

STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
Division of Forestry and Wildlife  
Honolulu, Hawaii 96813

June 28, 2019

Chairperson and Members  
Board of Land and Natural Resources  
State of Hawaii  
Honolulu, Hawaii

Land Board Members:

SUBJECT: APPROVE THE USE OF A REQUEST FOR INTEREST FOR  
FEDERAL GRANTS WITH THE U.S. DEPARTMENT OF  
AGRICULTURE FOREST SERVICE WILDLAND URBAN  
INTERFACE AND LANDSCAPE SCALE RESTORATION GRANT  
PROGRAMS AND DELEGATE TO THE CHAIRPERSON THE  
AUTHORITY TO AWARD, EXECUTE, AND EXTEND  
AGREEMENTS WITH SUCCESSFUL PROVIDERS

This Board Submittal requests approval to issue a Request for Interest (RFI) (see Exhibit A) as provided under Chapter 3-122 Section 4.5 and authorize the Chairperson to execute an agreement with successful providers, if any.

**BACKGROUND**

The U.S. Department of Agriculture (USDA) Forest Service established the Wildland Urban Interface (WUI) and Landscape Scale Restoration (LSR) Grants to mitigate risk from wildland fire and to address significant issues or landscapes guided by the priorities outlined in State of Hawaii Forest Action Plan, respectively.

Division of Forestry of Wildlife (DOFAW) is interested in allowing opportunities for providers to submit project proposals to DOFAW for these federal grant programs and, if a project is selected, to be incorporated into the proposal request to the USDA Forest Service from DOFAW. The Division is looking for other non-federal landowners, agencies and organizations interested in collaborating on joint projects across land ownership and management boundaries. The selected provider(s) will be responsible for the management and coordination of the WUI and/or LSR grant through a close working relationship with the DOFAW and the USDA Forest Service to successfully implement the grant program.

**DISCUSSION**

Based on the nature of this competitive federal funding, DOFAW is recommending that a RFI (draft RFI provided in Exhibit A) be used for soliciting interest in proposing and implementing projects under these federal grants. A RFI for this solicitation will be the most advantageous procurement process, because time and economic situations preclude the use of other source

Department procurement officer must be made for the use of the RFI. A public notice will be publicized for this opportunity in accordance with 3-122-16.03(d), and selection of a provider or providers will be based on criteria established in the RFI.

DOFAW recommends the use of an evaluation committee for the selection of the proposals which will allow for an objective review, evaluation, ranking and selection of the most qualified proposals for the program. The evaluation committee must consist of at least three government employees with sufficient qualification in the area of the goods or services to be procured. DOFAW recommends the following individuals:

Irene Sprecher, DOFAW Forestry Program Manager  
Rob Hauff, DOFAW Protection Forester  
Tanya Rubenstein, DOFAW Cooperative Resource Management Forester  
Mike Walker, DOFAW Fire Protection Forester

In order to expedite the agreements for this procurement, DOFAW requests that the Board delegate authority to the Chairperson to award, execute and extend agreements based on the recommendations of the evaluation committee and other terms and conditions as may be prescribed by the Chairperson to best serve the interest of the State including extending agreements as appropriate. Should any of the committee members be unable to serve, alternates with similar knowledge will be substituted and any changes and final make-up of the evaluation committee kept in the contract file.

DOFAW requests that the Board authorize the Chairperson to finalize and execute the agreement, subject to the approval as to form by the Department of the Attorney General, and other terms and conditions as may be prescribed by the Chairperson to best serve the interest of the State.

Chapter 343, Hawaii Revised Statutes (HRS): Environmental Review

DOFAW advises that this RFI does not trigger HRS Chapter 343 requirements for environmental review because it involves the pass through of federal funds for WUI and LSR grants to a third party and is not an action that proposes a "use," "amendment," "reclassification," "construction," "expansion," "modification," "unit," "facility," "landfill," or "refinery" for which an environmental assessment is required under HRS section 343-5(a).

RECOMMENDATION:

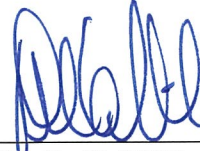
That the Board, as the Department Procurement Officer:

- 1) Approve the use of:
  - a. A RFI for the solicitation for the Wildland Urban Interface and Landscape Scale Restoration grants.
  - b. An evaluation committee comprised of the individuals identified above (or alternates with similar knowledge) to serve, evaluate and select the competitive proposals.

