



State of Hawai‘i

REQUEST FOR PROPOSALS
RFP NO. LPM 2021-019

TREE SERVICES FOR PAHUA HEIAU, WAIALUA COURTHOUSE,
AND KŪKANILOKO

ISSUE DATE: APRIL 23, 2021

DUE DATE: MAY 25, 2021, 2:00 p.m. HST

The Office of Hawaiian Affairs
560 N. Nimitz Highway, Suite 200
Honolulu, Hawai‘i 96817

Notice to Interested Parties: Offerors interested in submitting a proposal are encouraged to register your company by completing the Registration Form and submitting it to the OHA’s RFP Coordinator via email at proposals@oha.org. See Attachment 2 – RFP Registration Form.

Notice to Offerors

(Chapter 103D, Hawai‘i Revised Statutes)

REQUEST FOR PROPOSAL (“hereinafter “RFP”) No. LPM 2021-019

Notice is hereby given that pursuant to Chapter 103D, Hawaii Revised Statutes, as amended, (hereinafter “HRS”), the Office of Hawaiian Affairs (hereinafter “OHA”) will be accepting proposals from qualified firms to provide tree and vegetation trimming, removal, planting, care, and maintenance services for Pahua Heiau located at 7142 Makahu‘ena Place, Honolulu, Hawai‘i 96825, Kamiloiki, Maunaloa, O‘ahu (hereinafter “Pahua”), Tax Map Key (hereinafter “TMK”) Number: 3-9-56:038, the Waialua Court House located at 66-207 Kamehameha Highway, 96712, Hale‘iwa, O‘ahu, Hawai‘i, TMK Number: 6-6-009:023, and Kūkaniloko located in Wahiawā, O‘ahu, Hawai‘i, near the intersection of Kamehameha Highway and Whitmore Avenue, TMK Numbers: 7-1-001:045 through 050.

This RFP may be downloaded from either the State Procurement Office (hereinafter “SPO”) website at <https://hands.ehawaii.gov/hands/opportunities> or the OHA website at www.oha.org/solicitations beginning Friday, April 16, 2021. Offerors must have experience with vegetation and road maintenance and have knowledge of native Hawaiian plants.

Proposals shall be submitted via email to proposals@oha.org no later than 2:00 p.m. Hawaii Standard Time (hereinafter “HST”), Tuesday, May 25, 2021. The official time will be that which the email is received by the OHA.

The OHA reserves the right to reject any and all proposals and to accept any 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. Alison Roney, Procurement Specialist, at proposals@oha.org.

OFFICE OF HAWAIIAN AFFAIRS
Sylvia M. Hussey, Ed.D.
Ka Pouhana, Chief Executive Officer, Head of Purchasing Agency

Table of Contents

Section 1 – Administrative Overview.....	4
Section 2 – Scope of Services.....	15
Section 3 – Proposal Format and Instructions	364
Section 4 – Proposal Evaluation & Award	40
Section 5 - Attachments	45
Attachment 1 - Proposal Submittal Checklist	
Attachment 2 – RFP Registration Form	
Attachment 3 – Sample Cover Letter	
Attachment 4 - Acknowledgement of Addenda	
Attachment 5 – Wage Certificate	
Attachment 6 – Offer Form OF-1 and OF-2	
Attachment 7 – General Terms and Conditions	
Attachment 8 - 2021-2022 Hawaii State Government Observed Holidays	

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 and engage a qualified firm to provide tree and vegetation trimming, removal, planting, care, and maintenance services for the Pahua Heiau, the Waialua Courthouse, and Kūkaniloko.

A determination has been made that the OHA is unable to secure these services through a low bid process. 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 Offerors concerning their proposals; 5) 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.

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

II. RFP Organization

This RFP is organized into five (5) sections:

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

Section 2: Scope of Services – Provides Offeror with a general description of the tasks to be performed, delineates 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 & 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 Services 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:

Alison Roney
Office of Hawaiian Affairs
Procurement Services Program
560 North Nimitz Highway, Suite 200
Honolulu, Hawai‘i 96817
Email: alisonr@oha.org

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

The Legacy Land Program is responsible for administering and monitoring the Contract. The designated Contract Administrator or his/her designated representative is responsible for monitoring the activities performed under the Contract and is identified as:

Brutus LaBenz
‘Aho Pueo Mahele Mālama ‘Āina, Legacy Land Specialist
Office of Hawaiian Affairs
560 North Nimitz Highway, Suite 200
Honolulu, Hawai‘i 96817

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

Once the Offeror has received the Notice to Proceed, all communications regarding approvals, reports, and requests shall be directed to the OHA Contract Administrator.

IV. Terms and Acronyms

BAFO	Best and Final Offer
BOT	Board of Trustees
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 Proposals	Friday, April 23, 2021
Site Inspections	TBD
Due Date to Submit Questions	Friday, May 7, 2021, 2:00 p.m. HST
OHA’s Response to Questions	Wednesday, May 12, 2021
Proposals Due Date/Time	Tuesday, May 25, 2021, 2:00 p.m. HST
Proposal Evaluations	May 26, 2021 – June 9, 2021
Offerors’ Presentation/Discussion (if necessary)	TBD
Best and Final Offer (if necessary)	TBD
Notice of Award	June 2021
Contract Start Date	July 1, 2021

The OHA reserves the right to amend or revise the timetable without prior written notice when it is in the best interest of the OHA. The schedule represents the OHA's best estimate of the schedule that will be followed. All times indicated are HST. If a component of this schedule is delayed, the rest of the schedule may be shifted accordingly.

