

Department of Land and Natural Resources
Division of Forestry and Wildlife

June 9, 2015

RFI No. UCF-FY16

Request for Interest for the Urban and Community Forestry Program U.S. Forest Service Federal Grant Opportunity

**SUBMITTALS WILL BE RECEIVED UP TO 12:00 PM (HST) ON
June 19, 2015**

AT THE
Department of Land and Natural Resources
Division of Forestry and Wildlife
1151 Punchbowl St., Rm. 325
Honolulu, HI 96813

SUBMITTALS MUST BE DELIVERED BY MAIL OR IN PERSON BY THE ABOVE DEADLINE. TIMELY RECEIPT OF OFFERS SHALL BE EVIDENCED BY THE DATE AND TIME REGISTERED BY THE DIVISION OF FORESTRY AND WILDLIFE TIME STAMP CLOCK. PLEASE NOTE POSTAL MAIL DELIVERS TO A MAILROOM, NOT TO THE ADDRESS ABOVE, WHICH MAY RESULT IN ROUTING DELAYS.

RFI Registration and Inquiries

If you intend to respond to this request for proposals, please contact Irene Sprecher at the address above, or call (808) 587-4167 or email Irene.M.Sprecher@hawaii.gov to register your organization otherwise you will not receive notification of any changes or addendums. Provide a contact name, address, phone number, and email address.

Request for Interests

Management and Coordination of the Kaulunani, Urban and Community Forestry Program

1. IDENTIFICATION OF FEDERAL FUNDING

The Department of Land and Natural Resources (DLNR) is seeking responsible provider for the Kaulunani Urban and Community Forestry (UCF) Program. UCF is a federal-state partnership program established under Section 9, Urban and Community Forestry Assistance, of the Cooperative Forestry Assistance Act 1978 (PL 95-313), as amended by PL 101-624 through the U.S. Forest Service in partnership with DLNR's Division of Forestry and Wildlife. The selected provider will be responsible for the management and coordination of the UCF program through a close working relationship with the DLNR Cooperative Resource Management Forester, U.S. Forest Service Urban and Community Forestry Program Manager and the State Urban and Community Forestry Advisory Council to successfully implement the program.

2. CANCELLATION AND AWARD

The RFI may be cancelled and any or all submittals rejected in whole or in part, without liability, when it is determined to be in the best interest of the state. Neither the DLNR purchasing agency nor the interested provider has any obligations under this request for interest. Selection of a provider or providers will be based on the criteria established in this request for interest. DLNR reserves the right to incorporate or not incorporate in the State's application for federal grants any recommendations presented in response to the request.

3. TARGET POPULATIONS SERVED

The Kaulunani Urban and Community Forestry Program is an ongoing state and federal program established by U.S. Congressional legislation as part of the Forestry Title of the 1990 U.S. Department of Agriculture Farm Bill, specifically The Cooperative Forestry Assistance Act of 1978, as amended. This legislation expanded the authority of the U.S. Department of Agriculture Forest Service (USFS) to allow collaboration with state forestry agencies to assist local community groups and private landowners with urban tree planting projects, technical assistance with urban forestry Best Management Practice implementation, and urban/school beautification projects.

4. DESCRIPTION OF THE PROGRAM

The primary purposes of the UCF Program are to: **1)** improve understanding of the benefits of preserving existing tree cover in urban areas and communities; **2)** encourage owners of private residences and commercial properties to maintain trees and expand forest cover on their properties; **3)** provide education programs and technical assistance to State and local organizations (including community associations and schools) to maintain forested lands and individual trees in urban and community settings and identify appropriate tree species and sites for expanding forest cover; **4)** implement tree planting programs to complement urban and community tree maintenance and open space programs; **5)** promote the establishment of demonstration projects in selected urban community settings to illustrate the benefits of maintaining and creating forest cover and trees; **6)** promote the

understanding and practice of technically sound urban forest and tree maintenance; and 7) expand existing research and educational efforts intended to improve understanding of urban tree growth and maintenance, tree physiology and morphology, species adaptations, urban forest ecology, and the economic, environmental, social, and psychological benefits of trees and forest cover in urban and community environments.

