

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

July 22, 2022

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

Land Board Members:

**SUBJECT:** REQUEST FOR APPROVAL TO ENTER INTO A MULTI-YEAR CONTRACT WITH THE ZOOLOGICAL SOCIETY OF SAN DIEGO TO PROVIDE SERVICES TO OPERATE THE ENDANGERED BIRD CAPTIVE PROPAGATION FACILITY ON MAUI, THE MAUI BIRD CONSERVATION CENTER, AND TO PROVIDE EXPERT AVICULTURAL SERVICES TO CONDUCT RELATED FOREST BIRD PROPAGATION PROJECTS AT THE KEAUHOU BIRD CONSERVATION CENTER ON THE ISLAND OF HAWAII AND THROUGHOUT THE STATE.

AND

REQUEST APPROVAL OF DECLARATION OF EXEMPTION TO CHAPTER 343, HRS ENVIRONMENTAL COMPLIANCE REQUIREMENTS FOR THE PROJECT.

This Board Submittal approves continuing a contractual relationship for operation of the Captive Propagation Program with the Zoological Society of San Diego for an additional two years, including the construction of needed infrastructure, and authorizes the Chairperson to enter into a contract for these services, subject to the necessary procurement approvals.

**BACKGROUND:**

In 1996, the Division approached the Board to obtain permission to outsource aspects of the State's Captive Propagation Program. This was viewed as advantageous as it enabled the hiring of experts to operate the program thus providing a high level of expertise at a reasonable cost. It also allowed DOFAW to focus its limited resources on management and restoration of habitat on the 800,000 acres of state lands that the Division manages, and on other essential recovery actions for endangered species. The US Fish and Wildlife Service, a key Partner in our endangered bird recovery efforts, had entered a contract with The Peregrine Fund, Inc. (TPF) to operate a newly developed captive propagation facility on the island of Hawaii. This presented

the opportunity to consolidate both facilities under one manager -- thus integrating captive propagation and reintroduction programs in Hawaii. The Board approved the privatization of the captive propagation program with TPF in March 1996, issued a 20-year lease on the State's facilities at Olinda, and began a series of contracts to operate the State's program that has continued through Fiscal Year 2022.

In October of 1999, TPF notified the Department and the US Fish and Wildlife Service of their desire to transition their operational role to another entity and recommended the Zoological Society of San Diego (ZSSD). Key to the recommendation of ZSSD was an ongoing collaboration between these institutions that would facilitate a smooth transition without a change in the operational management staff. The Board took the following actions to address that transition.

### PRIOR BOARD ACTIONS

1. August 27, 1999. The Board approved TPF FY00 Contract with provisions for an option to subcontract or assign the contract. The Board also asked the Department to address public concerns for more information and openness in the program.
2. December 10, 1999. The Board approved the assignment of TPF's FY00 contract obligations and liabilities to ZSSD. The Board also approved that the Department develop a transition plan for operation of the facilities that meets all federal and state procurement standards. The Department reported on the Partnership's commitment to provide more information to the public via outreach efforts, obtain input on Annual and Five-Year Workplans, provide for responsible data sharing, and the formation of a Veterinary Advisory Group.
3. June 9, 2000. The Division reported on the transition plan that included a letter of inquiry to 30 zoos. Only ZSSD responded that they were willing and able to run the program at that time. The Board authorized the Division to begin a sole source contract process for the ZSSD to operate the Maui facility for FY01 and FY02 and to transfer the lease from TPF to ZSSD.
4. November 17, 2000. The Board approved a 2-year contract with ZSSD to provide services to operate the endangered bird captive propagation facilities on Maui and the island of Hawaii and conduct related forest bird propagation projects throughout the State.
5. August 23, 2002. The Board approved a 2-year contract with ZSSD to provide services to operate the endangered bird captive propagation facilities on Maui and the island of Hawaii and conduct related forest bird propagation projects throughout the State. The purchase of these services was approved as an Exempt Purchase by the Chief Procurement Officer on 6/19/02 (Exempt Purchase Approval No. 02-55-J).
6. May 14, 2004. The Board approved a 2-year contract with ZSSD to provide services to operate the endangered bird captive propagation facilities on Maui and the island of Hawaii and conduct related forest bird propagation projects throughout the State. The purchase of these services was approved as an Exempt Purchase by the Chief Procurement Officer on 6/16/04 (Exempt Purchase Approval No. 02-55-J).
7. May 26, 2006. The Board approved a 2-year contract with ZSSD to provide services to operate the endangered bird captive propagation facilities on Maui and the island of Hawaii and conduct related forest bird propagation projects throughout the State.

