

State of Hawaii
DEPARTMENT OF LAND AND NATURAL RESOURCES
Division of Forestry and Wildlife

June 24, 2022

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

SUBJECT: REQUEST APPROVAL TO NEGOTIATE AND SIGN A CONTRACT(S) FOR THE MANAGEMENT OF THE DEPARTMENT OF LAND AND NATURAL RESOURCES YOUTH CONSERVATION CORPS PROGRAM.

BACKGROUND:

The Department of Land and Natural Resources annually coordinates the Youth Conservation Corps (YCC) program. YCC is an ongoing state program established under Hawaii Revised Statutes (HRS) Chapter 193 and administered by the Department of Land and Natural Resources' (DLNR) Division of Forestry and Wildlife (DOFAW).

DISCUSSION:

In order to expedite the contract(s) for this procurement, DOFAW requests that the Board delegate authority to the Chairperson to award, execute, and extend contract(s) for goods and services and other terms and conditions as may be prescribed by the Chairperson to best serve the interest of the State.

Pursuant to Hawaii Administrative Rules (HAR) § 3-122-43, a determination by the Department procurement officer must be made for the use of the competitive sealed proposal process over the competitive sealed bidding process when the competitive sealed bidding process is neither practicable nor advantageous to the State.

The contract(s) will be in the form of requirements contracts, where funds will be encumbered by purchase order, at the contracted rate.

Additionally, pursuant to HAR § 3-122-45, a determination must be made by the procurement officer that an evaluation committee, selected in writing by the procurement officer, shall evaluate the competitive sealed proposals. The Division recommends the use of an evaluation committee for the selection of the proposals as an evaluation committee will allow for an objective review, evaluation, ranking and selection of the most qualified proposal 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:

Emma Yuen, DOFAW (Natural Resources Management Specialist)
Leah Laramée, DOFAW (Natural Resource Planner)
Josh Attwood, DOFAW (Information and Education Specialist)

In order to expedite a contract for this procurement, DOFAW requests that the Board delegate authority to the Chairperson to award and execute the contract 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. Additionally, should any of the committee members above be unable to participate, DOFAW requests that the Board delegate authority to the Chairperson to appoint alternates should the need arise.

RECOMMENDATIONS:

That the Board:

Approve the use of:

A competitive sealed proposal for a solicitation for the program management of the Youth Conservation Corps program.

An evaluation committee to evaluate and select the competitive sealed proposals.
Delegates authority to the Chairperson to:

Award and execute a contract for goods and services, subject to the availability of funds and review and approval by the Department of the Attorney General.

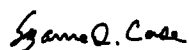
Appoint evaluation committee alternates should the need arise.

Respectfully submitted,



DAVID G. SMITH, Administrator
Division of Forestry and Wildlife

APPROVED FOR SUBMITTAL:



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

Department of Land and Natural Resources
Division of Forestry and Wildlife

DATE

RFP No. YCC22

Requesting Sealed Proposal Offers to Manage and Coordinate
the Youth Conservation Corps

PROPOSALS WILL BE RECEIVED UPTO 4:00 PM (HST) ON
xxxxxxx, 2022
BY THE

State Department of Land and Natural Resources
at the following email address:
Leah.J.Laramee@hawaii.gov

PROPOSALS MUST BE SUBMITTED BY E-MAIL BY THE ABOVE DEADLINE. TIMELY RECEIPT OF
OFFERS SHALL BE EVIDENCED BY THE DATE AND TIME REGISTERED BY THE STATE OF
HAWAII E-MAIL SYSTEM TIME WHEN THE FILE IS SENT. USE RFP YCC19 IN THE SUBJECT LINE.

RFP Registration and Inquiries

If you intend to respond to this request for proposals, please email Leah.J.Laramee@hawaii.gov to register your organization **otherwise you will not receive notification of any changes or addendums**. Provide a contact name, phone number, and email address. The deadline to submit written questions regarding this RFP is xxxx xxx, 2022.

REQUEST FOR PROPOSALS

COORDINATION SERVICES FOR THE YOUTH CONSERVATION CORPS

1. INTRODUCTION

The Department of Land and Natural Resources annually coordinates the Youth Conservation Corps (YCC) program. YCC is an ongoing state program established under Hawaii Revised Statutes (HRS) chapter 193 and administered by the Department of Land and Natural Resources' (DLNR) Division of Forestry and Wildlife (DOFAW). The contractor(s) will be responsible for coordinating and managing placement of yearlong interns (roughly 10 -12 months with the intern providing a minimum of 1700 hours service) and teams (minimum of one week of service and 5 interns+ one on-site, trained leader per team). The contractor will engage in a close working relationship with the DLNR's YCC Program Coordinator and support staff and should have the ability to work through challenges together and modify needs as appropriate.