The Hawaii Statewide Assessment of Forest Condition and Trends 2010, or Hawaii Forest Action Plan, illustrates specific program projects, priority issues, threats, needs and objectives for the Kaulunani Urban and Community Forestry Program as well as identifies a long term strategy for the program. Information on the Hawaii Forest Action Plan is available at the following link <http://hawaii.gov/dlnr/dofaw/SWARS/home> under Issue 4: Urban & Community Forestry.

5. DESCRIPTION OF WORK

The selected provider(s) will be responsible in part for managing and coordinating the UCF Program purposes and objectives, as well as implementing the long-term strategy for the Issue 4: Urban and Community Forestry under the Hawaii Forest Action Plan. The selected provider(s) will engage in a close working relationship with the U.S. Forest Service Urban and Community Forestry Program Manager, the DLNR Cooperative Resource Management Forester, the State Urban and Community Forestry Council to successfully implement the program. This Request for Interest (RFI) is funded primarily by federal dollars administered annually through appropriated funds to DLNR; RFI over \$180,000 annually will not be considered for award.

The selected provider must demonstrate the ability to meet a proposed timeline and provide deliverables based on the Hawaii Forest Action Plan <http://hawaii.gov/dlnr/dofaw/SWARS/home> and shall include:

- Provide UCF Program Coordinator to work with urban and community forestry partners to plan and deliver the Kaulunani UCF Program.
- Provide a skilled, full-time equivalent Volunteer/Partnership Coordinator to provide assistance to local volunteer-based organizations; work with key partners; assure outreach is available to the broadest possible cross-section of the State's population; partner and coordinate with grassroots community-based organizations; track the value of volunteer contributions; develop and conduct training workshops; establish and maintain volunteer/partnership databases; and help to publicize and communicate volunteer/partnership activities, as appropriate and identified as priorities in the Hawaii Forest Action Plan.
- Propose projects to complete under the Hawaii Forest Action Plan priorities.
- Seek out alternate funding sources that support priorities for Urban Forestry, including potential competitive funding from the USFS - State and Private Forestry. Work with local, regional and/or national partners to support continuity in message for urban forestry in the U.S. Tropical Islands.
- Facilitate, organize and provide administrative support for and leadership of the Urban and Community Forestry Advisory Council, which meets at least quarterly. The Council is responsible for the review and associated recommendation to the Division for urban forestry proposals funding and needs/issues for approval by the State Forester. The Council provides advice and council on all

aspects of the UCF Program. <http://hawaii.gov/dlnr/dofaw/forestry/urban-and-community-forestry/about-us/council-members>

