

State of Hawai'i
DEPARTMENT OF LAND AND NATURAL RESOURCES
Division of Forestry and Wildlife
Honolulu, Hawai'i 96813

July 14, 2017

Chairperson and Members
Board of Land and Natural Resources
State of Hawai'i
Honolulu, Hawai'i

Land Board Members:

SUBJECT: REQUEST APPROVAL FOR SELECTION OF COMPETITIVE SEALED PROPOSAL PROCESS AND AUTHORIZE THE CHAIRPERSON TO AWARD AND EXECUTE A CONTRACT FOR IMPLEMENTATION AND LONG TERM MANAGEMENT OF A PREDATOR-FREE FENCE ENCLOSURE AND SEABIRD SOCIAL ATTRACTION SITE (SAS) FOR THE KAUAI SEABIRD HABITAT CONSERVATION PLAN (KSHCP) ON KAUAI.

SUMMARY:

The Division of Forestry and Wildlife (DOFAW) requests that the Board of Land and Natural Resources (BLNR) approve the issuance of a Request for Proposals (RFP) under the competitive sealed proposal process, and authorize the Chairperson to award and execute a contract for the implementation and long term management of a two hectare predator proof fence enclosure, predator eradication within the fence site, and establishment of a seabird social attraction site (SAS), which is part of the mitigation strategy for the Kauai Seabird Habitat Conservation Plan (KSHCP). The fence site will be located on the rim of the Kalalau Valley, on the border Kokee and Napali Coast State Parks.

BACKGROUND:

The Kaua'i Seabird Habitat Conservation Plan (KSHCP) was developed to provide an island-wide conservation program to support the use of wildlife-friendly night-time lights and to mitigate for unavoidable incidental take impacts to listed seabirds due to light attraction. The seabirds covered in the KSHCP include the Newell's Shearwater, Hawaiian Petrel and the Band-rumped Storm-petrel. The KSHCP is a form of a general conservation plan (GCP) as defined in USFWS policy. It was developed to support incidental take permit (ITP) and incidental take license (ITL) applications from multiple, qualifying non-Federal entities that have the potential for causing unavoidable take or harm to Kaua'i's listed seabirds.

The KSHCP document, including a detailed Management Plan, and specifics on how the HCP will be implemented, is undergoing final agency review, and this document is scheduled to begin the public review process in October 2017. This will include a draft Environmental Assessment (EA). In addition, all permits needed for fence construction and associated conservation activities will be secured prior to the start of contracted work sought in this RFP. Issuance of final HCP permits is anticipated to occur by April 2018. Initiation of this contract will not begin until incidental take permits are issued and funds are collected from Participants. Funding is dependent on these actions occurring.

The project will be implemented in two distinct phases. Phase I is expected to occur in the first 9-12 months of the project (Year 1), and consists of pre-fence work, fence construction, predator eradication within the fence enclosure and installation of social attraction equipment. Phase 2 is long term maintenance of the fence, biosecurity, predator and seabird monitoring, ongoing barn owl control and administrative work associated with implementation (reporting, data analysis, budget, coordination). This is anticipated to last for Years 2-30 of the project. This contract will cover Years 1-2, with the option to extend for an additional 24 months. Subsequent contracts to continue with Phase 2 maintenance, ongoing conservation actions, monitoring and administrative duties is anticipated.

DISCUSSION:

Chapter 3-122-43, Hawai'i Administrative Rules (HAR), allows the Department to use the competitive sealed proposal process when the competitive sealed bidding process is not practicable or advantageous. The requirements and special conditions of the subject procurement align with several of the factors that can be used to determine that competitive sealed bidding is not practicable or advantageous (please see factors listed below). Therefore, DOFAW recommends using a competitive sealed proposal process to select a contractor for implementation and long term management of a two hectare predator proof fence enclosure, predator eradication within the fence site, and establishment of a seabird social attraction site (SAS), which is part of the mitigation strategy for the Kauai Seabird Habitat Conservation Plan (KSHCP).

HAR § 3-122-45.01 requires that, prior to the preparation of the request for proposals, a determination shall be made by the procurement officer that the procurement officer or an evaluation committee shall evaluate the proposals. An evaluation committee shall consist of at least three governmental employees with sufficient qualifications in the area of the goods, services, or construction to be procured. DOFAW recommends that an evaluation committee, consisting of the individuals listed below, evaluate the proposals to allow for best professional judgment of the most appropriate proposal for the project characteristics:

K. Yuki Reiss, DOFAW (KSHCP Coordinator)
Katherine Cullison, DOFAW (DOFAW HCP Coordinator)
James Cogswell, DOFAW (Wildlife Program Manager)
Sheri Mann, DOFAW (Kauai Branch Manager)

RECOMMENDATIONS:

That the Board, as the Department Procurement Officer, approves:

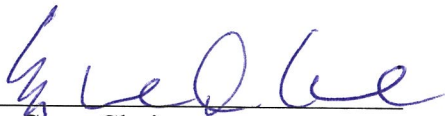
1. The use of a competitive sealed proposal procurement process for the implementation and long term management of a two hectare predator proof fence enclosure, predator eradication within the fence site, and establishment of a seabird social attraction site (SAS), which is part of the mitigation strategy for the Kauai Seabird Habitat Conservation Plan (KSHCP).
2. The use of an evaluation committee comprised of the individuals identified above to evaluate the competitive sealed proposals.
3. The authorization of the Chairperson to award and execute a contract for goods and services, subject to the availability of funds and approval as to form by the Department of the Attorney General.
4. The authorization of the Chairperson to (a) appoint evaluation committee alternates and (b) reduce the committee by one member should the need arise.

