

NOTICE TO OFFERORS
(CHAPTER 103D, HAWAII REVISED STATUTES)

The Department of Land and Natural Resources (DLNR), Division of Forestry and Wildlife (DOFAW), Legacy Land Conservation Program (LLCP), seeks to award grant funds to State agencies, counties, and nonprofit land conservation organizations for the operation, maintenance, and management (OMM) of lands acquired by way of the Land Conservation Fund. An eligible entity may download the Request for Proposals (**RFP LLCP2024**, hereafter "the RFP") from the State Procurement Office (SPO) website <https://hands.ehawaii.gov/hands/opportunities>. Governing authorities for LLCP OMM grant awards include Chapter 173A, Hawaii Revised Statutes; Chapter 13-140, Hawaii Administrative Rules; and, for county and nonprofit applicants, AG-008 103D General Conditions for State-issued contracts (available for download from the webpage of the RFP solicitation notice).

Based on the requirements and special conditions of this procurement, DLNR is using a competitive sealed proposal process for source selection. Such an approach provides the most advantageous procurement process for the solicitation because price is not the primary consideration for determining the awards for the RFP, and awards may be based upon a comparative evaluation of differing price, quality, services, and other contractual factors in order to determine the most advantageous offerings to the State, as stated in the RFP.

To submit a proposal in response to the RFP, an applicant must first register for this solicitation by sending an email to: legacyland@hawaii.gov that contains the information described within the RFP (see RFP Registration and Inquiries).

LLCP will receive sealed proposals via online submittal to the State computer network, A proposal must be received by 4:30 PM (Hawaii Standard Time-HST) on April 13, 2024. LLCP will not consider proposal materials received after this time and date. LLCP will notify applicants about grant award or denial according to the schedule provided in the RFP.

The State reserves the right to cancel or modify this RFP at any time; to reject any and all proposals; or to waive any defect when in the State's opinion such cancellation, rejection, or waiver will be in the best interests of the State of Hawaii. The State of Hawaii assumes no financial responsibility for the preparation of a response to the RFP.

The deadline to submit written questions regarding the RFP is March 26, 2024, via email to legacyland@hawaii.gov. For direct inquiries about the RFP contact David Penn at the Division of Forestry and Wildlife by phone at 808-586-0921 or by email at legacyland@hawaii.gov.

Department of Land and Natural Resources

Division of Forestry and Wildlife
Legacy Land Conservation Program
1151 Punchbowl Street, Room 325
Honolulu, HI 96813

REQUEST FOR PROPOSALS (RFP) NO. LLCP2024

SEALED PROPOSALS for the OPERATION, MAINTENANCE, AND MANAGEMENT OF LANDS ACQUIRED BY WAY OF THE LAND CONSERVATION FUND

WILL BE RECEIVED UP TO 4:30 PM (HST) ON

April 13, 2024

BY THE

State Department of Land and Natural Resources, Legacy Land Conservation Program via online submittal to a proposal-specific folder within the State computer network, after registering for the RFP as instructed below. Timely receipt of offers shall be evidenced by the date and time recorded by the State of Hawaii computer network.

RFP Registration and Inquiries

To initiate a response to this RFP, an eligible entity must register by sending an email with registration information to legacyland@hawaii.gov as instructed below. The deadline to submit written questions regarding this RFP is March 26, 2024 via email to legacyland@hawaii.gov.

Complete the RFP registration information below (items numbered 1-3). Then, from the email address of the main contact person for this RFP, send an email to legacyland@hawaii.gov that contains the same registration information. For the subject heading of this registration email, use the project code and title from item 1 below, preceded by RFP LLCP2024_

1. Property conserved by way of Land Conservation Fund (acquisition of fee title or conservation easement).

*Use a project code and title as assigned/referenced by the Legacy Land Conservation Program, for example **LLCP 2023-01_Palawai** (please omit diacritical markings for 'ōlelo Hawai'i), as shown online at <https://dlnr.hawaii.gov/ecosystems/llcp/projects>.*

2. Landowner or Easement Holder (Grant Applicant).

Identify (a) the current owner of the conserved property or (b) the current holder(s) of a conservation easement that intends to submit a proposal. If an owner or a holder is a nonprofit land conservation organization, then use the spelling for the organization exactly as it appears in the online business registration available at <https://hbe.ehawaii.gov/documents/search.html>.