VI. Site Visit

Due to COVID-19, the date and time of a site visit is still to be determined. As soon as it is confirmed, notification will be sent out. If you are interested in submitting a proposal and be notified, please submit the RFP Registration Form to proposals@oha.org. See Attachment 2.

We are requesting that all Offerors who plan to attend the site visit adhere to the following requirements: 1) wear a face covering; 2) stay at least six (6) feet apart from other attendees; and 3) limit attendance to one (1) representative per vendor. In the event ten (10) or more vendors wish to attend the site visit, a second site visit will be scheduled and those attendees will be notified of the date and time of the additional site visit. Please submit the RFP Registration Form no later than Friday, April 30, 2021, 2:00 p.m. HST.

VII. Submission of Questions

Offerors may submit questions to the RFP Coordinator at proposals@oha.org. The deadline for submission of written questions shall be determined when the site visit is scheduled. 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 date when the "OHA's Response to Questions" is determined.

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.

VIII. Submission of Sealed Proposal

- A. Form/Formats. Proposal forms and formats such as for the price proposal are included in Section 5 - Attachments to this RFP.
- B. Proposal Submittal. Proposals must be submitted via email to proposals@oha.org by the date and time designated in this RFP. Any proposals received after the designated date and time will be rejected.
- C. 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 proposals@oha.org. Modifications and/or withdrawals will be clearly marked as such and must be received by the OHA no later than Tuesday, May 18, 2021, 2:00 p.m. HST.

- D. Wages and Labor Law Compliance. Prior to entering into a Contract in excess of \$25,000, an 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. 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 Offeror will be obligated to provide such increased wages.

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 5 – Wage Certificate.

The 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 Offeror may meet this obligation by posting a written notice to this effect in the Offeror’s place of business in an area accessible to all employees.

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 January 1, 2021 for state employees performing similar work have been published by the DHRD.

If wages increase after the execution of the Contract, the 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 Offeror will not be paid for any reimbursement of retroactive pay negotiated by the State. The Offeror’s request for the increase must meet the following criteria:

1. At the time of the offer, if the Offeror’s hourly wage rate is greater than the prevailing State wage, the Offeror’s requests for increase will not be considered.

2. At the time of the request, the 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.
3. Request for an increase must be made in writing to the OHA on a timely basis as follows:
 - a. 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 Offeror provided its employees a wage increase.
 - b. 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-employees/classification-and-compensation/>

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

Confidential Information. If an Offeror believes that any portion of a proposal contains information that should be withheld as confidential, the Offeror will request in writing nondisclosure of such information and provide justification to support the designation of confidentiality. Such information 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.

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 Offeror.

If the proposal is marked confidential in its entirety, the OHA Procurement Services Program 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.

- E. Exceptions. Offerors will list any exceptions taken to the terms, conditions, specifications, or other requirements listed herein. Offerors must reference the RFP section where the exception is taken and provide 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 from State, Federal, or local laws will not be approved.

IX. Discussions with Offerors Prior to Proposal Submissions

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

X. Opening of Proposals

The date and time recorded for the receipt of any proposals by the OHA, any modification to proposals, and withdrawals of proposals will be the date and time of receipt of the email by the OHA. 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. 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. Offerors may include up to five (5) pages of documentation, literature and samples or brochures of related services which demonstrate experiences to related services.

XII. RFP Amendments

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

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 Offeror believes that any portion of their proposal contains information that should be withheld as confidential, the Offeror will provide a written request for nondisclosure of such information to be kept confidential and provide justification to support confidentiality. Such information 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 to disclose the work product, and to transfer the intellectual property to third parties for the OHA's purposes.

The Offeror understands that the information obtained from these efforts is the sole property of the OHA, that any use of the information must be approved by the OHA Contract Administrator, 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 Offeror in preparing or submitting a proposal are the Offeror's sole responsibility. Any cost incurred by the 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 Offeror's sole responsibility.

Offerors will ensure that the OHA is provided with the written authorization(s) necessary to verify information provided in the Offeror's proposal.

XVIII. Mistakes in Proposals

While 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 Offeror to the extent that it does not conflict with the best interest of the OHA or to the fair treatment of other 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 offers (HAR §3-122-97);
4. Reporting of anti-competitive practices (HAR §3-122-191 to §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. Offer 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 OHA Line of Business Director as to content, the OHA Corporation Counsel as to form, and subject to the availability of funding.

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

No work is to be undertaken by the 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 Offeror prior to the Contract commencement date as specified in the contract.

Pursuant to section 3-122-112, HAR, Responsibility of Offeror, the Offeror will produce documents to the Procurement Officer to demonstrate compliance with this section.

The Offeror receiving the 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 7 – General Terms and Conditions.

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 statute 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 shall be emailed to proposals@oha.org 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 offers, 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/opportunities> and the OHA website at www.oha.org/solicitations.

Head of the OHA Contracting Office	Procurement Officer
Name: Sylvia M. Hussey, Ed. D.	Name: Christopher Stanley
Title: 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 Offeror's performance under the Contract will be monitored and evaluated by the OHA Contract Administrator or his/her designated representative, the OHA 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 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 7 – General Terms and Conditions.