Respectfully submitted,



David Smith, Administrator
Division of Forestry and Wildlife

APPROVED FOR SUBMITTAL:



Susan Case, Chairperson
Board of Land and Natural Resources

Attachments:

1. Draft Request for Proposals

TABLE OF CONTENTS –DOFAW-KSHCP

Section 1:	Overview and Significant Dates.....	1-1
Section 2:	Scope of Work and Specifications.....	2-1
Section 3:	Proposal format, presentation, and Submission.....	3-1
Section 4:	Evaluation Criteria.....	4-1
Section 5:	Special Provisions.....	5-1
Section 6:	Appendices.....	6-1
	Offer Form OF-1	
	Offer Form OF-2	
	Wage Certificate	

SECTION 1. OVERVIEW

The Hawai'i Department of Land and Natural Resources, Division of Forestry and Wildlife seeks to fund the implementation and long term management of a 2 hc fence enclosure, predator eradication within the fence site, and establishment of a seabird social attraction site (SAS), which is part of the mitigation strategy for the Kauai Seabird Habitat Conservation Plan (KSHCP). The fence site will be located on the rim of the Kalalau Valley, on the border Kokee and Napali Coast State Parks.

A single award will be made under this RFP.

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.

Final award is subject to the availability of funds and work will likely not begin until Spring/Summer 2018.

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, such as "Proposal Due" date 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	July 17, 2017
Deadline to Submit Written Questions	July 24, 2017
State's Response to Written Questions	July 31, 2017
Proposals Due and Opened	August 17, 2017
Proposal Evaluations Completed	August 25, 2017
Estimated Contract Awards	August 31, 2017
Estimated Contract Start Date	TBD 2018

SECTION TWO: SCOPE OF WORK AND SPECIFICATIONS

2.01 Scope of Work

The Hawai'i Department of Land and Natural Resources, Division of Forestry and Wildlife seeks to fund the construction and long term management of a 2 hc fence enclosure, predator eradication within the fence site, and establishment of a seabird social attraction site (SAS), which is part of the mitigation strategy for the Kauai Seabird Habitat Conservation Plan (KSHCP). The fence site will be located on the rim of the Kalalau Valley, on the border of Kokee and Napali Coast State Parks.

The State of Hawai'i, Department of Land and Natural Resources, Division of Forestry and Wildlife (DOFAW) will be the KSHCP Implementing Entity (IE) on behalf of the Participants. DOFAW is seeking a quotation for the management of the entire HCP process, including construction of the fence, predator eradication, conservation management work, biological monitoring, budget management, annual reporting and serving as the participant / stakeholder liaison.

Background

The Kaua'i Seabird Habitat Conservation Plan (KSHCP) was developed to provide an island-wide conservation plan to support the use of wildlife-friendly nighttime lights and to mitigate for unavoidable incidental take impacts to listed seabirds due to light attraction. The seabirds covered in the KSHCP include the Newell's Shearwater, Hawaiian Petrel and the Band-rumped Storm-petrel. The KSHCP is a form of a general conservation plan (GCP) as defined in USFWS policy (USFWS 2007). It was developed to support incidental take permit (ITP) and incidental take license (ITL) applications from multiple, qualifying non-Federal entities that have the potential for causing unavoidable take or harm to Kaua'i's listed seabirds.

The KSHCP, including a detailed Management Plan, and specifics on how the HCP will be implemented, is undergoing final agency review, and this document is scheduled to begin the public review process in October 2017. This will include a draft Environmental Assessment (EA). In addition, all permits needed for fence construction and associated conservation activities will be secured prior to the start of contracted work sought in this RFP. Issuance of final HCP permits is anticipated to occur by April 2018.

Initiation of this contract will not begin until incidental take permits are issued and funds are collected from Participants. Funding is dependent on these actions occurring.

The project specifications below are separated into two distinct phases. Phase I is expected to occur in the first 9-12 months of the project (Year 1), and consists of pre-fence work, fence construction, predator eradication within the fence enclosure and installation of social attraction equipment. Phase 2 is long term maintenance of the fence, biosecurity, predator and seabird monitoring, ongoing barn owl control and administrative work associated with implementation (reporting, data analysis, budget, coordination). This is anticipated to last for Years 2-30 of the project. This contract will cover Years 1-2, with the option to extend for an additional 24 months. Subsequent contracts to continue with Phase 2 maintenance, ongoing conservation actions, monitoring and administrative duties is anticipated.

DOFAW will provide the contractor with a detailed Management Plan and documentation of goals and objectives, as well as thorough review of reports, adaptive management/changes in methodologies, and data management. Through the contract period, there will be ongoing

coordination with the KSHCP Working Group, which will be composed of representatives from DOFAW, USFWS, Participants, as well as biologist experts (KESRP).

