

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

August 12, 2022

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

Land Board Members:

**SUBJECT: REQUESTS FOR (1) APPROVAL FOR THE USE OF A REQUEST FOR INTEREST FOR FEDERAL GRANTS ADMINISTERED BY THE U.S.D.A. FOREST SERVICE'S BIPARTISAN INFRASTRUCTURE LAW (BIL) GRANT FUNDING FOR FOREST ACTION PLAN (FAP) IMPLEMENTATION (2) A DELEGATION OF AUTHORITY TO THE CHAIRPERSON TO AWARD, EXECUTE, AND EXTEND AGREEMENTS WITH SUCCESSFUL APPLICANTS TO PROVIDE SERVICES AND TO ISSUE ANNUAL REQUESTS FOR INTEREST AND AWARDS UNDER THIS GRANT PROGRAM.**

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 applicants to provide services, if any, and to issue future RFI and awards on an annual basis for the U.S.D.A. Forest Services Program titled Urban & Community Forestry Program (Budget Infrastructure Legislation).

**BACKGROUND**

The U.S.D.A. Forest Service (USFS) and established the National Urban & Community Forestry Program (Budget Infrastructure Legislation) to focus on program delivery and assistance to identified areas and issues in the Forest Action Plans. The primary goal of the Urban and Community Forestry (UCF) Program is to establish self-sustaining local UCF programs that improve the condition and extent of trees and forests in cities, suburbs and communities.

The Department of Land and Natural Resources Division of Forestry and Wildlife (DOFAW) does not manage most urban and community lands and their resources through the State. DOFAW is interested in allowing opportunities for applicants to provide services to participate in this federal process and if selected to be incorporated into the proposal request from DOFAW. The selected applicant(s) will be responsible for the management and coordination of the grant through a close working relationship with the DOFAW and the U.S.D.A. Forest 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 and services under the federal grant. A request for interest for this solicitation will be the most advantageous procurement process, because time and economic situations preclude the use of other source selection methods. The Urban & Community Forestry Program (Budget Infrastructure Legislation) grant award is expected to begin September 1, 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 applicants to provide services 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 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:

Heather McMillen, DOFAW Urban and Community Forester  
Tanya Rubenstein, DOFAW Cooperative Forester  
Rob Hauff, DOFAW Forest Health Coordinator  
Marissa Zhang, DOFAW Service Forester  
Michael Walker, DOFAW Fire Protection Forester

In order 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, 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 RFI, award, execute and extend agreements for this grant opportunity on an annual basis, if they are 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 Urban and Community Forestry Program (Budget Infrastructure Legislation).
  - b. An evaluation committee comprised of at least three 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 Urban and Community Forestry Program (Budget Infrastructure Legislation) 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**

August 3, 2022

**RFI No. BIL-UCF-FY23**

Request for Interest for the U.S.D.A. Forest Service's  
Bipartisan Infrastructure Law (BIL) Grant Funding for Forest Action Plan (FAP)  
Implementation

**SUBMITTALS WILL BE RECEIVED UP TO 5:00 PM (HST) ON  
September 30, 2022**

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

APPLICATIONS FOR THE BIL-UCF PROGRAM WILL BE SUBMITTED TO THE DEPARTMENT OF LAND AND NATURAL RESOURCES, DIVISION OF FORESTRY AND WILDLIFE THROUGH THE ONLINE APPLICATION PORTAL, AVAILABLE ON THEIR WEBSITE. APPLICATIONS MUST BE RECEIVED BY THE ABOVE DEADLINE, EVIDENCED BY THE DATE AND TIME STAMP UPON SUBMISSION.

**RFI Registration and Inquiries**

If you are interested in responding to this request for proposals, please register your organization by September 10, 2022 providing a contact name, address, phone number, and email address. This will ensure you will receive notification of any changes or addendums. Send your information to Heather McMillen at [heather.l.mcmillen@hawaii.gov](mailto:heather.l.mcmillen@hawaii.gov).