2) Delegate authority to the Chairperson to:

- a. Award, execute and extend agreements, subject to the availability of funds and approval as to form by the Department of the Attorney General.

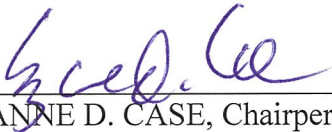
Respectfully submitted,



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DAVID G. SMITH, Administrator

APPROVED FOR SUBMITTAL:



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SUZANNE D. CASE, Chairperson  
Board of Land and Natural Resources

Attachments:

Exhibit A – Request for Information (RFI) draft

## **Exhibit A**

Department of Land and Natural Resources  
Division of Forestry and Wildlife

June 28, 2019

### **RFI No. WUI-LSR-FY20**

## **Request for Interest for the U.S. Forest Service's Wildland Urban Interface and Landscape Scale Restoration Grant Programs**

SUBMITTALS WILL BE RECEIVED UP TO **12:00 PM (HST) ON**  
**August 16, 2019**

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

SUBMITTALS MUST BE DELIVERED BY EMAIL BY THE ABOVE DEADLINE. TIMELY RECEIPT OF OFFERS SHALL BE EVIDENCED BY THE DATE AND TIME REGISTERED BY THE DIVISION OF FORESTRY AND WILDLIFE TIME STAMP CLOCK.

### **RFI Registration and Inquiries**

If you intend to respond to this request for proposals, please register your organization by July 19, 2019 providing a contact name, address, phone number, and email address, otherwise you will not receive notification of any changes or addendums. To register your organization for the Wildland Urban Interface grant contact Michael Walker at the address above, or call (808) 587-4188 or email [michael.j.walker@hawaii.gov](mailto:michael.j.walker@hawaii.gov). To register your organization for the Landscape Scale Restoration grant contact Tanya Rubenstein at the address above, or call (808) 587-0027 or email [tanya.rubenstein@hawaii.gov](mailto:tanya.rubenstein@hawaii.gov).

## **Request for Interests**

### **Wildland Urban Interface Grant and Landscape Scale Restoration Grant Programs**

#### **1. IDENTIFICATION OF FEDERAL FUNDING**

The Department of Land and Natural Resources (DLNR), Division of Forestry and Wildlife (DOFAW) is seeking responsible provider(s) for two U.S. Department of Agriculture (USDA) Forest Service competitive grants: Wildland Urban Interface and Landscape Scale Restoration grants. Wildland Urban Interface (WUI) grants provide funds to mitigate risk from wildland fire. Funds are awarded through a competitive process with emphasis on hazard fuel reduction, information and education, assessment and planning, and monitoring through community and landowner action. Landscape Restoration Scale (LSR) grants focus on conserving working forests, protecting forests from harm, and enhancing public benefits from trees and forests and specifically address significant issues or landscapes identified in the Hawaii Forest Action Plan.

The selected provider(s) for each respective program will be responsible for the management and coordination of the relevant grant program (WUI or LSR) through a close working relationship with the DLNR Division of Forestry and Wildlife and the USDA Forest Service to successfully implement the grant program objectives.

#### **2. CANCELLATION AND AWARD**

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

#### **3. TARGET POPULATIONS SERVED**

The WUI and LSR grants are federally-funded programs providing States with financial assistance to mitigate risk from wildland fires within the Wildland Urban Interface and fund priority projects identified in State Forest Action plans, respectively.

#### **4. DESCRIPTION OF THE PROGRAMS**

##### ***Wildland Urban Interface Program***

The Wildland Urban Interface (WUI) program is funded by the USDA Forest Service to mitigate risk from wildland fire within the Wildland Urban Interface (the zone of transition between wildland/unoccupied and developed land). Funds are made available and awarded annually through a competitive process requiring a 50/50 match with emphasis on hazardous fuel reduction in the WUI, information and education, assessment and planning, and monitoring through community and landowner action.

