

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

April 22, 2022

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. FISH AND WILDLIFE SERVICE, WILDLIFE AND SPORT FISH RESTORATION PROGRAM AND THE NATIONAL WILDLIFE REFUGE SYSTEM, DIVISION OF HABITAT AND RESOURCE CONSERVATION THROUGH THE COASTAL WETLANDS PLANNING, PROTECTION, AND RESTORATION ACT NATIONAL COASTAL WETLAND CONSERVATION GRANT PROGRAM; DELEGATE TO THE CHAIRPERSON THE AUTHORITY TO AWARD, EXECUTE, AND EXTEND AGREEMENTS WITH SUCCESSFUL PROVIDERS; AND TO ISSUE ANNUAL REQUESTS FOR INTEREST AND AWARDS UNDER THESE GRANT PROGRAMS**

This Board Submittal requests approval to issue a Request for Interest (RFI) (see Exhibit A) as provided under Chapter 3-122 Section 4.5, delegates authority to the Chairperson to award, execute and extend agreements with successful providers, if any, and to issue future RFI and awards on an annual basis for the U.S. Fish and Wildlife Service, Wildlife and Sport Fish Restoration Program and the National Wildlife Refuge System, Division of Habitat and Resource Conservation Through the Coastal Wetlands Planning, Protection, And Restoration Act National Coastal Wetland Conservation Grant Programs.

**BACKGROUND**

The U.S. Fish and Wildlife Service Wildlife (USFWS) and Sport Fish Restoration Program and the National Wildlife Refuge System, Division of Habitat and Resource Conservation through the Coastal Wetlands Planning, Protection, and Restoration Act (Section 305, Title III, Public Law 101-646, 16 U.S.C. 3954) established the National Coastal Wetland Conservation Grant (NCWCG) Program to acquire, restore, and enhance wetlands in coastal States through competitive matching grants to State agencies. The primary goal of the NCWCG Program is the long-term conservation of coastal wetland ecosystems.

The Department of Land and Natural Resources Division of Forestry and Wildlife (DOFAW) does not manage all wetlands and their resources through the State. DOFAW is interested in allowing opportunities for providers to participate in this federal process and if selected to be

incorporated into the proposal request from DOFAW. The selected provider(s) will be responsible for the management and coordination of the NCWCG through a close working relationship with the DOFAW and the U.S. Fish and Wildlife Service to successfully implement the grant program.

### DISCUSSION

Based on the nature of this competitive federal funding, DOFAW is recommending that a request for interest be used for soliciting interest in providing the goods, services, land acquisition or construction under the federal grant. A request for interest for this solicitation will be the most advantageous procurement process because time and economic interests preclude the use of other source selection methods. The National Coastal Wetland Conservation federal grant award is expected to begin January 2022. Pursuant to Hawaii Administrative Rules (HAR) §3-122-16.30, a determination by the Department procurement officer must be made for the use of the request for interest. 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 request for interest.

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 shall 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:

Afsheen Siddiqi, DOFAW Wildlife Biologist  
Jason Misaki, DOFAW Oahu District Wildlife Manager  
Lainie Berry, DOFAW Wildlife Program Manager

To expedite the contracts for this procurement, DOFAW requests that the Board delegate authority to the Chairperson to award, execute and extend agreements/contracts for goods and services 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 contracts 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 execute the agreements, contract for goods, services or construction, accept 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. DOFAW also requests that the Board authorize the Chairperson to release the RFI and award, execute, and extend agreements for this grant opportunity on an annual basis, as funding is awarded or otherwise made available by the USFWS.

### 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 a USFWS grant 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 request for interest for the solicitation for the National Coastal Wetland Conservation federal grant program.
  - 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 or contracts for goods and services or construction, subject to the availability of funds and approval as to form by the Department of the Attorney General.
  - b. Approve the use of a request for interest on an annual basis for the solicitation, award, execution and extension of agreements for the National Coastal Wetland Conservation federal grant program.