## **Request for Interest**

### **Urban and Community Forestry Opportunity with The Bipartisan Infrastructure Law (BIL) Funding for Forest Action Plan (FAP) Implementation**

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

The Department of Land and Natural Resources (DLNR), Division of Forestry and Wildlife (DOFAW) is seeking responsible applicants to provide services for the U.S. Department of Agriculture (USDA) Forest Service competitive grants: The Bipartisan Infrastructure Law (BIL) Grant for Forest Action Plan (FAP) Implementation.

Funds are awarded through a competitive process with emphasis on FAP Urban and Community Forestry Priority Areas of: Climate Change Mitigation, Education & Outreach, Emergency Management, Human Health & Wellbeing, Invasive Species and Urban Forest Resilience, Ordinances & Legislation, Urban Tree Care, Water Quality & Green Infrastructure, and Wildland Urban Interface. Priority will be given to proposals that address equity and environmental justice and support disadvantaged communities with regard to urban and community forestry impacts.

The selected applicants will be responsible for the implementation, coordination, and reporting of the proposed project, supported by a close working relationship with the DLNR Division of Forestry and Wildlife and the USDA Forest Service.

#### **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 applicant has any obligations under this request for interest. Selection of applicants 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 Bipartisan Infrastructure Law (BIL) Grant for Forest Action Plan (FAP) Implementation grants are federally funded programs providing States with financial assistance to advance objectives and fund priority urban and community forestry projects identified in the State Forest Action Plan (Issue Four). As part of [Executive Order 14008](#), the USDA Forest Service encourages States to focus federal Urban and Community Forestry program assistance and outreach benefits towards disadvantaged communities and consider environmental justice, equity, climate change mitigation and adaptation, and workforce training in their program delivery.

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

The Bipartisan Infrastructure Law (BIL) Grant for Forest Action Plan (FAP) Implementation is funded by the USDA Forest Service to advance Urban and Community Forestry Priorities in State Forest Action Plans. Funds are made available and awarded through a competitive

process with emphasis on Urban and Community Forestry Priorities of: Climate Change Mitigation, Education & Outreach, Emergency Management, Human Health & Wellbeing, Invasive Species and Urban Forest Resilience, Ordinances & Legislation, Urban Tree Care, Water Quality & Green Infrastructure, and Wildland Urban Interface. Priority will be given to proposals that address equity and environmental justice with regard to urban and community forestry impacts.

Approved projects must include goals that relate to environmental justice and equity concerns. Environmental justice refers to ways in which lack of equity has affected access to natural resources and ecosystems services they provide, such as clean air, outdoor recreation spaces, or mitigation of environmental hazards. Equity refers to societal disparities in factors such as living conditions, health outcomes, and political power, particularly as those disparities have historically affected people of color, Indigenous people, low-income communities, people with disabilities, and other disadvantaged groups and individuals. The focus of the grant program on equity and environmental justice thus includes a commitment to promoting equitable outcomes for project investments in relation to urban and community forest planning and management.

DOFAW is looking for other non-federal agencies and organizations interested in advancing Forest Action Plan priorities with Urban and Community Forestry.

DOFAW will submit projects that address the top priorities identified in the [Hawaii Forest Action Plan](#) to the USDA Forest Service for final selection of awardees.

## **5. DESCRIPTION OF WORK**

The selected applicants will be responsible for implementing, managing, and reporting on project outcomes with respect to the BIL funding goals and eligible activities (details below). The selected applicants must demonstrate the ability to meet a proposed timeline and provide deliverables based on the [Hawaii Forest Action Plan, Section 4: Urban and Community Forestry](#).

The grant program is funded by federal dollars from the USDA Forest Service. Requests are limited to a minimum of \$10,000 and a maximum of \$50,000.

The 50/50 match using non-federal sources will be waived; however, selected applicants must track and report total number of volunteers and total hours of volunteer service contributed by their projects. Additional data is also to be reported, dependent upon project scope, and agreed in consultation with DOFAW. At the conclusion of the grant, DOFAW will seek to describe and document the environmental gains and societal benefits derived from each grant. This will require the cooperation of each grant recipient to provide requested documentation in collaboration with the partnership coordinator. Examples of documentation sought could include mapping data, community statements, tree inventories, workshop summaries and lists of participants, and georeferenced data for any trees planted or maintained.