DOFAW is looking for other non-federal landowners, agencies and organizations interested in collaborating on joint projects across land ownership and management boundaries. Communities that have developed a Community Wildfire Protection Plan (CWPP) can apply for funds through the WUI grant program to implement educational or fuels reduction projects. Currently, there are 13 community wildfire protection plans statewide (<https://dlnr.hawaii.gov/forestry/fire/community-risk-reduction/community-wildfire-protection-plans/>). Alternatively, communities can apply for funds to develop a new CWPP if one does not already exist.

### ***Landscape Scale Restoration Program***

The Landscape Scale Restoration Program is a USDA Forest Service State and Private Forestry (S&PF) competitive annual grant program that prioritizes landscapes of national importance and funds priority projects identified in State Forest Action Plans and national themes (specifically the National Themes/Priorities identified in the Farm Bill consistent with P.L. 110 234 Section 8007). The program objective is to help ensure that our nation's forests continue to provide important benefits to the public, including timber and fuel wood, wildlife habitat, watershed protection, and well-paying rural jobs. LSR projects cross multiple jurisdictions, including state, private, rural, and urban forests, and integrate other Forest Service programs to address large-scale issues such as wildfire risk reduction, watershed protection and restoration, and the spread of forest insects and disease.

DOFAW is looking for other non-federal landowners, agencies and organizations interested in participating in the program. DOFAW will submit projects that address the top priorities identified in the Hawaii Forest Action Plan (<https://dlnr.hawaii.gov/forestry/info/fap/>).

## **5. DESCRIPTION OF WORK**

The selected provider(s) will be responsible for managing and coordinating the WUI or LSR proposal objectives. Both grant programs are funded by federal dollars from the USDA Forest Service. WUI and LSR grant requests are limited to a maximum of \$300,000 and require a 50/50 match using non-federal sources.

### ***Wildland Urban Interface Program***

Projects that include collaboration among multiple entities are encouraged within the criteria. Projects can indicate a multi-year implementation timeframe, up to three (3) years. Funding, however, will be delivered in the Fiscal Year of the application.

#### **Eligible Activities - WUI:**

1. Reduce hazardous fuels/restore fire-adapted ecosystems in the wildland urban interface (WUI)
2. Improve prevention/education in the Interface
3. Planning (e.g., Community Wildfire Protection Plans/hazard mitigation plans)

#### **Ineligible Activities - WUI:**

Ineligible activities include but are not limited to:

1. Maintenance on previous federally funded fuels projects
2. Preparedness and suppression capacity building, such as purchase of fire department equipment



3. Small business start-up funding
4. Research and development projects
5. GIS and database systems that are not related to the West Wide Wildfire Risk Assessment
6. Construction/Infrastructure (building remodel, bridges, road construction, water development)

**Additional Eligibility Information - WUI:**

Applications must describe how the project connects with the goals of the Hawaii Forest Action Plan and/or a Community Wildfire Protection Plan.

**Match Information - WUI:**

The allocated grant amount must be matched in full (50/50) by the recipient using a non-federal source. An exception is Title III funds under the Secure Rural Schools and Community Self-Determination Act of 2000, PL 106-393 that are not considered federal dollars and may be used as match. The matching share can be soft match (which includes training hours valued at an accepted rate, donated labor/equipment, etc.) and/or hard match (which is actual dollars spent other than federal grant funds within the specified scope of work). If the project is part of the consolidated payment grant, matching funds can be combined or met from any one or all program areas.

***Landscape Scale Restoration Program***

Funds will be allocated on a competitive basis, guided by the priorities outlined in the Hawaii Forest Action Plan. Projects that include collaboration among multiple entities are encouraged within the criteria. Projects can indicate a multi-year implementation timeframe, up to three (3) years. Funding, however, will be delivered in the Fiscal Year of the application. Collaboration and coordination with the USDA Forest Service and other public land management agencies is encouraged; however, grant awards can only be used for work on non-federal (including Tribal) land.