8. June 23, 2006. The Board approved an amendment to the above contract that would provide additional funds to build a captive Maui Parrotbill flock. The purchase of these services was approved as an Exempt Purchase by the Chief Procurement Officer on 8/09/06 (Exempt Purchase Approval No. 07-009-J).
9. June 13, 2008. The Board approved a 2-year contract with ZSSD to provide services to operate the endangered bird captive propagation facilities on Maui and the island of Hawaii and conduct related forest bird propagation projects throughout the State. The purchase of these services was approved as an Exempt Purchase by the Chief Procurement Officer on 6/19/08 (Exempt Purchase Approval No. 09-036-C).
10. May 13, 2010. The Board approved a 2-year contract with ZSSD to provide services to operate the endangered bird captive propagation facilities on Maui and the island of Hawaii and conduct related forest bird propagation projects throughout the State. The purchase of these services was approved as an Exempt Purchase by the Chief Procurement Officer on 2/25/10 (Exempt Purchase Approval No. 10-057-D).
11. February 3, 2012. The Board approved a 2-year contract with ZSSD to provide services to operate the endangered bird captive propagation facilities on Maui and the island of Hawaii and conduct related forest bird propagation projects throughout the State. The purchase of these services was approved as an Exempt Purchase by the Chief Procurement Officer on 6/18/2012 (Exempt Purchase Approval No. 12-097-D).
12. May 9, 2014. The Board approved a 2-year contract with ZSSD to provide services to operate the endangered bird captive propagation facilities on Maui and the island of Hawaii and conduct related forest bird propagation projects throughout the State. The purchase of these services was approved as an Exempt Purchase by the Chief Procurement Officer on 5/20/2014 (Exempt Purchase Approval PE14-0805).
13. February 26, 2016. The Board approved a 2-year contract with ZSSD to provide services to operate the endangered bird captive propagation facilities on Maui and the island of Hawaii and conduct related forest bird propagation projects throughout the State. The purchase of these services was approved as an Exempt Purchase by the Chief Procurement Officer on 3/18/2016 (Exempt Purchase Approval PE16-047c).
14. December 14, 2018. The Board approved a 2-year contract with ZSSD to provide services to operate the endangered bird captive propagation facilities on Maui and conduct related forest bird propagation projects throughout the State. The purchase of these services was approved as an Exempt Purchase by the Chief Procurement Officer on April 5, 2018 (Exempt Purchase Approval PE18-048K).
15. May 14, 2021. The Board approved a 2-year contract with ZSSD to provide services to operate the endangered bird captive propagation facilities on Maui and conduct related forest bird propagation projects throughout the State. The purchase of these services was approved as an Exempt Purchase by the Chief Procurement Officer on April 9, 2021 (Exempt Purchase Approval PE21-042SK).

### CONTRACT PROVISIONS

The proposed contract will provide \$1,000,000 of federal funds (\$500,000 in FY23 and \$500,000 in FY24) to the Zoological Society of San Diego dba San Diego Zoo Wildlife Alliance to provide services to operate the State-leased captive propagation facilities at the Maui Bird Conservation Center on Maui and to provide expert avicultural services to conduct related forest

bird propagation projects at the Keauhou Bird Conservation Center, Volcano and throughout the State (Attachment A). This contract will be effective for the period July 1, 2022, to June 30, 2024. The \$1,000,000 is composed entirely of Federal funding provided to the state through a grant from the U.S. Fish and Wildlife Service. The Zoological Society of San Diego will provide an estimated \$333,334 of private funds or in-kind services to meet the State matching requirement for these Federal funds. Entering the contract and continuing the contract for Year 2 (FY24) will be contingent on continued receipt of Federal grants and availability of Federal funds for this project.

The major activities planned for the program will be to continue to develop and implement successful captive propagation and reintroduction programs for Alala, Maui Parrotbill, Palila, Akikiki and Akekee, as agreed to by the Forest Bird Conservation Breeding Partnership. The Zoological Society of San Diego will provide personnel, goods and services to operate and maintain the Maui facilities as an integrated program with the Hawai'i facilities; provide care and breeding of captive endangered birds; assist in collection and release of forest birds; administer the program; and provide annual progress and financial reports by November 30, 2023, and November 30, 2024. The scope of work implements the next two years of the jointly developed captive propagation work plan.

Upon approval by the Board, the Division will process a procurement exemption request for the purchase of these services from The Zoological Society of San Diego, negotiate the terms and conditions of the contract based on the parameters discussed above, submit the contract for review and approval as to form by the Attorney General, and process the document for signature by the Chairperson.