If the project involves tree planting and/or tree distribution, please review [U.S. Executive Order 13112 dated February 3, 1999](#), subject "Invasive Species." To comply, work under this grant generally cannot support the growing, planting or distribution of invasive species. Please visit

[www.plantpono.org](http://www.plantpono.org) to confirm Weed Risk Assessment scores for Hawaii.

### **Program Goals:**

Overall, program goals should focus on program delivery and assistance to identified areas and issues in the Forest Action Plans and that lead to the establishment of self-sustaining local Urban and Community Forestry (UCF) programs that improve the condition and extent of trees and forests in cities, suburbs and communities. The USDA Forest Service encourages States to focus federal UCF program assistance and outreach efforts on helping foster resilient, adaptive ecosystems to mitigate climate change and deliver benefits to the public.

Additionally, program goals should also focus on assistance and outreach benefits towards disadvantaged communities and consider environmental justice, equity, climate change mitigation and adaption, and workforce training in their program delivery. Environmental justice refers to ways in which lack of equity has affected access to natural resources and ecosystems services they provide, such as clean air, outdoor recreation spaces, or mitigation of environmental hazards. Equity refers to societal disparities in factors such as living conditions, health outcomes, and political power, particularly as those disparities have historically affected people of color, Indigenous people, low-income communities, people with disabilities, and other disadvantaged groups and individuals.

### **At least one of the objectives in your scope of work should tie to one of the following:**

1. Program assistance and outreach benefits towards disadvantaged communities and consider environmental justice, equity, climate change mitigation and adaption, and workforce training in their program delivery.
2. Advance inventory, monitoring, and assessment information across all lands.
3. Build urban forest resilience and mitigate the impacts of invasive pests and catastrophic events.
4. Work across jurisdictional boundaries, including State, local government, and private land owners, to leverage ideas and additional resources to benefit the larger landscape.
5. Collaborate with planning professionals and regional planning organizations to provide data, tools, and other assistance to help communities plan development to make the most of their urban and rural forest resources for the long term.
6. Facilitate watershed-based partnerships that foster conservation and community-based stewardship.
7. Support the creation and maintenance of jobs and economic opportunities for local communities to sustainably maintain trees and produce and use forest products.
8. Expand opportunities for underserved and at-risk youth to have meaningful outdoor experiences that lead to stewardship attitudes and behaviors, foster educational enrichment, and provide career development opportunities in natural resources.

### **Eligible Activities:**

1. Improve Education and Outreach on Urban and Community forestry
2. Planning (e.g., green infrastructure in urban and community spaces)
3. Climate Change Mitigation (e.g., heat island / ambient temperature reduction)
4. Advance Emergency Management Planning

5. Promote Human Health & Well-being
6. Enhance Invasive Species Management and Urban Forest Resilience
7. Advance Ordinances & Legislation to Maintain / Enhance / Support Urban Trees
8. Promote Urban Tree Care
9. Enhance Water Quality & Green Infrastructure

### **Ineligible Activities:**

Ineligible activities include but are not limited to:

1. Small business start-up funding
2. Research and development projects
3. Projects that are not of public benefit or publicly accessible
4. Purchasing of land
5. Purchasing of special purpose (technical) equipment greater than \$5,000 without prior approval by the awarding agency office (USFS Region 5)

### **Additional Eligibility Information**

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

### **Reporting**

All funded projects will be required to provide semi-annual grant accomplishment reports and financial status reports to DOFAW, as well as a final summary report and financial acquittal report. Reimbursement invoices may be submitted semiannually, accompanying reports.

### **Resources**

- [Hawaii Tree Canopy Viewer](#)
- [Equity — Resilience Office - City and County of Honolulu Office of Climate Change, Sustainability and Resiliency](#)
- [Healthy Trees Healthy Lives](#)
- [Oahu Heat Vulnerability Map Series](#)
- [Climate and Economic Justice Screening Tool](#)
- [CDC Places \(Health Indicator Data\)](#)
- [EPA EJScreen](#)
- [Kahea The Hawaiian-Environmental Alliance](#)
- [Vibrant Cities Lab](#)

### **9. TERM OF GRANT PERIOD**

Funding for this RFI will be associated with the state's fiscal years 2022-2024 and federal fiscal years 2022-2024. The RFI projects will start upon award of the grant and run for the term of the grant. Final reports and invoices are due within 30 days of grant period end.