**Eligible Activities – LSR:**

Eligible activities include those that address the following priorities outlined in the Hawaii Forest Action Plan:

1. Water Quality and Quantity
2. Forest Health: Invasive Species, Insects, and Disease
3. Wildfire
4. Urban and Community Forestry
5. Climate Change and Sea Level Rise
6. Conservation of Native Biodiversity
7. Hunting, Nature-Based Recreation, and Tourism
8. Forest Products and Carbon Sequestration
9. U.S. Tropical Island State and Territorial Issues

**Ineligible Activities - LSR:**

Ineligible activities include but are not limited to:

1. Purchasing of land
2. Purchasing of special purpose (technical) equipment greater than \$5,000 without prior approval

- by the awarding agency office (USFS Region)
3. Work on federal land (excluding Tribal land)
  4. Construction (e.g., new buildings or roads)
  5. Research

**Additional Eligibility Information - LSR:**

Grant proposal must meet requirements of S&PF Program Authorities and Office of Management and Budget (OMB) cost principles.

**Match Information - LSR:**

The LSR Competitive Process grant awards require a 1:1 match from the state grant recipient. Matching requirements for dollars awarded through the competitive allocation process will be handled consistently with consolidated payment grants methodology. Cash and in-kind contributions for project elements that do not fall within S&PF program authorities may not be used as match. Other “non-match” leveraged funds do not need to meet the same standards (e.g., may include funds for construction, funds from other federal partners). Identifying sources of leverage and match are important in the reporting process for the use of these funds and information will be collected each fiscal year by the USFS.

**Additional information – LSR**

Projects funded should consider the following key concepts:

- Purpose Statement – Projects should effectively address the purpose statement which is to “*shape and influence forest land use on a scale and in a way that optimizes public benefits from trees and forests for both current and future generations*” and will be consistent with S&PF authorities.
- National Relevance – Projects should be focused on issues or landscapes of national importance as identified by the National Themes, and addressed within the state’s Forest Action Plan.
- Project Scale – The project scale shall be a function of the most appropriate size associated with the issue or landscape of priority importance.
- Collaboration – Projects should identify partners that have demonstrated a commitment and add value towards project planning and implementation. Collaboration may be qualitative in nature, and the contribution of the partners may be more important than the number of partners involved in the projects.
- Outcomes – Projects should prioritize funding and other resources toward the achievement of national themes identified below. Projects that display how this investment will lead to a specific, quantifiable, cost effective, replicable benefit in one or more of the outcomes below will be given preference.
  - Conserving and Managing Working Forest Landscapes
  - Protect Forests from Threats
  - Enhance Public Benefits from Private Forests



- Integrated Delivery – Projects should seek to improve the delivery of public benefits from forest management by coordinating with complementary state and federal programs and partnership efforts when possible. Regional evaluation criteria may consider projects that integrate outcomes.

- Leverage – Projects should maximize S&PF funding by using it to leverage contributions from both federal and non-federal entities. Project applications need to clearly identify LSR Competitive Allocation requested funds and associated non-federal contributions and separately document leveraged contributions.

- Influence Positive Change – Projects should describe and quantify outcomes. They should include a component of outreach, training, lessons learned or related opportunities such that implementation of the project results in skills and capability that extends beyond the life of the project itself.

### **Reporting - LSR**

Once funded, all projects will be required to provide spatial data to DOFAW for submission into the U.S. Forest Service LaSR system database. Reports will be requested of the states by the Forest Service at the end of the fiscal year in which project funds were awarded, and at the end of each fiscal year through the end of the project. Please refer to the National Guidance (<https://www.thewflc.org/landscape-scale-restoration-competitive-grant-program/fy-2020-landscape-scale-restoration>).

### **6. TERM OF GRANT PERIOD**

Funding for this RFI will be associated with the state's fiscal year 2020 and federal fiscal year 2021. The RFI project will start upon award of grant and run for the term of the grant.

### **7. FORMAT AND CONTENT**

Applications for the WUI and LSR programs must be submitted through the Department of Land and Natural Resources, Division of Forestry and Wildlife. All applications are reviewed and prioritized by DOFAW before submission online and the highest ranked proposals will be submitted to the USDA Forest Service. DOFAW will load selected proposals into the relevant online system for submission for the competitive western region review/scoring process.

Only typed responses to this RFI will be accepted and must be submitted via email to the addresses below. All submitted responses must be on the appropriate grant form, specified below, and must be editable (i.e., in fillable pdf or MS Word format only). Please use English only, and provide all financial information in U.S. dollars. The RFI is open to all qualified providers, as detailed in the grant requirements, and selection will be based on evaluation criteria detailed in this RFI and key materials noted below to be referenced by applicants.