3. Name and email address of the main contact person for this RFP.

1. INTRODUCTION AND PURPOSE OF SOLICITATION

The State of Hawai'i Department of Land and Natural Resources, Legacy Land Conservation Program seeks to fund State agencies, counties, and nonprofit land conservation organizations that conserved a property by way of the Land Conservation Fund (acquisition of fee title or conservation easement) for grants that support the operation, maintenance, and management of those lands. Multiple awards can be made under this request for proposals. Final awards are subject to the availability of funds and State budget restrictions and procedures.

Approximately \$255,000 in Fiscal Year (FY) 2024 funding, total, is available through this RFP. **A maximum of \$51,000 may be requested for each property conserved by way of the Land Conservation Fund.**

2. CANCELLATION

The RFP may be cancelled and any or all proposals rejected in whole or in part, without liability, when it is determined to be in the best interest of the State.

3. RFP SCHEDULE AND SIGNIFICANT DATES

The following table represents the State's best estimate of the schedule that will be followed. If a component of this schedule is delayed, the rest of the schedule will likely be shifted by the same number of days. The approximate schedule is as follows:

Advertising of Request for Proposals	March 12, 2024
Deadline for Written Questions	March 26, 2024
State's Response to Written Questions	April 2, 2024
Proposals Due and Opened	April 13, 2024
Estimated Notification of Award	May 13, 2024
Estimated Contract Start Date	June 21, 2024

4. SCOPE OF WORK

Grant funds may be awarded for operation, maintenance and management costs that: (1) are necessary to protect, maintain, or restore resources at risk on lands that have been acquired using a land acquisition grant from the fund; or (2) provide for greater public access and enjoyment of lands that have been acquired using a land acquisition grant from the fund.

5. TERM OF CONTRACT

The maximum time of performance for the grant agreement shall be two years, unless an extension is approved by the department in writing. An awardee must request an extension in writing no later than ninety days prior to the deadline for performance. Extensions may be granted at the discretion of the department and the department may reject requests for extensions. A contract can be extended for not more than an

additional twenty-four (24) month period.

6. PROPOSAL FORMAT AND CONTENT

See Attachment A for format, and the Budget Worksheets that are available for download from the webpage of the RFP solicitation notice.

7. EVALUATION CRITERIA AND CONTRACTOR SELECTION

Proposals will be ranked by an evaluation committee consisting of a quorum of the Legacy Land Conservation Commission and the Contract Administrator. Grant awards will be made to the responsible Offeror(s) whose proposal(s) is/are determined to be the most advantageous to the State based on the evaluation priorities and criteria listed in this section.

Priorities:

(1) Lands having exceptional value due to the presence of:

- (A) Unique aesthetic resources;
- (B) Unique and valuable cultural or archaeological resources; or
- (C) Habitats for threatened or endangered species of flora, fauna, or aquatic resources;

(2) Lands that are in imminent danger of development;

(3) Lands that are in imminent danger of being modified, changed, or used in a manner to diminish its value;

(4) Lands providing critical habitats for threatened or endangered species that are in imminent danger of being harmed or negatively impacted;

(5) Lands containing cultural or archaeological sites or resources that are in danger of theft or destruction; and

(6) Lands that are unique and productive agricultural lands.

