



**State of Hawai'i**

**REQUEST FOR PROPOSALS**

**OHA RFP NO. WKOP 2018-03**

**FOR**

**ROAD CLEARING AND MAINTENANCE FOR  
WAO KELE O PUNA**

**ISSUED DATE: November 13, 2017**

**DUE DATE: December 21, 2017 2:00 pm HST**

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

***Notice to Interested Parties:*** Offerors interested in submitting a proposal are encouraged to register your company by completing the Interest Form and submitting it to the OHA's Issuing Officer via email, mail and/or hand delivery. If you do not register your company, you will not receive an addendum, if any, and your offer may be rejected and not considered for award.

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

REQUEST FOR PROPOSALS RFP NO. WKOP 2018-03  
FOR  
**ROAD CLEARING AND MAINTENANCE FOR WAO KELE O PUNA**

Notice is hereby given that pursuant to Chapter 103D, Hawai'i Revised Statutes (hereinafter "HRS"), as amended, the Office of Hawaiian Affairs (hereinafter "OHA"), will be accepting sealed proposals for road clearing and maintenance for Wao Kele O Puna (hereinafter "WKOP").

This Request for Proposal (hereinafter "RFP") is provided to you for informational purposes. If you are interested in responding to this solicitation, you may download the RFP from the OHA website at [www.oha.org/solicitation](http://www.oha.org/solicitation), or the SPO website <http://spo3.hawaii.gov/notices/notices> and/or pick up a copy at the OHA's Procurement Unit on Oahu, located at 560 North Nimitz Highway, Suite 200, Honolulu, Hawai'i 96817, between the hours of 7:45 a.m. to 4:30 p.m. beginning **Monday, November 13, 2017**.

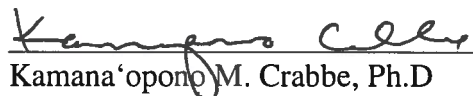
The OHA's Procurement Unit will conduct a Pre-Proposal Conference from 9:30 a.m. to noon. Hawai'i Standard Time (hereinafter "HST") with a site visit to follow on **Monday, November 20, 2017**. The OHA strongly recommends that all interested Offerors attend. For those interested in attending, please email the completed Interest Form found on the following page to the RFP Coordinator Charmaine Matsuura, at [charmainem@oha.org](mailto:charmainem@oha.org) no later than **noon HST, Friday, November 17, 2017**.

Sealed proposals will be accepted at the OHA's Reception Desk located at 560 North Nimitz Highway, Suite 200, Honolulu, Hawai'i, 96817, until **2:00 p.m. HST, Thursday, December 21, 2017**.

**Any unsealed, electronic mail, and facsimile transmitted proposals shall not be accepted.** The official time for hand-delivered proposals shall be that which is recorded on the time stamp clock of the OHA. Deliveries by private mail services, such as Federal Express, shall be considered hand deliveries. All mail-in proposals delivered/postmarked by the United States Postal Service must be received by the OHA Reception Desk on or before noon HST the day of the deadline.

The OHA reserves the right to reject any and all proposals and accept the proposals, in whole or part, without liability to the OHA, when it is determined to be in the best interest of the OHA. Questions relating to this solicitation shall be directed to the RFP Coordinator, Charmaine Matsuura, at (808) 594-0273.

OFFICE OF HAWAIIAN AFFAIRS

  
Kamana'opono M. Crabbe, Ph.D

Its Ka Pouhana, Chief Executive Officer, Head of Purchasing Agency

# INTEREST FORM

For

## REQUEST FOR PROPOSAL (hereinafter "RFP") WKOP 2018-03 ROAD CLEARING AND MAINTENANCE FOR WAO KELE O PUNA

**INSTRUCTIONS:** Please complete this form and email it to the RFP Coordinator Charmaine Matsuura at [charmainem@oha.org](mailto:charmainem@oha.org) no later than noon HST, Friday, November 10, 2017.

Read this packet carefully. If you have any questions, please call Charmaine Matsuura at (808) 594-0273.

Interest Form	<b>Due by noon HST on Friday, November 17, 2017.</b>
RSVP for Pre-Proposal Web Conference	<b>Friday, November 17, 2017 by noon, HST</b> RFP Coordinator: Charmaine Matsuura at (808) 594-0273, email: <a href="mailto:charmainem@oha.org">charmainem@oha.org</a>
Pre-Proposal Conference and Site Visit	<b>Monday, November 20, 2017, from 9:30 a.m. to noon HST.</b> Location: Office of Hawaiian Affairs Wailoa Plaza, Suite 20-CDE 399 Hualani St Hilo, HI 96720
Sealed Proposal Deadline	<b>Thursday, December 21, 2017, by 2 p.m. HST</b> Submit at: Office of Hawaiian Affairs 560 North Nimitz Highway, Suite 200 Honolulu, Hawai'i 96817

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

### *Contact Information*

Business: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Print: \_\_\_\_\_

Signature: \_\_\_\_\_

# TABLE OF CONTENTS

<b>Section 1 – Introduction, Terms, Acronyms and Key Dates .....</b>	<b>Page 1</b>
<b>Section 2 - General Requirements .....</b>	<b>Page 9</b>
<b>Section 3 – Scope of Work and Specifications .....</b>	<b>Page 17</b>
<b>Section 4 - Proposal Format .....</b>	<b>Page 22</b>
<b>Section 5 - Evaluation Criteria.....</b>	<b>Page 28</b>
<b>Section 6 - Contractor Selection and Contract Award.....</b>	<b>Page 35</b>
<b>Section 7 - Attachments and Exhibits.....</b>	<b>Page 38</b>
• Attachment 1: OFFER FORM, OF-1	
• Attachment 2: OFFER FORM, OF-2	
• Attachment 3: WAGE CERTIFICATE	
• Attachment 4: REQUIREMENTS OF CHAPTER 104, HRS	
• Attachment 5: JOB TITLES AND WAGES	
• Attachment 6: MAP OF WAO KELE O PUNA	
• Attachment 7: HOLIDAY SCHEDULE	
• Exhibit A: SAMPLE CONTRACT	
• Exhibit B: GENERAL CONDITIONS	
• Exhibit C : RIGHT OF ENTRY	

# SECTION 1

## Introduction, Terms, Acronyms and Key Dates

### 1.1 Introduction

In 1978, a State of Hawai‘i Constitutional Convention created the OHA to address historical injustices and challenges arising out of those circumstances. The convention delegates envisioned an agency that provides a form of self-determination for Native Hawaiians and advocate for their overall well-being.

The OHA was established through Article XII of the State Constitution. Chapter 10 of the Hawai‘i Revised Statutes outlines the OHA’s duties and purposes, including promoting and protecting the rights of Native Hawaiians.

### 1.2 Authority

This RFP is issued under the provisions of §103D, HRS, as amended, and its companion Chapter 3-122, Hawai‘i Administrative Rules (hereinafter “HAR”). All Offerors are charged with presumptive knowledge of all requirements of these cited authorities. Submission of a proposal shall constitute affirmation of such knowledge on the part of the Offeror.

### 1.3 RFP Organization

This RFP is organized into seven (7) sections:

- Section 1: Introduction, Terms, Acronyms and Key Dates – Provides Offerors with an overview of the procurement and contracting process.
- Section 2: General Requirements – Provides the Offerors responsibilities as applicable.
- Section 3: Scope of Work and Specifications – Provides Offerors with a general description of the tasks to be performed and defines the deliverables (as applicable).
- Section 4: Proposal Format – Describes the required format and content for the proposal application.
- Section 5: Evaluation Criteria – Describes how proposals will be evaluated.
- Section 6: Contractor Selection and Contract Award – Describes how Contract will be awarded.
- Section 7: Attachments and Exhibits – Provides the information and forms necessary to complete the application.