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 Contractor agrees to comply with Chapter 11, §11-355, HRS, which states that campaign contributions are prohibited from a State and County government contractor during the term of the Contract if the Contract is paid with funds 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. Information

A. Project overview and history

1. **Pahua Heiau:** The OHA is the landowner of the property located at 7142 Makahu‘ena Place, Honolulu, Hawai‘i 96825, Kamiloiki, Maunaloa, O‘ahu, TMK No: 3-9-56: 038. The 1.15-acre parcel consists of rock terraced platforms, walls and enclosures, and a mix of Native and invasive species of flora. The property is located in a residential neighborhood and is bordered by three residential properties, the Kamiloiki Ridge, and Makahu‘ena Place. The OHA is currently working with Digital Moku, a local community entity, to steward Pahua Heiau for Hawaiian cultural and educational purposes.
 - a. Types of vegetation at Pahua Heiau that typically require regular maintenance include, but may not be limited to:
 - 1) Kukui (2)
 - 2) Niu [Coconut] (2)
 - 3) Autograph (1)
 - 4) Koa Haole
 - b. Types of vegetation at Pahua Heiau that typically require occasional maintenance include, but may not be limited to:
 - 1) Kīawe (2)
 - 2) Milo (2)
 - 3) False Sandalwood (2)
2. **Waialua Court House:** The property, located at 66-207 Kamehameha Highway, Hale‘iwa, O‘ahu, Hawai‘i 96712, TMK No: 6-6-009: 023, is a 1.06-acre parcel with a building. It is a historic structure and a marquee landmark near the gateway to Hale‘iwa Town. The Waialua Courthouse is being managed by the OHA in order to provide a land base for beneficiaries and beneficiary organizations to gather, meet, plan and perpetuate the Hawaiian culture. As such, community groups such as hula hālau currently use the meeting room facilities once or twice a week. The Offeror shall work with the OHA or an OHA approved designee to schedule services.
 - a. Types of vegetation at Waialua Court House that typically require regular maintenance include, but may not be limited to:
 - 1) Areca Palm (5)
 - 2) Royal Poinciana (7)

- 3) Kukui (5)
 - 4) Mango (1)
 - 5) Date Palm (9)
 - 6) Fan Palm (1)
 - 7) Niu [Coconut] (2)
 - 8) Noni (1)
 - 9) Hau (approximately 490 total linear feet.)
- b. Types of vegetation at Waiialua Court House that typically require occasional maintenance include, but may not be limited to:
- 1) Plumeria (4)
 - 2) New growths of Date trees and Opiuma, as needed
 - 3) Koa Haole
 - 4) Parasitic growths on Date trees
3. **Kūkaniloko**: Located in Wahiawā, O‘ahu near the intersection of Kamehameha Highway and Whitmore Avenue, TMK Nos: 7-1-001: 045 thru 050, this property consists of 516 acres of land managed by the OHA that includes the Birthing Stones. While the property is primarily overgrown with invasive plant species, it does contain extremely significant Hawaiian cultural sites and some native Hawaiian plants. Extreme care shall be taken to prevent damage to the sensitive Hawaiian cultural sites and native Hawaiian plants.
- a. Types of vegetation at Kūkaniloko that typically require regular maintenance include, but may not be limited to:
- 1) Niu (7)
 - 2) Eucalyptus (10+)
- b. Types of vegetation at Kūkaniloko that may require services and/or maintenance include, but may not be limited to:
- 1) Sliver Oak
 - 2) Gunpowder
 - 3) African Tulip
 - 4) Albizia
 - 5) Kukui
 - 6) Hau
 - 7) Koa
 - 8) Ohia
 - 9) Kou
 - 10) Lonomea
 - 11) Eucalyptus
 - 12) Pine
 - 13) Java Plum

- 14) Lantana
- 15) Christmas Berry
- 16) Guava
- 17) Guinea & Other Grasses

B. Funding source and period of availability

Funds are subject to the biennial budget as approved by the OHA Board of Trustees (BOT) and/or allocation by the Governor and State Legislature. Funding and period of availability may change upon written 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 an 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 and allocated and received by the OHA. The availability of funds in excess of the amount certified as available shall be contingent upon future appropriations or special fund revenues.

It has been determined that there are sufficient funds to pay for the initial term of the Contract and the funds necessary for the remaining term(s) of the Contract are likely to be available from the OHA. Pursuant to Chapter 103D-315, HRS, as amended, the OHA reserves the right to cancel the contract when future funds are not available to support continuation of performance in subsequent contract periods. Nothing in this RFP shall be interpreted to mean that the OHA shall be liable to pay for services provided.

II. General Requirements

A. Qualifying Requirements

1. The Offeror will comply with section HRS §103D-601, as amended, entitled “Cost Principles Rules Required.”
2. The 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. Offerors are advised that if awarded a Contract, the 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 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. An Offeror’s status as sole proprietor or other business entity and its business street address will be used to confirm that the 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 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 Offerors’ proposal.

6. Certificate of Eligibility

The 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 Hawaii 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 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 Offeror or the Offeror’s officers, employees, agents or subcontractors.

8. Insurance Requirements

To be eligible for award, the Offeror agrees to acquire insurance from an insurance carrier or carriers licensed to conduct business. Within fifteen (15) days prior to the Contract start date, the 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.

<u>Coverage</u>	<u>Limits</u>
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

- a. 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 requirements 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. The Offeror 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 Offeror shall furnish a copy of the policy or policies that satisfy the insurance requirements of this contract.
- b. Failure of the Offeror to provide and keep in force such insurance shall be regarded as a material default under this contract, entitling the OHA to exercise any or all the remedies provided in this contract for default of the Offeror.