Criteria	Max # of points
(1) Completeness of the OMM grant application.	5
(2) Operation, maintenance, and management of land having a value as a resource to the State for the preservation of the following: (A) Watershed protection; (B) Coastal areas, beaches, and ocean access; (C) Habitat protection (D) Cultural and historical sites; (E) Recreational and public hunting areas; (F) Parks; (G) Natural areas; (H) Agricultural production; and (I) Open spaces and scenic resources;	10
(3) Linkage of protected acreage of similar resources;	5
(4) Cost of proposed operations, maintenance, and management activities;	10
(5) Proportion of matching funds being leveraged;	5
(6) Urgency of need for proposed operations, maintenance, or management activities;	10
(7) Feasibility of achieving proposed objectives;	5
(8) Short-term and long-term efficacy of proposed actions;	5
(9) Community support for the proposed activities;	5
(10) Feasibility of mitigating any environmental hazards;	5
(11) Role and necessity of the proposed activities in: (A) Achieving the protection, maintenance, or restoration of resources at risk, or (B) In providing for greater public access and enjoyment;	20
(12) Status and adequacy of management planning;	5
(13) Presence and role of activity in existing plans or the ability of organization to implement any planning activities that are funded;	5
(14) Benefit of the proposed activity to the region.	5
TOTAL NUMBER OF POINTS	100

8. MONITORING

Any time prior to the disbursement of management grant funds to an awardee, the department may require status reports from the awardee regarding the completion of the awardee's commitments under the grant agreement. Awardee shall respond to any such requests from the department within sixty days. Site visits may be requested by the Contract Administrator, to be coordinated with the Grantee.

1. Quarterly Narrative Report (See Attachment B for format)

Quarterly reports are due one month after the end of each quarter in which work is performed. For example, if work begins July 1, 2024, the first report is due October 30, 2024.

- **October 31, 2024**
- **January 31, 2025**
- **April 30, 2025**
- **July 31, 2025**

2. Final Narrative Report (See Attachment C for format)

The Final Narrative Report is due at the end of the project period or with the final invoice. The final 10% payment cannot be made until an adequate Final Report is received. Final Reports will be made available to the public.

9. COMPENSATION AND PAYMENT

For management grant payments, incremental payments shall be made to the awardee on a quarterly basis, upon receipt of reports that meet the requirements of the grant agreement. Reimbursement shall be the default method of payment. Requests for advance payment shall be made using a form supplied by the department. The department may deny advance payments for any reason. The department may withhold any portion of the payment until all commitments are verified as complete to the satisfaction of the department.

Invoices need to contain the following:

- **Contract or Purchase Order (PO) number**
- **Service period**
- **The statement "This is an original invoice"**
- **An original signature in blue ink**

The final invoice must be marked as "Final." Please check with your individual fiscal officer to confirm internal deadlines for invoices. All final invoices need to be accompanied by the Certificate of Vendor Compliance from Hawaii Compliance Express.

Send or deliver invoices to:

David Penn, Program Specialist
Division of Forestry and Wildlife, Department of Land and Natural Resources
1151 Punchbowl Street, Room 325
Honolulu, HI 96813

SPECIAL PROVISIONS

1. SCOPE. All proposals shall be in accordance with this RFP, including the special provisions in this section, the Scope of Work specified herein, and the General Conditions (GC), included by reference and available at <http://spo.hawaii.gov/wp-content/uploads/2014/02/103D-General-Conditions.pdf>

2. RESPONSIBILITY OF OFFERORS. Pursuant to §103D-328, HRS, selected Offeror shall be required to submit evidence of tax clearance by providing a Hawaii Compliance Express certificate dated within one month of the notice of award. Please see <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 §103D-310(c), HRS, 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). This certificate will also indicate compliance with the Hawaii State Department of Labor and Industrial Relations (DLIR) regulations.

Compliance with Sections 103D-310(c)(1) and (2), HRS. The Hawaii Compliance Express Certificate also shows compliance with the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG).

Timely Submission of all Certificates. The above certificate should be applied for and submitted to DOFAW 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 Hawaii Compliance Express Certificate for final payment on the contract.

3. OFFEROR QUALIFICATIONS. Offeror shall meet all of the qualifications required by this RFP. Failure to meet the qualifications as specified will likely have an adverse effect on Offeror's proposal evaluation.