### 1.4 Terms and Acronyms

BAFO	Best and Final Offer
CEO	Chief Executive Officer



Jonathan Ching  
Land & Property Manager  
Office of Hawaiian Affairs

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

## 1.6 Website References

The State Procurement Office (hereinafter “SPO”) website is [www.spo.hawaii.gov](http://www.spo.hawaii.gov). (Note: Website addresses may change from time to time. If a link is not active, try the State of Hawai‘i website at [www.hawaii.gov](http://www.hawaii.gov)).

For	Go to
1 Tax Clearance Forms (Department of Taxation Website)	<a href="http://www.hawaii.gov/tax/">http://www.hawaii.gov/tax/</a> click “Forms”
2 Wages and Labor Law Compliance, Section 103-055, HRS (Hawai‘i State Legislature website)	<a href="http://www.capitol.hawaii.gov/">http://www.capitol.hawaii.gov/</a> click “Bill Status and Documents” and “Browse the HRS Sections”
3 Department of Commerce and Consumer Affairs, Business Registration	<a href="http://www.hawaii.gov/dcca">http://www.hawaii.gov/dcca</a> click “Business Registration”
4 Campaign Spending Commission	<a href="http://www.hawaii.gov/campaign">www.hawaii.gov/campaign</a>
5 Hawai‘i Compliance Express	<a href="http://vendors.ehawaii.gov/hce/splash/welcom.html">http://vendors.ehawaii.gov/hce/splash/welcom.html</a>
6 SPO Forms	<a href="http://spo.hawaii.gov">http://spo.hawaii.gov</a>

## 1.7 RFP Schedule and Significant Dates

The schedule below represents the OHA’s best estimate of the schedule that will be followed. All times indicated is HST. If a component of this schedule, such as “Proposal Due Date/Time” is delayed, the rest of the schedule will likely be shifted by the same number of days. Any change to the RFP schedule and significant dates shall be reflected and issued in an addendum to the RFP. The OHA reserves the right to cancel any activity or modify the timetable at any time. The approximate schedule is as follows:

Release of Request for Proposals	Monday, November 13, 2017
Pre-Proposal Conference & Site Visit	Monday, November 20, 2017, 9:30 a.m. – noon HST
Due Date to Submit Questions	Monday, November 27, 2017, noon HST
OHA’s Response to Questions	Friday, December 1, 2017
Proposals Due Date/Time	Monday, December 21, 2017, 2 pm HST
Proposal Evaluations	December 22, 2017 – January 4, 2018
Offerors’ Presentation/Discussion (if necessary)	TBD
Best and Final Offer (if necessary)	TBD
Notice of Award	January 2018
Contract Start Date	<b>April 2018</b>

## **1.8 Pre-Proposal Conference**

The purpose of the Pre-Proposal Conference is to provide interested Offerors an opportunity to be briefed on this procurement and to ask any questions about this procurement. Attendance at the Pre-Proposal Conference is not mandatory; however, the Offerors are strongly encouraged to attend to gain a better understanding of the requirements of this RFP.

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

The Pre-Proposal Conference and site visit to follow will be held on:

Date: Monday, November 20, 2017  
Time: 9:30 a.m. – noon HST  
Location: Office of Hawaiian Affairs  
Wailoa Plaza, Suite 20-CDE  
399 Hualani St  
Hilo, HI 96720

To attend the web teleconference, please contact the RFP Coordinator or his/her designee by Friday, November 17, 2017 by noon, HST.

## **1.9 Submission of Questions**

Interested Offerors are encouraged to submit written questions pertaining to this RFP. Questions must be submitted in writing to the RFP Coordinator no later than the “Due Date to Submit Questions” date, identified in paragraph 1.7 on page 3, in order to generate an official answer.

All written questions will be responded to in an addendum to this RFP no later than the “OHA’s Response to Questions” date identified in Section 1.7 RFP Schedule and Significant Dates. The only official position of the OHA is that which is stated in writing and issued in this RFP as addenda thereto. The OHA reserves the right to reject or deny any request(s), in whole or in part, made by any Offeror. No other means of communication, whether oral or written, shall be construed as a formal or official response/statement and may not be relied upon as such.

## **1.10 RFP Amendments**

The OHA reserves the right to amend this RFP at any time prior to the proposal submission deadline. Interested Offerors will be notified of the availability of amendments through verbal or written communications. All amendments to this RFP will be posted to the OHA website [www.oha.org/solicitations](http://www.oha.org/solicitations) and SPO website <http://spo3.hawaii.gov/notices/notices>.



### **1.11 Cancellation of RFP**

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.

### **1.12 Submission of Sealed Proposals**

Sealed proposals must be received via hand delivery or the United States Postal Service (hereinafter “USPS”) by the date and time designated in the procurement timeline. See Section 1.7 RFP Schedule and Significant Dates. Any procurement packet received after the designated date and time shall be rejected. All proposals must be in the OHA’s possession by the submittal time deadline to be considered responsive. **Electronic mail and facsimile transmissions of the proposal shall not be accepted.**

The proposal packet must be submitted in a sealed envelope and properly identified as a sealed proposal in response to this RFP. Any RFP proposal packet **not properly sealed shall be automatically rejected**. Each qualified Offeror may submit only one (1) sealed proposal in response to this solicitation. More than one (1) sealed proposal will not be accepted from any Offeror. There shall be no exceptions to these requirements.

### **1.13 Rejection of Proposals**

The OHA reserves the right to consider as acceptable and responsive only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the challenges 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 solicitation (HAR §3-122-95, HAR §3-122-96);
- 2) Rejection of an offer (HAR §3-122-97);
- 3) Reporting of anti-competitive practices (HAR §3-122-191, HAR §3-122-193, HAR §3-122-194, HAR §3-122-195);
- 4) Rejection for inadequate accounting system (HRS §103D-314(2));
- 5) Late proposals (HAR §3-122-16.08);
- 6) Inadequate response to request for proposals (HAR §3-122-95, HAR §3-122-96
- 7) Proposal not responsive (HAR §3-122-97(1) and HAR §3-122-97(2)); and
- 8) Offer not responsible (HAR §3-122-97(2)).

### **1.14 Notice of Award**

The award of a Contract and allowed renewal(s) or extension(s) thereof, is subject to the approval by the OHA’s Ka Pouhana (hereinafter “KP”), Chief Executive Officer

(hereinafter “CEO”), Head of Purchasing Agency (hereinafter “HOPA”), and subject to the availability of funding.

### **1.15 Debriefing**

Pursuant to HAR §3-122-60, a non-selected Offeror may request a debriefing to understand the basis for award.

A written request for debriefing shall be made within three (3) working days after the posting of the award of the Contract. The Procurement Officer or designee shall hold the debriefing within seven (7) working days to the extent practicable from the receipt date of written request.

### **1.16 Protest Procedures**

Pursuant to HRS §103D-701 and HAR §3-126-4, an actual or prospective Offeror who is aggrieved in connection with the solicitation or award of a Contract may submit a protest. Any protest shall be submitted in writing to the Procurement Officer at:

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

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award or if requested, within five (5) working days after the Procurement Officer’s debriefing was completed.

### **1.17 Trade Secrets/Confidential Information**

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

### **1.18 Intellectual Property Rights**

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

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

### **1.19 Offeror's Optional Services**

The Offeror's optional services are defined as services and/or goods proposed by Offeror(s) that are not included in the "Scope of Work" of the RFP and would be considered enhancements thereof. Costs for the Offeror optional services selected by the OHA will be added to the total amount of Contract or be included in the Contract as an optional services item to be exercised by the OHA if and when elected.

### **1.20 Property of OHA**

All proposals become the property of the OHA.

### **1.21 Proposal Objectives**

One of the objectives of this RFP is to make proposal preparation easy and efficient while giving the Offerors ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective.