- c. The procuring of such required policy or policies of insurance shall not be construed to limit the Offeror's liability hereunder or to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, the Offeror shall be obliged for the full and total amount of damage, injury, or loss cause by negligence or neglect connected with this contract.
- d. To satisfy the minimum coverage limits required by this contract, the Offeror may use an umbrella policy in addition to the mandatory insurance policies (e.g, general liability insurance, automobile Insurance, and workers' compensation) provided that the OHA approves, and the umbrella policy follows the underlying coverage forms.
- e. The Offeror shall notify the OHA in writing of any cancellation or substantive change in insurance at least thirty (30) calendar days prior to the effective date of such cancellation or change.
- f. The OHA is a self-insured semi-autonomous state agency. The Offeror's insurance shall be primary. Any insurance maintained by the State of Hawai'i and the OHA shall apply, in excess of, and shall not contribute to insurance provided by the Offeror.
- g. Other Additional Insurance

The 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, the amount of the premium, and justification for additional insurance.

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

Whenever possible, the 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 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 Offeror already is or is working towards being certified as an MBE/WBE or has contracted or solicited bid/quotes from subcontractors that are certified as MBE/WBE through the Small Business Administration.

B. Type of Contract

1. The Offeror will be required to execute a contract for goods and services based on competitive sealed proposals.

The contract will be on a reimbursement basis. All costs 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 Offeror will execute and deliver to the OHA a contract in such number of copies as required by the OHA.

The 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 requirement 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 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 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 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 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 Offeror as designated in a corporate resolution, if applicable.

4. Additional Services and Fees

The Offeror and the OHA will negotiate for additional needed services and fees for work not described in the contract by which may arise during the course of the

contract. Any agreement will be in writing, executed by all parties, and shall be attached to the contract as a contract amendment 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: TWENTY-FOUR (24) months

Length of each extension: Up to TWENTY-FOUR (24) months, may be less than TWENTY-FOUR (24) months when it is in the best interest of the OHA

Maximum Length of Contract: 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 Offeror experienced cost savings 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 thirty-six (36) 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 goods or services; and
3. A supplemental contract must be executed prior to expiration of the primary contract; and

4. The Offeror must obtain the 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 negotiated. Submission of a proposal constitutes acknowledgement by the Offeror that the Offeror is able and willing to contract for services for the duration of the contract period. If the 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 Offeror will provide the requested insurance information and a completed wage certificate. The 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 twenty-four (24) month period upon issuance of the Notice to Proceed.

Contract price adjustments will be limited to liability and/or automobile insurance.

The following conditions must be met for the OHA to consider a price adjustment:

1. The Offeror provides adequate documentation of price increase(s), such as an insurance policy statement;
2. The increase will not exceed five percent (5%) of the original price for each budget line item; and
3. The request for increase must be reasonable and there must be sufficient funding 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 OHA Contract Administrator. Performance will be monitored on an ongoing basis by the OHA through desk monitoring and/or other methods by the OHA Contract Administrator and his/her designated representative(s).
2. Should the 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 to the OHA. The OHA will monitor the 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 Offeror continue to fail to comply with the requirements of the contract, the OHA reserves the right to engage the services of another to perform the services to remedy the defect or failure and to deduct such costs from monies due to the Offeror or to directly assess the Offeror.
4. In the event the 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 Offeror. If monies due to the Offeror is insufficient for this purpose, the Offeror shall pay the difference upon demand by the OHA. The OHA may also utilize all other remedies provided under the contract and/or as permitted by law.
5. In the event the 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 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 Offeror.

B. Termination

The OHA reserves the right to terminate the contract without penalty for cause or convenience as provided in the General Conditions. See Attachment 7 – General Terms and Conditions.

IV. Scope of Services

- A. The Offeror shall work in accordance with the recommendations set forth in the comprehensive tree report prepared by the certified Arborist contracted by the OHA, unless otherwise authorized by the OHA.
- B. The Offeror shall consider the significance of the Hawaiian Cultural Sites at and around each property.
 1. As it pertains to the schedule and the progress of work, the Offeror shall inquire with the OHA Contract Administrator regarding any circumstance that may require consultation with a Cultural and/or an Archaeological Monitor.
 2. Extreme caution shall be used to not damage any cultural sites. Cautionary measures shall be codified in a Daily Plan as set forth under C.2.a. and shall be approved by the OHA Contract Administrator.

C. The Offeror shall provide the goods and services hereinafter set forth which includes, but may not be limited to, the following:

1. Type of Services

a. Tree Removal and Uprooting

- 1) Trees to be removed shall be stumped as low to the ground as possible. All stumps and above grade roots shall be ground to eight to twelve inches (8” – 12”) in depth. After grinding, the holes shall be backfilled with grindings and topsoil ensuring that the final settlement top is level with the surrounding finish grade.
- 2) If the trees are uprooted, the stump shall be cut twelve inches (12”) below ground level and backfilled with topsoil as described above.
- 3) If deemed appropriate by the OHA Contract Administrator and the Offeror, trees that are not stump grinded shall have herbicide applied to the trees to ensure the trees do not grow back. Any herbicides used shall not contain glyphosate.

b. Root Pruning

- 1) Root pruning above or below ground level shall be performed in accordance with accepted horticultural practices or unless otherwise directed by the OHA Contract Administrator or his designee.
- 2) The Offeror shall install an acceptable biobarrier as determined by both the Offeror and the OHA Contract Administrator.

c. Removal of Trimmings and Debris

- 1) The Offeror shall completely remove all trimmings, chipped materials, and any other debris resulting from the work on a daily basis unless otherwise approved by the OHA Contract Administrator.
- 2) Trimmings and debris which may include sawdust generated as a result of the work performed shall not be left unattended at the work site.
- 3) All refuse shall be disposed of off-site at locations meeting all Federal, State, and County ordinances and regulations.
- 4) The Offeror shall dispose of refuse at recycling facilities when possible.
- 5) Burning of trimmings and debris at the work site shall not be allowed.