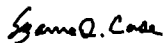
Respectfully submitted,



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DAVID G. SMITH, Administrator  
Division of Forestry and Wildlife

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

Department of Land and Natural Resources  
Division of Forestry and Wildlife

April 22, 2022

## **RFI No. NCWCG-FY21**

### **Request for Interest for the National Coastal Wetland Conservation Grant Program**

**SUBMITTALS WILL BE RECEIVED UP TO 12:00 PM (HST) ON  
May 8, 2022**

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 EMAIL TIME STAMP CLOCK.**

#### **RFI Registration and Inquiries**

If you intend to respond to this request for proposals, please contact Afsheen Siddiqi at (808) 348-0652 or email [Afsheen.A.Siddiqi@hawaii.gov](mailto:Afsheen.A.Siddiqi@hawaii.gov) to register your organization otherwise you will not receive notification of any changes or addendums. Provide a contact name, address, phone number, and email address.

## **Request for Interests**

### **National Coastal Wetland Conservation Grant Program**

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

The Department of Land and Natural Resources (DLNR) is seeking responsible provider(s) for the National Coastal Wetland Conservation Grant Program (NCWCG). The U.S. Fish and Wildlife Service Wildlife and Sport Fish Restoration Program and The National Wildlife Refuge System, Division of Habitat and Resource Conservation through the Coastal Wetlands Planning, Protection, and Restoration Act (Section 305, Title III, Public Law 101-646, 16 U.S.C. 3954) established the NCWCG Program to acquire, restore, and enhance wetlands in coastal States through competitive matching grants to State agencies. The primary goal of the NCWCG Program is the long-term conservation of coastal wetland ecosystems. The selected provider(s) will be responsible for the management and coordination of the NCWCG through a close working relationship with the DLNR Division of Forestry and Wildlife and the U.S. Fish and Wildlife 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 NCWCG Program is a federal program providing States with financial assistance to protect and restore coastal wetlands and their resources. DLNR welcomes collaboration and assistance with local community groups and private landowners working on coastal wetland projects through the NCWCG.

#### **4. DESCRIPTION OF THE PROGRAM**

The NCWCG Program is an ongoing federal program established by the Coastal Wetlands Planning, Protection, and Restoration Act (Title III, Section 301, Public Law 101-646, 16 U.S.C. 3951-3956) (Act) established the National Coastal Wetlands Conservation Grant (NCWCG) Program to acquire, restore, and enhance wetlands in coastal areas through competitive matching grants to eligible State, Commonwealth, and Territory (State) agencies. The program is funded by revenues collected from excise taxes on sport fishing equipment, electric motors and sonar, import duties on fishing tackle, yachts and pleasure craft, and a portion of gasoline tax attributable to motorboats and small engines. Revenues are deposited into and appropriated from the Sport Fish Restoration and Boating Trust Fund.

The primary goal of the NCWCG Program is the long-term conservation of coastal wetland ecosystems. The *Fixing America's Surface Transportation (FAST) Act* (P.L. 114-94), which authorizes funding for the NCWCG Program through Fiscal Year 2021. The Final Rule establishing the requirements for participation in the NCWCG Program was published in the Federal Register July 30,

2002 (67 FR 49264). The program regulations are in 50 CFR 84 (<https://www.fws.gov/coastal/coastalgrants/docs/1125.pdf>).

Coastal wetlands are valued, in part, because they protect against flooding, help maintain water quality, and provide habitat for wildlife. Coastal environments are also important economically, generating billions of dollars annually through industries such as commercial fishing and tourism.

Projects can include:

1. Acquisition of a real property interest (e.g., conservation easement or fee title) in coastal lands or waters (coastal wetlands ecosystems) from willing sellers or partners for long-term conservation;
2. Restoration, enhancement, or management of coastal wetlands ecosystems; or
3. A combination of acquisition, restoration, enhancement, and management.

All projects must be able to demonstrate and ensure long-term (at least 20 years) conservation of coastal wetland resources.

#### **4. DESCRIPTION OF WORK**

The selected provider(s) will be responsible for managing and coordinating the NCWCG proposal objectives, as well as implementing the long-term conservation of the resource. This opportunity is funded by federal dollars by the U.S. Fish and Wildlife Service (Service). The Service expects that approximately \$18 million will be available for grants through the NCWCG Program in FY 2023. Awards typically range from a minimum of \$50,000 to a maximum of \$1,000,000.