Submittals are due at the relevant email below by **12:00 p.m. (HST) on August 16, 2019**. All submittals must be time stamped upon receipt according to the time it was delivered to the inbox of the

recipient in the time zone of the recipient. Any submittal received after the deadline date and time will not be considered for selection. All submittals must include the following label in the subject heading of the email:

**Label – WUI:**

**WUI Request for Interest**

**Label – LSR:**

**LSR Request for Interest**

**Email address - WUI:**

[michael.j.walker@hawaii.gov](mailto:michael.j.walker@hawaii.gov)

**Email address - LSR:**

[tanya.rubenstein@hawaii.gov](mailto:tanya.rubenstein@hawaii.gov)

**WUI PROGRAM - ALL SUBMITTALS MUST USE THE FOLLOWING:**

All applicants to the WUI program are to review the following key materials on the Wildland Urban Interface Grant Program website <https://www.westernforesters.org/wui-grants>:

- FY 2020 Western Wildland Urban Interface Grant Program Criteria & Instructions
- FY 2020 State Fire Assistance Grant Application (proposal development form)

All applicants are to complete and submit to DOFAW the FY 2020 State Fire Assistance Grant Application\* form which includes information about the following:

- Project Information
- Applicant Budget
- Budget Narrative
- Project Area Description and Challenges
- Relation to Forest Action Plan and CWPP
- Proposed Activities
- Landscape
- Project Collaboration
- Project Timeline
- Project Sustainability

**\*Applicants are to disregard the note to submit the application online - the online submission portion of the process will be completed by DOFAW if an application is selected to progress.**

**LSR PROGRAM - ALL SUBMITTALS MUST USE THE FOLLOWING:**

All applicants to the LSR program are to review the following key documents on the Landscape Scale Restoration Grant Program website <https://www.thewflc.org/landscape-scale-restoration-competitive-grant-program/fy-2020-landscape-scale-restoration>:

- FY 2020 Western LSR Guidance
- Western LSR Competition Project Proposal Criteria
- FY 2019-2020 National LSF Guidance from the USDA Forest Service
- FY 2020 Western LSR Grant Form Worksheet

All applicants are to complete and submit to DOFAW the FY 2020 Western LSR Grant Form Worksheet\* which includes information about the following:

- Project information
- Location information
- National Relevance
- Project Overview/Purpose Statement
- Project Budget
- Context, Goals, and Objectives
- Proposed Activities
- Deliverables and Outcomes
- Collaboration/Cross Boundary
- Forest Action Plan Integration
- Meaningful Scale/Cross Boundary
- Sustainability of Outcomes

**\*Applicants are to disregard the note about the form being an ‘optional worksheet’; this worksheet is required by and serves as the application form to submit to DOFAW. The online submission portion of the process will be completed by DOFAW if an application is selected to progress.**

## **8. EVALUATION CRITERIA**

### ***Wildland Urban Interface Program***

Proposals will be ranked by an evaluation committee consisting of three or more government officials. Evaluation criteria and their associated points are listed below. The award will be made to the responsible provider(s) whose proposal is/are determined to be the most advantageous to the State based on the evaluation criteria listed in this section. Proposal will be reviewed for inclusion of necessary documents and proposal requirements; any proposals that do not contain the required documents may be deemed unacceptable. All acceptable proposals will be viewed by an evaluation committee as specified in this section. The State reserves the right to determine what is in the State's best interest in this evaluation process. The State reserves the right to select portions of a proposal, or to reject any and all proposals.

Those proposals that are determined to be acceptable shall be evaluated based upon the criteria detailed below. The evaluation process will award points for each criterion based on the total available points for that criterion (e.g. Total points = 45: high score = 45, low score = 0). The sum of all criteria will equal the total proposal score. Proposals that are disqualified from further consideration will be

emailed a Notice of Determination by August 30, 2019.