2. CANCELLATION

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

3. RFP SCHEDULE AND SIGNIFICANT DATES

The following table represents the State's best estimate of the schedule that will be followed. If a component of this schedule, such as "Proposal Due" date is delayed, the rest of the schedule will likely be shifted. The tentative schedule is as follows.

Advertising of Request for Proposals	May3, 2019
Deadline to Submit Written Questions	May 10, 2019
State's Response to Written Questions	May 14, 2019
Proposals Due and Opened	May 17, 2019
Proposal Evaluations	May 2019
Contract Start Date	October 1, 2019

4. BACKGROUND

The State of Hawaii Youth Conservation Corps is an ongoing state program established under Hawaii Revised Statutes (HRS) chapter 193 and administered by the Department of Land and Natural Resources (DLNR) Division of Forestry and Wildlife (DOFAW). This Request for Proposals (RFP) is funded by State dollars. DLNR's head of purchasing agency has determined that use of the request for proposals process is a more appropriate method of contracting than competitive sealed bidding, which is neither practicable nor advantageous.

The primary goal of the State of Hawaii YCC program is to provide educational, introductory level work experiences for the participants through "hands-on" participation in conservation services. The contractor(s) will be responsible for coordinating and managing placement of year-long interns (roughly 10-12 months), short term members (roughly 1-3 month terms) and teams (engage youth in a minimum of one week of service at a specified site featuring a team of no fewer than five (5) interns and one (1) on-site, trained leader). The purpose of the YCC program is to engage youth in service to support natural resource management. Experiences will take place "in the field" with Hawaii's natural resource managers, educators, scientists and community leaders; from which they will learn about Hawaiian plants and animals, native ecosystems, watersheds, historic sites, aquaculture, and the current demands being placed on Hawaii's natural resources. The participants will be mentored by professional resource managers as they work on conservation projects and make important professional contacts.

Not only does the program provide participants contact with Hawaii's natural environment, but it also

teaches skills that may be directed towards professional careers in resource management.

5. TIMELINE OF WORK

The YCC program typically runs from October - October. The contract is anticipated to be executed in October 2022 and close in December 2023 for a total of a fifteen (15) month contract to include time for recruitment and program evaluation if the timeline and significant dates (Section 3) are met.

6. TERM OF CONTRACT

Funding from this contract will be allocated from the State's FY23 and FY24 funds with the opportunity to extend the contract using FY25 and FY26 funds subject to the availability of funds. The RFP project will start upon contract approval and run for a duration of up to fifteen (15) months beginning approximately October 2022 and ending December 2023. Final invoices must be submitted December 31, 2023 unless the schedule is shifted as detailed in section 3 (RFP Schedule and Significant Dates). Please confirm with your fiscal office the date you will need to complete expenditures in order to invoice the State by that date.

Unless terminated, contract may be extended without the necessity of re-bidding, upon mutual agreement.

7. PROPOSAL FORMAT AND CONTENT

Submit proposals **VIA E-MAIL ONLY** to Leah.J.Laramée@hawaii.gov. If the files are too large to email, please use a file sharing service such as Dropbox or You Send It. Please use page numbering. All proposals must use the following format:

1. Transmittal and Offer letter (see section 10) ONE (1) PAGE ONLY
2. Scope of Work (See Section 11) TWO (2) PAGES MAXIMUM.
3. Budget (See Section 12) ONE (1) PAGE MAXIMUM. Note: If there is more than one fiscal entity included in this proposal, attach a separate budget for each one.
4. Budget Justification (See Section 13) ONE (1) PAGE MAXIMUM. Note: Attach a separate budget justification sheet for each fiscal entity.
5. Report Format and Due Dates: Use dates and format in Section 14 or propose alternatives.
6. Three references at least two of which must be professional

7. Evidence of Experience: Submit a brief CV for the project (THREE (3) PAGES MAXIMUM.) Statement of contractor's qualifications to accomplish program objectives and tasks as described in this RFP; a statement of these qualifications should be supported by a resume(s) identifying how the contractor's qualifications meet these requirements. Offeror shall provide verification that it possesses a minimum of three (3) years experience working with youth. Additionally, offeror shall include a list of key personnel who will be dedicated to this project and information on their background (THREE (3) PAGES MAXIMUM.)