*RFI submissions over \$1,000,000 in Federal request will not be considered for award.* Total project costs may exceed \$1,000,000 with matching or other funds. In order to qualify, providers must be able to match funds by 25% of the total project costs with non-Federal funds. The cost share requirements are detailed in 50 CFR 84.46. The requirements allow for in-kind contributions for all, or part of, the required non-Federal match.

#### **Eligible Activities**

1. Acquisition of a real property interest in coastal lands or waters (coastal wetlands ecosystems) from willing sellers or partners, provided that the terms and conditions will ensure the real property will be managed for long-term conservation; and
2. The restoration, enhancement, or management of coastal wetlands ecosystems, provided that restoration, enhancement, or management will be administered for long-term conservation.

#### **Ineligible Activities**

1. Projects that primarily benefit navigation, irrigation, flood control, or mariculture;
2. Acquisition, restoration, enhancement or management of lands to mitigate habitat losses;
3. Creation of wetlands where wetlands did not previously exist;
4. Enforcement of fish and wildlife laws and regulations, except when necessary for the accomplishment of approved project purposes;



5. Research;
6. Planning as a primary project focus;
7. Operations and maintenance, including long-term invasive species management;
8. Acquisition and/or restoration of upper portions of watersheds where benefits to the coastal wetlands ecosystem are not significant and direct; and
9. Projects providing less than 20 years of conservation benefits.

Note: These lists not comprehensive. If you have questions about the eligibility of specific activities, contact your Regional WSFR Office (see Section G, Federal Awarding Agency Contacts).

**Match Information:**

Meet matching requirements - the Federal funding for this program requires a 75/25 match for the program (match may be provided through numerous ways, including in-kind contributions). If you propose to use the value of donated land as all or a portion of the non-Federal cost share, you should explain in the Project Narrative why the land is necessary to accomplish the project objectives. You should include information on all the parcels proposed for acquisition or restoration with NCWCG Program funds and all the match parcels in adequate detail for each ranking criterion so reviewers can make accurate and informed scoring decisions on both the subject and match parcel(s).

You must document in the final Federal application all your matching funds with a signed letter of financial commitment from an authorized representative of your organization, the match provider. The letter of financial commitment must detail the amount of matching funds or value of donated land and/or services.

*Please note that if the match letter of financial commitment is missing or late upon Federal submission, the application will be ineligible.*

**The selected provider must demonstrate the ability to meet a proposed timeline and provide deliverables and shall include:**

**Project Abstract Summary (OMB Number 4040-0019)**

Applicants must complete and submit the Project Abstract Summary form. The Project Abstract Summary form must provide a brief award description. The description must be in plain language that the public can understand without viewing the full application proposal. It should include a brief, simple description of the project purpose, activities to be performed, deliverables and expected outcomes, intended beneficiaries, and subrecipient activities, if known at the time of submission.

Do not include personally identifiable, sensitive, or proprietary information in the award description as this is available to the public. Use only English characters, numbers, punctuation, and standard symbols. Use of non-English, non-standard characters (also referred to as special or extended ASCII characters) will result in the award description failing to be reported correctly to USASpending.gov. Award descriptions are limited to 4,000 characters or less. Applicants should

check the length of the award description and proofread for proper grammar and spelling. For applicants applying through Grants.gov: Applicants must download and complete the Grants.gov "Project Abstract Summary" form from the full text announcement. To submit the Grants.gov "Project Abstract Summary" form with the application, applicants must add the form as an attachment to the Grants.gov "Attachments" form that is included in the application package.

For applicants applying through GrantSolutions-Grants Management Module (GSGMM): Applicants must enter the information in the Project Abstract Summary screen. Do not upload a document in place of entering the information directly into GS-GMM Project Abstract Screen.

### **Project Narrative**

The Service has implemented an electronic performance reporting system called TRACS (<https://tracs.fws.gov>) in order to document recipient performance and for reporting on national program accomplishments that deliver meaningful results consistent with the NCWCG Program's authorizing legislation. You are required to enter grant and Project Narrative information in TRACS. TRACS data entry facilitates development of a complete Project Narrative that you may use as part of your application in GrantSolutions, if you choose to use TRACS prior to submission of your application. If you do not enter grant and Project Narrative information in TRACS prior to applying in GrantSolutions or Grants.gov, you are required to enter this information within 60 calendar days of the latter: (a) the period of performance start date; or (b) the date the award was approved. To ensure the accuracy of information entered in TRACS and minimize your workload, please contact your WSFR Regional Office or review WSFR's TRACS Training Options.