**The total number of points used to score the WUI proposal is 45.**

All WUI project proposals will be scored based on the following criteria:

- A. Does the applicant clearly show how the budget will be spent by line item and are expenditures applicable and relevant to the goals and objectives of the project? (Total points = 5)
- B. Describe the Project – Does the application clearly describe the challenges and issues that articulate why the project is important? (Total points = 5)
- C. Planning Linkages – Does the application clearly link or tie the project to an existing Community Wildfire Protection Plan and is the project consistent with the Hawaii Forest Action Plan (Enhancing, Protecting, and/or Conserving)? Does the project develop or refine an existing plan? (Total points = 5)
- D. Project Activities – Does the application clearly define what the project is and what the project proposes to do? Does the application clearly define how the project will be accomplished, including identifying measurable outcomes? (i.e., are the proposed activities clear and achievable, goals defined, outcomes measurable, # of acres treated, # of education/outreach programs, planning/assessment efforts clearly described, etc.). (Total points = 10)
- E. Landscape Attributes – Does the application clearly define the scale of the project including relationships with past, present, or future projects that, when combined, offer more benefits than when taken individually? Is landscape that the project influences clearly described? (Total points = 5)
- F. Collaboration – Does the application clearly define collaborative elements including support from partners, agencies, landowners, communities? Are contributions of collaborators well described? (Total points = 5)
- G. Project Timeline – Does the application clearly describe the timeline to implement the project? Does the timeline include milestones, seasonal influences, and/or ways to measure progress? (Total points = 5)
- H. Project sustainability – Does the application clearly define how or if the project will sustain itself after the grant period is over? Does the application describe plans or steps that will continue the project benefits beyond the life of the grant? (Total points = 5)

***Landscape Scale Restoration Program***

Proposals will be ranked by an evaluation committee consisting of three or more government officials. Evaluation criteria and their associated points are listed below. The award will be made to the responsible provider(s) whose proposal is/are determined to be the most advantageous to the State based on the evaluation criteria listed in this section. Proposal will be reviewed for inclusion of necessary documents and proposal requirements; any proposals that do not contain the required documents may be deemed unacceptable. All acceptable proposals will be viewed by an evaluation committee as specified in this section. The State reserves the right to determine what is in the State's best interest in this evaluation process. The State reserves the right to select portions of a proposal, or

to reject any and all proposals.

Those proposals that are determined to be acceptable shall be evaluated based upon the criteria detailed below. The evaluation process will award points for each criterion based on the total available points for that criterion (e.g. Total points = 100: high score = 69-100, medium score = 30-61, low score = 0-22). The sum of all criteria will equal the total proposal score. Proposals that are disqualified from further consideration will be emailed a Notice of Determination by August 30, 2019.

**The total number of points used to score the LSR proposal is 100.**

All LSR project proposals will be screened and evaluated based on the following:

**Screening Criteria:**

- Meets the general project eligibility
- Meets the 1:1 non-federal match requirement
- Addresses one or more of the S&PF National Themes and associated outcomes

**Evaluation Criteria:**

- A. Project Overview/Purpose Statement (Total points = 5)
  - Provides a succinct and relevant overview; could easily be used to communicate critical elements and value of the project.
- B. Context, Goals, and Objectives (Total points = 15)
  - Context clearly identifies priority landscapes and issues that are being addressed. Goals and objectives address the national themes being addressed by the project.
- C. Proposed Activities (Total points = 20)
  - Clearly describes with specificity activities to be completed with grant funds and leveraged resources. Links specific project activities to funding amounts in the Project Budget and to stated project goals and objectives.
- D. Deliverables and Outcomes (Total points = 15)
  - Defines deliverables and outcomes which will achieve the national themes addressed by the project. Provides clear, quantitative measures of success.
- E. Collaboration/Cross Boundary (Total points = 15)
  - Project uses coordination and partnerships with complementary state and federal programs to improve outcomes. Clearly describes how partners are committed and will add value during project development and implementation. Collaboration will clearly result in a successful cross-boundary project.
- F. Forest Action Plan Integration (Total points = 10)
  - Clearly describes the need for the proposed project and relates it to one or more priority landscapes, issues, areas, or strategies identified in the Hawaii Forest Action Plan.
- G. Meaningful Scale/Cross Boundary (Total points = 10)



- Scale of project is clearly based on and is appropriate for the stated goals, objectives, and outcomes including cross boundary goals. The scale is sufficient to address the national theme and priority landscape and issues.

H. Sustainability of Outcomes (Total points = 10)

- Project clearly results in skills and enhanced capability that extend beyond the life of the project. Project displays how this investment will lead to a specific, quantifiable, cost effective, replicable benefit that addresses national themes.