### **10. FORMAT AND CONTENT**

Applications for the BIL-UCF program will be submitted to the Department of Land and Natural Resources, Division of Forestry and Wildlife through the online application portal, available on the website. All applications are reviewed and prioritized by DOFAW, and the highest ranked proposals will be submitted to the USDA Forest Service.

Please use English only and provide all financial information in U.S. dollars. The RFI is open to all qualified applicants, as detailed in the grant requirements, and selection will be based on evaluation criteria detailed in this RFI.

Submittals are due by **5:00 p.m. (HST) on September 30, 2022**. All submittals will be automatically time stamped upon receipt in Hawaii Standard Time zone. Any submittal received after the deadline date and time will not be considered for selection.

All applicants are to complete and submit to DOFAW the FY 2023 Grant Application\* which includes information about the following:

- Project Title
- Project Description
- Relation to Forest Action Plan
- Proposed Activities
- Project Partners/Collaborators
- Project Beneficiaries
- How the Project Addresses Environmental Justice and/or Equity
- Project Sustainability
- Budget
- Letters of Support

**\*Applicants are to submit the application online to DOFAW - the final submission process to the USFS will be completed by DOFAW if an application is selected to progress.**

A copy of the application form is attached to this document.

## **11. EVALUATION CRITERIA**

### ***Urban and Community Forestry Program of BIL***

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 responsible applicants whose proposal is/are determined to be the most advantageous to the State based on the evaluation criteria listed in this section. Proposal will be reviewed for inclusion of necessary documents and proposal requirements; any proposals that do not contain the required documents may be deemed unacceptable. All acceptable proposals will be viewed by an evaluation committee as specified in this section. The State reserves the right to determine what is in the State's best interest in this evaluation process. The State reserves the right to select portions of a proposal, or to reject any and all proposals.

Those proposals that are determined to be acceptable shall be evaluated based upon the criteria detailed below. The evaluation process will award points for each criterion based on the total available points for that criterion. Proposals that are disqualified from further consideration will be emailed a Notice of Determination October 10, 2022. **The total number of points used to score the BIL proposal is 70.**

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

**Screening Criteria:**

- Meets the general project eligibility (Yes = Eligible; No = Ineligible)

**Evaluation Criteria:**

**A. Project Justification (Total points = 10)**

Strong rationale demonstrating a need for and the significance of proposed work. Succinct and relevant project overview/purpose statement; clearly communicate the value of the project - the what, why and how this project will positively impact your community, as well as align with FAP goals.

**B. Relationship to Forest Action Plan Priority Areas ([Issue Four: Urban & Community Forestry](#)) (Total points = 10)**

Clearly describes with specificity activities to be completed with grant funds and leveraged resources. Project activities and outcomes are strongly aligned with FAP priority areas. Demonstrates clear contribution to state-wide urban and community forestry goals.

**C. Equity & Justice considerations (Total points = 10)**

Describes clearly how this project encourages and ensures access and inclusion and addresses equity and environmental justice.

**D. Feasibility (Total points = 10)**

Personnel, partners, project activities timeline, and budget expenditures congruent with project description and outcomes.

**E. Beneficiaries (Total points = 10)**

Communicates an excellent understanding of the potential impact of the project on partner communities. Both direct and indirect beneficiaries are easily identifiable.

**F. Assessment (Total points = 10)**

Clear picture of how success will be measured and communicated in order to demonstrate the degree to which outcomes are met.

**G. Sustainability and long term impacts (Total points = 10)**

Project explains/displays how this investment will lead to a long-term benefit that addresses the priority issue(s) of the Hawaii Forest Action Plan that the project aims to impact. Project will clearly result in enhanced skills, capabilities, and/or quality of urban and community forests, and/or quantity of urban and community forests beyond the life of the project. Examples may include project resource sharing and/or agreements among project collaborators extend beyond the project period.