- Ensure grant applications meet: planting and funding guidelines; acceptable percentages of trees, shrubs, and ground cover; and other program hold-down rates. Monitor new or existing projects to ensure successful project completion, long-term maintenance, and provide any additional outreach during and upon project completion. Ensure that all project outcomes are accurately reported including: number of volunteers and hours, acres, number of trees, tree survival, etc. Ensure that all new grant project demographics are added to the UCF Program database, as well as to annual reports.
- Manage the total UCF Program budget (estimated at approximately \$200,000 to \$300,000 annually) in conjunction with DOFAW. This requires close collaboration with the U.S. Forest Service and DOFAW program and accounting staff.
- Meet matching requirements - the Federal funding for this program requires a 50/50 match for the program (match may be provided through numerous ways, including in-kind contributions). The total federal contribution for the program (approximately \$200,000 to \$300,000) must be matched dollar for dollar. This match will come from a variety of sources, including: State of Hawaii staff time contributions (equal to approximately \$60,000 to \$70,000 in match); in-kind contributions from the Kaulunani UCF grant program (grant awards equal approximately \$40,000 to \$100,000 per year and typically provide more than 50 percent match for the funds awarded); and non-federal grants or resources (Hawaii Tourism Authority, University of Hawaii, etc - funding variable). The provider is responsible for tracking all matching sources and ensuring the total match needed is obtained.
- Provide technical assistance with arboriculture tree planting/tree care activities in urban areas statewide. Develop and maintain voluntary outreach groups such as schools or communities that utilize urban forestry curriculums and Best Management Practices in urban areas. Coordinate technical assistance and outreach such as: workshops, urban park development, urban forest curriculum development, native species (plant & animal) protection, etc. Facilitate the Tree City USA Program in Hawaii www.arborday.org/programs/treeCityUSA/index.cfm.
- Participate in outreach and educational activities that are done in conjunction with DOFAW and various other educational organizations/agencies in the state. Engage grassroots community-based organizations, urban forestry or “green” organizations, and culturally diverse organizations. Share and contribute to volunteer and partnership databases. Work with DOFAW to maintain an up-to-date Kaulunani website and other appropriate public or media presence.
- Work with DOFAW to assure accountability and reporting for new and existing state-wide Kaulunani UCF grant projects. Track the value of volunteer contributions and project in-kind/donated match. Work with DOFAW to track all budgetary aspects of the program: write bi-annual reports, respond to USFS and DOFAW requests for programmatic information, and remain informed on all regional and national urban forestry initiatives for future strategic planning. Work with DOFAW to upload state-wide UCF Program data to the National Community Accomplishments Reporting System for Urban and Community Forestry (CARS - <http://spfnic.fs.fed.us/cars/index.cfm?fuseaction=cars.loginerror>). Work with the regional U.S. Forest Service to learn of changes to the CARS system when needed.
- Represent and attend the National UCF and/or State Coordinator meetings annually. Must be able to travel and represent the UCF Program within the state (including for attendance at

UCF Advisory Council meetings and for technical assistance and monitoring needs to new or existing UCF grant projects), regionally (including the West Pacific), the US mainland, and internationally on a regular basis.

6. TERM OF GRANT PERIOD

Funding for this RFI will be associated with the state's fiscal year 2016/2017 and federal fiscal year FY 2016/2017. The RFI project will start upon award of grant, start of contract approval and run for the term of the grant, ending June 30, 2016 or 2017.

Final invoices must be submitted thirty (30) days after the termination date of the contract agreement. Please confirm with the State Fiscal Office the date needed to complete expenditures in order to invoice the State by the appropriate date.

7. FORMAT AND CONTENT

Please submit a signed submittal in a sealed envelope or via email. Only typed responses to this RFI will be accepted. Please use page numbering, English only, and provide all financial information in U.S. dollars. The RFI is open to all qualified providers and selection will be based on evaluation criteria detailed in this RFI.

Submittals are due at the address or email below by **12:00 p.m. (HST) on June 19, 2015**. All submittals must be time stamped upon receipt. Any submittal received after the deadline date and time will not be considered for selection. Please account for routing delays if submitting by U.S. Postal Service. All submittal must include the following label on the front of the sealed envelope or subject heading of the email:

Label: UCF Request for Interest

Mailing Address:
DLNR Division of Forestry and Wildlife
Attn: Irene Sprecher
1151 Punchbowl Street Room 325
Honolulu, Hawaii 96813

Email Address:
Irene.M.Sprecher@hawaii.gov

ALL SUBMITTALS MUST USE THE FOLLOWING:

A. Cover Letter ONE PAGE MAXIMUM

Include a legal name of the provider, contact for the submittal, and total funding amount for the proposal.

B. Description of Work FIFTEEN PAGES MAXIMUM

Provide a brief description of the proposal, statement of need per the UCF Program, grant objectives, timeline, and relevant details on how each objective of the proposal will be addressed and/or completed over the course of the grant agreement term.

C. Budget FIVE PAGE MAXIMUM

Provide budget information for each grant objective and a total proposal budget, which includes costs associated with personal, fringe, travel, contractual, supplies, equipment, other, and/or indirect costs. Budget should show supplemental or alternative funding sources that will be used to enhance program implementation, as well as proposed match for meeting the requirements and objectives of the grant proposal.