#### **CHAPTER 343 – ENVIRONMENTAL ASSESSMENT:**

In accordance with the requirements of Chapter 343, HRS, Hawaii Administrative Rule Section 11-200-8(6), the Exemption List for the Division of Forestry and Wildlife, Department of Land and Natural Resources as reviewed and concurred upon by the Environmental Council on November 10, 2020 the subject project is exempt from the preparation of an environmental assessment pursuant to the following exemption classes:

From the DLNR November 10, 2020 Exemption List:

General Exemption Type 1, Part 1, #4, "Operation, repair and maintenance, of existing structures and facilities, including baseyards, offices, cabins, sheds, and fencing."

General Exemption Type 4, Part 1, #15, "Captive propagation of birds, mammals, invertebrates, or aquatic organisms; cultivation of plants. Housing, care, feeding, veterinarian examination, breeding (pairing, hatching, brooding, fledgling, rearing), cross fostering, double clutching nests, and experimental studies of native species (including those which are rare, threatened or endangered), game birds and game mammals"


Refer to attached Exemption Notification labeled Exhibit A.

**RECOMMENDATIONS:**

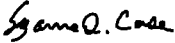
That the Board:

- 1) Declare that, after considering the potential effects of the proposed project as provided by Chapter 343, HRS, and Chapter 11-200, HAR, this project will probably have minimal or no significant effect on the environment and is therefore exempt from the preparation of an environmental assessment.
- 2) Delegates authority to the Chairperson to negotiate and execute a Contract for Services for two years in the amount not to exceed \$1,000,000 with the Zoological Society of San Diego subject to:
  - a) The receipt of Federal grants and availability of Federal funds for the contract,
  - b) The approval by the Chief Procurement Officer of this as an exempt purchase,
  - c) Approval as to form by the Attorney General's Office.

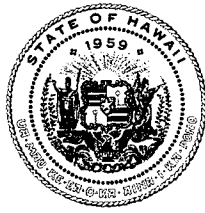
Respectfully submitted,

for   
\_\_\_\_\_  
DAVID SMITH, Administrator  
Division of Forestry and Wildlife

APPROVED FOR SUBMITTAL:

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

DAVID Y. IGE  
GOVERNOR OF HAWAII



**STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES**

POST OFFICE BOX 621  
HONOLULU, HAWAII 96809

SUZANNE D. CASE  
CHAIRPERSON  
BOARD OF LAND AND NATURAL RESOURCES  
COMMISSION ON WATER RESOURCE MANAGEMENT

KEKOA KALUHIWA  
FIRST DEPUTY

JEFFREY T. PEARSON, PE  
DEPUTY DIRECTOR - WATER

AQUATIC RESOURCES  
BOATING AND OCEAN RECREATION  
BUREAU OF CONVEYANCES  
COMMISSION ON WATER RESOURCE MANAGEMENT  
CONSERVATION AND COASTAL LANDS  
CONSERVATION AND RESOURCES ENFORCEMENT  
ENGINEERING  
FORESTRY AND WILDLIFE  
HISTORIC PRESERVATION  
KAHOOLAWE ISLAND RESERVE COMMISSION  
LAND  
STATE PARKS

**EXEMPTION NOTIFICATION**

Regarding the preparation of an environmental assessment pursuant to Chapter 343, HRS.

Project Title:	Request for approval to enter into a multi-year contract with the Zoological Society of San Diego to operate the endangered bird captive propagation facility on Maui, the Maui Bird Conservation Center, and to provide expert avicultural services to conduct related forest bird propagation projects at the Keauhou Bird Conservation Center on the island of Hawaii and throughout the State.
Project Number:	N/A
Protect Description:	Approving a continuing contractual relationship with the Zoological Society of San Diego to operate the state's Captive Propagation Program for an additional two years. This action was approved at the Board of Land and Natural Resources meeting on July 22, 2022.
Chapter 343 Trigger(s)	Use of state facilities
Exemption Class & Description:	Exemption Class No. 1, Part 1, #4 of the Department of Land and Natural Resources List: "Operation, repair and maintenance, of existing structures and facilities, including base yards, offices, cabins, sheds, and fencing." Exemption Type 4, Part 1, #15, "Captive propagation of birds, mammals, invertebrates, or aquatic organisms; cultivation of plants. Housing, care, feeding, veterinarian examination, breeding (pairing, hatching, brooding, fledgling, rearing), cross fostering, double clutching nests, and experimental studies of native species (including those which are rare, threatened, or endangered), game birds and game mammals"  The Zoological Society of San Diego has operated the state-owned Maui Bird Conservation Center at Olinda, Maui and the Keauhou Bird Conservation Center at Volcano, Hawaii since 1999.
Recommendation:	It is anticipated that this project will have minimal or no significant effect on the environment and is presumed to be exempt from the preparation of an environmental assessment.

