



State of Hawai‘i

**REQUEST FOR PROPOSALS**  
**RFP NO. LLP 2021-32**

FOR

PAHUA HEIAU PUBLIC VIEWING

PHASE 1: FENCING

PHASE 2: LANDSCAPE IMPROVEMENTS

PHASE 3: PRINTING & INSTALLATION OF INTERPRETIVE SIGN

ISSUED DATE: OCTOBER 8, 2021

DUE DATE: FRIDAY, NOVEMBER 12, 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 RFP Coordinator via email at [proposals@oha.org](mailto:proposals@oha.org). See Attachment 2 – RFP Registration Form.

# Notice to Offerors

(Chapter 103D, Hawai‘i Revised Statutes)

## REQUEST FOR PROPOSAL (“hereinafter “RFP”) No. LLP 2021-32

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 services for all phases for the installation of fencing (Phase 1), landscape improvements (Phase 2) and printing and installation of interpretive signs for Pahua Heiau (Phase 3).

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](http://www.oha.org/solicitations) beginning Friday, October 8, 2021. Offerors must have experience with all of the services for the installation of fencing, landscape improvements and printing and installation of interpretive signs or provide subcontractors to fulfill the services required.

Proposals shall be submitted via email to [proposals@oha.org](mailto:proposals@oha.org) by 2:00 p.m. Hawaii Standard Time (hereinafter “HST”), Friday, November 12, 2021. The official time will be that which the email is received by 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 shall be submitted via email to [proposals@oha.org](mailto:proposals@oha.org).

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

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## Section 1 – Administrative Overview

### I. Authority

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

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

The OHA seeks to competitively procure and engage a qualified firm(s) to provide services for installing fencing, landscape improvements and printing and installation of interpretive signs for Pahua Heiau.

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 and Exhibits

### 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:

Charmaine Matsuura  
Office of Hawaiian Affairs  
Procurement Services Program  
560 North Nimitz Highway, Suite 200  
Honolulu, Hawai‘i 96817  
Email: [proposals@oha.org](mailto:proposals@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:

Taylor Asao  
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, October 8, 2021
Due Date to Submit Questions	Friday, October 22, 2021, 2:00 p.m. HST
OHA's Response to Questions	Tuesday, October 26, 2021
Proposals Due Date/Time	Friday, November 12, 2021, 2:00 p.m. HST
Proposal Evaluations	November 12, 2021 – November 26, 2021
Offerors' Presentation/Discussion (if necessary)	TBD
Best and Final Offer (if necessary)	TBD
Notice of Award	November 2021
Contract Start Date	December 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. Submission of Questions

Offerors are encouraged to submit questions pertaining to this RFP. Questions must be submitted to the RFP Coordinator at [proposals@oha.org](mailto:proposals@oha.org) no later than the “Due Date to Submit Questions” date, identified in Section 1, Item V. Procurement Timetable. All 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” are due as identified in Section 1, Item V. Procurement Timetable.

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.

#### VII. Submission of Sealed Proposal

- A. Form/Formats. Proposal forms and formats such as for the price proposal are included in Section 5 - Attachments and Exhibits.
- B. Proposal Submittal. Proposals must be submitted via email to [proposals@oha.org](mailto: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](mailto:proposals@oha.org). Modifications and/or withdrawals will be clearly marked as such and must be received by the OHA no later than 2:00 p.m. HST, Wednesday, November 3, 2021.

- 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.

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

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

#### IX. 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.

X. 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.

XI. 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](http://www.oha.org/solicitations).

XII. 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.

XIII. 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.

XIV. 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, and that any information and all materials used to complete the project will be returned to the OHA.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. 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)).

XIX. 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 Corporate 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.

XX. 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](mailto: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](http://www.oha.org/solicitations).