2.02 Specifications

Minimum Qualifications

Offeror shall provide evidence of experience in managing construction of predator proof fences in the Hawaiian Islands, predator control and eradication for target species, seabird biological monitoring, and general conservation management skills (budgets, data analysis, report writing, coordination with agencies).

Requirements

Provide scientific and defensible methods to complete the Deliverables listed below for Phase 1 and 2 of the two-year contract. The methods presented in Offeror proposal must be cost effective, proven, and detailed.

2.03 Deliverables

Phase I (Year 1; 9-12 months from project start date):

- Contractor will hire sub-contractor (if necessary) to complete fence construction. Fence construction team must be willing to commit to set Best Management Practices (BMPs) to protect all resources on site (i.e. seabirds, forest birds, native vegetation).
- Work with selected fence construction crew to determine final fence alignment, sling load drop zones, final fence design.
- Pre-construction surveys as needed, including but not limited to:
 - Seabird burrow searching
 - Forest bird nest searching
 - Bat surveys
 - Plant surveys
- Monitor fence construction to ensure BMPs are followed.
- Eradicate target predators (feral pigs, goats, deer, cats, and rats) within the fence once construction is completed.
- Ongoing barn owl control to protect birds nesting in the fence enclosure, and neighboring source colonies in the Kalalau Valley.
- Predator control (cats and rats) in the 4 meter “predator defense zone” surrounding the fence enclosure.
- Installation of social attraction equipment (speaker system, solar panels). Initiate use of equipment and ensure and maintain proper functioning.
- Initial mapping and control of seabird habitat modifying invasive plants (Table 1).

Table 1: Seabird habitat modifiers

Common Name	Scientific Name
Strawberry Guava	<i>Psidium cattleianum</i>
Himalayan (Kahili) Ginger	<i>Hedychium gardnerianum</i>

Australian Tree Fern	<i>Sphaeropteris cooperi</i>
Banana Poka	<i>Passiflora tarminiana</i>
Blackberry	<i>Rubus argutus</i>
Bush Beard Grass	<i>Schizachyrium condensatum</i> , <i>Andropogon spp.</i>
Koster's curse	<i>Clidemia hirta</i>
Daisy Fleabane	<i>Erigeron karvinskianus</i>
Air Plant	<i>Kalanchoe pinnata</i>

- Year one KSHCP annual report, compiling data collected from activities described above, in addition to Participant annual reports, and any recommendations for adaptive management changes to be implemented on site.
- Coordinate and facilitate Year 1 annual meeting with KSHCP Working Group.
- Monthly progress reports shall be submitted to DOFAW and the KSHCP Working Group to document completion of tasks, problems encountered (and solutions) and any changes to anticipated timeline for deliverables.

Phase 2 (Years 2 and beyond) deliverables include:

- Ongoing maintenance of predator proof fence.
- Ongoing maintenance of social attraction equipment.
- Monitoring for predator incursions inside the fence enclosure.
- Barn owl control to protect seabirds nesting within the fence and in nearby source colonies in the Kalalau Valley.
- Predator control (cats and rats) in the 4 meter “predator defense zone” surrounding the fence enclosure.
- Seabird monitoring within fence enclosure to determine presence of ground activity, attempting breeding and/or successful breeding, using the following methods:
 - Burrow searching
 - Auditory surveys
 - Camera monitoring
 - Banding of seabirds when possible
 - Acoustic bird call monitoring (song meters)
- Continued mapping and control of seabird habitat modifying invasive plants as needed (see Table 1).
- Year 2 KSHCP annual report, compiling data collected from activities described above, in addition to Participant annual reports, and any recommendations for adaptive management changes to be implemented on site.
- Coordinate and facilitate Year 2 annual meeting with KSHCP Working Group.
- Monthly progress reports shall be submitted to DOFAW and the KSHCP Working Group to document completion of tasks, problems encountered (and solutions) and any changes to anticipated timeline for deliverables.

Monthly progress reports, annual report and documents shall be provided to DOFAW in pdf format. Contractor should expect to have to produce a draft, and final documents pending comments from DOFAW, USFWS or other members of the KSHCP Working Group.

Summary Timetable of Deliverables and Due Dates*

Table 2: Phase 1

Deliverable	Completion Date
Fence contracting; preconstruction surveys; final fence design and alignment	Must be completed prior to fence construction.
Fence construction	Must occur outside of the seabird breeding season, so construction must take place between Dec 15 2018-April 1 2019.
Predator eradication within fence enclosure	Within 3-6 months after completion of fence enclosure (prior to Oct 1, 2019)
Installation of seabird social attraction equipment	Within 1 month after completion of fence enclosure.
Barn owl control	Ongoing for the duration of the contract.
Predator control within the “predator defense zone”	Ongoing for the duration of the contract.
Mapping and initial control of invasive species	Within 2 months after completion of fence enclosure.
KSHCP Year 1 Annual Report completed	Draft by Feb 7 Final by April 1
KSHCP Year 1 Annual Meeting	First week of March
Monthly progress reports	Due on the first day of each month, for the duration of the contract.