Proposals shall be prepared in a straightforward and concise manner and in a format that is reasonably consistent and appropriate for the purpose. Emphasis will be on completeness, clarity and content.

When an Offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Offeror has identified as necessary to successfully complete the obligations outlined in this RFP.

The proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this RFP as stated in Section 3, Scope of Work and Specifications.

The Offeror shall submit a proposal that includes an overall strategy, timeline, and plan for the work proposed as well as expected results and possible shortfalls.

The notice of award, if any, resulting from this solicitation shall be posted on the OHA website: [www.oha.org/solicitations](http://www.oha.org/solicitations) and the SPO website <http://spo3.hawaii.gov/notices/notices>.

**END OF SECTION**

## SECTION 2

### General Requirements

#### 2.1 General Requirements

##### A. Furnishing Proof of Compliance

The Offeror(s) are advised that if awarded a Contract under this solicitation, the Offeror will be required to be in compliance with all laws and governing entities doing business in the State including HRS §103D-310(c) and the following additional HRS Chapters:

- 1) Chapter 237, General Excise Tax Law;
- 2) Chapter 383, Hawai‘i Employment Security Law
- 3) Chapter 386, Workers’ Compensation Law;
- 4) Chapter 392, Temporary Disability Insurance;
- 5) Chapter 393, Prepaid Health Care Act; and
- 6) §103D-310(c), Certificate of Good Standing (hereinafter “COGS”) for entities doing business in the State.

##### B. Hawai‘i Business or Compliant Non-Hawai‘i Business

All Offeror(s) shall be one (1) of the following:

1. Be registered and incorporated or organized under the laws of the State of Hawai‘i (hereinafter “Hawai‘i business”).

Hawai‘i business: A business entity referred to as a “Hawai‘i business” is registered and incorporated or organized under the laws of the State of Hawai‘i. As evidence of compliance the Offeror shall submit a CERTIFICATE OF GOOD STANDING issued by the Department of Commerce and Consumer Affairs Business Registration Division (hereinafter “DCCA”). A Hawai‘i business doing business as a sole proprietorship is not required to register with the DCCA, and therefore not required to submit the certificate. A successful Offeror’s status as sole proprietor or other business entity and its business street address will be used to confirm that the successful Offeror is a Hawai‘i business.

2. 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 shall submit a CERTIFICATE OF GOOD STANDING.

C. Certificate of Vendor Compliance

All Offeror(s) shall demonstrate compliance with the following:

- 1) Tax Clearance, Form A-6
- 2) Department of Labor and Industrial Relations, Application for Certificate of Compliance, Form LIR#27; and
- 3) Certificate of Good Standing issued by the DCCA.

All Offeror(s) may demonstrate compliance of the above by using the Hawai'i Compliance Express (hereinafter "HCE"). The HCE services allow businesses to register online through a simple wizard interface at:

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

The HCE provides all Offeror(s) with a "Certificate of Vendor Compliance" with current compliance status as of the issuance date, accepted for both contracting purposes and final payment. Businesses that elect to use the HCE services shall be required to pay an annual fee of \$12.00 to the Hawai'i Information Consortium, LLC (hereinafter "HIC").

**Timely Registration on HCE.** Vendors/contractors/service providers are advised to register on HCE as soon as possible. If a vendor/contractor/service provider is not compliant on HCE at the time of award, an Offeror will not receive the award.

D. Funding Sources and Period of Availability

The sources of funding for the OHA's Trust Funds, as stipulated in the OHA's Annual Budget for Fiscal Year (hereinafter "FY") 2018, is from July 1, 2017 to June 30, 2018. The award of this Contract is subject to the availability of these funds. Any and all supplemental agreement(s) for additional funds shall be subject to the availability of funds.

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

☐ Allowed ☒ Not allowed

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

☒ Single ☐ Multiple ☐ Single & Multiple

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

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

#### H. Contract Terms

Initial term of Contract:	Twenty-four (24) months
Length of each extension	Up to twelve (12) months, may be less than twelve (12) months when it is in the best interest of the OHA
Maximum length of Contract:	Not to exceed sixty (60) months

#### I. Conditions for Contract Extensions

The Contract for the proposed services may be extended without the necessity of re-procuring, subject to appropriation and availability of the OHA funds, continued need for the services, and the OHA's determination of satisfactory performance of the contracted organization, unless the Contract was terminated.

The option to extend the service will be offered in writing by the OHA prior to the expiration of the Contract. No supplementary agreement shall be binding upon the OHA until the supplemental agreement has been fully and properly executed by all parties thereto prior to the start date of the supplemental agreement. The contracted organization shall not provide any services until the supplemental agreement is fully and properly executed.

The Contract resulting from this RFP is intended to commence in April 2018 and expire twenty-four (24) months later, subject to the availability of funds. Unless terminated, the Contract may be extended by a written amendment signed by both parties for up to twelve (12) months each time when in the best interest of the OHA, not to exceed a maximum period of sixty (60) months. The amount of money to be contracted under this Contract may be adjusted at the beginning of each extension period and shall be subject to appropriation and availability of funds.

When the interest of the OHA or the Contractor so require, the OHA or the Contractor may terminate the Contract for convenience by providing forty-five (45) calendar days prior written notice to the other party.

#### J. Additional Services and Fees

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

K. Other Financial Related Materials - Accounting System

To determine the adequacy of an interested Offeror's accounting system, as described under the administrative rules, the Offeror shall submit a copy of their most recent financial audit as part of the proposal application.

L. Laws, Rules, Ordinances and Regulations

Reference to Federal, State, City, and County laws, ordinances, rules and regulations, and standard specifications shall include any amendments thereto in effect as of the date in this RFP.

## 2.2 Insurance

The successful Offeror shall provide proof of insurance for the following minimum insurance coverage(s) and limit(s) no later than ten (10) days after notification of award and shall procure at its sole expense and maintain insurance coverage acceptable to the OHA in full force and effect throughout the term of the Contract. The type of insurance coverage is listed as follows:

<u>Coverage</u>	<u>Limit</u>
<b>General Liability Insurance</b> (occurrence form)	\$2,000,000 combined single limit per occurrence for bodily injury and property damage.
<b>Personal Injury Liability</b>	\$1,000,000 single limits per occurrence \$2,000,000 for general aggregate
<b>Automobile Insurance</b> covering all owned, non-owned and hired automobiles.	Bodily injury liability limits of <u>\$1,000,000</u> each person and <u>\$1,000,000</u> per accident and property damage liability limits of <u>\$1,000,000</u> per accident OR \$2,000,000 combined single limit.
<b>Workers Compensation</b>	Policy shall include coverage required by State of Hawai'i and include Part B coverage as follows: Employers Liability with limits of \$100,000 for each accident, \$500,000 disease policy limit, and \$100,000 disease policy limit per employee.
<b>Professional Liability</b>	\$1,000,000.00 per occurrence \$2,000,000.00 general aggregate which shall provide for losses as a result of the successful Offeror's negligent acts, errors or omissions.



The Certificate of Insurance shall contain the following clauses:

- 1) “Added insured – State of Hawai‘i, the OHA, its Trustees, OHA’s employees, representatives and agents.”
- 2) “It is agreed that any insurance maintained by OHA shall apply in excess of, and not contribute with, insurance provided by this policy.”

The insurance company shall notify the OHA in writing of any cancellation or change in provisions THIRTY (30) calendar days prior to the effective date of such cancellation or change and shall submit to the procurement unit a renewal certificate 30 days before expiration.

Failure of the successful Offeror to provide and keep in force such insurance shall constitute a material default under the Contract, entitling the OHA to exercise any or all of the remedies provided in the Contract (including without limitation, terminating the Contract). The procuring of any required policy or policies of insurance shall not be construed to limit the successful Offeror’s liability hereunder, or to fulfill the indemnification provisions of the Contract. Notwithstanding said policy or policies of insurance, the successful Offeror shall be responsible for the full and total amount of any damage, injury, or loss caused by the successful Offeror’s negligence or neglect in the provision of services under the Contract.