Submit a Project Narrative of no more than seven pages addressing the elements listed below (see also 50 CFR 84.22(c)). Be sure to include page numbers on all pages of your Project Narrative, and make sure the pages are consecutive so reviewers can verify it is no longer than seven pages. You may combine your responses as necessary; separate headings or sections for responses to each element are not required. Only your responses to the following requirements in this Project Narrative subsection are included within the page limit, unless otherwise indicated. Your Project Narrative must be formatted to fit on an 8.5" x 11" document, with 1" margins at the top, bottom, and sides and page numbers at the bottom of the page (starting with the Project Narrative). Font size should be no less than 12 point.

**Need:** The need for the proposed project(s) within the purpose of the NCWCG Program.

**Objectives:** The Service created Standard Objectives to standardize performance reporting and document national accomplishments that deliver results consistent with the NCWCG Program's authorizing legislation, applicable regulations, and guidance. To avoid delay, your project narrative must only use one or more of the Standard Objectives listed in the TRACS Performance Matrix. We encourage you to work with your WSFR Regional Office if you have questions about the use of TRACS Standard Objectives in your Project Narrative. Please refer to the Service's WSFR Training Portal site for example project statements that utilize TRACS



Standard Objectives.

**Expected Results:** Expected results or benefits from accomplishing the objectives.

**Approach:** Clearly describe the approach or activities to be used in meeting the objectives, including specific procedures, methods, schedules, key personnel, and cooperators. Please include (if applicable):

- a. Any organization that will act as a subrecipient and their role(s) in meeting the project objectives; for any key personnel, briefly describe the education, experience and skills that make them qualified to carry out the proposed project ( do not include resumes or curriculum vitae);
- b. What organization will hold title to the real property being acquired or restored?
- c. What type of ownership interest is involved ( e.g., fee-simple, easement, combination, etc., and the related acres)?
- d. What organization ( or individual) will manage the real property interest?
- e. How will long-term management (20 years or longer) of acquired or restored areas be accomplished (e.g., through long-term support provided by an endowment)?
- f. What will be involved in the restoration? Why did you choose that approach? How likely is the proposed restoration technique to succeed? How much maintenance is involved, who will conduct it, and who will support it? Please provide examples of your success in implementing the proposed restoration approach in similar nearby ecosystems, if available.
- g. Is the project ready to implement? For example, in the case of acquisitions, have the landowners supplied willing seller letters? For restoration projects, are the landowners willing to allow and maintain the proposed restoration, and have required permits been obtained or initiated? Are restoration designs completed or underway? Attach any relevant documents that address these elements. Copies of seller letters, permits and designs may be provided separately from the Project Narrative and are not included in the page limit.
- h. If your objectives include management of lands for recreational as well as conservation purposes, you must demonstrate that any anticipated recreational activities will not degrade habitat values of targeted lands.

**Project Location:** Maps or other geographic aids may be attached. Please include GPS Coordinates in decimal degrees. Provide support for the eligibility of your project by demonstrating that targeted lands or waters meet the definition of a coastal wetland ecosystem (50 CFR 84.11 ). Reference to a coastal Hydrologic Unit Code (HUC) alone does not establish eligibility. As applicable, provide: maps and diagrams of your project site(s) in relation to National Wetland Inventory or other wetland delineations, land cover, coastal landscape features such as tidal influence, and/or locations of other restored or managed areas in the vicinity of your project. Maps and other diagrams may be provided separately from the Project Narrative and are not included in the page limit.

**Timeline:** Describe significant milestones within the performance period of your project in detail, including dates you expect to begin and complete all compliance-related activities.

Describe any accomplishments to date.

**Compliance:** For projects conducted in the United States, provide a summary of anticipated Federal compliance requirements. Be sure to address all applicable compliance requirements including those involving the National Environmental Policy Act (NEPA), the Endangered Species Act (ESA), Section 106 of the National Historic Preservation Act (NHPA), and all other requirements in applicable Federal laws, regulations, and policies. Describe any compliance activities for your proposed project that have already been completed or are currently underway.

**State Trust Fund:** Include either a description of the State trust fund that supports or justifies your request for a 75 percent Federal share in sufficient detail for us to make an eligibility determination, or a statement that eligibility has been previously approved by us and no change has occurred in the fund. If you do not support or justify your request in your Project Narrative, we may determine that you are ineligible for a 75 percent Federal share.

**Relationship to Other Projects and/or Other Federal Grants:** If applicable, list other current, interrelated coastal acquisition, restoration, enhancement and conservation actions, the agencies involved, the relationship to the proposed project, and how the application fits into comprehensive natural resource plans for the area. If applicable, identify any relationship between this project and other work funded by State or Federal grants that is planned, anticipated, or underway. Please note that you must also provide an Overlap or Duplication of Effort Narrative whether or not you describe other current, interrelated conservation actions in your Project Narrative. The Overlap or Duplication of Effort Statement is not included within the seven-page limit for your Project Narrative and should be included in your application separately. For more information, see below in this Section under the heading "Required Overlap or Duplication of Effort Statement."

**Public Involvement and Interagency Coordination:** Provide a description of public involvement or interagency coordination on coastal wetlands conservation projects that has occurred or is planned that relates to the application. Please specify the organizations or agencies involved and dates of involvement.

#### **Responses to Ranking Criteria (20-Page Limit)**

Provide a description with appropriate documentation of how the proposed project addresses each of the 13 numeric ranking criteria in 50 CFR 84.32. We recommend that you address each ranking criterion individually with a brief statement or table.

If a real property interest is proposed as match, include information on both the parcel( s) proposed for acquisition or restoration with NCWCG Program funds and the match parcel(s) in adequate detail for each ranking criterion so reviewers can make informed scoring decisions. Activities provided as cost share including land acquisition are part of the project and must be eligible activities.

#### **Drawings/Maps/Photographs (No Page Limit)**

We recommend that you include and identify drawings or photographs of the proposed project that characterize the following:

- a. Existing state of the project area;
- b. Proposed project area (in one or more maps, photographs, or images);
  - i. Detail which areas will be part of the grant funded activities, delineating the project boundaries;
  - ii. Detail which areas are part of the cost share, if applicable;
  - iii. Detail what restoration activities will take place and where, if applicable;
  - iv. Detail which areas, if any, are part of a larger effort that will be funded outside of this grant and cost share application;
  - v. Detail wetland types (please include National Wetlands Inventory, State Wetlands Map, or other wetland delineation, if available); and
  - vi. Any other information that will assist reviewers to identify project components or factors involved with ranking.
- c. Two maps of the project location: a map of the State showing the general location of the project and a map of the project site.

### **Budget Narrative**

Describe and justify requested budget items and costs. Detail how the SF-424 Budget Information, Object Class Category totals were determined. For personnel salary costs, include the baseline salary figures and the estimates of time. Describe any proposed item of cost that requires prior approval under the Federal cost principles, including any anticipated subawarding, transferring or contracting out of any work under the award. See 2 CFR §200.407 for more information. If equipment purchased previously with Federal funds is available for the project, provide a list of that equipment and identify the Federal funding source. Identify any cash or in-kind contributions that a partner or other entity will contribute to the project and describe how the contributions directly and substantively benefit completion of the project. For in-kind contributions, identify the source, the amount, and the valuation methodology used to determine the total value. See 2 CFR §200.306 for more information.

If applicable, include information on:

1. Program Income, if any - Include the source, estimated amount, and the requested method of crediting the program income ( e.g. deductive, additive, cost share).
2. Allocation of Costs - Identify the method used for allocating costs in multipurpose projects and facilities.
3. Equipment, including any tangible personal property (includes information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by you or your subrecipient(s) for financial statement purposes, or \$5,000. You and your subrecipients must follow the requirements at 2 CFR 200 when acquiring equipment under an award, with emphasis on 200.313, 200.317 through 200.326, and 200.439.

4. Useful Life- Propose a useful life for each capital improvement that costs at least \$25,000 to build, acquire, or install, and reference the method used to determine the useful life of a capital improvement with a value greater than \$100,000.
5. Contingency Costs: Contingency costs estimated using broadly-accepted cost estimating methodologies are permissible but must be separately identified in your budget; they must comply with Federal Cost Principles, they must be necessary and reasonable for proper and efficient accomplishment of project or program objectives, and they must be verifiable from your financial records (2 CFR 200.433). Explain how any contingency costs were calculated and why they are necessary to improve the precision of your budget estimates.

### **Additional Information**

Criteria for reviewing and ranking projects were established in the final rule for administering the National Coastal Wetlands Conservation Grant Program (67 FR 48264; 50 CFR 84). Applicants are encouraged to review the ranking criteria contained in 50 CFR 84.31 while preparing the proposal (<https://www.fws.gov/coastal/coastalgrants/docs/1125.pdf>). A brief summary of each ranking criterion is given below. The questions that follow each criterion are intended to prompt applicants to explain and provide supporting information explaining how the proposed project addresses each criterion.

#### **Criterion 1: Wetlands conservation**

**Maximum Points: 7**

How will the project reverse coastal wetland loss or habitat degradation in decreasing or stable coastal wetland types? Reference project location information provided in your Project Narrative. Include a citation for your wetland type determinations and reference any maps, diagrams, or other information demonstrating that targeted lands or waters meet the definition of a coastal wetland ecosystem (50 CFR 84.11 ).

#### **Criterion 2: Maritime forests on coastal barriers**

**Maximum Points: 7**

How will the project significantly benefit maritime forests on coastal barriers?

#### **Criterion 3: Long-term conservation**

**Maximum Points: 7**

How will the project ensure long-term conservation of coastal wetland functions? The project must provide at least 20 years of conservation benefits to be eligible. Reference any published data, modelling, design features, and/or similar information supporting the expected longevity of natural resource benefits resulting from project activities.

#### **Criterion 4: Coastal watershed management**

**Maximum Points: 3**

How will the completed project help accomplish the natural resources goals and objectives of one or more formal, ongoing coastal watershed management plan or effort?

#### **Criterion 5: Conservation of threatened & endangered species Maximum Points: 5**

How will the project benefit any federally-listed endangered or threatened species, species proposed for Federal listing, recently delisted species or designated or proposed critical habitat in coastal wetlands? Describe any expected benefits to your State-listed species.

**Criterion 6: Benefits to fish****Maximum Points: 5**

How will the project provide, restore, or enhance important fisheries habitat?

**Criterion 7: Benefits to coastal-dependent or migratory birds****Maximum Points: 5**

How will the project provide, restore, or enhance important habitat for coastal-dependent or migratory birds?

**Criterion 8: Prevent or reduce contamination****Maximum Points: 5**

How will the project prevent or reduce input of contaminants, or remove existing contaminants from the coastal wetlands and associated coastal waters?

**Criterion 9: Catalyst for future conservation****Maximum Points: 4**

How will the project leverage other ongoing coastal wetlands conservation efforts in an area or provide additional impetus for conservation?

**Criterion 10: Partners in conservation****Maximum Points: 4**

Will the project receive financial support, including in-kind match, from private, local or other Federal partners?

**Criterion 11: Federal share reduced****Maximum Points: 5**

Does the application add to the non-Federal share of the project by contributing additional cash? See 50 CFR 84.32 (a)(1).

**Criterion 12: Education/outreach program or wildlife-oriented recreation****Maximum Points: 3**

Does the proposed project include a site-specific, substantive outreach/education program? Does it provide recreational opportunities that are consistent with the conservation goals of the site?

**Criterion 13: Other factors****Maximum Points: 4**

Please summarize how any other factors not covered in the previous criteria make your proposed project or site particularly unique and valuable. Other factors may include but are not limited to the following examples (see 50 CFR 84.32(a)(13)). You must provide evidence supporting the expected benefits.

- a. Projects providing significant benefits to rare or threatened habitat types, biodiverse habitats, rare and declining species, and/or the local community;
- b. Projects that are particularly cost-effective;
- c. Projects that assist in the prevention or control of invasive species;
- d. Projects that provide important cultural or historical resource benefits;
- e. Projects designed to significantly advance climate change adaptation, especially those that reference Sea Level Rise modeling and/or analyses that indicate the targeted parcel(s) will be conserved, and function as intended, in perpetuity;
- f. Projects that help build the capacity of underserved insular jurisdictions to conserve coastal wetlands ecosystems, including Guam, the Commonwealth of



the Northern Mariana Islands, American Samoa, Puerto Rico, and the U.S. Virgin Islands.

**5. TERM OF GRANT PERIOD**

Funding for this RFI will be associated with the state's fiscal year 2023/2024. The RFI project will start upon award of grant, start of contract approval and run for the term of the grant.

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

**6. FORMAT AND CONTENT**

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

Submittals are due at the relevant email below by **12:00 p.m. (HST) on May 8, 2022**. 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:** NCWCG Request for Interest

**Email Address:** [Afsheen.A.Siddiqi@hawaii.gov](mailto:Afsheen.A.Siddiqi@hawaii.gov)

ALL SUBMITTALS MUST USE THE FOLLOWING:

**A. Cover Letter ONE PAGE MAXIMUM**

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

**B. Description of Work SEVEN PAGES MAXIMUM**

Provide a brief description of the proposal, statement of need per the NCWCG Program, grant objectives, timeline, and relevant details on how each objective of the proposal will be addressed and/or completed over the course of the grant agreement term. Font size should be no less than 12 point.

**C. Budget FIVE PAGE MAXIMUM**

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

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

E. **Evidence of Experience** THREE PAGES MAXIMUM

7. **EVALUATION CRITERIA**

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

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

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

Proposals submitted will be evaluated using the following criteria:

A. **Evidence of Experience.** Total points = 35

- Provider has professional qualifications and experience that will allow them to perform actions described in the RFI and submitted proposal. The provider has previous experience and proficiency in: managing and coordinating grant programs and developing and planning wetland projects in Hawaii.
- Demonstrated success working with the state, community groups, and/or committees when developing and implementing similar projects.
- Professional technical and work experience in environmental compliance related to wetland work.
- Evidence of budgeting and accounting experience, including involvement with auditing procedures.

B. **Program Objectives.** Total points = 45

- Project objectives, details, and relevant information adequately address the description of work and can be completed within the grant period.

C. **Budget.** Total points = 20



- The budget should be adequate to support monthly expenses for program priority implementation/scope of work, staff and/or subcontractor expenses, insurance, travel costs, etc.
- Budget expenses are relevant to program objectives.
- Budget should illustrate experience and ability to obtain and/or leveraging alternative funding sources to supplement program implementation.
- Budget should include details about how and/or where the program will generate sufficient non-federal match necessary to support this program.

## 8. **POST SELECTION**

Responsible provider(s) selected by the committee will work collaboratively with the State to further refine the proposals and prepare all Federal grant submission documentation due in June 2022. Proposals may be modified through this collaboration to increase the likelihood that submissions may be competitive on the national level.

### **SPECIAL PROVISIONS**

**Civil Rights:** the selected provided and associated staff working with U.S. Forest Service State and Private Forestry (S&PF) grants must receive training in Title VI and other nondiscrimination laws, regulations and policies; as well as display public notifications, outreach and data collection at office locations. The contractor shall 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 National Coastal Wetland Conservation 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 CONTRACTORS-** Provider is advised that if awarded a contract under this solicitation, Contractor shall, upon award of the contract, furnish proof of compliance with the requirements of §103D-310(c), HRS within 120 days of the award date:

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

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

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

**4. TERM OF CONTRACT-** Successful Provider shall be required to enter into a formal written contract to commence work on this project. The initial term of the contract shall be for funds allocated in the FY2022 period starting on the official commencement date of the Notice to Proceed. The contract may be extended for up to twelve (12) months or any portion thereof, if mutually agreed upon in writing prior to contract expiration. The Contractor or State may terminate the extended contract period at any time upon one month's prior written notice.

**5. CONTRACT ADMINISTRATOR-** For the purposes of this contract, Afsheen Siddiqi, DOFAW Wildlife Biologist, (808) 587-0163, or authorized representative, is designated the Contract Administrator.