- 6) The Offeror shall not dispose of tree trimmings or debris on the OHA property or in the OHA's trash receptacles unless otherwise approved by the OHA Contract Administrator.
 - 7) The OHA reserves the right to take, remove, and use any of the trimmed materials. In such an event, the OHA shall segregate and remove the desired trimmings from the work site. The OHA shall notify the Offeror prior to the start of work of its intention to exercise this right.
2. Minimum and/or mandatory requirements for goods and services
- a. Daily Plan
 - 1) For each day the Offeror seeks access to the property, the Offeror shall provide the OHA with a "Daily Plan" which shall include information that identifies the duration of the visit, the staff and equipment to be used, the location of daily work, and a description of work to be conducted on site.
 - 2) The Offeror's access shall be subject to the OHA's written approval of the Daily Plan(s) and shall be subject to other conditions that OHA may require.
 - 3) The Offeror shall only allow entrance into the property to persons acting on its behalf, its members, employees, officers, directors, representatives, agents, consultants, or contractors necessary for the project.
 - b. The OHA Contract Administrator shall coordinate a schedule with the Offeror for tree trimming services. Any changes to the schedule shall be agreed upon by both parties no less than five (5) business days prior to the scheduled date.
 - c. All work must be done between 7:45 a.m. and 3:30 p.m. Monday through Friday, excluding State holidays.
 - d. The Offeror shall provide proper safety signs, as necessary, and shall not obstruct the free flow of traffic, ingress and egress of private driveways and public right-of-way access.
 - e. The Offeror shall post temporary signage at the entrance of the Project Area and near the work areas to notify the public of any closed areas during scheduled work. No area should be closed without prior consent by the OHA.
 - f. The Offeror shall take adequate measures to alert, warn, and protect the public from any danger of falling or flying debris in and around the immediate work site.

- g. The Offeror's vehicles shall be restricted to existing roadways located in the project area. No vehicles shall be permitted on grassy areas or walkways without prior approval from the OHA Contract Administrator.
 - h. If necessary, the Offeror may utilize or may be required to utilize a truck or trucks with a hoist and bucket or similar equipment to carry out the trimming, shaping, pruning, and removal work in accordance with the specifications of this solicitation. Please note that there is no vehicle access onto the Pahua Heiau property.
 - i. The Offeror shall work with the OHA Contract Administrator to determine a suitable staging area, if necessary, to complete the services.
3. Work Requirements
- a. The Offeror shall use the best horticultural practices to perform all tree services operations.
 - b. The use of climbing spurs and spikes shall be allowed for climbing coconut trees, with the exception of the coconut trees at Kūkaniloko. No spurs or spikes shall be allowed on any tree at Kūkaniloko.
 - c. All pruning cuts shall be performed with pruning shears, lopping shears, hand, pole, or chain saws only. Cane knives and machetes are only allowed for services being performed on coconut trees.
 - d. Proper pruning cuts shall be performed to prevent bark tears and to promote compartmentalization of cut ends.
 - e. Stub cutting is not allowed. Cuts shall be made close to the branch collar.
 - f. Lion's tailing is not allowed. After trimming, adequate foliage shall remain to provide proper growth and vigor of the tree limbs.
 - g. Topping or heading is not allowed, unless approved by the OHA.
 - h. Rope work or a crane shall be used to prevent damages from falling logs, branches, and trunks. Due to the sensitive cultural and archaeological nature of these sites, under no circumstances shall large limbs be allowed to "fall with force" on the OHA's properties. The Offeror may be required to lower all branches with ropes to prevent damage to any Native Hawaiian cultural sites, Native Hawaiian plants, and/or the understory including without limitation, any plants growing under tree branches to be removed.
 - i. All dead, dying wood, and stub cuts shall be removed from the trees.

- j. Watersprouts in the crown shall be selectively removed to minimize flush of watersprouts after trimming.
- k. Clearing trees from other trees or objects shall be done by horizontal clearance.
- l. Clearing trees above other trees or objects shall be done by vertical clearance.
- m. Clearing all around trees or other objects shall be done by horizontal and vertical clearance.
- n. Clearing from wires shall be performed by tree trimmers qualified and certified to do the work.
- o. Raising the ceiling height or crown raising shall be done to heights above finish grade unless otherwise indicated.
- p. All trees near a building shall be cut back from the building.
- q. Ensure that any mud and/or debris from vehicles and machinery do not leave the project area and tracked onto nearby roadways.

D. Additional Requirements for Kūkaniloko

1. Right of Entry

- a. Prior to each access, the Offeror shall coordinate with the OHA and arrange to access the site together with an OHA staff member and as directed by the OHA protocol unless otherwise directed by the OHA.
- b. Coconuts shall not be consumed or removed from the site. Identified coconuts shall be processed in a chipper or placed in a designated area on the property determined by the OHA.
- c. The Offeror and any staff that will be performing services at the site shall be required to attend a site visit with the OHA and/or its site Steward to ensure the cultural and archaeological importance of the site is conveyed to all who will be performing the services. The site visit shall be no longer than one (1) hour and shall occur prior to any services being performed at this location.

E. Reporting

- 1. Unless instructed otherwise, the Offeror shall report the progress of the work including the location and number of trees trimmed or pruned to the OHA Contract Administrator. The Offeror shall also furnish information on the location and the number of trees to be trimmed and pruned for that current day.

2. Any tree that is diseased, damaged, or in adverse condition must be reported by the Offeror to the OHA Contract Administrator.
3. All work is subject to the approval by the OHA Contract Administrator.