The OHA is a self-insured State agency. The successful Offeror’s insurance shall be primary. Any insurance maintained by the OHA shall apply in excess of and shall not contribute to any insurance provided by the successful Offeror.

## **2.3 HRS §97: Limitations of Lobbying Activities**

Per HRS §97-1(7): “Lobbying means communicating directly or through an agent, or soliciting others to communicate, with any official in the legislative or executive branch, for the purpose of attempting to influence legislative or administrative action or a ballot issue”.

Per HRS §97-5: “No lobbyist shall accept or agree to accept any payment in any way contingent upon the defeat, enactment, or outcome of any proposed legislative or administrative action”.

Therefore, anytime the Offeror, whose time is spent researching data or information specific to the testimony to be provided, drafting and providing testimony or participates in discussions with legislators or government employees or officials in support or opposition of any pending legislation, is not allocable to State Contracts and cannot be charged to the OHA for the purposes of the contracted services. The time spent in such lobbying activities must be cost-allocated and cannot be paid for by the State and/or the OHA’s funds. Such activities are clearly not within the scope of the Contract, nor are they allowed to be within the scope.

## **2.4 Wages, Hours, and Working Conditions**

All Offerors for service Contracts shall comply with Section Chapter 104, HRS, which applies to every public works construction, project over \$2,000.00, regardless of the method of procurement or financing (purchase order, voucher, bid, contract, lease agreement, warranty).

Wages: Chapter 104, HRS, provides that the services to be performed shall be performed by employees paid at minimum prevailing wages (basic hourly rate plus fringe benefits), as determined by the Director of Labor and Industrial Relations and published in wage rate schedules, shall be paid to the various classes of laborers and mechanics working on the job site. Interested Offerors are further advised that if the Director of Labor determines that prevailing wages have increased during the performance of a public works contract, the rate of pay of laborers and mechanics shall be raised accordingly. See Attachment 4 – Requirements of Chapter 104, HRS.

No Contract to perform services for any governmental contracting agency in excess of \$2,000 shall be granted unless all the conditions of this section are met. Failure to comply with the conditions of this section during the period of Contract to perform services shall result in cancellation of the Contract, unless such noncompliance is corrected within a reasonable period as determined by the Procurement Officer. Final payment of a Contract or release of bonds or both shall not be made unless the Procurement Officer has determined that the noncompliance has been corrected.

All interested Offerors shall complete and submit the attached Wage Certification certifying that the services required shall be performed pursuant to Chapter 104, HRS. See Attachment 3: Wage Certificate.

Go to <http://dhrd.hawaii.gov/state-hr-professionals/class-and-comp/> for the list of Classification Specification and Minimum Qualification Requirements for class title and class specifications along with BU Salary Schedule and <http://dhrd.hawaii.gov/state-hr-professionals/class-and-comp/salary-schedules/> for the BU Salary Wage Rates.

## **2.5 Specific Qualifications and Requirements**

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

- A. The Offeror shall demonstrate prior experience with vegetation clearing and maintenance of large parcels of forest in Hawai'i.
- B. The Offeror shall demonstrate prior experience with gravel road clearing maintenance and trail cutting maintenance.
- C. The Offeror has or shall hire staff with the appropriate experience and skills to accomplish the scope for services for the resulting contract.

- D. The Offeror shall demonstrate prior experience working with Native Hawaiian communities and an understanding of traditional and customary forest practices, and will do its best not to interfere with such practices.
- E. The Offeror shall exert extreme care at all times in WKOP to ensure safety and prevent unnecessary damage to the natural and cultural resources. This includes following best forest management practices, particularly those involving sanitation of equipment and materials before and after work in WKOP.
- F. The Offeror shall comply with all State, Federal, and County requirements and shall obtain all necessary permits, licenses, goods, services, and materials as required to complete this Scope of Work.
- G. The Offeror shall comply with 2.4 Wages, Hours and Working Conditions requirements on page 14 and shall submit a list of employees' title and wage rate who will be working on the site. See Attachment 5 – Job Title and Wage Rates.

## **2.6 Economy of Presentation**

Proposals shall be prepared in a straightforward and concise manner, and describe the offering(s) and capabilities in a format that is reasonably consistent and appropriate to the purpose. Emphasis shall be on completeness and clarity of content. If any additional information is required by the OHA regarding any aspect of the Offeror's proposal, it shall be provided within seven (7) business days after request.

## **2.7 Oral Presentation**

Offerors who respond to this RFP may be required to make an oral presentation of their proposal to ensure a thorough and mutual understanding. The OHA shall schedule the time and location for these presentations (if required) which occurs normally within ten (10) days following the proposals due date.

Failure to provide an oral presentation of their proposal to the OHA will result in the Offeror's proposal being rejected without further consideration.

## **2.8 Offeror's Authority to Submit an Offer**

The OHA shall not participate in determinations regarding an Offeror's authority to sell a product or service. If there is a question or doubt regarding an Offeror's right or ability to obtain and sell a product or service, the Offeror shall resolve that question prior to submitting an offer.

## **2.9 Proposal Preparation Costs**

All costs incurred by the Offeror in preparing or submitting a proposal shall be the Offeror's sole responsibility whether or not any award results from this RFP. The OHA shall not reimburse such costs.

## **2.10 Tax Liability**

Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. The Contractor is advised that they are liable for the Hawai'i General Excise Tax (hereinafter "GET") at the current 4.712% for sales made on O'ahu, and at the 4.166% rate for the islands of Hawai'i, Maui, Moloka'i, and Kaua'i. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, the Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

The Offeror shall provide its current Federal I.D. No. and Hawai'i General Excise Tax License I.D. number in the space provided on Attachment 1 - Offer Form, page OF-1, thereby attesting that the Offeror is doing business in the State and that the Offeror will pay such taxes on all services made to the OHA.

**END OF SECTION**

## **SECTION 3**

### **Scope of Work and Specifications**

#### **3.1 Background**

Located in the upper Puna area of Hawai'i Island, at 25,856 acres, WKOP represents over 90% of OHA's landholdings. WKOP is of great spiritual importance to Native Hawaiians as the home to a number of deities and serves as a resource for subsistence gathering and other cultural practices. It is OHA's kuleana to protect, preserve, and perpetuate the cultural and natural resources of WKOP for current and future generations.

WKOP consist of areas that are heavily forested with deep cracks, fissures, and lava tubes, most of which are not marked on the map (some faults and cracks are identified by yellow and blue lines in Attachment 6 – Map of Wao Kele O Puna; this is in no way an exhaustive survey). In addition, lava periodically enters WKOP with its associated heat, gasses, and risk of fire. As a result of these and other unspecified factors, travel on or above WKOP is hazardous.

Currently, vehicular access to WKOP is limited to a 2.6 mile long gravel road that enters the Eastern boundary of the property near the Ka'ohē Homestead at the end of Middle Road (black line - See Attachment 6 – Map of Wao Kele O Puna) over an easement through the neighboring Olsen Property (1.3 miles of road is on the OHA property; 1.3 miles of road is on Olsen property). A yellow gate marks the beginning to the OHA's property. The road ends at a five (5)-acre grass clearing that was previously used for geothermal development (red highlighted area - See Attachment 6 – Map of Wao Kele O Puna). Several foot trails also exist within WKOP but all enter the forest through surrounding privately owned properties.