Table 3: Phase 2 deliverables

Deliverable	Completion Date
Ongoing maintenance of predator proof fence, social attraction equipment, and predator incursion monitoring.	Checks must be completed monthly; maintenance ongoing as needed.
Barn owl control	Ongoing for the duration of the contract.
Predator control within the “predator defense zone”	Ongoing for the duration of the contract.
Mapping and ongoing control of invasive plant species	Ongoing for the duration of the contract
Seabird biological monitoring	Ongoing during the seabird season (April-December)
KSHCP Year 2 Annual Report completed	Draft by Feb 7 Final by April 1
KSHCP Year 2 Annual Meeting	First week of March
Monthly progress reports	Due on the first day of each month, for the duration of the contract.

* Due date for deliverables may be adjusted upon DLNR-DOFAW approval.

2.04 Contract Supervision

Kauai Branch Manager (Sheri Mann as of June 2017), will handle contract supervision for this project at the local level. Contract supervision with regards to budgets and HCP reports will be through DOFAW HCP Coordinator (Kate Cullison as of June 2017).

2.05 Time of Performance

Funding for this contract will derive from funds paid by KSHCP Participants. The contract shall be for a two year (24 month) period **beginning approximately April-June 2018 and ending 24 months from start time.**

Unless terminated, the contract may be extended for an additional twenty four (24) month period without the necessity of re-bidding, upon mutual agreement, in writing prior to expiration provided that the contract price for the extended period shall remain the same or lower than the original bid price.

2.06 Payment

Payment will be made upon satisfactory completion of the work, pursuant to the agreed upon payment schedule. If an advance payment is requested it must be stated in the budget section of the proposal. The payment schedule must provide for a final payment no less than 20% of the overall cost.

SECTION THREE: PROPOSAL FORMAT, PREPARATION, CONTENT AND SUBMISSION

3.01 Introduction

One of the objectives of this RFP is to make proposal preparation easy and efficient, while giving Offerors ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective. When an Offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Offeror has identified as necessary to successfully complete the obligations outlined in this RFP.

Proposals must provide all of the information requested in this RFP in the order specified:

1. Include signed Offer Form OF-1 to confirm that the Offeror shall comply with the requirements, provisions, terms, and conditions specified in this RFP. OF-1 shall include the complete name and address of Offeror's firm and the name, mailing address, telephone number, fax number and email of the person the State should contact regarding the Offeror's proposal.
2. If subcontractor(s) will be used, append a statement to the OF-1 from each subcontractor, signed by an individual authorized to legally bind the subcontractor and stating:
 - a. The general scope of work to be performed by the subcontractor;
 - b. The subcontractor's willingness to perform scope of work for the indicated price.
3. Proposal including an overall strategy, activities, deliverables, projected timeline, budget and qualifications (3.02).
4. Qualifications
5. Pricing. See Section Six, Appendices, Offer Form OF-2.
6. Exceptions - Offeror shall list any exceptions taken to the terms, conditions, specifications, or other requirements listed herein. Offeror shall reference the RFP section where exception is taken, a description of the exception taken, and the proposed alternative, if any.

3.02 Proposal

Offeror shall submit a proposal that describes in detail the Offeror's ability and availability of services to meet the goals and objectives of this RFP as stated in **Section 2 SCOPE OF WORK AND SPECIFICATIONS**. Proposal should include an overall strategy, timeline, and plan for the work proposed.

Describe the activities and deliverables. At minimum, the proposal shall include the following information:

- Proposed scope of work, to include a description of the methods used and the anticipated review process.

- An estimate of the labor effort required to complete the scope of work as proposed.
- A detailed timeline for deliverables.
- Subcontractors to be used to complete the scope of work as proposed and a clear explanation of their role.
- Description of the deliverables to be provided.
- Work schedule and estimated date of completion.
- Any assumptions on which the proposal is based.
- Budget, which includes a breakdown into categories to include at minimum labor and direct expenses, the cost associated with identified milestones, and the total overall proposed cost.
- Proposed payment schedule. The payment schedule should request no more than 10% of the cost up-front and should reflect a final payment that represents at least 20% of the total cost. Final payment will not be made until completion of the project and acceptance of the work by the State.

3.03 Qualifications

Describe the qualifications of the Offeror, including the number of years experience conducting similar work in Hawai'i , especially regarding experience on Kauai and experience with seabird biology projects, including fencing in particular. In addition, please identify any subcontractors to be used and describe their experience. Failure to identify subcontractors will prevent their use during implementation of the contract. Finally, please identify the person who will act as the primary contact for this project. At minimum, qualification shall include the following information:

- Examples of at least two previous projects (name, location) of similar size and complexity.
- List of at least three (3) references from the Offeror's client listing that may be contacted by the State as to the Offeror's past and current job performance. Offeror shall provide names, titles, organizations, telephone numbers, email and postal addresses.
- List of a list of staff and/or subcontractors by position title involved in completing the scope of work as proposed and a short summary of their qualifications and experience, including a description of their qualifications and experience working on wildlife management projects in the Hawai'i archipelago and on Kauai.
- Provide a summary listing of judgments or pending lawsuits or actions against; adverse contract actions, including termination(s), suspension, imposition of penalties, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations against your firm. If none, so state.

3.04 Pricing

Refer to Section Six, Appendices, for Offer Form OF-2.