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

\_\_\_\_\_  
Date



**STATE PROCUREMENT OFFICE  
NOTICE OF REQUEST FOR EXEMPTION  
FROM HRS CHAPTER 103D**

State Procurement Office  
Received: 05/20/2022

TO: Chief Procurement Officer

FROM: Lands and Natural Resources/Forestry and Wildlife **1..8**  
*Name of Requesting Department*

*Pursuant to HRS § 103D-102(b)(4) and HAR chapter 3-120, the Department requests a procurement exemption for the following:*

1. Describe the goods and/or services:  
Provide expert services for the State of Hawaii in collaboration with the Forest Bird Conservation Breeding Partnership. Services to be provided include operation of the Maui Bird Conservation Center located in Olinda on the island of Maui, all aspects of the avicultural care and breeding of endangered birds, operations and maintenance of captive facilities, veterinary care of captive birds, assistance with field collections and releases of birds, working with cooperating agencies to integrate the conservation breeding program with other aspects of endangered bird management and recovery, public outreach, and a contribution of no less than \$333,334 in cash or in-kind services over the grant period to provide the match for the federal funding contributing to this project.

2. Vendor/Contractor/Service Provider:	Zoological Society of San Diego	3. Amount of Request: \$ \$500,000 (FY23)/ \$500,000 (FY24)
4. Term of Contract From: 1-Jul--z-3-22 To: 30-Jun-24, <b>LB</b>	5. Prior SPO-007, Procurement Exemption (PE): PE21-042SK, PE18-04BK, PE16-047c, PE14-0805	

6. Explain in detail, why it is not practicable or not advantageous for the department to procure by competitive means:  
See attached explanation on page 3-4

7. Explain in detail, the process that will be or was utilized in selecting the vendor/contractor/service provider:  
N/A

8. Identify the primary responsible staffperson(s) conducting and managing this procurement. (Appropriate delegated procurement authority and completion of mandatory training required).  
\*Point of contact (Place asterisk after name of person to contact for additional information).

Name	Division/Agency	Phone Number	e-mail address
Lainie Berry*	DLNR-DOFAW	808 587-4158	lainie.berri@hawaii.gov


**All requirements/approvals and internal controls for this expenditure is the responsibility of the department.  
I certify that the information provided above is, to the best of my knowledge, true and correct.**

JD      B      Spencer Q. Code      May 11, 2022  
 \_\_\_\_\_  
 Department Head Signature      Date

**For Chief Procurement Officer Use Only**

Date Notice Posted: 5/20/2022

Inquiries about this request shall be directed to the contact named in No. 8. Submit written objection to this notice to issue an exempt contract within seven calendar days or as otherwise allowed from date notice posted to:

[state.procurement.office@hawaii.gov](mailto:state.procurement.office@hawaii.gov)

Chief Procurement Officer (CPO) Comments:

Approval is granted for the period from 07/01/2022 to 06/30/2024 with the understanding that the department has determined that it is not practicable or advantageous to procure the services via traditional procurement methods.

This approval is for the solicitation process only. Per HRS Section 103D-310(c) and HAR Section 3-122-112, the procuring officer shall verify compliance (i.e. vendor is required to provide proof of compliance and may use the Hawaii Compliance Express) for all contracts awarded. Copies of the compliance and the awards posting are required to be documented in the procurement/contract file.

The award is required to be posted on the Hawaii Awards and Notices Data System (HANDS) pursuant to Procurement Circular PC2019-05. The department is also reminded awards are required to be posted within seven (7) calendar days after the Notice of Award Date.

If there are any questions, please contact Jittima Laurita at 586-0766 or [jittima.laurita@hawaii.gov](mailto:jittima.laurita@hawaii.gov)

Approved       Disapproved       No Action Required

Spencer Q. Kalakau      06/02/2022  
 \_\_\_\_\_  
 Chief Procurement Officer Signature      Date





**STATE OF HAWAII**  
**CONTRACT FOR GOODS AND SERVICES**  
 (IN THE FOLLOWING CATEGORIES: EXEMPT; SMALL PURCHASE;  
 SOLE SOURCE; OR EMERGENCY)