#### **3.2 Overview, Purpose and Need**

The scope of work is comprised of multiple tasks. The primary task of this project, which will commence once this Contract is executed, includes the maintenance of the existing gravel access road, including the easement, and the five (5)-acre cleared area. Future additional tasks include maintaining new and existing foot trails and cutting new foot trails to facilitate forest management particularly along the existing road area. The OHA may request the selected Offeror to conduct these additional tasks under this Contract, the cost for which shall be negotiated at that time with reference to the quotes provided by the selected Offeror for this RFP. Regardless of what tasks are being performed, the selected Offeror shall always be required to provide OHA with a Maintenance Report every three (3) months.

#### **3.3 Timeframe**

The selected Offeror shall have twenty-four (24) months from execution of a Contract with the OHA to complete the scope of work with an option to extend for a term up to

twelve (12) months upon written mutual consent when it is in the best interest of the OHA. Maximum length of contract is sixty (60) months.

### 3.4 Scope of Work

The selected Offeror shall provide services set forth below to maintain the existing gravel access road including the easement over Olsen property and the four (4)-acre clearing area that shall include, but may not be limited to, the following:

#### A. Maintenance of the Existing Road and Five (5)-acre Clearing

1. Existing Road. The selected Offeror shall maintain the existing 2.6 mile gravel road that enters the Eastern boundary of the property near the Ka'ohē Homestead at the end of Middle Road. See Attachment 6 – Map of Wao Kele O Puna (black line) over an easement through the neighboring Olsen Property (1.3 miles of road is on the OHA property; 1.3 miles of road is on Olsen property). A yellow gate marks the beginning to the OHA's property. The road ends at a 5-acre grass clearing that was previously used for geothermal development. See Attachment 6 – Map of Wao Kele O Puna (red highlighted area).

The selected Offeror shall manage the vegetation on the sides of the road to keep the road approximately sixteen (16)-feet wide (8-foot driving surface with a 4-foot shoulder on each side). Grass on the road shall be mowed. Trees that overhang or fall upon the road shall be cut or trimmed as to not pose a threat to any vehicle using the road. The four (4)-foot shoulders on each side of the road should be maintained free of any trees or brush and shall be made and kept as flat as possible to the rest of the road surface. The road surface shall be maintained as necessary to preserve its quality, including repairing pot holes, cracks, or other dangers, as is discussed further below.

2. Five (5)-Acre Clearing. The selected Offeror shall maintain the existing five (5)-acre clearing in its current state with grass mowed and trees and brush cleared as described in item A.3. Mowing and item A.4. Trees and Brush listed below. New growth of trees or shrubs within the cleared area will be prevented. Prior to commencing work, the selected Offeror shall work with the OHA with regard to any limitations or species that shall not be cut and further clarification for any sensitive areas that may require special instructions.
3. Mowing. Mowing of all grass on the road and in the clearing shall be conducted, as needed, to promote innocuous grass coverage in perpetuity, resulting in improving weed control in open spaces. Mowing shall occur no less than once every two (2) to three (3) months, depending on the season.
4. Trees and Brush. Trees and brush are to be maintained at a minimal no less than once every three (3) months and depending on the season, may be increased so as to keep the road and cleared area unobstructed and free of new growth. Any trees

or brush removed from the road or cleared area shall remain in the forest to decompose naturally. The selected Offeror shall be careful to not leave cuttings from invasive species in a manner that may cause the invasive species to spread. The selected Offeror may control the ingrowth of trees and brush onto the road or clearing areas using any methods allowed under the Department of Land and Natural Resources' regulations for Forest Reserves, the Conservation District Protective Subzone, the Forest Legacy Program, and any other applicable laws and regulations. These methods shall be aligned with best forestry practices, unless otherwise instructed by the OHA, and may include physical, mechanical, or chemical vegetation maintenance methods.

5. Road surface wearing. The road surface in WKOP may develop pot holes or cracks from rain, traffic, or seismic activity. The selected Offeror shall inspect the road surface during each visit to WKOP and fill cracks or pot holes. The selected Offeror may use 3/4 minus surface repair gravel or equivalent for fill, as recommended by the selected Offeror and approved by the OHA in writing. Road fill shall be compacted manually unless otherwise unfeasible. Minor shaping of the road shall be done as needed to maintain adequate drainage. Gravel and other materials may be stockpiled on site if determined acceptable by the OHA in an appropriate location as determined by the OHA. The selected Offeror must ensure all materials brought into WKOP are free of unintended pests.
6. Trash. The selected Offeror shall immediately remove and appropriately dispose of any trash or other material dumped on the property found in or along the existing gravel road and five (5)-acre clearing. The selected Offeror shall immediately report to the OHA any major dumping or other findings that indicate illegal or otherwise dangerous activities on site.
7. Incipient forest threats. The selected Offeror shall monitor, report, and address any incipient forest threats, particularly new invasive species, in or along the areas the selected Offeror is maintaining, including new weeds and insect outbreaks (Little Fire Ants) as soon as possible.

#### B. Maintenance Reports

1. The selected Offeror shall provide the OHA with a Maintenance Report every three (3) months throughout the contract period. The Maintenance Report shall cover work on all ongoing tasks that shall include, but may not be limited to, the following:
  - a. Maintenance of existing road and five (5)-acre clearing.
    - 1) Summary of work completed that shall include, but may not be limited to:
      - a) Date(s);
      - b) Time(s);
      - c) Location(s);
      - d) Task(s);

- e) Methods/materials used; and
- f) Certified Weekly Payrolls and Payroll Records.
- 2) Field observations shall include, but may not be limited to, incipient weed or pest threats (type, location), trash (type, location, amount, including pig carcasses), unusual habitat conditions (ROD, fire), road conditions (potholes, cracks, erosion), ungulate activity, vandalism, downed trees over the road or cleared area, community use (if people are encountered on site record how many people and what they are using the forest for), use or alteration of cultural sites (ho'okupu on Oahu), rare species; and
- 3) Maps identifying the areas where work was completed or observations were made.

#### C. Meetings

The selected Offeror shall be available to meet with or present to the OHA, its Board of Trustees, and its staff as needed to complete this Scope of Work and at a frequency determined by the OHA. The selected Offeror shall be available to meet with the community or third parties as deemed necessary and at the frequency determined by the OHA.

#### D. Schedule

The selected Offeror shall provide the OHA with a project schedule, inclusive of all tasks to be completed and expected dates of completion, within ten (10) workdays of the execution of this Contract. All work conducted at the WKOP must be conducted between 7:45 a.m. and 3:30 p.m., Monday through Friday, excluding any State and/or OHA holidays unless otherwise approved by the OHA in writing. See Attachment 7 – OHA Holiday Schedule.

- E. The OHA shall grant a Right-of-Entry to selected Offeror upon the initiation of this Contract which the selected Offeror shall comply with during its access and use of the property. See Exhibit C – Right of Entry
- F. The selected Offeror shall be responsible for keeping the area where its employees are working clean and for removing all waste, debris, or other material brought on the site by the selected Offeror upon completion of each work day.
- G. Requirements of Occupational Safety and Health Act (hereinafter “OSHA”)

The successful Offeror shall provide a safe and healthy workplace for their employees by adhering to OSHA’s requirements for personal protective equipment as set forth in the Code of Federal Regulations (hereinafter “CFR”) – 29 CFR 1910 Subpart I – Personal Protective Equipment.

- H. The selected Offeror shall immediately advise the OHA of any problems that arise during the execution of this Scope of Work.



### **3.5 Future Discretionary Scope of Work**

Should the OHA, in its sole discretion, determine that trail creation and maintenance is necessary in the future and provided that sufficient funds are available at that time, the selected Offeror at the OHA's direction shall provide services that include, but may not be limited to, the following:

- A. Creating new foot trails and/or maintaining new or existing foot trails in WKOP, as directed by the OHA, to facilitate forest management.
  - 1. The selected Offeror shall use method(s) allowed under applicable Department of Land and Natural Resources' regulations and in alignment with the best forestry practices, unless otherwise instructed by the OHA.
  - 2. Foot trails at a minimum must be three (3) feet wide for a single person to safely traverse.
- B. Maintenance Reports – If this option is executed, the quarterly maintenance reports shall include, but may not be limited to, the following additional items:
  - 1. Description of location, length, and width of trail established and the surface condition (i.e. natural, gravel, wood, etc.);
  - 2. Map identifying the location of the new road or trail;
  - 3. Purpose for which the new trail was created; and
  - 4. Field observations, as previously described above, while creating the new trail.