3.05 Submittal

One (1) original proposal needs to be submitted. Proposals should be typed, on one-side of paper, using 12-point font.

In addition, submit one (1) electronic copy of proposal on a CD or flash drive in pdf format.

If proprietary data or information is included in proposals, please identify separately in notation with "Proprietary Information." Unless otherwise identified, for all applicants, please note that

your proposal becomes a public document and available for public inspection once awards are posted.

Sealed proposals must be received by the date and time listed on the cover page of this RFP at the Division of Forestry and Wildlife, 1151 Punchbowl St, Room 325. Honolulu, HI 96813, as evidenced by the DOFAW time stamp clock.

The envelope shall state somewhere on the outside the following: "DOFAW-KSHCP enclosed."

Please be aware that proposals sent by the US Postal Service are not delivered directly to room 325 and this may cause a delay in receipt by DOFAW with your proposal reaching the office after the deadline causing automatic proposal rejection. Anything received after the date and time listed on the cover page of this RFP will not be considered and will be returned to the applicant unopened. There are no exceptions. All materials submitted from all applicants by the due date become the property of DOFAW and will not be returned.

An applicant may withdraw his/her proposal by submitting a written request to DOFAW any time prior to the date and time listed on the cover page of this RFP. DOFAW reserves the right to accept or reject any or all proposals.

SECTION FOUR: EVALUATION CRITERIA

Evaluation Criteria

The award will be made to the responsive, responsible Offeror whose proposal is determined to be the most advantageous to the State based on the below evaluation criteria.

All complete proposals submitted before the deadline will be considered. All proposals will be selected on a competitive basis, based on the evaluation criteria identified, and reviewed by an evaluation committee familiar with the KSHCP. For those proposals listed as “priority listed offerors” pursuant to section 3-122-53, the RFP administrator may contact the Offeror with any clarifying questions regarding the proposal (however, proposals may also be accepted without discussion).

The evaluation process is designed to award the contract not necessarily to the Offeror with the lowest price but rather to the Offeror that will provide the highest quality product. Evaluation criteria reflect both the purpose and priorities for the accomplishment of the project: completion of a strategic management plan, Environmental Assessments, and related regulatory compliance documents for the Kanaio Game Management Area Project.

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS CONTRACT IS 100

1. Technical capability and approach for meeting performance requirements (35 points)

The evaluation committee will review the description of the methods and approach the Offeror intends to use to implement and management a 2 hc fence enclosure, predator eradication within the fence site, and establish a seabird social attraction site (SAS):

- Presents scientifically credible, feasible and cost effective methods and strategies to complete the tasks required for both Phase 1 and Phase 2 of project implementation;
- Demonstrates (through prior experience) that Offeror has both knowledge and resources to implement the project;

2. Managerial capability: Previous experience and expertise (40 points)

Has the Offeror met or exceeded minimum qualifications?

Has the Offeror provided information demonstrating their experience and expertise in similar work, both in the Hawai'i archipelago and the island of Kauai?

3. Pricing (15 points)

- Reasonableness (i.e., does the proposed pricing accurately reflect the Offeror's effort to meet requirements and objectives)
- Affordability
- 5 of the 15 points allocated to pricing shall be allocated to cost.

The proposal offering the lowest cost will be automatically allocated 5 points. The number of points assigned to other proposals will be determined using the following formula:

$$\frac{\text{Lowest price (\$) x 5 points (maximum)}}{\text{Offeror's proposal (\$)}} = \text{points}$$

4. Best value factors: Understanding of Project as outlined (10 points)

Has the Offeror demonstrated an understanding of the project and the project area, including an understanding of the deliverables the State expects it to provide and the challenges involved in working on this type of seabird social attraction project?

SECTION FIVE: SPECIAL PROVISIONS

Terms and Acronyms Used Herein

Procurement Officer	=	The contracting officer for the State of Hawai'i Department of Land and Natural Resources.
State	=	All agencies, including schools, participating in this agreement.
DLNR	=	Department of Land and Natural Resources of the State of Hawai'i, located at 1151 Punchbowl Street, Honolulu, Hawai'i 96813.
DOFAW	=	The Division of Forestry and Wildlife, within the Department of Land and Natural Resources of the State of Hawai'i , located at 1151 Punchbowl Street, Room 325, Honolulu, Hawai'i 96813.
SPO	=	State Procurement Office of the State of Hawai'i, located at 1151 Punchbowl Street, Room, 416, Honolulu, Hawai'i 96813; P. O. Box 119, Honolulu, Hawai'i 96810-0119.
Bidder or Offeror	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a proposal for the good, service, or construction contemplated.
GET	=	General Excise Tax
GIS	=	Geographic Information System
HRS	=	Hawai'i Revised Statutes
HAR	=	Hawai'i Administrative Rules
IFB	=	Invitation for Bids
LF	=	Linear Foot
RFP	=	Request for Proposals

5.01 Scope

The completion of compliance shall be in accordance with these Special Provisions, the attached Specifications, and the General Terms and Conditions developed by the Attorney General's office, included by reference and available from DOFAW, 1151 Punchbowl St., Rm. 325, Honolulu, HI 96813 or <http://www4.hawaii.gov/StateForms/Internal/ShowInternal.cfm>.