## ATTACHMENT 2 – SPECIAL PROVISIONS (AS APPROPRIATE AND RELEVANT)

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

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

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

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

Federal Civil Rights Laws that must be comply with:

U.S. Code	Statute	Prohibits Discrimination on the Basis of:
(42 USC National 2000d-2000c)	Title VI of the Civil Rights Act of 1964	Race, Color, or Origin
(20 USC 1681-1686)	Title IX of the Education Amendments of 1972	Sex (in educational programs and activities)

(42 USC 1601 et seq)	Age Discrimination Act of 1975 as amended	Age
(29 USC 794)	Section 504 of the Rehabilitation Act of 1973, as amended	Disability

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

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

**2. RESPONSIBILITY OF PROVIDERS-** Provider is advised that if awarded an agreement under this solicitation, Provider shall, upon award of the agreement, furnish proof of compliance with the requirements of §103D-310(c), HRS within 120 days of the award date:

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

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

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

**4. TERM OF AGREEMENT-** Successful Provider shall be required to enter into a formal written agreement to commence work on this project. The initial term of the agreement shall be for funds allocated in the state's fiscal year 2020 and federal fiscal year 2021 period starting on the official commencement date of the Notice to Proceed. The may be extended for up to twelve (12) months or any portion thereof, if mutually agreed upon in writing prior to agreement expiration. The Provider or State may terminate the extended agreement period at any time upon one month's prior written notice.

**5. AGREEMENT ADMINISTRATOR-** For the purposes of this agreement, Michael Walker, DOFAW Fire Protection Forester (808) 587-4188, or authorized representative, is designated the Agreement Administrator for WUI grants, and Tanya Rubenstein, DOFAW Cooperative Resource Management Forester (808) 587-0027, or authorized representative, is designated the Agreement Administrator for LSR grants.

## **6. OVERVIEW OF THE RFI PROCESS**

a) The RFI is issued pursuant to Subchapter 4.5 of HAR Chapter 3-122, implementing HRS Section 103D-303.

b) The procurement process begins with the issuance of the RFI and the formal response to any written questions or inquiries regarding the RFI.



- c) All proposals and other material submitted by Providers become the property of the State and may be returned only at the State's option.
- d) An evaluation committee shall evaluate the proposals in accordance with the evaluation criteria. The proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable.
- e) Proposals may be accepted on evaluation without discussion. However, if deemed necessary, the State may enter into discussions with a priority list of Providers who submitted the highest-ranked proposals. The objective of these discussions is to clarify issues regarding the Provider's proposal before the BAFO is tendered.
- h) The date and time for Providers to submit their BAFO will be included in Addendum to priority list of Providers. If Provider does not submit a notice of withdrawal or a BAFO, the Provider's immediate previous offer shall be construed as its BAFO.
- i) After receipt and evaluation of the BAFOs in accordance with the evaluation criteria, the evaluation committee will load proposals into the relevant online system for inclusion in State of Hawaii WUI and LSR grant applications for submission to the review/scoring process.
- j) The contents of any proposal shall not be disclosed during the review, evaluation, discussion, or negotiation process. Those sections that the Provider and the State agree are confidential and/or proprietary should be identified by the Provider(s) and shall be excluded from access.
- k) The Procurement Officer or an evaluation committee reserves the right to determine what is in the best interest of the State for purposes of reviewing and evaluating proposals submitted in response to the RFI. The Procurement Officer or an evaluation committee will conduct a comprehensive, fair and impartial evaluation of proposals received in response to the RFI.
- l) The RFI, any addenda issued, and the successful Provider's proposal shall become a part of the agreement. All proposals shall become the property of the State of Hawaii.

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

**8. QUESTIONS PRIOR TO OPENING OF PROPOSALS**- All questions must be submitted in writing and directed to Michael Walker, DOFAW Fire Protection Forester (808) 587-4188, [michael.j.walker@hawaii.gov](mailto:michael.j.walker@hawaii.gov) for WUI grant, or Tanya Rubenstein, DOFAW Cooperative Resource Management Forester (808) 587-0027, [tanya.rubenstein@hawaii.gov](mailto:tanya.rubenstein@hawaii.gov) for LSR grant.