This Contract, executed on the respective dates indicated below, is effective as of \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_ Board of Land and Natural Resources \_\_\_\_\_,  
(Insert name of state department, agency, board or commission)  
 State of Hawaii ("STATE"), by its \_\_\_\_\_ Chairperson \_\_\_\_\_,  
(Insert title of person signing for State)  
 (hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")), whose address is \_\_\_\_\_ 1151 Punchbowl Street, Room 130, Honolulu, Hawaii 96813 \_\_\_\_\_ and \_\_\_\_\_ Zoological Society of San Diego \_\_\_\_\_ ("CONTRACTOR"), a \_\_\_\_\_ Non-profit Corporation \_\_\_\_\_,  
(Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the Contractor)  
 under the laws of the State of \_\_\_\_\_ California \_\_\_\_\_, whose business address and federal and state taxpayer identification numbers are as follows: \_\_\_\_\_ P.O. Box 120551, San Diego, California 92112-0551 \_\_\_\_\_ FEIN #: 95-164-8219, Hawaii General Excise #: n/a \_\_\_\_\_

**RECITALS**

A. The STATE is in need of the goods and services, or both, described in this Contract and its attachments. The CONTRACTOR is agreeable to providing the goods and services, or both, as the case may be.

B. This Contract is for (check one box):

(1) A procurement expenditure of public funds for goods or services, or both, that is otherwise exempt from public bidding as set forth in section 103D-102, Hawaii Revised Statutes ("HRS"), and chapter 3-120, Hawaii Administrative Rules ("HAR"); or

\_\_\_\_\_ ; or  
 (2) A small purchase procurement of goods or services, or both, as set forth in section 103D-305, HRS, and subchapter 8, chapter 3-122, HAR; or

(3) A sole source procurement of goods or services, or both, as set forth in section 103D-306, HRS, and subchapter 9, chapter 3-122, HAR; or

(4) An emergency procurement of goods or services, or both, as set forth in section 103D-307, HRS, and subchapter 10, chapter 3-122, HAR.

C. Money is available to fund this Contract pursuant to:

(1) \_\_\_\_\_  
(Identify state sources)

or (2) \_\_\_\_\_ U.S. Fish and Wildlife Service, ESA Section 6 Program (16 U.S.C 1531-1543) (S-535) \_\_\_\_\_  
(Identify federal sources)

or both, in the following amounts: State \$ \_\_\_\_\_  
 Federal \$ 1,000,000 \_\_\_\_\_

D. Pursuant to \_\_\_\_\_ HRS 171-6 \_\_\_\_\_, the STATE  
(Legal authority to enter into this Contract)  
 is authorized to enter into this Contract.

E. The agency's Chief Procurement Officer is \_\_\_\_\_ Suzanne D. Case \_\_\_\_\_ who  has approved this procurement or  is not required to approve this procurement.

NOW, THEREFORE, in consideration of the promises contained in this Contract, the STATE and the CONTRACTOR agree as follows:

1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in Attachment-S1, which is made a part of this Contract.

2. Compensation. The CONTRACTOR shall be compensated for goods supplied or services performed, or both, under this Contract in a total amount not to exceed One million DOLLARS (\$ 1,000,000 ), including approved costs incurred and taxes, according to the Compensation and Payment Schedule set forth in Attachment-S2, which is made a part of this Contract.

3. Time of Performance. The services or goods required of the CONTRACTOR under this Contract shall be performed and completed in accordance with the Time of Performance set forth in Attachment-S3, which is made a part of this Contract.

4. Bonds. The CONTRACTOR  is required to provide or  is not required to provide:  a performance bond,  a payment bond,  a performance and payment bond in the amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ ).

5. Standards of Conduct Declaration. The Standards of Conduct Declaration of the CONTRACTOR is attached to and made a part of this Contract.

6. Other Terms and Conditions. The General Conditions and any Special Conditions are attached to and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control.

7. Liquidated Damages. Liquidated damages shall be assessed in the amount of Not Applicable DOLLARS (\$ \_\_\_\_\_ ) per day, in accordance with the terms of paragraph 9 of the General Conditions.

8. Notices. Any written notice required to be given by any party to this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice to the STATE shall be sent to the HOPA'S address indicated in the Contract. Notice to the CONTRACTOR shall be sent to the CONTRACTOR'S address indicated in the Contract. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the STATE in writing of any change of address.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first above written.

**STATE**

\_\_\_\_\_  
(Signature)

Suzanne D. Case

\_\_\_\_\_  
(Print Name)

Chairperson, Board of Land and Natural Resources

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
(Date)

**CONTRACTOR**

Zoological Society of San Diego

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Signature)

Paul A. Baribault

\_\_\_\_\_  
(Print Name)

President/CEO \*

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
(Date)

CORPORATE SEAL

(If available)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Deputy Attorney General

\* Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached.