

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

August 26, 2022

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

**REQUESTS FOR (1) APPROVAL FOR THE USE OF A REQUEST FOR INTEREST FOR GRANTS ADMINISTERED BY THE NATIONAL FISH AND WILDLIFE FOUNDATION, FOR THE “AMERICA THE BEAUTIFUL CHALLENGE” PROGRAM; (2) A DELEGATION OF AUTHORITY TO THE CHAIRPERSON TO AWARD, EXECUTE, AND EXTEND AGREEMENTS WITH SUCCESSFUL PROVIDERS 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 providers, if any, and to issue future RFI and awards on an annual basis for the National Fish and Wildlife Foundation (NFWF) titled “America The Beautiful Challenge” (ATBC).

**BACKGROUND**

The NFWF, through cooperative agreements with several federal agencies announced the launch of the ATBC Request for Proposals (RFP). This Request for Proposals consolidates funding from multiple federal agencies and the private sector to enable applicants to conceive and develop large-scale, locally led projects that address shared funder priorities spanning public and private lands.

Congress provided hundreds of millions of dollars through the Infrastructure Investment and Jobs Act (IIJA) to several federal agencies to fund conservation activities across the country. The ATBC was established to create a centralized funding source for applicants and simplify the process for applying for and receiving these conservation funds. NFWF is administering the ATBC funds which are expected to be a five-year program, contingent upon the federal appropriations process.

The ATBC vision is to streamline grant funding opportunities for new voluntary conservation and restoration projects around the United States. ATBC will prioritize proposals that implement voluntary large-scale, on-the-ground conservation activities or otherwise lead to on-the-ground implementation through capacity building, community engagement, planning and project design.

The overarching goal is to advance existing landscape conservation plans and/or propose to knit together a diverse stakeholder partnership that develops and/or implements new conservation plans.

The Department of Land and Natural Resources Division of Forestry and Wildlife (DOFAW) & Division of Aquatic Resources (DAR) are interested in allowing opportunities for providers to participate in this funding process and if selected to be incorporated into the proposal request from DOFAW & DAR. The selected provider(s) will be responsible for the management and coordination of the ATBC grant through a close working relationship with the DOFAW & DAR and NFWF to successfully implement the grant program.

### DISCUSSION

Based on the nature of this competitive federal funding, DOFAW & DAR are recommending that a request for interest be used for soliciting interest in providing the goods, services, land acquisition or construction under the ATBC 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 ATBC grant award is expected to begin January 2023. Pursuant to Hawaii Administrative Rules (HAR) §3-122-16.30, a determination by the Department procurement officer must be made for the use of the request for interest. A public notice will be publicized for this opportunity in accordance with 3-122-16.03(d), and selection of a provider or providers will be based on criteria established in the request for interest.

DOFAW & DAR recommend 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 & DAR recommend the following individuals:

#### **DOFAW**

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

#### **DAR**

Ryan Okano, DAR Aquatic Biologist  
Laura Jackson, DAR Office Assistant  
Anthony Olegario, RCUH/DAR Watershed Restoration Coordinator

To expedite the contracts for this procurement, DOFAW & DAR request that the Board delegate authority to the Chairperson to award, execute and extend 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 & DAR requests that the Board authorize the Chairperson to execute the 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 & DAR also request 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 NFWF.

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 funds for a NFWF grant to a third party and is not an action that proposes a “use,” “amendment,” “reclassification,” “construction,” “expansion,” “modification,” “unit,” “facility,” “landfill,” or “refinery” for which an environmental assessment is required under HRS section 343-5(a).

RECOMMENDATION:

That the Board, as the Department Procurement Officer:

- 1) Approve the use of:
  - a. A request for interest for the solicitation for the National Fish and Wildlife Foundation’s America the Beautiful Challenge grant program.
  - b. An evaluation committee comprised of the individuals identified above (or alternates with similar knowledge) to serve, evaluate and select the competitive proposals.
- 2) Delegate authority to the Chairperson to:
  - a. Award, execute and extend contracts for goods and services or construction, subject to the availability of funds and approval as to form by the Department of the Attorney General.
  - b. Approve the use of a Request For Interest on an annual basis for the solicitation, award, execution and extension of agreements for the National Coastal Wetlands Conservation federal grant program.

