaboration With Other Vendors

The Successful Offeror shall be invited to participate with the OHA and its Successful Offeror(s) to inform and implement various projects on the property. This may include but is not limited to elements of the Vegetation Continuum (as shown in Exhibit A - Conceptual Master Plan for OHA Wahiawā Lands), preservation action items in a final Preservation Plan; and help to inform a Comprehensive Management Plan for the site.

D. Limited Vegetation and Landscape Maintenance

The Successful Offeror shall provide limited vegetation maintenance as needed and take care of the simpler landscaping and gardening tasks that shall include, but may not be limited to, lawn mowing, weed whacking, hand-weeding, and shrub trimming.

E. Security

The Successful Offeror shall provide on-site presence on a weekly basis to monitor the conditions of the site and to ensure the site is being used in a proper manner by the public. Security activities may include but are not limited to the following:

- a. Report trespassers to the Hawaii Police Department.
- b. Weekly site visits and report to OHA any vagrant activities observed.
- c. Ensure access easement road is kept cleared.

F. Reporting Requirements

The Successful Offeror shall provide quarterly reports on activities, milestones, challenges, solutions, successes, and expenditures to be submitted within **Thirty** (30) days after the end of each quarter (see Exhibit B – Sample Quarterly Report).

The final report shall summarize all four (4) quarterly reports detailing all progress, challenges, successes, expenditures, and milestones achieved during the contract period and shall be submitted thirty (30) days after the last quarter of the contract.

G. Qualifications

- a. Has been in a stewardship or curatorship agreement with a state entity.
- b. Involved with Wahiawā initiatives and projects.
- c. Experience with running cultural and/or educational programs with local schools and organization.
- d. Familiar with preservation regulations.
- e. Experienced with cultural/educational programming and curriculum development.
- f. Experienced with native forest restoration.
- g. Demonstrated (qualifier) relationship with Kūkaniloko and Wahiawā community.

General Contract Compliance for Successful Offeror

- A. The Successful Offeror shall comply with HRS, Chapter 103D, as amended, and all State, Federal, and County requirements.
- B. The Successful Offeror shall also comply with the General Terms and Conditions appended hereto as Attachment 1 and by reference incorporated herein and made part of this RFQ. Additionally, the Successful Offeror shall also comply with any Special Conditions that the OHA may require. The OHA also reserves the right to make appropriate modifications to the quantity of items or reporting requirements contingent upon unforeseen conditions.

C. License and Compliance

- 1. The successful Offeror must be registered as a business in the State of Hawai‘i, be compliant with Hawaii Compliance Express (hereinafter “HCE”), complete the W-9 form (<https://www.irs.gov/pub/irs-pdf/fs9.pdf>) and provide a Certificate of Liability Insurance. If you are not registered with HCE, please register by going to HCE’s website: <http://vendors.ehawaii.gov/hce/splash/welcome.html>.
- 2. Submit a current copy of a Certificate of Liability Insurance with the following:

The minimum insurance coverage and limits below, which shall also apply to subcontractor(s) where appropriate:

Coverage	Limits
Commercial General Liability (including personal injury, death, and property damage)	\$2,000,000 per occurrence; \$2,000,000 general aggregate per policy year; \$2,000,000 product and completed operations aggregate limit per policy year.
Personal and Advertising Injury	\$1,000,000 each occurrence.

Umbrella Liability	\$2,000,000 aggregate.
Automobile Insurance covering all owned, non-owned, and hired automobiles	Bodily injury liability limits of \$1,000,000 each person and \$1,000,000 per accident; property damage liability limits of \$1,000,000 per accident. Or \$2,000,000 combined single limit.
Workers Compensation as required by laws of the State of Hawai‘i	Insurance to include Employer’s Liability. Such coverage shall apply to all employees of the CONTRACTOR and (in case any sub-contractor fails to provide adequate similar protection for all its employees) to all employees of sub-contractors
Professional Liability (Errors and Omissions)	\$1,000,000 per claim \$2,000,000 annual aggregate