D. Three References that could be contracted by the evaluation review team.

E. Evidence of Experience THREE PAGES MAXIMUM

The provider shall provide verification that it possesses a minimum of five (5) years experience in the urban forestry field; have a degree from an accredited university in Urban Forestry and/or specialties in Horticulture, Arboriculture, Disaster Response, Urban Planning or a closely related field (experience may be substituted and must be clearly demonstrated in associated resume or CV). Local urban forestry experience is preferred. Familiarity with UCF Best Management Practices, native vegetation, invasive species, local and Pacific Island cultures, and ongoing urban forestry initiatives and/or projects is desired.

Additional qualifications desired include experience with reporting on multiple process components; administering grant programs including budget and fiscal management; providing technical assistance to communities, government, organizations, landowners, etc. for urban forestry projects; providing outreach and educational activities to schools, communities, organizations, etc.; effectively communicating with high levels of governments or organizations and Legislative staff; and working with geographic information system (GIS) and/or other related mapping software.

Submit a brief Curriculum Vitae (CV) or resume detailing contractor's qualifications to minimum experience in urban forestry, including relevant degree, as well as to accomplish program objectives and tasks as described in this RFI. The CV or resume should also include a list of competitive grants awarded and managed by the contractor. The contractor shall include a list of key personnel who will be dedicated to this RFP and the resume of each individual to be involve with the implementation of this RFP, including relevant information on their background. If personnel will be subcontracted, information about the subcontractor's experience or expertise should also be provided.

8. EVALUATION CRITERIA

Proposals will be ranked by an evaluation committee consisting of three or more government officials. Evaluation criteria and their associated points are listed below. The award will be made to the responsible provider(s) whose proposal is/are determined to be the most advantageous to the State based on the evaluation criteria listed in this section. Proposal will be reviewed for inclusion of necessary documents and proposal requirements; any proposals that do not contain the required

documents may be deemed unacceptable. All acceptable proposals will be viewed by an evaluation committee as specified in this section. The State reserves the right to determine what is in the State's best interest in this evaluation process. The State reserves the right to select portions of a proposal, or to reject any and all proposals.

Evaluation Criteria - Those proposals that are determined to be acceptable shall be evaluated based upon the criteria detailed below. The evaluation process will award points for each criterion based on the total available points for that criterion (e.g. Total points = 25: high score = 25, low score = 0). The sum of all criteria will equal the total proposal score. Those proposals failing to receive a minimum qualifying score (65) shall be disqualified from further consideration and mailed a Notice of Determination.

The total number of points used to score this proposal is 100.

Proposals submitted will be evaluated using the following criteria:

- A. **Evidence of Experience.** Total points = 35
- Provider has professional qualifications and experience that will allow them to perform actions described in the RFI and submitted proposal. The provider has previous experience and proficiency in: managing and coordinating grant programs, urban forestry initiatives, as well as developing and planning urban forest/tree projects in Hawaii.
 - Demonstrates knowledge and experience in the coordination of a network of organizations to assist volunteer and community urban tree planting projects statewide. This may include conducting collaborative problem-solving/planning or broad-based community and agency building activities.
 - Demonstrated success working with the state, community groups, and/or committees when developing and implementing similar projects.
 - The Provider is or has staff who have obtained at least a Bachelor Degree in Urban Forestry, Arboriculture, Silvicultural, Horticulture, or a related field from an accredited University. Experience may be substituted.
 - Professional technical and work experience in the Pacific.
 - Evidence of budgeting and accounting experience, including involvement with auditing procedures.
- B. **Program Objectives.** Total points = 25
- How well does the project objectives relate to any existing Urban Forestry Plans and/or the Hawaii Forest Action Plan/State of Hawaii's State-Wide Assessment of Forest Conditions and Trends 2010 (<http://hawaii.gov/dlnr/dofaw/SWARS/home>)
 - Project objectives, details, and relevant information adequately address the description of work and can be completed within the grant period.
- C. **Budget.** Total points = 25
- The contractor budget should be adequate to support monthly expenses for program priority

implementation/scope of work, staff and/or subcontractor expenses, insurance, travel costs (not including the Advisory Council), etc.