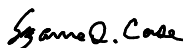
Respectfully submitted,




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BRIAN NEILSON,  
DAR Administrator

APPROVED FOR SUBMITTAL:




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

Attachments:

- 1) Appendix A – America the Beautiful Challenge RF

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Department of Land and Natural Resources  
Division of Aquatic Resources  
Division of Forestry and Wildlife

August 26, 2022

## **RFI No. ATBC-FY22**

### **Request for Interest for the America The Beautiful Challenge Grant Program**

**SUBMITTALS WILL BE RECEIVED UP TO 12:00 PM (HST) ON  
September 15, 2022**

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

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

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

If you intend to respond to this request for proposals, please contact Ryan Okano at [ryan.ly.okano@hawaii.gov](mailto:ryan.ly.okano@hawaii.gov) to register your organization otherwise you will not receive notification of any changes or addendums. Provide a contact name, address, phone number, and email address.

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## Request for Interests

### America The Beautiful Challenge Grant Program

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

The Department of Land and Natural Resources (DLNR) is seeking responsible provider(s) for the America the Beautiful Challenge (ATBC) 2022.

The National Fish and Wildlife Foundation (NFWF), through anticipated cooperative agreements from the Department of the Interior (DOI), Department of Defense (DoD), and the Department of Agriculture's U.S. Forest Service (USFS) and Natural Resources Conservation Service (NRCS), is pleased to announce the launch of the America the Beautiful Challenge (ATBC) 2022 Request for Proposals (RFP). The ATBC vision is to streamline grant funding opportunities for new voluntary conservation and restoration projects around the United States. This Request for Proposals is a first step toward consolidating funding from multiple federal agencies and the private sector to enable applicants to conceive and develop large-scale, locally led projects that address shared funder priorities spanning public and private lands.

In year one of the ATBC approximately \$85 million will be awarded in nationwide funding to advance the America the Beautiful Initiative and its goals to connect and restore the lands, waters, and wildlife upon which we all depend. In the first year, ATBC will seek to fund projects across the following themes:

1. Conserving and restoring rivers, coasts, wetlands and watersheds
2. Conserving and restoring forests, grasslands and other important ecosystems that serve as carbon sinks
3. Connecting and reconnecting wildlife corridors, large landscapes, watersheds and seascapes
4. Improving ecosystem and community resilience to flooding, drought and other climate-related threats
5. Expanding access to the outdoors, particularly in underserved communities

Collectively, these themes allow applicants to develop landscape-level ATBC proposals that address conservation and public access needs that showcase cumulative benefits to fish and wildlife, carbon sequestration and storage benefits, engage with and benefit underserved communities, support community access to nature, and help safeguard ecosystems through conservation, resilience-focused and nature-based solutions.

The selected provider(s) will be responsible for the management and coordination of the ATBC through a close working relationship with the DLNR Division of Forestry and Wildlife, Division of Aquatic Resources, and the National Fish and Wildlife Foundation to successfully implement the grant program objectives.

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

The RFI may be cancelled and any or all submittals rejected in whole or in part, without liability, when it is determined to be in the best interest of the state. Neither the DLNR purchasing agency nor the interested provider has any obligations under this request for interest. Selection of a

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provider or providers will be based on the criteria established in this request for interest. DLNR reserves the right to incorporate or not incorporate in the State's application for federal grants any recommendations presented in response to the request.

### **3. DESCRIPTION OF THE PROGRAM**

ATBC is a nationwide program. Projects throughout the U.S., U.S. territories and Tribal Nations are eligible for funding. Projects can be on public lands, Tribal lands, and private lands, and ideally span multiple landownership boundaries. ATBC will prioritize proposals that implement voluntary large-scale, on-the-ground conservation activities or otherwise lead to on-the-ground implementation through capacity building, community engagement, planning and project design. The overarching goal is to advance existing landscape conservation plans and/or propose to knit together a diverse stakeholder partnership that develops and/or implements new conservation plans.

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

The selected provider(s) will be responsible for managing and coordinating the ATBC proposal objectives, as well as implementing the long-term conservation of the resource.

Competitive proposals will increase interagency and intergovernmental collaboration and address more than one of the program priorities below.

**Benefit At-Risk Fish, Wildlife and Plant Species.** Conserve and restore habitat to improve ecosystem function and biological diversity, as identified by conservation plans, ITK, or emerging information for priority fish, wildlife and/or plant resources, such as threatened and endangered species, species of greatest conservation need (including game species).

**Expand Habitat Connectivity.** Conserve and restore priority habitat and stopover areas along key migratory routes; conserve, restore or improve fish passage; conserve or restore lands and/or waters that are critical to habitat connectivity; or expand and enhance wildlife corridors that contribute to larger-scale conservation efforts (e.g., removing and right-sizing culverts, removing encroaching trees from grassland and sagebrush ecosystems, rehabilitating areas damaged by fire, treating exotic/invasive vegetation to improve habitat values, or voluntary conservation easements to strengthen habitat connectivity).

**Provide a Range of Ecosystem Services.** Demonstrate and quantify a range of ecosystem services restored (e.g., improving stream flow for aquatic resources, watershed health, carbon sequestration, restoration of Tribal subsistence resources).

**Strengthen Ecosystem and Community Resilience.** Conserve and restore natural systems that help ecosystems and/or communities respond to, mediate and recover from disturbances such as floods, wildfire, drought (e.g., enhancing a wetland to improve coastal resilience, invasive species prevention or removal to reduce wildfire risk, restoring fire resilient stand structure and species composition in fire prone forests, water conservation to address drought, expansion of wetlands to protect from flooding, grassland restoration to promote natural prairie ecosystems). **Expand Public and Community Access to Nature.** Create, improve or expand opportunities for public access and recreation, in particular for underserved communities that lack access to the outdoors, in a manner consistent with the ecological needs of fish and wildlife habitat. Projects should be conducive to high-quality recreational experiences, such as biking, birding, boating,

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fishing, hiking, outdoor education, cultural activities, hunting and wildlife viewing. Projects should be predominantly nature-based in application. Hard infrastructure, such as parking lots and visitor center amenities, are not eligible under this funding opportunity.

**Engage Local Communities.** Applicants are encouraged to develop projects that incorporate outreach to communities, particularly underserved communities in accordance with the Administration's Justice40 initiative, foster community engagement, and pursue collaboration with farmers, ranchers, Tribal Nations, states or other land managers to produce measurable conservation benefits. When possible, projects should be developed through community input and co-design processes, and incorporating ITK when possible. Additionally, projects should engage community-level partners (e.g., municipalities, NGOs, community organizations), as appropriate, to help design, implement, and maintain projects to secure maximum benefits for communities, maintenance, and sustainability post-grant award.

**Support Tribally Led Conservation and Restoration Priorities.** Consistent with the Administration's commitment to honoring Tribal sovereignty and advancing equity for Indigenous people, applicants are encouraged to prioritize projects that uplift Tribal and Indigenous-led efforts. These efforts may include but are not limited to Tribal co-stewardship of federal or other lands, restoration of Tribal homelands, access to and/or restoration of sacred sites, and elevation of ITK.

**Contribute to Local or Tribal Economies.** Implement conservation projects that, as a co-benefit, directly contribute to local economies and underserved communities. For example, projects could help expand tourism or recreational economies, promote regenerative agriculture, or contribute to working lands and/or community or Tribal forestry. Applicants are encouraged to estimate the economic benefits that are expected because of the project (e.g., number of jobs sustained or created).

**Contribute to Workforce Development:** Develop the next generation of conservation professionals, including through support for national service, youth and conservation corps engaged in conservation and climate-related work. Projects that develop the restoration workforce, in particular with AmeriCorps and 21st Century Conservation Service Corps programs, are encouraged.