See attachment 1- special provisions for more details on the proposal.

8. EVALUATION CRITERIA AND CONTRACTOR SELECTION

Proposals will be ranked by an evaluation committee consisting of three or more government officials. Evaluation criteria and associated points are listed below. The award will be made to the responsible offeror whose proposal is determined to be the most advantageous to the State based on the evaluation criteria listed in this section.

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

- 1) Evidence that the offeror is an established organization with ability to assign staff to coordinate and manage placement of interns at the state. Previous experience, capability, and proficiency in coordinating and managing internship placement and youth initiatives will be reviewed. The selected contractor must have three (3) years or more experience implementing similar youth programs. (25 points)
- 2) Net benefit to the member interns, DLNR as the sponsor, and host sites. Proposals should detail stipends, fringe benefits, and other benefits to interns as described in Section 12. Highest points will be awarded to the applicant that offers the best benefits to intern members and host sites. (25 points)
- 3) Demonstrated success working with the state and/or national partners, community groups, and/or committees when developing and implementing projects, particularly youth and natural resource management project. (20 points)
- 4) Experience and ability to leverage programs funds with documentation to demonstrate, in the detailed budget, that program funds from the State DLNR will be matched equally by other sources (minimum of 50% cash match). Applicants are also invited to demonstrate programmatic in-kind support. Highest points will be awarded to the applicant that offers the most cash match and utilizes the fewest state dollars. (15 points)
- 5) Demonstrated ability to adhere to and meet deadlines (e.g. payment timelines, program evaluation deadlines). (15 points)

Offeror shall provide verification that it possesses a minimum of three (3) years experience working with youth as well as references that can confirm for this experience.

9. SPECIAL PROVISIONS

See Attachment 1 for Special Provisions - In addition, the following provisions apply:

A. Restrictions on funding: Funding is subject to the availability of funds and may be subject to budget restrictions and procedures implemented under the Executive Biennium Budget.

B. The contractual requirements for general liability are no less than \$1 million per occurrence and \$2 million in the aggregate. Automobile insurance must be no less than \$1 million per accident.

C. For the purposes of this contract, Leah Laramée, or authorized representative, is designated the Contract Administrator and the DLNR YCC Program Manager.

10. TRANSMITTAL and OFFER LETTER

Can also be submitted on business letterhead.

Contact:

Address:

Phone/Fax/Email:

TO:

Leah Laramée
Department of Land and Natural Resources, Division of Forestry and Wildlife
1151 Punchbowl St., Rm. 325
Honolulu, Hawaii 96813

The undersigned has carefully read and understands the terms and conditions specified in RFP No. YCC22, the Special Provisions attached hereto, and in the current Hawaii Attorney General's General Conditions, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Proposal Title: YCC RFP22: *(include organization name after colon)*

If awarded a grant, the contract or purchase order with the State would be made with the following entities (please use the exact legal name as registered with the Dept. of Commerce and Consumer Affairs):

Fiscal Entity No.1

Name

Amount Requested

Fiscal Entity No.2 (not required)

Name

Amount Requested

A separate budget page has been submitted for each fiscal entity.

Sincerely,

Offeror Signature

Date

Print Name

Title

11. SCOPE OF WORK

The selected contractor shall provide all necessary labor, materials, equipment, and personnel to satisfactorily provide the below described services for the YCC Program.

- a. **Program Development:** Recruit and coordinate host sites and members under the direction of the DLNR YCC Program Manager. The awarded contractor through an identified Program Coordinator will create a program structure consistent with the past YCC year-round internship program, assist with recruiting applicants to fill positions, and arrange for member benefits.
- b. **Marketing:** Develop a DLNR, State of Hawaii YCC marketing strategy and develop marketing material and media such as brochures and flyers, website, and social media for the program. Recruitment, coordination, and other marketing materials must identify DLNR as the host and program sponsor for the State of Hawaii YCC Program and use language consistent with Hawaii Revised Statutes (HRS) chapter 193 pertaining to the YCC.
- c. **Recruitment:** Assist the Division with advertising positions and assure program compliance with state agency recruiting regulations. Communicate with host sites DLNR YCC Program Manager and to ensure that recruitment is position specific.
- d. **Communication and Evaluations:** provide support to host sites and YCC Participants during the program period and supply and collect mid-term and final evaluations, which should include tools to evaluate the contractor, host site, and member performance. Provide completed evaluations to DLNR YCC Program Manager no more than four (4) weeks after evaluations are collected.
- e. **Payroll, Human Resources, and Benefits Services:** Ensure living allowance and fringe benefits (e.g. health insurance, FICA, workers' compensation, etc.) are provided to members according to state rule and on time. Ensure that staff is able to provide appropriate guidance to interns/members in regards to their benefits package as well as human resources support in the event it is necessary. The contractor will handle payroll for interns/members and coordinating staff. Subcontracting is allowed, but any subcontracting of this RFP requires DLNR approval.
- f. **Accounting:** The organization must be able to show that they can provide fiscal oversight for the program and personnel management for the coordinator(s). Work with DLNR accountant to facilitate financial reporting as required by the State of Hawaii. Provide invoices in a timely manner with supporting documentation.
- g. **Ordering Services.** The State DOES NOT GUARANTEE the placement of any orders for service under this contract. The state will email with the Contractor to coordinate services. Once the Contractor agrees to perform services, he/she is obligated to perform in accordance with the terms and conditions stated herein.