- Budget expenses are relevant to program objectives.
- Budget should illustrate experience and ability to obtain and/or leveraging alternative funding sources to supplement program implementation.
- Budget should include details about how and/or where the program will generate sufficient non-federal match necessary to support this program.

D. Ability to Liaise and Represent the State UCF Program. Total points = 15

- The contractor understands the responsibilities of the UCF Program as well as the Division, and is able to facilitate the UCF Advisory Council meetings and provide assistance to landowners throughout the State.
- Contractor can meet with, understand problems, and express complicated ideas to communities, local and County officials, and State representatives.
- Contractor has an understanding of regional and/or national urban forestry issues and can express local issues at regional and national events, as appropriate.
- Contractor has an understanding of international urban forestry issues, especially the US Pacific Island and is willing and able to participate in international meetings, as appropriate. Contractor has attended national and international urban forestry conferences, participated in state UCF coordination meetings; and/or served as a member of various local, regional or national urban forestry committees.

ATTACHMENT 2 – SPECIAL PROVISIONS

Civil Rights: the selected provided and associated staff working with U.S. Forest Service State and Private Forestry (S&PF) grants must receive training in Title VI and other nondiscrimination laws, regulations and policies; as well as display public notifications, outreach and data collection at office locations. The contractor shall complying with Federal Civil Rights laws which include, but are not limited to:

- Signing an assurance certifying compliance with Civil Rights laws.
- Displaying the “And Justice for All” USDA poster (AD-475C) in your public reception areas or other areas that are visible to the public. Contact the Forest Service to obtain copies.
- Include in any of your publications and outreach materials related to the grant, a statement of affiliation with the Forest Service, e.g., “*This publication made possible through a grant from the USDA Forest Service.*”
- Include the following statement about nondiscrimination and how to file a complaint in your publications and outreach materials:

“In accordance with federal law and USDA policy, this institution is prohibited from discrimination on the basis of race, color, national origin, sex, age or disability (not all prohibited basis apply to all programs.) To file a complaint of discrimination: write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.”

If the material is too small to permit the full statement to be included, the material will at minimum include the statement, in print size no smaller than the text that “*This institution is an equal opportunity employer and provider.*”

Federal Civil Rights Laws that must be comply with:

U.S. Code	Statute	Prohibits Discrimination on the Basis of:
(42 USC National 2000d-2000c)	Title VI of the Civil Rights Act of 1964	Race, Color, or Origin
(20 USC 1681-1686)	Title IX of the Education Amendments of 1972	Sex (in educational programs and activities)
(42 USC 1601 et seq)	Age Discrimination Act of 1975 as amended	Age
(29 USC 794)	Section 504 of the Rehabilitation Act of 1973, as amended	Disability

See USDA brochure FS-850, Complying with Civil Rights Requirements, for more information.

1. SCOPE- All Kaulunani Urban and Community Forestry proposals shall be in accordance with this RFI, including the special provisions in this section, the scope of work specified herein, and the General Conditions (GC), included by reference and available at the Division of Forestry and Wildlife, 1151 Punchbowl St., Rm. 325, Honolulu, HI 96813.

2. RESPONSIBILITY OF CONTRACTORS- Provider is advised that if awarded a contract under this solicitation, Contractor shall, upon award of the contract, furnish proof of compliance with the requirements of

§103D-310(c), HRS within 120 days of the award date:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

Refer to the Award of Contract provision herein for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

3. CONTRACTOR QUALIFICATIONS- Provider shall meet all of the qualifications required by this RFI. Failure to meet the qualifications as specified in this RFI, will likely have an adverse affect on Provider's proposal evaluation.

4. TERM OF CONTRACT- Successful Provider shall be required to enter into a formal written contract to commence work on this project. The initial term of the contract shall be for funds allocated in the FY2016 period starting on the official commencement date of the Notice to Proceed. The contract may be extended for up to twelve (12) months or any portion thereof, if mutually agreed upon in writing prior to contract expiration. The Contractor or State may terminate the extended contract period at any time upon one month's prior written notice.