4. TERM OF CONTRACT. Successful Offeror 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 FY2024 period starting on the official commencement date of the Notice to Proceed. The contract may be extended for up to twenty-four (24) 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, Jon Brito, (808) 357-9656, or authorized representative, is designated the Contract Administrator.

6. OVERVIEW OF THE RFP PROCESS.

- a) The RFP is issued pursuant to Subchapter 6 of HAR Chapter 3-122, implementing HRS Section 103D-303.
- b) The procurement process begins with the issuance of the RFP and the formal response to any written questions or inquiries regarding the RFP. Changes to the RFP will be made only by Addendum.
- c) Proposals shall not be opened publicly but shall be opened in the presence of two (2) or more procurement officials. The register of proposals and Offerors' proposals shall be open to public inspection after posting of the award. All proposals and other material submitted by Offerors become the property of the State and may be returned only at the State's option.
- d) The Legacy Land Conservation Commission and the Contract Administrator 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.
- f) If during discussions there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate such clarification or change. Addenda to the RFP shall be distributed only to priority listed Offerors who submit acceptable or potentially acceptable proposals.
- g) The evaluation committee will make its recommendation. Subject to approval from the Board of Land and Natural Resources, the Procurement Officer will award the contract to the Offeror(s) whose proposal is determined to be the most advantageous to the State taking into consideration price and the evaluation factors.
- j) The contents of any proposal shall not be disclosed during the review, evaluation, discussion, or negotiation process. Once award notice is posted, all proposals, successful and unsuccessful, become available for public inspection. Those sections that the Offeror and the State agree are confidential and/or proprietary should be identified by the Offerors 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 RFP. The Procurement Officer or an evaluation committee will conduct a comprehensive, fair and impartial evaluation of proposals received in response to the RFP.
- l) The RFP, any addenda issued, and the successful Offeror'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 Contract Administrator of this RFP should be so advised in writing and provided with justification to support confidentiality claim. Price is not considered confidential and will not be withheld. An Offeror 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. REQUIRED REVIEW. Offeror shall carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable matter **must be made in writing and submitted to the Department of Land and Natural Resources, Division of Forestry and Wildlife prior to the deadline for written questions as stated in the RFP Schedule and Significant Dates**. This will allow issuance of any necessary corrections and/or amendments to the RFP. It will help prevent the opening of a defective solicitation and exposure of Offeror's proposal upon which award could not be made. Any exceptions taken to the terms, conditions, specifications, or other requirements listed herein, must be listed in the Exceptions section of the Offeror's proposal, if the exception is unresolved by the Proposal due date.

9. QUESTIONS PRIOR TO OPENING OF PROPOSALS. All questions must be submitted in writing and directed to David Penn, Division of Forestry and Wildlife, legacyland@hawaii.gov. The State will respond to written questions by the date indicated in the RFP Schedule and Significant Dates, or as amended.

10. CANCELLATION OF RFP AND PROPOSAL REJECTION. The State reserves the right to cancel this RFP 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.

11. OFFER ACCEPTANCE PERIOD. The State's acceptance of offer, if any, will be made within one-hundred and twenty (120) calendar days after the opening of proposals. Prices or commissions quotes by the Offeror shall remain firm for a one-hundred and twenty (120) day period.

12. PROPOSAL AS PART OF THE CONTRACT. This RFP and all or part of the successful proposal will be incorporated into the contract.

13. CONTRACT MODIFICATIONS - UNANTICIPATED AMENDMENTS. During the course of this contract, the Contractor 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 Contractor a written description of the additional work and request the Contractor 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 and Contractor personnel authorized to sign contracts on behalf of the Contractor. The Contractor will not commence additional work until a signed contract modification has been issued.

14. 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 Awards, Notices and Solicitations (PANS), which is available on the SPO website: <http://spo.hawaii.gov/for-vendors/contract-awards/awards>. 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.