Successful applicants must detail the costs below:

	<u>Item Description</u>	<u>Estimated # interns /yr</u>	<u>Unit Price per intern</u>	<u>Estimated Annual Total</u>
1.	Year-round YCC intern placement (10-12 months) work to support DLNR sites statewide.	40	\$ _____	\$ _____
2.	Short term YCC intern program (1-3 months) work to support DLNR sites statewide.	5	\$ _____	\$ _____
3.	Teams (please detail cost per team member per week)	15	(\$ team each week)	(cost for teams)

Please state in the proposal that DLNR will not be charged for any fees other per intern other than those listed above.

12. BUDGET

One page maximum for each fiscal entity.

Instructions: Please submit a separate excel spreadsheet detailing the anticipated payment schedule for the Scope of Work detailed above.

Please detail of the full budget; including what the fees are for coordinator salaries/benefits member stipends, member benefits, staffs travel/sponsored meetings, member transportation and training, program supplies & equipment.

B. Matching Funds

- I. The successful Offeror must be able to leverage funds by securing additional non-DLNR fund to match state funds by a minimum 50% cash match. Additional in-kind match is also encouraged and will be evaluated.
2. Offeror shall specify amount of potential matching funds, source and explain how these funds will be procured and applied to the program.

C. Detailed Budget & Payment

- I. Detailed project budget requirements and cost estimation to meet the proposed work needs of the program and time frame needed to accomplish these services. The budget should be based on a fourteen (14) month period and address each of the major tasks, showing total direct costs (salaries, fringe benefits, travel, per diem, etc.) for the consultant including all other costs associated with the services provided (indirect costs and overhead, profit, and State excise tax, etc.)
2. A detailed listing of hourly rates or salary assumed by the consultant to include overhead,

clerical costs, and taxes.

3. A statement of desired method and time frame of payment. The Department of Land and Natural Resources, Division of Forestry and Wildlife normally pays a consultant on the basis of invoices for services rendered. Final payment, including the amount retained, is paid upon satisfactory completion and acceptance of all work.

13. BUDGET JUSTIFICATION

One page maximum for each fiscal entity.

Materials and Supplies; Equipment:

Explain the need for any individual items costing over \$2500 and how they relate to specific scope of work activities.

Travel and Training

Please detail travel and training expenses related to the scope of work and deliverables.

Other

Explain any line item that costs over \$2500.

Describe any sub-contracts.

List any overhead costs not included in indirect costs.

14. DUE DATES AND REPORT FORMAT-Alternatives may be proposed.

Reports will be provided digitally in Word or pdf format for proof with the final distributed to DLNR digitally in Word or pdf to Leah Laramée, Division of Forestry and Wildlife (DOFAW), Department of Land and Natural Resources via Leah.J.Laramée@hawaii.gov due two weeks after the final members/interns exit program.

The final document will be all inclusive of project activities and performance of work conducted during the entire grant period.

ATTACHMENT 1

SPECIAL PROVISIONS

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

2. **RESPONSIBILITY OF OFFERORS-** Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §103D-310(c), HRS 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. **OFFEROR QUALIFICATIONS-** Offeror shall meet all of the qualifications required by this RFP. Failure to meet the qualifications as specified in the section Experience and Capabilities will likely have an adverse effect on Offeror's proposal evaluation.

4. **TERM OF CONTRACT-** Successful Offeror shall be required to enter into a formal written contract to Commence work on this project. The initial term of the contract shall be for funds allocated in the FY2019 period starting on the official commencement date of the Notice to Proceed. The contract may be extended for up to two (2) 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, Leah Laramee or authorized representative, is designated the Contract Administrator.

