



State of Hawai‘i

560 North Nimitz Highway, Suite 200
Honolulu, Hawai‘i 96817

February 8, 2021

Request for Quotes (“RFQ”) No. WKOP 2021-013

HELICOPTER FLIGHT SERVICES FOR WAO KELE O PUNA

To All Interested Offerors:

Notice is hereby given that the Office of Hawaiian Affairs (hereinafter “OHA”) will be accepting quotes from interested Offerors that can provide helicopter flight services for Wao Kele o Puna.

The term of this Contract shall be for TWENTY-FOUR (24) months, from July 1, 2021 through and including June 30, 2023, with the option to extend and subject to the availability of funds.

Quotes must be received through the HiePRO website by 2:00 p.m. Hawai‘i Standard Time on Friday, February 26, 2021.

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

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

Background

The OHA owns the Wao Kele o Puna (WKOP) Forest Reserve, TMK (3)1-2-010:02 & 003, located in the upper Puna area of Hawai‘i Island. At 25,856 acres, WKOP represents over 90% of the 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 the OHA’s kuleana to protect, preserve, and perpetuate the cultural and natural resources of WKOP for current and future generations.

WKOP consists of areas that are heavily forested with deep cracks, fishers, and lava tubes, most of which are unknown. 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, access to WKOP is limited to a 1.5-mile access road and 5-acre grassy clearing. Due to the inherent dangers of the forest and limited access, helicopter flights are necessary to ensure efficient and effective forest management by allowing for access to remote areas and enabling aerial monitoring.

Scope of Work

- A. The OFFEROR shall provide and perform the services set forth below in a satisfactory and proper manner as determined by the OHA, and in accordance with the terms and conditions of this Contract.
- B. The OFFEROR shall provide helicopter flight services to the OHA. The services shall include, but may not be limited to, the following:
 1. The OFFEROR shall provide helicopter flight services to conduct aerial reconnaissance over WKOP and to transport field workers into remote areas within WKOP.
 - a. Helicopter flight services will be used for, but not be limited to, monitoring the following: lava flows that enter property; wildfire spread and control efforts; progress on invasive species control efforts and other forest management activities; and progress on scientific work and studies.
 2. The OHA may also use helicopter flight services for any other purpose allowable under applicable laws, as deemed necessary by the OHA, including flying over or accessing areas not in WKOP.
 3. The OFFEROR shall provide a total of TWELVE (12) one-hour flights to be used on an as-needed basis over a term of TWENTY-FOUR (24) months. The number of passengers on flights will be limited only by the number of passengers the vehicle will accommodate, but no less than THREE (3) passengers and ONE (1) pilot.
 4. Though flights may be scheduled in advance, there may be times when it is important to be in the air as soon as possible. As such, the OFFEROR must be willing and able to make a good-faith-effort to provide priority flight scheduling when necessary as determined by OHA.
 5. If more flights are required, the cost of such flights shall be based on the average flight cost under this contract.

6. If all TWELVE (12) flights are not utilized in this contract period of TWENTY-FOUR (24) months, the OFFEROR shall provide the OHA additional time that is reasonable to utilize balance of remaining flights.

7. **OFFEROR'S Qualifications**

- a. The OFFEROR must maintain valid helicopter and pilot licenses.
- b. The OFFEROR must have Office of Aviation Services Certification (OAS).
- c. The OFFEROR must maintain valid helicopter and pilot insurance.
- d. The OFFEROR must possess knowledge of WKOP as well as conducting low level flying and landing in forested areas such as WKOP.
- e. Knowledge of Hawaiian ecosystems preferred.

8. **Other Requirements**

- a. The OFFEROR shall work within the confines of the OHA permit (if required).
- b. The OFFEROR shall be sensitive to Native Hawaiian culture and practices and conscientious of forest users, particularly those using WKOP for Traditional and Customary practices, and will do its best not to interfere with such practices.
- c. The OFFEROR shall provide services in the most ecologically friendly manner possible to minimize any negative impact to natural and cultural resources.
- d. The OFFEROR shall utilize highly trained and experienced staff.
- e. The OFFEROR will take all precautions to anticipate known hazards within WKOP to ensure safety of passengers. See Figure 1 for a map depicting WKOP, the existing access road and cleared area, and some known cracks and faults.
- f. The OFFEROR shall provide all services in a professional, safe, and timely manner. Failure to provide such baseline standards may result in the termination of contract.
- g. The OFFEROR will keep the OHA informed of any changes in staff, equipment, facilities, licenses, and insurances that may negatively impact its ability to satisfy the terms and conditions of this contract.
- h. The OFFEROR shall safeguard all persons and property of the OHA while at its facilities or as services are provided in the air.

- i. All work, studies, research, pictures, video, recordings, etc. conducted in OFFEROR'S execution of contract will constitute "work product" and become the sole and exclusive property of the OHA.
- C. 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.
- D. 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.
- E. 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 and thorough handwashing; respiratory etiquette; daily routine cleaning and disinfecting of frequently touched surfaces, equipment, and other elements of the work environment; and physical distancing in accordance with CDC guidelines.

General Requirements

- A. The successful Offeror shall comply with HRS, Chapter 103D and all State, Federal, and County requirements.
- B. License and Compliance
 1. The successful Offeror must be registered as a business in the State of Hawai'i, be compliant with Hawai'i Compliance Express (HCE), complete the W-9 form (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>) and provide a Certificate of Liability Insurance. If you are not registered with HCE, please register by going to HCE's website: <https://vendors.ehawaii.gov/hce/>.
 2. Submit a current copy of a Certificate of Liability Insurance with the following: The minimum insurance coverage and limits below, which shall also apply to subcontractor(s) where appropriate:

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

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

request by the OHA, the CONTRACTOR shall furnish a copy of the policy or policies that satisfy the Insurance Requirements of this Contract.

4. Each insurance policy required by the contract, including a subcontractor's policy, shall contain the following clauses:
 - a. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the Office of Hawaiian Affairs, 560 North Nimitz Highway, Suite 200, Honolulu, HI 96817."
 - b. "The Office of Hawaiian Affairs, its trustees, employees, representatives and agents and the State of Hawai'i are added as additional insureds as respects to operations performed for the Office of Hawaiian Affairs."
 - c. "It is agreed that any insurance maintained by the Office of Hawaiian Affairs will apply in excess of, and not contribute with, insurance provided by this policy."

The RFQ may be canceled when it is determined to be in the best interest of the OHA. If you have any questions, you may contact Geena Chau, Procurement Specialist, by email at geenac@oha.org.