15. 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 Contractor in connection with this contract, the Contractor, shall pay all costs and expenses incurred by or imposed on the State, including attorneys' fees.

16. SUBMISSION OF PROPOSAL. The submission of a proposal shall constitute an incontrovertible representation by the Offeror of compliance with every requirement of the RFP, and that the RFP 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 Offeror must:

- (1) Examine the solicitation documents thoroughly. Solicitation documents include this RFP, any attachments, plans referred to herein, and any other relevant documents or web links.
- (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.

17. PROPOSAL PREPARATION

a) **TRANSMITTAL AND OFFER FORM.** Proposals shall be submitted using Offeror'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. **This offer will be submitted via electronic submission to a specific folder within the State of Hawaii computer system, however, once the intent to award has been sent to an Offeror, the Offeror must submit the complete original copy and it must be received at the Division of Forestry and Wildlife, 1151 Punchbowl Street, Room 325, Honolulu, HI 96813 within five (5) working days.** 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 Offeror's intent to be bound.

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

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 4% rate and the applicable

use tax at the current 1/2% rate. 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, Offeror 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 Offeror's tax-exempt price offer submitted in response to an IFB shall 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.

e. **Original Proposal and Copies to be Submitted**. Offeror shall submit one (1) original proposal to the folder assigned for that proposal within the State computer network.

f. Costs for developing the Proposal are solely the responsibility of the Offeror, whether or not any award results from this solicitation. The State of Hawaii will not reimburse such costs.

g. All proposals become the property of the State of Hawaii.

h. Copies of documents transmitted by Offerors via facsimile machines shall be limited to the modifications or withdrawal of an offer pursuant to HAR Sections 3-122-108 and 3-122-28, respectively.

18. SUBMISSION OF PROPOSAL. Offers shall be received in folder assigned for a proposal within the State computer network no later than the date and time stated in Significant Dates, as amended. Timely receipt of offers shall be evidenced by the date and time registered by the State of Hawaii computer network clock. Offers received after the deadline shall be returned unopened.

19. PRICING. Pricing shall include labor, materials, supplies, all applicable taxes, **except the GET, currently 4%, 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.**

20. 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 Offeror's proposal, it shall be provided within four (4) business days.

21. PROPOSAL OPENING. Proposals will be opened at the date, time, and place specified, or as amended. Proposals shall not be opened publicly but shall be opened in the presence of two or more procurement officials. The register of proposals and Offeror's proposals shall be open to public inspection after all parties sign the contract.

22. EVALUATION OF PROPOSALS. A quorum of the Legacy Land Conservation Commission and the Contract Administrator shall evaluate proposals as committee. The evaluation will be based solely on the evaluation criteria set out in Section 8 of this RFP. Proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable. 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 such discussions. The objective of these discussions is to clarify issues regarding the Offeror's proposals before the best and final offer, if necessary. If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may rank the proposals and limit the priority list to the responsive, responsible Offerors who submitted the highest-ranked proposals.

23. DISCUSSION WITH PRIORITY LISTED OFFERORS. Discussions by the committee may be conducted with priority listed Offerors pursuant to HAR §3-122-53, to discuss their proposal and ensure thorough, mutual understanding. However, proposals may be accepted without such discussions. The State in its sole discretion shall schedule the time and location for these discussions, normally within the timeframe indicated in the RFP schedule.

24. CANCELLATION OF RFP AND PROPOSAL REJECTION. The State reserves the right to cancel this RFP 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 §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 Offeror in the event this RFP is cancelled, or a proposal is rejected.

25. 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 RFP and will not affect the proposal evaluation.