D. The State of Hawai‘i, the OHA, its elected and appointed officials, employees, and volunteers shall be named added as additional insured with respect to occurrences during or in connection with the performance of this Contract. Before the effective date of this Contract, the CONTRACTOR agrees to provide the OHA with certificate(s) of insurance necessary to satisfy the OHA that the insurance provision of this Contract have been complied with and to keep such certificate(s) on deposit with the OHA during the entire term of this Contract. The minimum insurance required shall be in full compliance with the Hawai‘i Insurance Code throughout the entire term of the Contract, including supplemental contracts, and shall be written by a company authorized to do business in the State of Hawai‘i and rated no less than an AM Best rating of A- VIII. CONTRACTOR and its carriers agree to waive their rights of subrogation with respect to any claims covered, or which should have been covered, by valid and collectible insurance, including any deductibles or self-insurance maintained thereunder. Upon request by the OHA, the CONTRACTOR shall furnish a copy of the policy or policies that satisfy the Insurance Requirements of this Contract.

E. Each insurance policy required by the contract, including a subcontractor’s policy, shall contain the following clauses:

1. “This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the Office of Hawaiian Affairs, 560 North Nimitz Highway, Suite 200, Honolulu, HI 96817.”
2. “The Office of Hawaiian Affairs, its trustees, employees, representatives and agents and the State of Hawai‘i are added as additional insureds as respects to operations performed for the Office of Hawaiian Affairs.”
3. “It is agreed that any insurance maintained by the Office of Hawaiian Affairs will apply in excess of, and not contribute with, insurance provided by this policy.”

Other Requirements

- A. The Contractor shall comply with applicable safety, hygiene, and physical distancing guidance from the Centers for Disease Control and Prevention (CDC), as well as with State, county, industry, and regulatory practices for safety, hygiene, and physical distancing, including standards and requirements adopted and issued by Hawai‘i Department of Health (DOH) or required by State and county emergency orders, rules, or proclamations related to COVID-19 (novel coronavirus).
- B. No person shall enter an OHA worksite if they have: (i) a fever, cough, shortness of breath or difficulty breathing, or other symptoms of respiratory illness or of COVID-19 as set forth by the CDC; (ii) had close contact with a person who has or is suspected to have COVID-19; or (iii) traveled outside of Hawai‘i in the past ten (10) days and have not satisfied the negative test exception to the mandatory self-quarantine period, subject to any subsequent out-of-state travel restrictions imposed through Statewide or county emergency orders, rules, or proclamations related to COVID-19 (novel coronavirus).
- C. Pursuant to Governor Ige’s Executive Order No. 21-07 issued September 8, 2021 (“Order”), contractors and visitors are required to provide their vaccination or testing status as a condition of entry onto State property and into State facilities. As such, starting on Monday, September 13, 2021, all contractors entering, working, or providing services to any OHA physical worksites shall submit an attestation of their vaccination status and for those who are unvaccinated or partially vaccinated, a negative test result of a COVID-19 test. The Contractor shall be responsible for the following:
1. The Contractor shall identify all employees accessing any OHA physical worksites and provide a written attestation to OHA as to each employee whether they are: (1) fully vaccinated for COVID-19; (2) partially vaccinated for COVID-19 (including receipt of one dose of a two-dose course of vaccination); or (3) not vaccinated for COVID-19;
 2. The Contractor will ensure and provide verification that any unvaccinated or partially vaccinated employee is subject to regular COVID-19 testing that shall occur once per week;
 3. The Contractor will ensure that any unvaccinated or partially vaccinated employee does not enter, work, or provide services in any OHA physical worksite unless the employee obtains a negative test result of a COVID-19 test as a condition to being allowed to enter or remain in any OHA physical worksite;
 4. If not otherwise required by State or county orders, the Contractor will ensure that all employees, whether fully vaccinated, unvaccinated, or partially vaccinated, will wear a mask the entire time they are present in any OHA physical worksite and physically distance themselves from others;
 5. Any unvaccinated or partially vaccinated Contractor and/or its employees not in compliance with this Order or found to have submitted falsified information pursuant to this Order shall be precluded from entry to any State facility.

Any violation of this Order by a Contractor and/or its employees may also be subject to contractual remedies or other remedies as allowed under the law; and

6. Contractors must e-mail the attestation required pursuant to this Order to their OHA Contract Administrator prior to entering, working, or providing services at any OHA physical worksite.

The RFQ may be canceled when it is determined to be in the best interest of the OHA. If you have any questions, you may contact Michelle Jordan, Procurement Supervisor, by email at michellej@oha.org.