F. Inspection

1. Work tools, materials, supplies, appurtenances, and other equipment shall be subject to inspection at the work site by the OHA Contract Administrator during and after the completion of work.
2. All corrective measures shall be documented on inspection forms. The Offeror shall comply with all notices for corrective work or corrections of defective tools and equipment and shall perform all additional work to correct the existing substandard condition.
3. Final inspection by the OHA shall be made within two (2) days after completion of the job.

G. Responsibility for Employees or Agents on the OHA Property

1. The offeror shall be solely responsible for the behavior and conduct of their employees or agents on the OHA property.
2. A minimum of one (1) English-speaking supervisor per crew shall always be present to supervise the performance of work.
3. All safety requirements shall be exercised including, but may not be limited to:
 - a. The use of reinforced climbing belts, hardhats, shoes, eye protection, traffic cones, and flags;
 - b. The use of ropes to direct pedestrians and vehicles away from hazards; and
 - c. The use of rope work or other reasonable substitute to safely lower heavy trimmings.
4. The Offeror shall bear full responsibility for the safety and appropriateness of its workers' apparel and personal gear.
5. The Offeror shall acknowledge that all workers shall be informed to utilize the specified access into the Kūkaniloko Project Area through the TMK Parcel 049.

H. Responsibility for Work

1. Risk of Loss

- a. The Offeror is responsible for and shall bear all risk of loss or damage to any materials, tools, and equipment delivered to the Project Area until completion and final acceptance of the work by the OHA, and to any work completed by the Offeror, unless the loss or damage resulted solely from the negligence of the OHA.
- b. The OHA is not responsible for any loss or damage to the work completed, or to any materials, tools, or equipment belonging to the Offeror resulting from a tortious action of a third-party. The Offeror shall look to such other third-party(ies) for any right-of-relief in these cases.

2. Precautions Against Damage

- a. The Offeror shall be responsible for the following:
 - 1) Taking all precautions necessary to prevent damage or injury to the work of the Offeror, the OHA, or its agents; and
 - 2) Taking all precautions necessary to prevent damage or injury to the property of the Offeror or its employees, the OHA or its agents, and members of the general public.
- b. These measures shall include, but may not be limited to, laying drop cloths, construction shields and guard fences, and any other precautionary measures which may be warranted and approved of by the OHA Contract Administrator.

3. Attorney's Fees and Costs

If the Offeror's actions arising out of or relating to these services causes the OHA to retain counsel to assist in resolving the matter in dispute, or if the OHA is forced to pursue legal action against the Offeror to enforce the terms and conditions of the contract pertaining to the performance or non-performance of these services, the OHA shall be entitled to its attorneys' fees and costs incurred therein.

I. Additional Services

1. The OHA reserves the right to increase or decrease the required tree services during inspection and throughout the Contract period and may require additional services as needed including, but not limited to, the following:

- a. Tree planting and associated services including site prep for plantings, particularly for but not limited to, Native Hawaiian and other indigenous tree species;
 - b. Tree health maintenance services including fertilization and adding nutrients;
 - c. Hauling of large logs off-site to be repurposed; and
 - d. Milling services (if available).
2. All requests for increased services shall be provided at the same or similar rates for the tree services and shall be subject to available funding.
 3. Adverse conditions that may require major changes not stated in the contract must be report to the OHA Contract Administrator or authorized designee. All modifications require prior written approval by the OHA.
- J. The OHA Contract Administrator shall act as the contract monitor and principal liaison between the contractor and the OHA. The OHA Contract Administrator shall assist in resolving policy questions expediting decisions and the review of the work performed.
- K. The Offeror shall follow all Federal, State, and County guidelines and emergency orders related to COVID-19, as well as agency-specific guidelines such as those set forth in the OHA COVID-19 Safety & Health Plan. The OHA COVID-19 Safety & Health Plan is updated as appropriate and is subject to change. The most current version of the OHA COVID-19 Safety & Health Plan will be made available to the Offeror before the start of performance of services.
- L. The Offeror shall follow Basic Infection Prevention Measures of All OHA Work Sites as set forth in the OHA COVID-19 Safety & Health Plan when performing services on behalf of the OHA, performing services on the OHA work sites, and/or visiting the OHA work sites. This includes but is not limited to: staying home if sick, wearing face masks, frequent & thorough handwashing, respiratory etiquette, and physical distancing in accordance with CDC guidelines.
- V. Qualifications and Requirements
- A. Specific Qualifications and Requirements
1. The Offeror must possess five (5) years of experience working with Native Hawaiian and other indigenous tree species.
 2. The Offeror must possess five (5) years of experience working with invasive species removal.

3. The Offeror shall ensure that all personnel meet the minimum qualifications, including licensing and experience requirement.
4. The Offeror must demonstrate experience working in or near Hawaiian cultural sites.
5. Offeror References

Each Offeror shall provide at least three (3) references, including the name, address, and telephone number of the company or agency, and a person to be the contact reference. The references must be within the preceding four (4) years and with similar deliverables as detailed in the Scope of Work.

B. Administrative Requirements

1. The Offeror shall 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 and/or problems within one (1) working day.
2. The OHA Contract Administrator may send a monitoring report to the Offeror's contact person. The monitoring report will document any discrepancies or contract violation(s) for correction within the designated time period provided.
3. The Offeror will ensure adequate and appropriate representation at regular meetings with the OHA and/or the OHA BOT. At this time, the OHA anticipates both in person and virtual meetings with the Offeror's contact person who will be responsible for oversight of contract performance. In person meetings will follow the CDC guidelines for maintaining safe distances and wearing a face covering. Additional virtual and/or in person meetings may be required by the OHA as necessary.