5. CONTRACT ADMINISTRATOR- For the purposes of this contract, Irene Sprecher, DOFAW Cooperative Resource Forester, (808) 587-4167, or authorized representative, is designated the Contract Administrator.

6. OVERVIEW OF THE RFI PROCESS

- a) The RFI is issued pursuant to Subchapter 4.5 of HAR Chapter 3-122, implementing HRS Section 103D-303.
- b) The procurement process begins with the issuance of the RFI and the formal response to any written questions or inquiries regarding the RFI.
- c) All proposals and other material submitted by Providers become the property of the State and may be returned only at the State's option.
- d) An evaluation committee shall evaluate the proposals in accordance with the evaluation criteria. The proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable.
- e) Proposals may be accepted on evaluation without discussion. However, if deemed necessary, the State may enter into discussions with a priority list of Providers who submitted the highest-ranked proposals. The objective of these discussions is to clarify issues regarding the Provider's proposal before the BAFO is tendered.
- h) The date and time for Providers to submit their BAFO will be included in Addendum to priority list of Providers. If Provider does not submit a notice of withdrawal or a BAFO, the Provider's immediate previous offer shall be construed as its BAFO.
- i) After receipt and evaluation of the BAFOs in accordance with the evaluation criteria, the evaluation committee will make its recommendation to the U.S. Forest Service for inclusion in State of Hawaii UCF grant application.
- j) The contents of any proposal shall not be disclosed during the review, evaluation, discussion, or negotiation process. Those sections that the Contractor and the State agree are confidential and/or proprietary should be identified by the Provider(s) and shall be excluded from access.
- k) The Procurement Officer or an evaluation committee reserves the right to determine what is in the best interest of the State for purposes of reviewing and evaluating proposals submitted in response to the RFI. The Procurement Officer or an evaluation committee will conduct a comprehensive, fair and impartial evaluation of proposals received in response to the RFI.
- l) The RFI, any addenda issued, and the successful Provider's proposal shall become a part of the contract. All proposals shall become the property of the State of Hawaii.

7. CONFIDENTIAL INFORMATION - If a person believes that any portion of a proposal, offer, specification,

protest, or correspondence contains information that should be withheld as confidential, then the Procurement Officer named on the cover of this RFI should be so advised in writing and provided with justification to support confidentiality claim. Price is not considered confidential and will not be withheld. Provider shall request in writing nondisclosure of designated trade secrets or other proprietary data considered confidential. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Pursuant to HAR Section 3-122-58, the head of the purchasing agency or designee shall consult with the Attorney General and make a written determination in accordance with HRS Chapter 92F. If the request for confidentiality is denied, such information shall be disclosed as public information, unless the person appeals the denial to the Office of Information Practices in accordance with HRS Section 92F-42(12).

8. QUESTIONS PRIOR TO OPENING OF PROPOSALS- All questions must be submitted in writing and directed to the Irene Sprecher, DOFAW Forester, 808-587-4167, irene.m.sprecher@hawaii.gov.

9. CANCELLATION OF RFI AND PROPOSAL REJECTION- The State reserves the right to cancel this RFI and to reject any and all proposals in whole or in part when it is determined to be in the best interest of the State, pursuant to HAR Section 3-122-96 through 3-122-97.

10. OFFER ACCEPTANCE PERIOD-The State's acceptance of offer, if any, will be made within ninety (90) calendar days after the opening of proposals. Prices or commissions quotes by the Provider shall remain firm for a ninety (90) day period.

11. PROPOSAL AS PART OF THE CONTRACT- This RFI and all or part of the successful proposal may be incorporated into the contract.

12. CONTRACT MODIFICATIONS - UNANTICIPATED AMENDMENTS - During the course of this contract, the Provider may be required to perform additional work that will be within the general scope of the initial contract. When additional work is required, the Contract Administrator will provide the Provider a written description of the additional work and request the Provider to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Changes to the contract may be modified only by written document (contract modification) signed by the Department of Land and Natural Resources, Division of Forestry and Wildlife and Provider personnel authorized to sign contracts on behalf of the Provider. The Provider will not commence additional work until a signed contract modification has been issued.