Head of 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

XXI. 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.

XXII. 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.

XXIII. 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.

XXIV. 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.

XXV. Campaign Contributions by State and County Contractor Prohibited

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

Pahua Heiau is located at 7142 Makahu'ena Place, Honolulu, Hawai'i 96825, Kamilo'iki, Maunaloa, O'ahu, TMK No: 3-9-56: 038. The 1.15-acre parcel is not currently in use and 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 Kamilo'iki Ridge, and Makahu'ena Place. The OHA is currently working with Digital Moku to steward Pahua Heiau for Hawaiian cultural and educational purposes

The OHA's Legacy Lands Program (hereinafter "LLP") has been working with Landscape Architects, PBR Hawaii & Associates, Inc. (hereinafter "PBR"), to design the public viewing area for Pahua Heiau. PBR has provided construction documents that include fencing, landscape improvements (irrigation and planting plans) and signage specifications. However, due to limited funding, only Phase 1 (fencing), will be executed at this time. As funds become available all other phases of the project can be implemented. The scope of work for Phase 1 can be negotiated to include other aspects of the full scope of the project (such as signage) if funds are available.

PBR will work with the Offeror to review and coordinate/adjust the placement of materials and to monitor the progress and quality of the landscape work.

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

Funds are subject to the biennial budget as approved by the OHA Board of Trustees 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 implementation of certain phase(s) of the project during 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. Prior to the Contract start date, the Offeror shall 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 Offeror 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 Offeror 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. 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

The Offeror shall provide a list of subcontractors. 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. Surety and Performance Bonds

### a. Surety Bond

A 5% Surety Bid Bond is required at the time of proposal submission. Bid Security shall be in an amount equal to at least five per cent (5%) of the amount of the bid. Bid security shall be in the form of a surety bond, certified check or bank draft. Failure to submit the bid security shall result in the rejection of the quote.

The certified check or bank draft shall be made payable to the order of the Office Hawaiian Affairs or the OHA. The bid security shall insure the execution of the Contract and the furnishing of performance and payment bond by the successful Offeror as specified in the Contract Documents. The bid security shall conform to section 3-122-222 HAR, and any applicable law. Certified or cashier's checks submitted as bid security will be held un-cashed and uncollected. Certified or cashier's checks of unsuccessful Offerors will

be returned once the Contract has been entered into with the successful Offeror.

b. Performance Bond

A 25% performance and payment bond shall be delivered by the Offeror to the OHA at the same time the contract is executed. If the Offeror fails to deliver the required performance and payment bonds, the Offeror's contract may be cancelled, the Offeror shall be subject to a claim by the OHA for all resulting damages, its bid security shall be enforced, and award of the contract may be made to the next lowest Offeror.

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:      Six (6) 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:      Not to exceed One hundred twenty (120) 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 twenty-four (24) 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 reprocurement 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 [number of months spelled out] (#) 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 perform all work as described in this scope to provide all services required to construct, install, and deliver a complete project, as determined by the OHA and in accordance with the term and conditions of this contract.
- B. The Offeror shall provide all adequate and competent project management, personnel, supervision, staff, labor, documentation, and quality to complete the work.
- C. The Offeror shall be responsible for providing all licenses, approvals, permits, registrations, and memberships necessary for the Offeror, as a corporate entity and with personnel who may be governed by professional bodies and regulations, to perform the work.



#### D. Archaeological Monitoring

The Offeror shall be responsible for providing for all phases of this project an archeological monitor when ground disturbance will occur (i.e. digging, pouring footings, etc.). See Exhibit A – Phase 1 Fencing CDs and Specifications Sheet L002 for details on Archeological Monitoring requirements and specifications.

#### E. Examination and Installation

1. The Offeror shall not install elements until the substrates are properly prepared.
  2. During Phase 2, plant demolition and grubbing may be required. (Requirements to be determined in consultation with PBR and the OHA Contractor Administrator).
  3. The Offeror shall verify that the project area’s substrate is stable and capable of supporting the weight of the product.
  4. All materials to be used in this project shall be recommended by or in consultation with PBR.
- F. The Offeror shall provide the following services that shall include, but may not be limited to, the following:

##### 1. PHASE 1 – Installation of Fencing

Due to limited funding, only Phase 1 of this project will be immediately implemented upon execution of this contract. Preference will be given to the Offeror who can commit to completing Phase 1 of this project by the end of March 2022 (final timeline is negotiable).

- a. Review and analyze Fencing Construction Drawings for specifications. See Exhibit A - Phase 1 Fencing CDs and Specifications.
- b. Participate in a project kick-off virtual meeting to confirm tasks, timeline, and communication protocols.
- c. Participate in an initial site visit to:
  - 1) Photograph the existing physical and environmental conditions of the project site and its surroundings; and
  - 2) Evaluate and confirm design plan with existing site conditions.
- d. Purchase, deliver, and install all fencing elements pursuant to PBR’s design and instructions. See Exhibit A - Phase 1 Fencing CDs and Specifications.

NOTE: Topographic surveys and geotechnical reports are not included.

## 2. PHASE 2 – Landscape Improvements

- a. Review and analyze Landscape Improvements Construction Drawings for specifications. See Exhibit B - Phase 2 Landscape Improvements CDs and Specifications.
- b. Purchase, deliver, and install all hardscape and landscaping elements pursuant to PBR’s design and instructions.
- c. Two (2) Site Inspections
  - 1) Pre-Maintenance Inspection – After the substantial implementation of the landscape work; and
  - 2) Final Inspection – After completion of the specified formal landscape maintenance period.

## 3. PHASE 3 – Interpretive Sign Printing and Installation

The Offeror shall print and install two (2) signs that shall include, but may not be limited to, the following:

- a. Post-mounted custom high-pressure laminate sign shall measure 36” L x 48” W. See Exhibit C – Phase 3 Interpretive Sign and Exhibit D – Pahua Heiau Final Concept for installation location in red.
- b. Wall-mounted custom high-pressure laminate sign shall be the same design scaled down 50%, measuring 18” L x 24” W. See Exhibit C - Phase 3 Interpretive Sign and Exhibit D – Pahua Heiau Final Concept for installation location in red.
- c. OHA will provide the final sign design to the Offeror upon the start of Phase 3 of this project. See Exhibit C - Phase 3 Interpretive Sign for draft design.
- d. Submit shop drawings (including footing, mounting details) for landscape architect, PBR, to review prior to fabrication.
- e. Provide archeological monitoring during footing excavation.

NOTE: Phases 2 – 3 will be implemented as funding become available. Portions of phase 2 and 3 can be negotiated into phase 1 if there is extra funding.

G. 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.

H. 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 OHA, performing services on OHA work sites, and/or visiting

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.

- I. The OHA Contract Administrator shall act as the contract monitor and principal liaison between the Offeror and the OHA. The OHA Contract Administrator shall assist in resolving policy questions expediting decisions and the review of the work performed.
- J. The Offeror 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 Hawaii Department of Health (DOH) or required by State and county emergency orders, rules, or proclamations related to COVID-19 (novel coronavirus).
- K. 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).

## V. Qualifications and Requirements

### A. Specific Qualifications and Requirements

- 1. The Offeror shall abide by specifications set forth in Exhibits A and B.
- 2. The Offeror shall be licensed by the State of Hawaii and a member in good standing of the Landscape Industry Council of Hawaii (hereinafter "LICH").
- 3. The Offeror shall have a minimum five (5) years of documented experience with successful landscape installations similar to the size and scope of work for this project (approximately 21,000 square feet). The Offeror shall provide an exhibit with photo documentation of no less than four (4) completed landscape improvement projects which includes information on location, client, approximate physical area (square footage or acres), budget, project duration, any sub-contractors, and any project designers.
- 4. The Offeror shall have no less than five (5) years of experience installing irrigation systems, similar to the scope and complexity of this project, with documented completion of at least (5) successful installations of commercial, computer-controlled irrigation systems.

5. The Offeror shall maintain a competent supervisor, superintendent, or foreman on site who is fluent in English. Supervisor, superintendent or foreman shall not be changed, except with the prior consent of the OHA Contract Administrator. Supervisor or superintendent or foreman shall be present on-site during all operations and specified work in progress.
6. The on-site field supervisor, superintendent or foreman shall have no less than 5 years of continuous experience in the installation of commercial computer-controlled irrigation systems. The supervisor, superintendent or foreman shall remain on site during all specified work in progress.
7. The Offeror shall have had at least three (3) years of documented experience in working with sub-contractors, including coordination and supervision of installation.
8. The Offeror shall provide at least one (1) person who is a Certified Arborist, to direct and be present during all tree pruning operations (as necessary).
9. The Offeror shall have at least five (5) years' experience in working with indigenous entities or organizations or entities that serve indigenous people; preferably experience in working with Native Hawaiian organizations/entities or organizations/entities that serve Native Hawaiians.

#### 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 Board of Trustees. 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 mitigating safe distances and wearing a face covering. Additional meetings may be required by the OHA.

#### 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 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.

#### D. 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 Offeror shall submit original invoices:
  - a. By electronic mail to (a) [invoices@oha.org](mailto: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 the OHA Contract Administrator.
7. All invoices shall reference the Contract number and Purchase Order number 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](mailto:proposals@oha.org).

Before submitting a proposal, each Offeror must:

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

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

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 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 LLP 2021-32 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
<p><b>1. Experience and Capability:</b> Up to 20 points will be awarded based on the degree to which the Offeror clearly and concisely demonstrates that it has the experience, expertise, capacity, qualified personnel, and time in developing or designing the method, process and evaluation instrument, including customization to suit the needs of the client.</p>	20 points
<p><b>2. Experience and Capability:</b> Up to 10 points will be awarded based on the degree to which the Offeror clearly and concisely demonstrates that it has the experience with working on projects with historical sites.</p>	10 points
<p><b>3. Experience and Capability:</b> Up to 20 points will be awarded based on the degree to which the Offeror clearly and concisely demonstrates that it has the experience in working with indigenous entities or organizations or entities that serve indigenous people; preferably experience in working with Native Hawaiian organizations/entities or organizations/entities that serve Native Hawaiians.</p>	20 points
<p><b>4. Experience and Capability:</b> Up to 10 points will be awarded based on the degree to which the Offeror clearly and concisely provided professional references of similar types of work that reflects their strength, alignment, customer/client satisfaction and similarity to the scope of work in this RFP.</p>	10 points

<b>Evaluation Categories</b>	<b>Possible Points</b>
<p><b>5. Service Delivery:</b> Up to 15 points will be awarded based on the Offeror's proposal which clearly and concisely demonstrated how it will meet the goals and objectives related to the scope of work, and how the proposed service is designed to meet the problem/need identified in the service specifications.</p>	15 points
<p><b>6. Price:</b> The Offeror proposing the lowest price will be assigned the maximum of 10 points. Each proposal that has a higher cost factor than the lowest will be assigned a lower rating.</p>	10 points
<p><b>7. Financial Capability:</b> Up to 10 points will be awarded based on the Offeror's proposal which clearly and concisely demonstrates that it has the financial capacity to complete the scope of work in this RFP in a timely and orderly manner.</p>	10 points
<p><b>8. Commitment to Section 2:</b> 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
<b>TOTAL POSSIBLE POINTS</b>	<b>100 Points</b>

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

## II. Mandatory Requirements

The OHA will conduct an initial review to ensure that all proposals meet the minimum threshold 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 and Pricing; and
5. Commitment to Section 2/Other Requirements.

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

C. All proposals will be reviewed for reasonableness. All 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 and Exhibits**

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

Exhibit A - Phase 1 Fencing CDs and Specifications

Exhibit B - Phase 2 Landscape Improvements CDs and Specifications

Exhibit C - Phase 3 Interpretive Sign

Exhibit D – Pahua Heiau Final Concept