**6. OVERVIEW OF THE RFI PROCESS**

- a) The RFI is issued pursuant to Subchapter 4.5 of HAR Chapter 3-122, implementing HRS Section 103D-303.
- b) The procurement process begins with the issuance of the RFI and the formal response to any written questions or inquiries regarding the RFI.
- c) All proposals and other material submitted by Providers become the property of the State and may be returned only at the State's option.
- d) An evaluation committee shall evaluate the proposals in accordance with the evaluation criteria. The proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable.
- e) Proposals may be accepted on evaluation without discussion. However, if deemed necessary, the State may enter into discussions with a priority list of Providers who submitted the highest-ranked proposals. The objective

of these discussions is to clarify issues regarding the Provider's proposal before the BAFO is tendered.

h) The date and time for Providers to submit their BAFO will be included in Addendum to priority list of Providers. If Provider does not submit a notice of withdrawal or a BAFO, the Provider's immediate previous offer shall be construed as its BAFO.

i) After receipt and evaluation of the BAFOs in accordance with the evaluation criteria, the evaluation committee will make its recommendation to the U.S. Fish and Wildlife Service for inclusion in State of Hawaii NCWCG grant application.

j) The contents of any proposal shall not be disclosed during the review, evaluation, discussion, or negotiation process. Those sections that the Contractor and the State agree are confidential and/or proprietary should be identified by the Provider(s) and shall be excluded from access.

k) The Procurement Officer or an evaluation committee reserves the right to determine what is in the best interest of the State for purposes of reviewing and evaluating proposals submitted in response to the RFI. The Procurement Officer or an evaluation committee will conduct a comprehensive, fair and impartial evaluation of proposals received in response to the RFI.

l) The RFI, any addenda issued, and the successful Provider's proposal shall become a part of the contract. All proposals shall become the property of the State of Hawaii.

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

**8. QUESTIONS PRIOR TO OPENING OF PROPOSALS**- All questions must be submitted in writing and directed to the Afsheen Siddiqi, DOFAW Wildlife Biologist, 808-587-0163, afsheen.a.siddiqi@hawaii.gov

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

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

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

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

**13. PROTEST**- A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of

an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract. The notice of award, if any, resulting from this solicitation shall be posted on the Procurement Reporting System, which is available on the SPO website: <http://www.hawaii.gov/spo2/source/>. Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Procurement Officer, Department of Land and Natural Resources, 1151 Punchbowl St., Honolulu, HI 96813.

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

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

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

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

**16. PROPOSAL PREPARATION**

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

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

c) **Tax Liability.** Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Vendors are advised that they are liable for the Hawaii GET at the current rate and the applicable use tax at the current 1/2% rate. If, however, a Contractor is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Contractor shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

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

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

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

**19. CANCELLATION OF RFI AND PROPOSAL REJECTION-** The State reserves the right to cancel this RFI and to reject any and all proposals in whole or in part when it is determined to be in the best interest of the State,

pursuant to HAR Section 3-122-96 through 3-122-97. The State shall not be liable for any costs, expenses, loss of profits or damages whatsoever, incurred by the Contractor in the event this RFI is cancelled or a proposal is rejected.

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

**21. CONTRACT EXECUTION-** Successful Contractor receiving award shall enter into a formal written contract. No performance or payment bond is required for this contract. No work is to be undertaken by the Contractor prior to the commencement date. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official starting date. If an option to extend is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract for the additional extension period. The Contractor or the State may terminate the extended contract at any time without cause upon six (6) weeks prior written notice.

**22. PAYMENT-** Incremental payments shall be made to the awarded Contractor upon receipt of reports that meet the expectations of the RFI. The receipt of reports shall be due based on the timeline submitted by the Contractor in the proposal, or as amended. HRS Section 103-10 provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further, the State will reject any offer submitted with a condition requiring interest payments greater than that allowed by HRS §103-10, as amended. The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute. If an advance payment is requested it must be stated including the amount in the budget section of the proposal.

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

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

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

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

**Hawaii Compliance Express.**

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

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

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

**24. CONTRACT INVALIDATION-** If any provision of this contract is found to be invalid, such invalidation will



not be construed to invalidate the entire contract.

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

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

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

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

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

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

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

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

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

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

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