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

**Civil Rights:** the selected applicant 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 applicant 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 UCF 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 APPLICANTS** - Applicants are advised that if awarded an agreement under this solicitation, Applicant shall, upon award of the agreement, furnish proof of compliance with the requirements of §103D-310(c), HRS within 30 days of the award date: Refer to the Award of Agreement provision herein for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

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

**4. TERM OF AGREEMENT**- Successful Applicants shall be required to enter into a formal written agreement to commence work on this project. The initial term of the agreement shall be for funds allocated in the state's fiscal years 2022-2024 and federal fiscal years 2022-20245 period starting on the official commencement date of the Notice to Proceed. The Successful Applicant or State may terminate the extended agreement period at any time upon one month's prior written notice.

**5. AGREEMENT ADMINISTRATOR**- For the purposes of this agreement, Heather McMillen, DOFAW Urban and Community Forester (808) 286-7218, or authorized representative, is designated the Agreement Administrator for UCF grants.

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

- a) The RFI is issued pursuant to [Subchapter 4.5 of HAR Chapter 3-122, implementing HRS Section 103D-303](#).
- b) The procurement process begins with the issuance of the RFI and the formal response to any written questions or inquiries regarding the RFI.
- c) All proposals and other material submitted by Applicants to provide services 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 Applicants who submitted the highest-ranked proposals.
- f) The contents of any proposal shall not be disclosed during the review, evaluation, discussion, or negotiation process. Those sections that the Applicant and the State agree are confidential and/or proprietary should be identified by the Applicant(s) and shall be excluded from access.
- g) The Procurement Officer or an evaluation committee reserves the right to determine what is in the best interest of the State for purposes of reviewing and evaluating proposals submitted in response to the RFI. The Procurement Officer or an evaluation committee will conduct a comprehensive, fair and impartial evaluation of proposals received in response to the RFI.
- h) The RFI, any addenda issued, and the successful Applicants' proposal shall become a

part of the agreement. All proposals shall become the property of the State of Hawaii.

**7. CONFIDENTIAL INFORMATION** - If a person believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld as confidential, then the 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. Applicant 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 Heather McMillen, DOFAW Urban and Community Forester (808) 286-7218, [heather.l.mcmillen@hawaii.gov](mailto:heather.l.mcmillen@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 Applicant shall remain firm for a ninety (90) day period.

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

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

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

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

**14. GOVERNING LAW: COST OF LITIGATION-**The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties to this agreement, shall be governed by the laws of the State of Hawaii. Any action at law or equity to enforce or interpret the provisions of this agreement shall be brought in a state court or competent jurisdiction in Honolulu, Hawaii. In case the State shall, without any fault on its part, be made a part to any litigation commenced by or against the Applicant in connection with this agreement, the Applicant, 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 Applicant 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 Applicant 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 Applicant's **exact legal name as registered with the Department of Commerce and Consumer Affairs**, if applicable; and to indicate exact legal name in the appropriate spaces on the Transmittal and Offer Form. Failure to do so may delay proper execution of the agreement. The authorized signature on the first page of the Offer Form shall be an authenticated digital signature.

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, an Applicant is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Applicant 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 Applicant'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 Applicant'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 Applicant in the event this RFI is cancelled, or a proposal is rejected.

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

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

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

**23. AWARD- Method of Award.** The award will be made to the responsive, responsible Applicant(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 Applicant(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 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 use the HCE services will be required to pay an annual fee of \$12. *Timely Submission of all Certificates:* The above certificate should be applied for and submitted to the Department of Land and Natural Resources/Division of Forestry and Wildlife as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

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

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

**25. NON-DISCRIMINATION-** The Applicant 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 Applicant 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 Applicant represents that neither the Applicant, nor any employee or agent of the Applicant, 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 Applicant's performance of this agreement.

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

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

**29. CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY APPLICANTS-** It has been determined that funds for this agreement have been appropriated by a legislative body. Therefore, Applicant, if awarded an agreement in response to this solicitation, agrees to comply with HRS Section 11-205.5, which states that campaign contributions are prohibited from a State and county government applicant during the term of the agreement if the applicant 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 Applicant by virtue of this agreement, which is identified as proprietary or confidential information, will be safeguarded by the Applicant 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 Applicant or the Applicant 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 Applicant 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 Applicant, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

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