5.02 Certificate of Independent Cost Determination

By submission of a proposal in response to this RFP, Offeror certifies as follows:

- A. The costs in this RFP have been arrived at independently, without consultation, communication, or agreement with any other Offeror, as to any matter relating to such costs for the purpose of restricting competition.
- B. Unless otherwise required by law, the cost which have been quoted in this RFP have not been knowingly disclosed by the Offeror prior to award, directly or indirectly, to any other Offeror or competitor prior to the award of the contract.
- C. No other attempt has been made or shall be made by the Offeror to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

5.03 Responsibility of Offerors

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §103D-310(c), HRS:

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.

5.04 Offeror Qualifications

Offeror shall meet all of the qualifications required by this RFP. Failure to meet the qualifications as specified in Section 2, Minimum Qualifications, will likely have an adverse affect on Offeror's proposal evaluation.

5.05 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 a twenty four (24) month 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 prior written notice.

5.06 Contract Administrator

For the purpose of this contract, James Cogswell of the Division of Forestry and Wildlife is the designated Contract Administrator. Mr. Cogswell can be reached by telephone at 808-587-4187, or email at James.Cogswell@hawaii.gov.

5.07 DOFAW Project Representative

For purpose of this contract, K. Yuki Reiss, of the Division of Forestry and Wildlife, is the designated Project Representative. Mr. De Mattos can be reached by telephone at 808-245-9160 or email at kyreiss@hawaii.edu.

5.08 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 Procurement Officer, or an evaluation committee selected by the Procurement Officer, shall evaluate the proposals in accordance with the evaluation criteria in Section Four. The proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable.

e. Proposals will be accepted on evaluation without discussion.

f. The contents of any proposal shall not be disclosed during the review, evaluation, discussion, or negotiation process. Once the 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.

g. 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.

h. 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 Hawai'i.

5.09 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 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).

5.10 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 should be received by the DLNR-DOFAW prior to the deadline for written questions as stated in the RFP Schedule and Significant Dates, Section 1.** 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.

5.11 Questions Prior to Opening of Proposals

All questions must be submitted in writing on or before the date listed in Section One: RFP Schedule and Significant Dates. Inquiries received after this date will be answered at the discretion of the State. Questions should be directed to the Project Representative, K. Yuki Reiss, either via U.S. Postal Service, facsimile (808) 245-9196 or e-mail to: kyreiss@hawaii.edu. The State will respond to written questions by the date indicated in Section One, RFP Schedule and Significant Dates, or as amended.

Changes or additions to this RFP will be made by way of Addendum. Addendum shall be issued at least three (3) working days prior to proposal opening date.

5.12 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.

5.13 Offer Acceptance Period

The State's acceptance of offer, if any, will be made within sixty (60) calendar days after the opening of proposals. Prices or commissions quotes by the Offeror shall remain firm for a sixty (60) day period.

5.14 Proposal as Part of the Contract

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

5.15 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 DLNR-DOFAW 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.

5.16 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, DLNR - Division of Forestry and Wildlife, 1151 Punchbowl St, Room 325. Honolulu, HI 96813.

5.17 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 Hawai'i. 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, Hawai'i.

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.

5.18 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;
- (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.

5.19 Proposal Preparation

- a. **OFFER FORM, page OF-1.** See Appendices. 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 Offer Form page OF-1. 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 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 Hawai'i 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 marked "ORIGINAL". DO NOT SUBMIT MORE THAN ONE ORIGINAL.

In addition, submit one (1) electronic copy of proposal on a CD in pdf format.

Proposals should be typed, on one-side of paper, using 12-point font. Offeror is cautioned that illegible offers of any item(s) may be automatically rejected to avoid any errors in interpretation by the reviewers during the evaluation process.

- 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 Hawai'i will not reimburse such costs.
- g. All proposals become the property of the State of Hawai'i.
- 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.

5.20 Submission of Proposal

Sealed proposals must be received no later than the date and time stated on the cover page of this RFP. The envelope shall state somewhere on the outside the following: "DOFAW-KSHCP enclosed."

Offers shall be received at the Division of Forestry and Wildlife, 1151 Punchbowl St, Room 325. Honolulu, HI 96813. Timely receipt of offers shall be evidenced by the date and time registered by

the DOFAW time stamp clock. Offers received after the deadline shall be returned unopened.

If the Offeror chooses to deliver its offer by United States Postal Service (USPS), please be aware that the USPS does not deliver directly to the DOFAW, but to a central mailroom. This may cause a delay in receipt by the DOFAW and the offer may reach the DOFAW after the deadline, resulting in automatic rejection.

5.21 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.

5.22 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.

5.23 No Multiple or Alternate Offers

Multiple or alternate offers from the same Offeror will not be accepted. An Offeror may submit only one offer in response to a solicitation. If an Offeror submits more than one offer in response to a solicitation, than all such offers shall be rejected. Similarly, an Offeror may submit only one offer for each line item (if any) of a solicitation. If an Offeror submits more than one offer per line item, then all offers for that line shall be rejected.

5.24 Proposal Opening

Proposals will be opened at the date, time, and place specified in Section One, 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.

5.25 Evaluation of Proposals

The Procurement Officer, or an evaluation committee of at least three (3) qualified state employees selected by the Procurement Officer, shall evaluate proposals. The evaluation will be based solely on the evaluation criteria set out in Section Four 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 three responsive, responsible Offerors who submitted the highest-ranked proposals.

Disqualification of Proposals

DOFAW reserves the right to consider as acceptable only those proposals submitted in accordance with the requirements set forth or referenced in this RFP and which demonstrate an understanding of the issues involved and scope of services requested. Any proposals not meeting the guidelines and information requirements outlined or offering terms and conditions contrary to those included in this RFP may be rejected without further consideration. Additional grounds for disqualification include:

- Offeror's being in arrears on existing contracts with the State or having defaulted on previous contracts
- Delivery of the proposal after the time specified on the cover page of this RFP
- Proposal does not comply with the applicable laws, or contains provisions contrary to the applicable law
- Proposal is conditional, incomplete, or irregular in such a way as to make the proposal incomplete, indefinite, or ambiguous to its meaning
- Handwritten proposals

5.26 Discussion with Priority Listed Offerors

Priority listed Offerors shall have a discussion with the evaluation committee to discuss their proposal to ensure thorough, mutual understanding. The State in its sole discretion shall schedule the time and location for these discussions, normally within the timeframe indicated in Section One.

5.27 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.

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.

5.28 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.

5.29 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 Hawai'i 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.

5.30 Liability Insurance

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself or by a subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, Contractor may require subcontractor to provide its own insurance, which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its subcontractor(s) where appropriate.

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (Occurrence form)	\$1,000,000 Combined single limit per occurrence for bodily injury and property damage. \$2,000,000 aggregate
Automobile Liability	\$1,000,000 Combined single limit per occurrence for bodily injury and property damage

Each insurance policy required by this 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 State of Hawai'i , Department of Land and Natural Resources, 1151 Punchbowl St. Rm. 325, Honolulu, HI 96814."
- B. "The State of Hawai'i is added as an additional insured as respects to operations performed for the State of Hawai'i."
- C. "It is agreed that any insurance maintained by the State of Hawai'i will apply in excess of, and not contribute with, insurance provided by this policy."

The minimum insurance required shall be in full compliance with the Hawai'i Insurance Code throughout the entire term of the contract, including supplemental agreements.

Upon Contractor's execution of the contract, the Contractor agrees to deposit with the State of Hawai'i certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

5.31 Payment

Incremental payments shall be made to the awarded Contractor upon receipt of deliverables according to the payment schedule submitted by the Contractor in the proposal, or as amended. If an advance payment is requested it must be stated in the budget section of the proposal.

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.

Invoicing

Contractor shall submit original and three copies of invoices to the following address:

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

Attention: Jason Omick

Invoices shall reference the contract number assigned to this contract.

5.32 Federal Funds as Received (Partial)

It is understood and agreed by all Offerors that as to the portion of the obligation under the contract resulting from this RFP payable out of federal funds, the contract shall be construed to be an agreement to pay the portion to the contractor only out of federal funds to be received from the federal government when the federal funds are so received and shall not be construed

as a general agreement to pay the portion at all events out of any funds other than those which are received from the federal government.

5.33 Award

Method of Award. Award, if any, shall be made to the Offeror with the best combination of attributes based upon the evaluation criteria.

A Notice of Award will be posted on the bulletin board in the DOFAW office (1151 Punchbowl Street, Room 325) and on the State Procurement Office website within sixty (60) days of the RFP close date.

Responsibility of Lowest Responsive Offeror. Reference HRS Chapter 103D-310(c). If compliance documents have not been submitted to the DOFAW prior to award, the lowest responsive Offeror shall produce documents to the procurement officer to demonstrate compliance with this section.

HRS Chapter 237 tax clearance requirement for award. Instructions are as follows:

Pursuant to §103D-328, HRS, lowest responsive Offeror shall be required to submit a tax clearance certificate issued by the Hawai'i State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. It must be valid on the date it is received by DOFAW.

The tax clearance certificate shall be obtained on the State of Hawai'i , DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawai'i or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): http://www.hawaii.gov/tax/a1_1alphalist.htm
DOTAX Forms by Fax/Mail: (808) 587-7572
1-800-222-7572

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX: (808) 587-1488
IRS: (808) 539-1573

The application for the clearance is the responsibility of the Offeror, and must be submitted directly to the DOTAX or IRS and not to DOFAW. However, the tax clearance certificate shall be submitted to DOFAW.

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

Pursuant to §103D-310(c), HRS, the lowest responsive Offeror shall be required to submit a certificate of compliance issued by the Hawai'i State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be

valid on the date it is received by DOFAW. A photocopy of the certificate is acceptable to DOFAW.

The certificate of compliance shall be obtained on the State of Hawai'i , DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form LIR#27 which is available at <http://hawaii.gov/labor/formsall.shtml>, or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to DOFAW.

The application for the certificate is the responsibility of the Offeror, and must be submitted directly to the DLIR and not to DOFAW. However, the certificate shall be submitted to DLNR-DOFAW.

Compliance with Section 103D-310(c)(1) and (2), HRS. The lowest responsive Offeror shall be required to submit a *CERTIFICATE OF GOOD STANDING* (Certificate) issued by the State of Hawai'i Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the DOFAW. A photocopy of the certificate is acceptable to the DOFAW.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at www.BusinessRegistrations.com. To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

Timely Submission of all Certificates. The above certificates 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 tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), will be required for final payment. A copy of the Form is available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" under the "Quick Links" section of the main page.

Hawai'i Compliance Express. Alternately, instead of separately applying for these certificates at the various State agencies, vendors may choose to use the Hawai'i 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 § 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 Hawai'i 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 sections previous to this one.

5.34 Subcontracting

No work or services shall be subcontracted or assigned without the prior written approval of the State. No subcontract shall under any circumstances relieve the Contractor of his/her obligations and liability under this contract with the State. All persons engaged in performing the work covered by the contract shall be considered employees of the Contractor.

5.35 Contract Invalidation

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

5.36 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.

5.37 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.

5.38 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.

5.39 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.

5.40 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 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.

5.41 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 unpriced 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.

Correctional Industries. Goods and services available through Hawai'i Correctional Industries (HCI) programs may be the same or similar to those awarded by competitive sealed bids or proposals. Agencies participating in DLNR-DOFAW requirements (price list) contracts may also procure directly from CI and shall not be considered in violation of the terms and conditions of any DLNR-DOFAW contract.

Year 2000 Compliance. All appropriate hardware, software, and systems utilized for the work specified herein shall be year 2000 compliant.

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.

Preparation of Offer. An Offeror may submit only one offer in response to a solicitation. If an Offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an Offeror may submit only one offer for each line item (if any) of a solicitation. If an Offeror submits more than one offer per line item, then all offers for that line item shall be rejected.

Preference for Hawai'i Products. A purchasing agency shall review all specifications in a bid or proposal for purchase from the Hawai'i products (HP) list where these products are available; provided that the products: Meet the minimum specifications and the selling price f.o.b. jobsite; unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price in Hawai'i f.o.b. jobsite; and unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price of a similar non-HP by more than: three per cent where class I HP are involved; five per cent where class II HP are involved; or ten per cent where class III HP are involved.

All persons submitting bids or proposals to claim HP preference shall designate in their bids which individual product and its price is to be supplied as a HP.

Where a bid or proposal contains both Hawai'i and non-HP, then for the purpose of selecting the lowest bid or purchase price only, the price bid or offered for a HP item shall be decreased by subtracting there from: three per cent, five per cent, or ten per cent for the class I, class II, or class III HP items bid or offered, respectively. The lowest total bid or proposal, taking the preference into consideration, shall be awarded the contract unless the bid or offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the bid or price offered, exclusive of the preferences.

SECTION SIX: APPENDICES (FORMS)

**Offer Form (OF-1)
Offer Form (Pricing OF-2)
Wage Certificate**

COMPLETE STRATEGIC MANAGEMENT PLAN, ENVIRONMENTAL ASSESSMENTS AND
OTHER REGULATORY COMPLIANCE DOCUMENTS FOR THE KANAIO GAME
MANAGEMENT AREA PROJECT, MAUI, FOR THE DEPARTMENT OF LAND AND NATURAL
RESOURCES, DIVISION OF FORESTRY AND WILDLIFE
DOFAW-KANAIO

Procurement Officer
Department of Land and Natural Resources, Division of Forestry and Wildlife
State of Hawai'i
1151 Punchbowl Street, Room 325
Honolulu, Hawai'i 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and the AG General Conditions, Form AG-008, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawai'i Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

- Sole Proprietor Partnership *Corporation Joint Venture
 Other _____
*State of incorporation: _____

Hawai'i General Excise Tax License I.D. No.: _____

Payment address (other than street address below): _____
City, State, Zip Code: _____

Business address (street address): _____
City, State, Zip Code: _____

Respectfully submitted:

Date: _____

(x) _____
Authorized (Original) Signature

Telephone No.: _____

Fax No.: _____

Name and Title (Please Type or Print)

E-mail Address: _____

** _____
Exact Legal Name of Company (Offeror)

**If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

OFFER FORM

Contract cost for accomplishing the development and delivery of the services.

Offeror can provide separate cost for Strategic Management Plan, Environmental Assessments, and/or Related Regulatory Compliance.

STRATEGIC MANAGEMENT PLAN \$ _____

ENVIRONMENTAL ASSESSMENTS \$ _____

RELATED REGULATORY COMPLIANCE \$ _____

TOTAL COST \$ _____

Note: Pricing shall include labor, materials, supplies, all applicable taxes, and any other costs incurred to provide the specified services.

WAGE CERTIFICATE
FOR SERVICE CONTRACTS
(See Special Provisions)

Subject: IFB/RFP No.: DOFAW-KANAIO

Title of IFB/RFP: Completion of a Strategic Management Plan, Environmental Assessments, and Related Regulatory Compliance Documents for the Kanaio Game Management Area Project on the Island of Maui, for the Department of Land and Natural Resources, Division of Forestry and Wildlife

Pursuant to Section 103-55, Hawai'i Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and
2. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Offeror _____

Signature _____

Title _____

Date _____

WAGE CERTIFICATE