**END OF SECTION**

## SECTION 4

### Proposal Format

#### 4.1 General Instructions for Completing Applications

##### A. Submission

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

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

An Offeror shall submit one (1) original proposal, marked "ORIGINAL", three (3) copies of the original marked "COPY", and one (1) cd and/or flash drive containing the submitted proposal in a portable document form ("pdf"). It is imperative that an Offeror submit only one (1) original with the required number of copies. The outer envelope or packaging of the proposals shall be **sealed and clearly marked with the RFP number** and title, the Offeror's name, address, email address and telephone number.

All corrections to a proposal shall be initialed in ink by the person signing the proposal for the Offeror. Any illegible or otherwise unrecognizable corrections or initials may cause the rejection of the proposal.

Before submitting a proposal, each Offeror must:

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

Proposals shall be submitted to the OHA in the prescribed format outlined in this RFP. A written response is required for each item unless indicated otherwise. No supplemental literature, brochures, or other unsolicited information should be included in the proposal packet.

## 4.2 The Proposal Application Sections

- A. The proposal forms shall be completed and submitted to the OHA by the required due date and time and in the form prescribed by the OHA. Electronic mail and facsimile transmissions shall not be accepted.
- B. The Offerors shall submit their proposals under the Offeror's exact legal name that is registered with the State of Hawai'i DCCA and shall indicate that this is its exact legal name. Failure to do so may delay proper execution of the Contract.
- C. The Offeror's authorized signature shall be an original signature in ink. If the proposal is unsigned or the affixed signature is a facsimile or a photocopy, the proposal shall be automatically rejected. If the proposal is not signed by an authorized representative as shown on the corporate resolution, the proposal shall be automatically rejected.
- D. A proposal security deposit is not required for this RFP.
- E. Proposal shall be typed on plain, white, letter-size paper with one-inch margins on all sides in twelve (12) point font and printed on one (1) side only.
- F. Proposals shall be submitted on white 8 ½" x 11" papers and shall be bound by a spiral binding. **Do not submit proposals in a three (3)-ring binder.** Submission of a proposal in this manner is disfavored by the OHA.
- G. Tabbing of sections is required.
- H. Documents that require submission on 11" x17" paper to be legible is allowable.
- I. The numerical outline for the application, the titles/subtitles, and the Offeror name and RFP identification information on the top right hand of the corner of each page should be included.
- J. Consecutive page numbering of the proposal application should begin with page one (1) and end with the last numbered page of the complete proposal.
- K. Other supporting documents may be submitted in an Appendix, including visual aids, to further explain specific points in the proposal. If used, they should be referenced in the table of contents.

## 4.3 Required Review

Before submitting a proposal, each Offeror shall thoroughly and carefully examine this RFP, any attachment, addendum, and other relevant document, to ensure Offeror understands the requirements of this RFP. The Offeror shall also become familiar with

State, Federal, and County laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work required.

Should the Offeror(s) find defects and questionable or objectionable items in this RFP, the Offeror(s) shall notify the OHA's Procurement Unit in writing prior to the deadline to submit written questions specified in this RFP. See Section 1.7 RFP Schedule and Significant Dates. This shall allow the issuance of any necessary corrections and/or amendments to this RFP by addendum and mitigate reliance of a defective solicitation and exposure of proposal(s) upon which award could not be made.

#### **4.4 Proposal Forms**

To be considered responsive, the Offeror's proposal shall respond to and include all items specified in this RFP and any subsequent addendum. Any proposal offering any other set of terms and conditions that conflict with the terms and conditions provided in this RFP or in any subsequent addendum may be rejected without further consideration.

- A. Offer Form, Page OF-1. Offer Form, OF-1 is required to be completed using the Offeror's exact legal name as registered with the DCCA in the appropriate space on Offer Form, OF-1 (Section 7, Attachment 1). Failure to do so may delay proper execution of the Contract.

The Offeror's authorized signature on the Offer Form, OF-1 shall be an original signature in ink, which shall be required before an award, if any, can be made. The submission of the proposal shall indicate the Offeror's intent to be bound.

- B. Offer Form, Page OF-2. Pricing shall be submitted on Offer Form OF-2 (Section 7, Attachment 2). The price shall be the all-inclusive cost, including the general excise tax, to the OHA. No other costs shall be honored. Any unit price shall be inclusive.

#### **4.5 Proposal Contents**

Proposals must:

- A. Include a cover letter to confirm that the Offeror shall comply with the requirements, provisions, terms, and conditions specified in this RFP.
- B. Include a signed Offer Form OF-1 with the complete name and address of the Offeror's firm and the name, mailing address, telephone number, and fax number of the person the OHA should contact regarding the Offeror's proposal. See Section 7, Attachment 1, Offer Form OF-1, for a copy of the form. Include a completed Offer Form OF-2. See Section 7, Attachment 2, Offer Form OF-2, for a copy of the form.

- C. If subcontractor(s) shall be used, append a statement to the cover letter from each subcontractor, signed by an individual authorized to legally bind the subcontractor, and state:
  - 1. The general scope of work to be performed by the subcontractor; and
  - 2. The subcontractor's willingness to perform the scope of services.
- D. Provide all of the information requested in this RFP in the order specified.
- E. Be organized into sections, following the exact format using all titles, subtitles, and numbering, with tabs separating each section described below. Each section must be tabbed and pages must be numbered.

#### **4.6 Proposal Requirements**

- A. Minimum Administrative Requirements
  - 1. Offer Forms OF-1;
  - 2. Offer Form OF-2;
  - 3. Cover Letter;
  - 4. Table of Contents;
  - 5. Tabbing of Sections;
  - 6. Executive Summary – provides a program overview; and
  - 7. Licenses (if needed) shall be provided for the following personnel who will be assigned to this Contract.
- B. Mandatory Proposal Requirements
  - 1. Section 1 – Experience;

This section shall clearly and concisely demonstrate the interested Offeror's prior experience with vegetation clearing and maintenance of large parcels of forests in Hawaii along with gravel road clearing maintenance and trail cutting maintenance. The interested Offeror shall also demonstrate its capability to work effectively with Native Hawaiian communities. The interested Offeror shall provide a minimum of two (2) letters of recommendations for itself and each subcontractor. Statements which indicate that the letters of recommendations shall be submitted upon Contract award shall be unacceptable.

2. Section 2 – Action Plan;

This section shall clearly and concisely demonstrate the interested Offeror's thorough understanding of the purpose of the scope of the RFP and how it will meet the goals and objectives of the Scope of Work based on Department of Land and Natural Resources' regulations for Forest Reserves and any other applicable laws and regulation.

3. Section 3 – Price Proposal

This section shall clearly and concisely demonstrate the interested Offeror's response to the OHA's RFP was the most responsive, responsible and advantageous to the OHA.

4. Section 4 – Staffing Qualifications and Organization

The interested Offeror shall provide the organization chart, staff's qualification, resume and relevant professional background/experience for staff assigned to the proposed project to successfully complete the project. Recent financial statement for all firms on the Offeror's team shall be provided. Statements which indicate that the financial statements shall be submitted upon Contract award shall be unacceptable.

**4.7 Receipt and Register of Proposals**

Proposals shall be received and receipt verified by two (2) or more procurement officers on or after the date and time specified in Section 1, or as amended.

The register of proposals and proposals of the Offeror(s) shall be open to public inspection upon posting of award pursuant to section §103D-701, HRS.