6. OVERVIEW OF THE RFP PROCESS

a. The RFP is issued pursuant to Subchapter 6 of HAR Chapter 3-122, implementing HRS Section 103D-303.

b. The procurement process begins with the issuance of the RFP and the formal response to any written questions or inquiries regarding the RFP. Changes to the RFP will be made only by Addendum.

c. Proposals shall not be opened publicly, but shall be opened in the presence of two (2) or more procurement officials. The register of proposals and Offerors' proposals shall be open to public inspection after posting of the award. All proposals and other material submitted by Offerors become the property of the State and may be returned only at the State's option.

d. The Procurement Officer, or an evaluation committee selected by the Procurement Officer, 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, prior to entering into discussions, a "priority list" of responsible Offerors submitting acceptable and potentially acceptable proposals shall be generated. The priority list may be limited to a minimum of three responsible Offerors who submitted the highest-ranked proposals. The objective of these discussions is to clarify issues regarding the Offeror's proposal before the BAFO is tendered.

f. If during discussions there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate such clarification or change. Addenda to the RFP shall be distributed only to priority listed Offerors who submit acceptable or potentially acceptable proposals.

g. Following any discussions, Priority Listed Offerors will be invited to submit their BAFO, if required. The Procurement Officer or an evaluation committee reserves the right to have additional rounds of discussions with the top three (3) Priority Listed Offerors prior to the submission of the BAFO.

h. The date and time for Offerors to submit their BAFO, if any, is indicated in the RFP Schedule and Significant Dates. If Offeror does not submit a notice of withdrawal or a BAFO, the Offeror'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 Procurement Officer or an evaluation committee will make its recommendation. The Procurement Officer will award the contract to the Offeror whose proposal is determined to be the most advantageous to the State taking into consideration price and the evaluation factors.

j. The contents of any proposal shall not be disclosed during the review, evaluation, discussion, or negotiation process. Once award notice is posted, all proposals, successful and unsuccessful, become available for public inspection. Those sections that the Offeror and the State agree are confidential and/or proprietary should be identified by the Offerors and shall be excluded from access.

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

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

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

8. REQUIRED REVIEW -Offeror shall carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable matter must be made in writing and should be received by the Department of Land and Natural Resources, Division of Forestry and Wildlife prior to the deadline for written questions as stated in the RFP Schedule and Significant Dates. This will allow issuance of any necessary corrections and/or amendments to the RFP. It will help prevent the opening of a defective solicitation and exposure of Offeror's proposal upon which award could not be made. Any exceptions taken to the terms, conditions, specifications, or other requirements listed herein, must be listed in the *Exceptions* section of the Offeror's proposal, if the exception is unresolved by the Proposal Due date.

9. QUESTIONS PRIOR TO OPENING OF PROPOSALS- All questions must be submitted by email and directed to the Leah Laramee, NEPM Liaison, Department of Land and Natural Resources, Division of Forestry and Wildlife, at Leah.J.Laramee@hawaii.gov. The State will respond to written questions by the date indicated in the RFP Schedule and Significant Dates, or as amended.

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

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

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

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

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

award of the contract. The notice of award, if any, resulting from this solicitation shall be posted in 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.

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

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

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

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

18. **PROPOSAL PREPARATION**

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

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

c. **Tax Liability.** Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Vendors are advised that they are liable for the Hawaii GET at the current 4% rate and the applicable use tax at the current 1/2% rate. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

d. **Taxpayer Preference.** For evaluation purposes, pursuant to HRS §1030-1008, the Offeror's tax-exempt price offer submitted in response to an IFB shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

e. **Original Proposal and Copies to be Submitted.** Offeror shall submit one (1) original proposal marked "ORIGINAL". DO NOT SUBMIT MORE THAN ONE ORIGINAL.

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

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

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

19. **SUBMISSION OF PROPOSAL**- Offers shall be received at the Department of Land and Natural Resources, Division of Forestry and Wildlife, at Leah.J.Laramee@hawaii.gov, no later than the date and time stated in Significant Dates, as amended. Timely receipt of offers shall be evidenced by the date and time registered by the state of Hawaii e-mail system time when the file is sent. Use RFP YCC19 in the subject line. Offers received after the deadline shall be returned unopened.

20. **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.

21. **ECONOMY OF PRESENTATION-** Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate for the purpose. Emphasis will be on completeness and clarity and content. If any additional information is required by the State regarding any aspects of the Offeror's proposal, it shall be provided within four (4) business days.

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

23. **EVALUATION OF PROPOSALS-** The Procurement Officer, or an evaluation committee of at least three (3) qualified state employees selected by the Procurement Officer shall evaluate proposals. The evaluation will be based solely on the evaluation criteria set out in Section Four of this RFP. Proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable. Discussion may be conducted with priority listed Offerors who submit proposals determined to be acceptable or potentially acceptable of being selected for award, but proposals may be accepted without such discussions. The objective of these discussions is to clarify issues regarding the Offeror's proposals before the best and final offer, if necessary. If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may rank the proposals and limit the priority list to three responsive, responsible offerors who submitted the highest-ranked proposals.

24. **DISCUSSION WITH PRIORITY LISTED OFFERORS-** Priority listed offerors shall have a discussion with the evaluation committee to discuss their proposal to ensure thorough, mutual understanding. The State in its sole discretion shall schedule the time and location for these discussions, normally within the timeframe indicated in the RFP schedule.

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

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

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

28. **PAYMENT-** Incremental payments shall be made to the awarded Contractor upon receipt of reports that meets the expectations of the RFP. The receipt of reports shall be due based on the timeline submitted by the Contractor in the proposal, or as amended. HRS 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 in the budget section of the proposal.

29. **AWARD- Method of Award.** The award will be made to the responsive, responsible Offeror(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 offeror(s) shall produce documents to the procurement officer to demonstrate compliance with this section.

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

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

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

DOTAX Website (Forms & Information): http://www.hawaii.gov/tax/a1_1alphalist.htm

DOTAX Forms by Fax/Mail: (808) 587-7572
1-800-222-7572

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

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

The application for the clearance is the responsibility of the Offeror, and must be submitted directly to the DOTAX or IRS and not to the Department of Land and Natural Resources, Division of Forestry and Wildlife. However, the tax clearance certificate shall be submitted to the Department of Land and Natural Resources, Division of Forestry and Wildlife.

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

Instructions are as follows:

Pursuant to HRS §103D-310(c), the lowest responsive Offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (OUR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the [Dept/Agency]. A photocopy of the certificate is acceptable to the [Dept/Agency].

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

The application for the certificate is the responsibility of the Offeror, and must be submitted directly to the OUR and not to the [Dept/Agency]. However, the certificate shall be submitted to the [Dept/Agency].

Compliance with Section 103D-310(c), HRS, for an entity doing business in the State. The lowest responsive Offeror shall be required to submit a CERTIFICATE OF GOOD STANDING (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the [Dept/Agency]. A photocopy of the certificate is acceptable to the [Dept/Agency].

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate. On-line business registration and the Certificate are available at www.BusinessRegistrations.com register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

Final Payment Requirements. Contractor is required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

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

Hawaii Compliance Express. Alternately, instead of separately applying for these paper certificates at the various state agencies, vendors may choose 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 1030-310(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.

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

31. 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.

32. 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.

33. 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.

34. 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.

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

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

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in HAR §§3-122-95 through 3-122-97.

Confidentiality of Material. All material given to or made available to the Contractor by virtue of this contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

All information, data, or other material provided by the Offeror or the Contractor to the State shall be subject to the Uniform Information Practices Act, HRS chapter 92F. The Offeror shall designate in writing to the Procurement Officer those portions of its unpriced offer or any subsequent submittal that are trade secrets or other proprietary data that the Offeror desires to remain confidential, subject to HAR §3-122-58, in the case of an RFP, or HAR §3-122-30, in the case of an

IFB. The Offeror shall state in its written communication to the Procurement Officer, the reason(s) for designating the material as confidential, for example, trade secrets. The Offeror shall submit the material designated as confidential in such manner that the material is readily separable from the offer in order to facilitate inspection of the non-confidential portion of the offer.

Price is not confidential and will not be withheld. In addition, in the case of an IFB, makes and models, catalogue numbers of items offered, deliveries, and terms of payment shall be publicly available at the time of opening regardless of any designation to the contrary.

If a request is made to inspect the confidential material, the inspection shall be subject to written determination by the Department of the Attorney General in accordance with HRS chapter 92F.

If it is determined that the material designated as confidential is subject to disclosure, the material shall be open to public inspection, unless the Offeror protests under HAR chapter 3-

126. If the request to inspect the confidential material is denied, the decision may be appealed

to the Office of Information Practices in accordance with HRS §92F-15.5.

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

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

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

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