13. PROTEST- 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 of the contract. The notice of award, if any, resulting from this solicitation shall be posted on the Procurement Reporting System, which is available on the SPO website: <http://www.hawaii.gov/spo2/source/>. Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Procurement Officer, Department of Land and Natural Resources, 1151 Punchbowl St., Honolulu, HI 96813.

14. GOVERNING LAW: COST OF LITIGATION-The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, shall be governed by the laws of the State of Hawaii. Any action at law or equity to enforce or interpret the provisions of this contract shall be brought in a state court or competent jurisdiction in Honolulu, Hawaii.

In case the State shall, without any fault on its part, be made a part to any litigation commenced by or against the Provider in connection with this contract, the Provider, shall pay all costs and expenses incurred by or imposed on the State, including attorneys' fees.

15. SUBMISSION OF PROPOSAL- The submission of a proposal shall constitute an incontrovertible representation by the Provider of compliance with every requirement of the RFI, and that the RFI documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the work. Before submitting a proposal, each Provider must:

- (1) Examine the solicitation documents thoroughly. Solicitation documents include this RFI, any attachments, plans referred to herein, and any other relevant documents;
- (2) Become familiar with State, local, and federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work.

16. PROPOSAL PREPARATION

a) **TRANSMITTAL AND OFFER FORM.** Proposals shall be submitted using Contractor's **exact legal name as registered with the Department of Commerce and Consumer Affairs**, if applicable; and to indicate exact legal name in the appropriate spaces on the Transmittal and Offer Form. Failure to do so may delay proper execution of the contract. The authorized signature on the first page of the Offer Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Contractor's intent to be bound.

b) **Offer Guaranty.** An offer guaranty is NOT required for this RFI.

c) **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. Vendors are advised that they are liable for the Hawaii GET at the current rate and the applicable use tax at the current 1/2% rate. If, however, an Contractor is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Contractor shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

d) **Taxpayer Preference.** For evaluation purposes, pursuant to HRS §103D-1008, the Contractor's tax-exempt price offer submitted in response to an RFP be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

17. PRICING- Pricing shall include labor, materials, supplies, all applicable taxes, **except the GET, which may be added as a separate line item and shall not exceed the current rate**, and any other costs incurred to provide the specified services. **The pricing shall be the all-inclusive cost, except the GET, to the State and no other costs will be honored.**

18. ECONOMY OF PRESENTATION- Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate for the purpose. Emphasis will be on completeness and clarity and content. If any additional information is required by the State regarding any aspects of the Contractor's proposal, it shall be provided within seven (7) business days.

19. CANCELLATION OF RFI AND PROPOSAL REJECTION- The State reserves the right to cancel this RFI and to reject any and all proposals in whole or in part when it is determined to be in the best interest of the State, pursuant to HAR Section 3-122-96 through 3-122-97. The State shall not be liable for any costs, expenses, loss of profits or damages whatsoever, incurred by the Contractor in the event this RFI is cancelled or a proposal is rejected.

20. ADDITIONAL TERMS AND CONDITIONS-The State reserves the right to add terms and conditions during the contract negotiations. These terms and conditions will be within the scope of the RFI and will not affect the proposal evaluation.

21. CONTRACT EXECUTION- Successful Contractor receiving award shall enter into a formal written contract. No performance or payment bond is required for this contract. No work is to be undertaken by the Contractor prior to the commencement date. The State of Hawaii 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. If an option to extend is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract for the additional extension period. The Contractor or the State may terminate the extended contract at any time without cause upon six (6) weeks prior written notice.

22. PAYMENT- Incremental payments shall be made to the awarded Contractor upon receipt of reports that meet the expectations of the RFI. The receipt of reports shall be due based on the timeline submitted by the Contractor in the proposal, or as amended. HRS Section 103-10, provides that the State shall have thirty (30)

calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further, the State will reject any offer submitted with a condition requiring interest payments greater than that allowed by HRS §103-10, as amended. The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute. If an advance payment is requested it must be stated including the amount in the budget section of the proposal.