**4.8 Best and Final Offer**

If the OHA determines a Best and Final Offer (hereinafter "BAFO") is necessary, it shall request one (1) from the Offeror. Any BAFO received after the deadline or not received shall not be considered.

**4.9 Modification Prior to Submittal Deadline or Withdrawal of Offers**

The Offeror may modify or withdraw a proposal before the proposal due date and time.

Any change, addition, deletion of attachment(s) or data entry of an Offer may be made prior to the deadline for submittal of offers.

#### **4.10 Mistakes in Proposals**

Mistakes shall not be corrected after award of Contract.

When the Procurement Officer knows or has reason to conclude before award that a mistake has been made, the Procurement Officer should request the Offeror to confirm the proposal. If the Offeror alleges a mistake, the proposal may be corrected or withdrawn pursuant to this section.

Once discussions are commenced or BAFOs are requested, any priority-listed Offeror may freely correct any mistake by modifying or withdrawing the proposal until the time and date set for receipt of best and final offers.

If discussions are not held, or if the BAFO upon which award shall be made has been received, mistakes shall be corrected to the intended correct offer whenever the mistake and the intended correct offer are clearly evident on the face of the proposal, in which event the proposal may not be withdrawn.

If discussions are not held, or if the BAFO upon which award shall be made has been received, an Offeror alleging a material mistake of fact which makes a proposal non-responsive may be permitted to withdraw the proposal if: the mistake is clearly evident on the face of the proposal but the intended correct offer is not; or the Offeror submits evidence which clearly and convincingly demonstrates that a mistake was made.

Technical irregularities are matters of form rather than substance evident from the proposal document, or insignificant mistakes that can be waived or corrected without prejudice to other Offerors; that is, when there is no effect on price, quality, or quantity. If discussions are not held or if best and final offers upon which award shall be made have been received, the Procurement Officer may waive such irregularities or allow an Offeror to correct them if either is in the best interest of the OHA. Examples include the failure of an Offeror to: return the number of signed proposals required by the request for proposals; sign the proposal, but only if the unsigned proposal is accompanied by other material indicating the Offeror's intent to be bound; or to acknowledge receipt of an amendment to the request for proposal, but only if it is clear from the proposal that the Offeror received the amendment and intended to be bound by its terms; or the amendment involved had no effect on price, quality or quantity.

**END OF SECTION**

## **SECTION 5**

### **Evaluation Criteria**

#### **5.1 Evaluation of Proposals**

An evaluation committee approved by the OHA's KP/CEO/HOPA or designee shall evaluate all responsive and responsible proposals. The evaluation of such proposals shall be based solely on the evaluation criteria set out in this RFP. The evaluation committee shall be composed of individuals with experience in, knowledge of, and program responsibility for the requirements identified in this RFP.

Prior to holding any discussion, a priority list shall be generated consisting of offers determined to be acceptable or potentially acceptable. However, proposals may be accepted without such discussions.

If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may limit the priority list to the three (3) highest ranked responsive and responsible Offerors.

#### **5.2 Initial Evaluation**

Proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable. The proposals that do meet the mandatory requirements shall be evaluated and scored in accordance with the criteria, Section 5.4 – Evaluation Section, by members of an evaluation committee.

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 fewer than three (3) acceptable or potentially acceptable proposals, the OHA shall not be required to hold discussions with the Offerors who submitted unacceptable proposals.

Discussion 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 clarify issues regarding the Offeror's proposal before the best and final offer, if necessary.

#### **5.3 Administrative Requirements Check**

The OHA shall conduct an initial review to ensure that all proposals meet the minimum threshold requirements. Proposals shall be reviewed to ensure submittal of all required attachments, certifications, forms, and narrative sections. Mandatory requirements are determined by a pass or no pass criteria. Any proposals received by the OHA that do not include all of the minimum administrative requirements listed on page 25, may be deemed



unacceptable and shall not pass. Statements which indicate that mandatory certifications shall be submitted upon Contract award shall be unacceptable.

#### 5.4 Evaluation Section

<u>Evaluation Categories</u>	<u>Possible Points</u>
Administrative Requirements	0 points
Mandatory Proposal Requirements	0 points
Section 1 – Experience	40 points
Section 2 – Action Plan	40 points
Section 3 – Price Proposal	10 points
Section 4 – Staffing Qualifications and Organization	10 points
<b>TOTAL POSSIBLE POINTS</b>	<b>100 POINTS</b>

#### Category

<b>Section 1- Experience</b>	<b>Possible Points</b>	<b>40 Maximum Points</b>
<ul style="list-style-type: none"> <li>Up to 8 points shall be awarded based on the Offeror's proposal which clearly and concisely demonstrates prior experience related to vegetation clearing and maintenance of large parcels of forest in Hawaii.</li> </ul>	8	
<ul style="list-style-type: none"> <li>Up to 8 points shall be awarded based on the Offeror's proposal which clearly and concisely demonstrates prior experience related to gravel road clearing maintenance and trail cutting maintenance.</li> </ul>	8	
<ul style="list-style-type: none"> <li>Up to 8 points shall be awarded based on the Offeror's proposal which clearly and concisely demonstrates the capability to effectively work with Native Hawaiian communities.</li> </ul>	8	
<ul style="list-style-type: none"> <li>Up to 6 points shall be awarded based on the Offeror's proposal which clearly and concisely demonstrates the capability of understanding the traditional and customary forest practices.</li> </ul>	6	
<ul style="list-style-type: none"> <li>Up to 6 points shall be awarded based on the Offeror's capability to draft reports accounting for all tasks completed and provide maps identifying areas where work was completed or observations made.</li> </ul>	6	

<ul style="list-style-type: none"> <li>Up to 4 points shall be awarded based on the Offeror's submittal of Letters of Recommendation (two (2) minimal for lead and each subcontractor) that clearly demonstrate the same or similar satisfactory work with previous clients.</li> </ul>	4	
<b>Section 2 – Action Plan</b>	<b>Possible Points</b>	<b>40 Maximum Points</b>
<ul style="list-style-type: none"> <li>Up to 15 points shall be awarded based on the Offeror's proposal which clearly and concisely demonstrates a thorough understanding of the purpose and scope of the RFP.</li> </ul>	15	
<ul style="list-style-type: none"> <li>Up to 15 points shall be awarded based on the Offeror's proposal which clearly and concisely demonstrates how it shall provide all of the services required in the Scope of Work. <u>See</u> Section 3.4 Scope of Work.</li> </ul>	15	
<ul style="list-style-type: none"> <li>Up to 10 points shall be awarded based on the Offeror's proposal which clearly and concisely demonstrates how the methods allowed under the Department of Land and Natural Resources' regulations for Forest Reserves and any other applicable laws and regulations shall be incorporated into their plan.</li> </ul>	10	
<b>Section 3 – Price Proposal</b>	<b>Possible Points</b>	<b>10 Maximum Points</b>
<ul style="list-style-type: none"> <li>Up to 10 points shall be awarded based on the Offeror's proposal with the lowest cost factor. Each proposal that has a higher cost factor than the lowest must have a lower rating.</li> </ul>	10	
<b>Section 4 – Staffing Qualifications and Organization</b>	<b>Possible Points</b>	<b>10 Maximum Points</b>
<ul style="list-style-type: none"> <li>Up to 5 points shall be awarded based on the Offeror's proposal which clearly and concisely provides the qualifications for staff assigned to the project and has included the resumes and relevant professional background/experience of each staff, including staff to manage the day-to-day operations.</li> </ul>	5	

<ul style="list-style-type: none"> <li>Up to 3 points shall be awarded based on the Offeror's proposal which clearly and concisely includes their most recent financial statement and their Certificate of Vendor Compliance.</li> </ul>	3	
<ul style="list-style-type: none"> <li>Up to 2 points shall be awarded based on the Offeror's proposal which clearly and concisely includes their most recent organizational chart.</li> </ul>	2	
<b>TOTAL POINTS</b>	<b>100</b>	<b>100 Maximum Points</b>

### 5.5 Financial/Price Proposal Review

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

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

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

In determining whether a proposal is responsible and responsive, the OHA shall evaluate the costs and its supporting documentation against realistic operational expenses. The OHA shall also review the most recent audited financial statements of the Offeror.

### 5.6 Proposal Review

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

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

1. Experience;
2. Action Plan;
3. Price Proposal; and

#### 4. Staffing Organization and Qualifications.

- B. Proposals shall be evaluated for technical and contractual acceptability. Proposals shall be prepared in accordance with the instructions given in the RFP and shall meet all requirements set forth in this RFP.
- C. Pursuant to section 3-122-112, HAR, Responsibility of Offerors, the successful Offeror shall produce documents to demonstrate compliance with this section.
- D. Past Performance. The OHA may evaluate the quality of each Offeror's past performance. The assessment of an Offeror's past performance shall be used as one means of evaluating the credibility of the Offeror's approach to work accomplishment in their management plan. 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 shall be reflected in the OHA's overall assessment of the Offeror's proposal. However, a record of acceptable or even excellent past performance shall not result in a favorable assessment of an otherwise unacceptable 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 their client's 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 successful Offeror whose proposal is considered most advantageous to the OHA.

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

## **5.7 Evaluation Criteria**

The evaluation criteria and the associated points are listed in Section 5.4 Evaluation Section. The award shall be made to the most responsible and responsive Offeror whose proposal is determined to be the most advantageous to the OHA based on the evaluation section. See 5.4 Evaluation Section.

## **5.8 Kūkākūkā (Discussion with Priority Listed Offerors)**

The OHA may invite priority-listed Offerors to discuss their proposals to ensure thorough and mutual understandings. The OHA, in its sole discretion, shall schedule the time and location for these discussions, generally within the timeframe indicated in this RFP schedule and significant dates. The OHA may also conduct discussions with priority listed Offerors to clarify issues regarding the proposal before requesting BAFO, if the OHA determines a BAFO is necessary.

## **5.9 Method of Award**

All proposals submitted shall be evaluated on the basis of the evaluation criteria listed in Section 5.4 Evaluation Section. Proposals shall conform to all terms and conditions contained in the Request for Proposals. Proposals which do not conform to all requirements expressed in this solicitation may be rejected without further evaluation, deliberation or discussion.

- A. All proposals shall be reviewed for reasonableness. Offerors who are not within the competitive range shall be notified that their proposals are unacceptable, negotiations/discussions are not contemplated, and any revisions of their proposals shall not be considered.
- B. Award shall be made to the responsive and responsible Offeror whose proposal is determined to be the most advantageous to the OHA taking into consideration price and the evaluation criteria set out in this RFP.

Pursuant to chapter 3-122-59, HAR, if there is only one responsible Offeror submitting an acceptable proposal, the following can occur: (1) an award may be made to the single Offeror; (2) rejected and new requests for proposals may be solicited if certain conditions are not met; (3) the proposed procurement may be cancelled; or (4) an alternative procurement method may be conducted.

- C. 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 services required shall 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.

### **END OF SECTION**

## SECTION 6

### Contractor Selection and Contract Award

#### 6.1 Award of Contract

**Method of Award.** Award shall be made to the responsible and responsive Offeror whose proposal is determined to be the most advantageous to the OHA based on the evaluation criteria set forth in the RFP. If a vendor/contractor/service provider is not compliant on HCE at the time of award, an Offeror shall not receive the award.

#### 6.2 Proposal as Part of the Contract

This RFP and all or part of the successful proposal may be incorporated into the Contract.

#### 6.3 Public Examination of Proposals

Except for confidential and proprietary portions of the RFP marked as such, the proposals shall be made available for public inspection upon posting of award pursuant to HRS §103D-701.

If a person is denied access to an OHA procurement record, the person may appeal the denial to the Office of Information Practices in accordance with HRS §92F-42(12).

#### 6.4 Debriefing

Pursuant to HAR §3-122-60, a non-selected Offeror may request a debriefing to understand the basis for the award.

A written request for debriefing shall be made within three (3) working days after the posting of the award of the Contract. The Procurement Officer or designee shall hold the debriefing within seven (7) working days to the extent practicable from the receipt date of the written request.

Any protest by the non-selected Offeror following debriefing shall be filed in writing with the Procurement Officer within five (5) working days after the date upon which the debriefing is completed, as specified in HRS §103D-303(h).

#### 6.5 Approvals

Any Contract arising out of this offer may be subject to the approval of the OHA's Corporate Counsel, and to all further approvals, including the approval of the CEO, as required by statute, regulation, rule, order, or other directive.

## **6.6 Contract Execution and Extension**

### **A. Contract Execution**

1. The Contractor receiving award shall enter into a formal written Contract in the form shown in Exhibit A – Sample Contract. No performance or payment bond is required for this Contract.
2. No work is to be undertaken by the Contractor prior to the effective date of the Contract. The OHA is not liable for any work, Contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official starting date.
3. If an option to extend is mutually agreed upon, the Contractor shall be required to execute a written amendment to the Contract for the additional extension period.

### **B. Contract Extension**

The following conditions must be met for an extension:

1. A Supplemental Contract must be executed prior to expiration of the primary Contract;
2. The Contractor must obtain the OHA approval in writing and a notice to proceed with the extension and/or add additional funds;
3. The OHA has determined that the Contractor has satisfactorily provided services over the current Contract term;
4. The Contractor experienced cost savings and has unexpended funds available that can be used to provide additional services;
5. The OHA determines there is an ongoing need for the services and has funds to extend services not to exceed 12 months. Contract extensions shall be awarded at the same or lower rates as the primary Contract. Exceptions shall be granted upon satisfactory justification such as increase in cost of services or cost of living increase; and
6. The necessary OHA funds are available and have been allotted for an extension.

The option to extend the Contract shall be at the sole discretion of the OHA. The Contract shall be extended at the same or lower rates as proposed in the original bid, unless price adjustments are provided herein.

The successful Offeror shall provide the requested insurance information and a

completed wage certificate. The successful Offeror shall be responsible for the State of Hawaii general excise tax and all other applicable taxes.

#### **6.7 Monitoring and Evaluation**

The successful Offeror's performance under the Contract shall be monitored and evaluated by the OHA Contract Administrator or his/her designated representative, the OHA's auditors, and/or other designated representatives.

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

When interest of the OHA or the Contractor so require, the OHA or the Contractor may terminate the Contract for convenience by providing forty-five (45) calendar days prior written notice to the other party.

#### **6.8 Payment**

Contract payment may be made on a quarterly basis or as determined by negotiation with the successful Offeror. The OHA shall retain the right to inspect the successful Offer's work prior to issuing each payment on the contract and shall withhold a retainer of ten percent (10%) of the entire contract until the entire contract is complete.

#### **6.9 Contract Invalidation**

If any provision of the Contract is found to be invalid, such invalidation shall not be construed to invalidate the entire Contract.

**END OF SECTION**



## **SECTION 7**

### **Attachments and Exhibits**

- Attachment 1: OFFER FORM, OF-1
- Attachment 2: OFFER FORM, OF-2
- Attachment 3: WAGE CERTIFICATE
- Attachment 4: REQUIREMENTS OF CHAPTER 104, HRS
- Attachment 5: JOB TITLES AND WAGES
- Attachment 6: MAP OF WAO KELE O PUNA
- Attachment 7: HOLIDAY SCHEDULE
- Exhibit A: SAMPLE CONTRACT
- Exhibit B: GENERAL CONDITIONS
- Exhibit C : RIGHT OF ENTRY