C. Personnel

1. All personnel will be considered employees or agents of the Offeror.
2. The 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 the following addresses:

<https://dhrd.hawaii.gov/state-employees/classification-and-compensation/>

3. All staff training such as training required to ensure that the minimum services are provided in compliance with State, Federal, and/or County laws, ordinances, rules, and regulations, and will be the responsibility of the Offeror.

4. The 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 Offeror.
5. The Offeror will ensure the confidentiality of all information, documents, or materials viewed or discussed. The 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. The Offeror's personnel shall complete and sign the OHA non-disclosure agreement prior to execution of the contract.
6. During the performance of this contract, the Offeror agrees not to discriminate against any employee or applicant for employment. The 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 Offeror will insert provisions similar to the foregoing in all subcontracts.
7. The Offeror agrees to remove any of its employees from services to the OHA upon written request by the OHA Contract Administrator. At the request of the OHA, the 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, is intoxicated, disorderly, abusive, or unable to demonstrate tact and diplomacy in dealing with the public.

A. Reporting Requirements

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

1. Unless otherwise instructed, the Offeror shall report the progress of the work giving the location and number of trees trimmed or pruned to the OHA Contract Administrator.
2. The Offeror shall furnish information on the location and the number of trees to be trimmed and pruned for that current day.
3. The Offeror shall report on any tree that is diseased, damaged, or in adverse condition to the OHA Contract Administrator.

B. Payment

1. The OHA will have thirty (30) calendar days after receipt of invoice and 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 OHA will reimburse the Offeror for all salaries, wages, related taxes, other related administrative expenses and reimbursable expenses as agreed to in the contract.
3. The Offeror will submit invoices for payment listing dates of services performed with an itemized breakdown of expenses and costs. Invoices for reimbursable expenses as agreed to and specified in the contract must include original invoice(s) for said expenses.
4. The Offeror will clearly indicate any adjustment made to the billing statement for work not performed.
5. The Contractor will submit original invoices:
 - a. By electronic mail to (a) invoices@oha.org and (b) to the email address of the Contract Administrator for this Contract or
 - b. By U.S. postal mail to:

Office of Hawaiian Affairs
Attn: Financial Services
560 North Nimitz Highway, Suite 200
Honolulu, Hawai'i 96817
6. The OHA is encouraging the Offeror to participate in Automated Clearing House (hereinafter "ACH") payment processing in order to expedite payments and to reduce the OHA's in-office staffing needs. If the Offeror is interested in ACH payment processing, please contact our Accounting Department through your designated OHA Contract Administrator.
7. All invoices shall reference the contract number and purchase order assigned to the contract. Payments will be processed upon confirmation by the OHA Contract Administrator that the Offeror has satisfactorily performed as specified in the contract.

(END OF SECTION)

Section 3 – Proposal Format and Instructions

I. General Instructions for Completing Forms

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

All Offerors shall submit their proposal via email to proposals@oha.org.

Before submitting a proposal, each Offeror must:

- A. Thoroughly examine the solicitation documents. Solicitation documents include this RFP, any attachments, plans referred to therein, and any other relevant documentation.
- B. 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.

Offerors may attach to their proposal supplemental literature, brochures or other information, which may demonstrate related experience in the proposal package.

II. Proposal Forms

- A. The proposal forms will be completed and submitted to the OHA by the required due date and time and in the form prescribed by the OHA.
- B. 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. Offerors' 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. The numerical outline for the application, the titles and/or subtitles, and the Offeror name and RFP identification information on the top right-hand corner of each page should be included.
- F. Consecutive page numbering of the proposal application should begin with page one (1) and end with the last numbered page of the complete proposal.
- G. 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 3 – Sample Cover Letter. The Cover Letter shall include the following requirements:

1. Be printed on official business letterhead;
2. Original signature by an authorized signatory;
3. The following statement:

“The undersigned has carefully read and understands the terms and conditions specified in the RFP LPM 2021-019, 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 their 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 price(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 e-mail address;
6. A statement indicating that the Offeror is a corporation or other legal entity and the taxpayer identification number of the legal entity; and

7. A statement that the 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. Offer Form OF-1 and OF-2

Pricing shall be submitted on Offer Form. See Attachment 6 – Offer Form OF-1 and OF-2. The price shall be the all-inclusive cost, including the general excise tax, to the OHA. No other costs shall be honored. Any unit price shall be inclusive.

C. Acknowledgement of Addendum

By completing the Acknowledgement of Addenda form, the Offeror will acknowledge and confirm that all addenda to this RFP issued by the OHA have been received by the Offeror. See Attachment 4 - Acknowledgement of Addenda. If no addendum has been received, the Offeror will check the appropriate box on the form.

D. Experience and Capability

The OHA is requiring that the Offeror have a minimum of ten (10) years of experience on projects of similar size and nature.

1. Necessary Skills and Experience

The Offeror will demonstrate that it has the necessary skills, abilities, knowledge, and experience relating to the delivery of the proposed services. The 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 ten (10) 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 list does not include at least five (5) entities, then provide the names of the entities for which similar services were provided. For each entity include:

- a. Term of your contract (beginning and ending dates);
- b. Brief description of the scope of work; and
- c. Name, address, and telephone number of the individual who administered your contract(s).

2. Professional References

The Offeror will provide a list of professional references for the last ten (10) years, including contact (e.g., e-mail, telephone contact, mailing address) information for similar type work, description of the engagement and major deliverables, role of the contractor and number of hours of engagement.