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

**10. OFFER ACCEPTANCE PERIOD**-The State's acceptance of offer, if any, will be made within



ninety (90) calendar days after the opening of proposals. Prices or commissions quotes by the Provider shall remain firm for a ninety (90) day period.

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

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

**13. PROTEST-** A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the agreement. The notice of award, if any, resulting from this solicitation shall be posted on the Procurement Reporting System, which is available on the SPO website: <http://www.hawaii.gov/spo2/source/>. Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Procurement Officer, Department of Land and Natural Resources, 1151 Punchbowl St., Honolulu, HI 96813.

**14. GOVERNING LAW: COST OF LITIGATION-**The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties to this agreement, 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 agreement shall be brought in a state court or competent jurisdiction in Honolulu, Hawaii. In case the State shall, without any fault on its part, be made a part to any litigation commenced by or against the Provider in connection with this agreement, the Provider, shall pay all costs and expenses incurred by or imposed on the State, including attorneys' fees.

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

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

**16. PROPOSAL PREPARATION**

a) **TRANSMITTAL AND OFFER FORM.** Proposals shall be submitted using Provider'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 agreement. 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 Provider's intent to be bound.

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

c) **Tax Liability.** Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Vendors are advised that they are liable for the Hawaii GET at the current rate and the applicable use tax at the current 1/2% rate. If, however, a Provider is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Provider 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 Provider's tax-exempt price offer submitted in response to an RFP be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

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

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

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

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

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

**22. PAYMENT-** Incremental payments shall be made to the awarded Provider upon receipt of reports that meet the expectations of the RFI. The receipt of reports shall be due based on the timeline submitted by the Provider in the proposal, or as amended. HRS Section 103-10 provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of agreement 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 Provider and communicated to the State after award of the agreement, which requires payment within a shorter period or interest payment not in conformance with statute. If an advance payment is requested it must be stated including the amount in the budget section of the proposal.

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

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

**HRS Chapter 237 tax clearance requirement for award.**

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

**Hawaii Compliance Express.**

Vendors must to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of HRS Chapter 103D-310(c), shall be accepted for both contracting purposes and final payment. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$15.00 to the Hawaii Information Consortium, LLC (HIC). Vendors choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the prior sections. Timely Submission of all Certificates. The above certificates should be applied for and submitted to the Department of Land and Natural Resources/Division of Forestry and Wildlife as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

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

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

**25. NON-DISCRIMINATION-** The Provider 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 Provider or in participation in the benefits of any program or activity funded in whole or in part by the State.

**26. CONFLICTS OF INTEREST-** The Provider represents that neither the Provider, nor any employee or agent of the Provider, 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 Provider's performance

of this agreement.

**27. WAIVER-** The failure of the State to insist upon the strict compliance with any term, provision or condition of this agreement 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 agreement.

**28. SEVERABILITY-** In the event that any provision of this agreement 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 agreement.

**29. CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY PROVIDERS-** It has been determined that funds for this agreement have been appropriated by a legislative body. Therefore, Provider, if awarded an agreement 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 provider during the term of the agreement if the provider is paid with funds appropriated by a legislative body.

**30. ADDITIONS, AMENDMENTS AND CLARIFICATIONS -Approvals.** Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General as to form, and is subject to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive. **Confidentiality of Material.** All material given to or made available to the Provider by virtue of this agreement, which is identified as proprietary or confidential information, will be safeguarded by the Provider 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 Provider or the Provider to the State shall be subject to the Uniform Information Practices Act, HRS chapter 92F. Price is not confidential and will not be withheld. In addition, in the case of an RFI, makes and models, catalogue numbers of items offered, deliveries, and terms of payment shall be publicly available regardless of any designation to the contrary. If a request is made to inspect the confidential material, the inspection shall be subject to written determination by the Department of the Attorney General in accordance with HRS chapter 92F. If it is determined that the material designated as confidential is subject to disclosure, the material shall be open to public inspection, unless the Provider 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 Provider, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

**Records Retention.** The Provider 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 Provider.** Prospective Provider 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 Provider to submit answers to questions regarding facilities, equipment, experience, personnel, financial status or any other factors relating to the ability of the Provider 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.