26. CONTRACT EXECUTION. Successful Offeror 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.

27. PAYMENT. Incremental payments shall be made to the awarded Contractor upon receipt of reports that meet the expectations of the RFP. The receipt of reports shall be due based on the timeline submitted by the Contractor in the proposal, or as amended. HRS §103-10, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make a 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 in the budget section of the proposal.**

28. AWARD - Method of Award. The award will be made to the responsive, responsible Offeror(s) whose proposal(s) is/are determined to be the most advantageous to the State based on the evaluation criteria. **Responsibility of Offeror(s).** Reference HRS Chapter 103D-310(c). Contractor is required to submit a "Certificate of Vendor Compliance" after the Notice of Award is received and before a contract can be processed. Businesses can register online at <http://vendors.ehawaii.gov>. **Final Payment Requirements.** Contractor is required to submit a "Certificate of Vendor Compliance" with the invoice for final payment on the contract. 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.

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

30. 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.

31. 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.

32. 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.

33. 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.

34. CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS. It has been determined that funds for this contract have been appropriated by a legislative body. Therefore, Offeror, if awarded a contract in response to this solicitation, agrees to comply with HRS §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.

35. 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. Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled, or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as

provided in HAR §3-122-95 through §3-122-97. 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 Offeror or the Contractor to the State shall be subject to the Uniform Information Practices Act, HRS Chapter 92F. The Offeror shall designate in writing to the Procurement Officer those portions of its un-priced offer or any subsequent submittal that are trade secrets or other proprietary data that the Offeror desires to remain confidential, subject to HAR §3-122-58, in the case of an RFP, or HAR §3-122-30, in the case of an IFB. The Offeror shall state in its written communication to the Procurement Officer, the reason(s) for designating the material as confidential, for example, trade secrets. The Offeror shall submit the material designated as confidential in such manner that the material is readily separable from the offer in order to facilitate inspection of the non-confidential portion of the offer. Price is not confidential and will not be withheld. In addition, in the case of an IFB, makes and models, catalogue numbers of items offered, deliveries, and terms of payment shall be publicly available at the time of opening 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 Offeror 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 Offeror. Prospective Offeror 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 Offeror to submit answers to questions regarding facilities, equipment, experience, personnel, financial status or any other factors relating to the ability of the Offeror 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.

ATTACHMENT A – FISCAL YEAR 2024 PROPOSAL FOR LLCP OMM GRANT

SCOPE OF WORK – NARRATIVE

1) Background on property and current management to date (200 words maximum).

2) Description of proposed activities and justification of need (500 words maximum).

3) List of deliverables and timeframe for completion (500 words maximum).

4) Maps: Insert maps for on the ground actions showing the specific location where all proposed activities listed in Scope of Work will take place. More than one Scope of Work item can be combined in a single map if it is legible and clear where all actions will take place. Include property ownership, and TMK numbers on all maps.

BUDGET (Use worksheets downloaded from the webpage for this solicitation)

Prior to a distribution of grant funds—except for a distribution of an approved advance payment— an applicant shall supply evidence of actual costs and expenditures, including documentation demonstrating that a reasonable price was secured for a good or service, to the satisfaction of the department.

1) Eligible Expenditures

a) For management grants, eligible expenditures of grant funds shall be limited to the following:

- i) Equipment;
- ii) Maintenance and repair;
- iii) Materials and supplies;
- iv) Professional services to prepare a management plan; and
- v) Professional services to prepare an environmental assessment.

2) Matching Funds

a) Where the awardee of a management grant is a county agency or a nonprofit land conservation organization, the awardee must provide additional matching funds of at least **twenty-five per cent (25%)** of the total project costs. Matching funds may be in the form of:

- i) Direct moneys;
- ii) A combination of public and private funds;
- iii) Land value donation;
- iv) In-kind contributions; or
- v) Any combination of the above.

b) A qualifying entity shall supply evidence of matching funds to the satisfaction of the department prior to distribution of the grant, except for distribution of an approved advance payment.

c) For management grants, matching funds costs shall be determined by the department and limited to the following:

- i) Equipment;
- ii) Maintenance and repair;
- iii) Materials and supplies;
- iv) Professional services to prepare a management plan; and
- v) Professional services to prepare an environmental assessment.

d) A qualifying entity shall supply evidence of matching funds sources and expenditures to the satisfaction of the department prior to a distribution of grant funds, except for distribution of an approved advance payment.

e) Matching fund expenditures must be reasonable and necessary for accomplishing project objectives and the purpose of the program.

f) A qualifying entity must demonstrate the basis and method for valuation of in-kind contributions. Donated services must be provided by skilled professionals. In-kind contributions must be an integral and necessary part of the approved project.

g) In a case where the actual total project cost at time of payment is less than the estimated total project cost stated in the project application, the department shall require an awardee to maintain the same proportion of matching funds to awarded funds that is set forth in the project application.

LLCP 2024 Proposed Budget

Use worksheets downloaded from the webpage for this solicitation).

What entities are providing the matching funds and what is the status (secured; pledged; pending, e.g. application submitted; aspirational) (150 words maximum)?

How much of budget is requested as an advance payment (if any?) and why is an advance requested (150 words maximum)? Any approved advances shall be limited to fifteen per cent of the approved award, or the minimum amount needed, whichever is less. An Awardee must demonstrate that the requested advance funds are urgently needed to protect, restore, or maintain resources at risk.

Attachment B
Quarterly Report Template

Quarterly Narrative Report
[Name of Grantee]

Submitted on [Date]

Grant Information

Report Period: FY Q

Award Amount: \$

Contract/PO#:

Quarterly Report

1. Tasks completed during the quarter
 - a. Share any notable milestones or accomplishments
2. Tasks not completed during the quarter
 - a. Explain why certain deliverables were not fulfilled. Indicate where, what, why
3. Any revision to proposed deliverables or budget?
 - a. If a budget change is requested, please reference the Budget Change Request Guidelines
4. Upcoming projects that require special attention
 - a. i.e.: Prepping compliance docs for a new fence, etc.

**Attachment C
Final Report Template**

Final Narrative Report
[Name of Grantee]
Submitted on [Date]

Grant Information

Report Period:

Award Amount: \$

Contract/PO#:

Final Report

Proposed Goal:

Explain what you did to accomplish each goal. Were you able to accomplish your goals? What challenges did you encounter, etc.?

Tell me your program's biggest accomplishment during the project period (1-2 sentences).

Include photos.

Include any additional information (updates on staffing, etc.)

FREQUENTLY ASKED QUESTIONS
(Additional FAQ will be posted as Addenda to the RFP)

Ranking

The Evaluation Criteria for this RFP does not consider advance payment requests to an awardee. Please refer to Evaluation Criteria.

Matching Funds

Minimum match for a county or a nonprofit land conservation organization is 25% of total project costs. Please note that the eligible project costs, including matching funds, are limited to those specified in Chapter 13-140, Hawaii Administrative Rules, only, available at <https://dlnr.hawaii.gov/ecosystems/llcp/statutes-rules>. Please see RFP Budget Instructions and Budget Worksheets in the RFP.

- In-kind Match
The costs of in-kind services that are provided as matching funds are limited only to those listed on Page 19, Item 2)c). The avoided cost of a volunteer performing work as a skilled professional that is an integral and necessary part of the approved project and falls within the categories eligible for matching funds is eligible as matching funds.
- Indirect Cost
Overhead costs can be used for in-kind match if the indirect cost connects with an eligible category of matching funds. Please see RFP Budget Instructions and Budget Sheet in the RFP.

Qualified Applicants

The owner of a property for which fee title was purchased with a LLCP land acquisition grant is qualified to apply for a management grant for the operation, maintenance, and management of that property as prescribed by rule. The holder of a conservation easement that was purchased with a LLCP land acquisition grant is qualified to apply for a management grant for which eligible expenditures of grant funds and eligible contributions of matching funds are limited to costs for monitoring the easement (monitoring equipment and materials and supplies; maintenance and repair thereof) and for professional services to prepare a management plan, if a management plan is required by the Board of Land and Natural Resources or by the grant of conservation easement.