23. AWARD- Method of Award. The award will be made to the responsive, responsible Contractor(s) whose proposal is/are determined to be the most advantageous to the State based on the evaluation criteria.

Responsibility of Lowest Responsive Offeror(s). Reference HRS Chapter 103D-310(c). If compliance documents have not been submitted to the Department of Land and Natural Resources, Division of Forestry and Wildlife prior to award, the lowest responsive Contractor(s) shall produce documents to the procurement officer to demonstrate compliance with this section.

HRS Chapter 237 tax clearance requirement for award.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.

Hawaii Compliance Express.

Vendors must to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of HRS Chapter 103D-310(c), shall be accepted for both contracting purposes and final payment. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$15.00 to the Hawaii Information Consortium, LLC (HIC). Vendors choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the prior sections.

Timely Submission of all Certificates. The above certificates should be applied for and submitted to the Dept. of Land And Natural Resources/Division of Forestry and Wildlife as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

Final Payment Requirements. Contractor is required to submit a tax clearance certificate via Hawaii Compliance Express for final payment on the contract.

24. CONTRACT INVALIDATION- If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

25. NON-DISCRIMINATION- The Contractor shall comply with all applicable federal and State laws prohibiting discrimination against any person on the grounds of race, color, national origin, religion, creed, sex, age, sexual orientation, marital status, handicap, or arrest and court records in employment and any condition of employment with the Contractor or in participation in the benefits of any program or activity funded in whole or in part by the State.

26. CONFLICTS OF INTEREST- The Contractor represents that neither the Contractor, nor any employee or agent of the Contractor, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the Contractor's performance of this contract.

27. WAIVER- The failure of the State to insist upon the strict compliance with any term, provision or condition of this contract shall not constitute or be deemed to constitute a waiver or relinquishment of the State's right to enforce the same in accordance with this contract.

28. SEVERABILITY- In the event that any provision of this contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this contract.

29. CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS- It has been determined that funds for this contract have been appropriated by a legislative body. Therefore, Contractor, if awarded a contract in response to this solicitation, agrees to comply with HRS Section 11-205.5, which states that campaign contributions are prohibited from a State and county government contractor during the term of the contract if the contractor is paid with funds appropriated by a legislative body.

30. ADDITIONS, AMENDMENTS AND CLARIFICATIONS -Approvals. Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General as to form, and is subject to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Confidentiality of Material. All material given to or made available to the Contractor by virtue of this contract, which is identified as proprietary or confidential information, will be safeguarded by the Contractor and shall not be disclosed to any individual or organization without the prior written approval of the STATE. All information, data, or other material provided by the Contractor or the Contractor to the State shall be subject to the Uniform Information Practices Act, HRS chapter 92F. Price is not confidential and will not be withheld. In addition, in the case of an RFI, makes and models, catalogue numbers of items offered, deliveries, and terms of payment shall be publicly available regardless of any designation to the contrary.

If a request is made to inspect the confidential material, the inspection shall be subject to written determination by the Department of the Attorney General in accordance with HRS chapter 92F. If it is determined that the material designated as confidential is subject to disclosure, the material shall be open to public inspection, unless the Contractor protests under HAR chapter 3-126. If the request to inspect the confidential material is denied, the decision may be appealed to the Office of Information Practices in accordance with HRS §92F-15.5.

Nondiscrimination. No person performing work under this Agreement, including any subcontractor, employee, or agency of the Contractor, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

Competency of Contractor. Prospective Contractor must be capable of performing the work for which offers are being called. Either before or after the deadline for an offer, the purchasing agency may require Contractor to submit answers to questions regarding facilities, equipment, experience, personnel, financial status or any other factors relating to the ability of the Contractor to furnish satisfactorily the goods or services being solicited by the STATE. Any such inquiries shall be made and replied to in writing; replies shall be submitted over the signatures of the person who signs the offer. Any Offeror who refuses to answer such inquiries will be considered non-responsive.