3. Quality Assurance, Evaluation and Resolution

The Offeror will describe its quality assurance and evaluation plans for the proposed services, including methodology. Evaluation plans must include client surveys as appropriate. The Offeror will also describe its issue escalation and resolution process as it relates to the scope of and completion of the scope of work and/or if there are disagreements between the OHA and the contractor.

4. Coordination of Services

The 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 RFP evaluation process. The OHA reserves the right to review and consider past performance the Offeror may have had with the OHA.

E. Personnel – Project Organization and Staffing

1. Proposed Staffing

This section will describe the staff necessary and the specific times 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 the Offeror's 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 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.

F. Service Delivery

This section will include a detailed discussion of the following:

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

G. Financial Capacity

This section will state the Offeror's status of current projects and the financial capacity. Given the state of the 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.

H. 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.

I. 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 Offeror for budgeted costs that are actually incurred in delivering the services specified in the Contract, up to a state maximum obligation. Cost reimbursement will include, without limitation, personnel salaries, wages, medical benefits, payroll taxes and other expenses such as liability insurance, airfare, lodging, and transportation. The Offeror will be required to submit invoices detailing the amount(s) to be reimbursed.

J. Commitment to Section 2 Requirement

This section shall describe the Offeror's approach to furthering the OHA's commitment to fulfill MBE/WBE on page 20, Section 2. Item II.A.10., Using Best Effort to Fulfill Minority/Women Business Participation.

(END OF SECTION)

Section 4 – Proposal Evaluation & Award

I. Proposal Evaluation

An RFP evaluation committee, approved by the OHA’s Chief Procurement Officer 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
1. Experience and Capability: Up to 15 points will be awarded based on the degree to which the Offeror's proposal clearly and concisely demonstrates their experience and ability to complete the project.	15 points
2. Experience and Capability: Up to 20 points will be awarded based on the degree to which the Offeror's proposal clearly and concisely demonstrates their experience and/or capabilities to work in culturally, archaeologically, and environmentally sensitive sites.	20 points
3. Experience and Capability: Up to 5 points will be awarded based on the degree to which the Offeror's proposal clearly and concisely demonstrates capability to work with community, Hawaiian groups, and individual members.	5 points
4. Personnel: Up to 10 points will be awarded based on the degree to which the Offeror clearly and concisely demonstrates that it has the qualified personnel, expertise, capacity and time to perform the requested services.	10 points
5. Service Delivery: Up to 5 points will be awarded based on the degree to which the Offeror’s proposal demonstrates a thorough understanding of the scope of work and provides all information requested.	5 points

Evaluation Categories	Possible Points
<p>6. Service Delivery: Up to 5 points will be awarded based on the degree to which the Offeror's proposal demonstrates a thorough understanding and capability to provide “Additional Services” as described in the scope of services.</p>	5 points
<p>7. Service Delivery: Up to 5 points will be awarded based on the degree to which the Offeror's proposal clearly and concisely provides a cost breakdown associated with the services provided.</p>	5 points
<p>8. Service Delivery: Up to 10 points will be awarded based on the degree to which the Offeror's proposal provides sound and comprehensive justifications for their recommendations regarding the methods of work to complete the scope of work.</p>	10 points
<p>9. Service Delivery: Up to 5 points will be awarded based on the degree to which the Offeror's proposal clearly and concisely adheres to the wages compatible with industry standard.</p>	5 points
<p>10. Financial Capacity: Up to 5 points will be awarded based on the degree to which the Offeror clearly and concisely demonstrates that it has the financial capacity to complete the project in a timely and orderly manner.</p>	5 points
<p>11. Price Proposal: The Offeror proposing the lowest price will be assigned the maximum 10 points. Each proposal that has a higher cost factor than the lowest will be assigned a lower rating.</p>	10 points
<p>12. Commitment to Section 2: Up to 5 points will be awarded based on the degree to which the 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.</p>	5 points
TOTAL POSSIBLE POINTS	100 Points

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 requirements. 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 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 supporting documentation against realistic operational expenses.

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

IV. Technical Review

The 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 Offeror possesses the capability to successfully perform the requirements of the solicitation. The proposal criteria are:

1. Experience and Capability;

2. Personnel and Staffing;
 3. Service Delivery;
 4. Financial Capacity;
 5. Pricing; and
 6. 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 Offerors whose offer are not within the competitive range will be notified that their proposals are unacceptable, negotiations and/or discussions with them are not contemplated, and any revisions to their proposals will not be considered.
- D. Award will be made to the responsible Offeror whose proposal conforms to the solicitation and 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 proposal 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. Proposals should be submitted initially on the most favorable terms from a price and technical standpoint, which the Offeror can submit to the OHA.

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 RFP. 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 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 clients and their employees; other government agencies, including state and local agencies, consumer protection organizations and better business bureaus; former subcontractors; and others. Evaluation of past performance is a subjective assessment based on a consideration of all relevant facts and circumstances. The OHA may seek to determine whether the Offeror has consistently demonstrated a commitment to client satisfaction and timely delivery of quality goods and services at fair and reasonable prices.

The OHA's conclusions about the overall quality of the Offeror's past performance may be influential in determining the relative merits of the Offeror's proposal and in selecting the 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 clients 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 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 – RFP Registration Form

Attachment 3 – Sample Cover Letter

Attachment 4 - Acknowledgement of Addenda

Attachment 5 – Wage Certificate

Attachment 6 – Offer Form OF-1 and OF-2

Attachment 7 – General Terms and Conditions

Attachment 8 - 2021-2022 Hawaii State Government Observed Holidays