**Project Metrics**

All applications will be completed in NFWF's online Easygrants system. To better gauge progress on individual grants and to ensure greater consistency of project data provided by multiple grants, the Easygrants application includes a list of standard metrics options for describing project impacts and reporting outcomes.

**Funding Availability, Grant Categories, and Match**

Approximately \$85 million will be available for 2022, with four categories of grants, of which ATBC expects to award at least 10% for Tribal grants and 3% to U.S. territories. Funding is being provided to NFWF through cooperative agreements, or similar mechanisms, that allow for agency participation. Funding in this RFP is contingent upon final execution of the agency awards to NFWF.



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1. **States, Territories, and Tribal Implementation Grants:** Grants ranging from \$1 million to \$5 million will be awarded to states, U.S. territories and Tribal-affiliated organizations and governments to implement projects that address the program priorities on public, Tribal, and/or private lands. Landscape scale restoration requests beyond \$5 million may be considered on a case-by-case basis. Please contact NFWF program staff to discuss. Projects should be completed within four years of award and partnerships with NGOs and localities through subawards are encouraged. Grants under this category are contingent upon awards by DOI.
2. **Planning, Collaboration and Engagement for States, Territories and Tribes:** Grants of \$200,000 to \$1,000,000 will be awarded to states, U.S. territories, Tribal governments, and Tribal-affiliated organizations for projects that enhance local capacity to implement future on-the-ground actions through community-based assessments, partnership building, planning, project design, and other technical assistance-oriented activities. Projects in this category should include multiple partners, be at a significant scale for the landscape/watershed/seascape, clearly demonstrate how efforts will lead to implementation projects, and be completed within approximately one year of award. Grants under this category are contingent upon awards by DOI.
3. **Grants to Buffer and Benefit Public Lands:** Grants ranging from \$250,000 to \$1.5 million will be awarded for projects that result in direct, on-the-ground conservation actions that benefit National Forests and DoD facilities. Projects should be targeted toward outcomes identified in a conservation implementation plan and should be completed within two to four years of award. DoD funds will be prioritized to Sentinel Landscapes or areas that advance the military mission (e.g., the Pacific region or directly supporting an installation) and projects must be in the vicinity of or ecologically related to a DoD installation or range. DoD funds may not be used for work directly on military lands. USFS funds will support invasive species detection, prevention, and treatments benefiting USFS lands, as well as collaboratively-developed fish passage and water quality projects on Federal and Tribal lands. Grants under this category are contingent upon awards by DoD and USFS.
4. **Private Forests, Rangeland and Farmland Grants:** Grants ranging from \$200,000 to \$500,000 will support outreach and engagement with private landowners to advance voluntary conservation efforts on working lands that align with the NRCS Working Lands for Wildlife Framework and Initiatives (e.g. sagebrush, grasslands, bobwhite quail, northeast turtles, golden-winged warbler). Projects should be completed in two to three years. Grants under this category are contingent upon awards by NRCS.

**Project Period:** Anticipated completion time for funded projects typically will be 12–18 months for community engagement and design projects and 24–48 months for implementation projects following finalization of a grant agreement. Projects that can be implemented faster and at scale are preferred. Significant progress with project implementation is expected to be achieved in year one, including interim deliverables. Project start and end dates should define the period during which all proposed work is accomplished, all requested funds are spent, and all matching funds are spent or applied. Recipients of design projects awarded through this round of ATBC are encouraged to apply for implementation-ready projects in future RFP cycles. It is important for applicants who look to phase in other implementation projects over time, to articulate the phases in which they anticipate implementing to ensure the review panel has a complete understanding of the

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project breadth.

**Matching Funds:** Non-federal match helps demonstrate broad support for the project and may be required by the federal funding requirements. The following is the minimum match (in-kind and cash) requirements requested from potential applicants:

**DoD Conservation and Restoration Funds**

Recipient Type	Federal cost share	Non-federal cost share
All entities	100% of costs	Not required

**DOI Conservation and Restoration Funds**

Recipient Type	Federal cost share	Non-federal cost share
States	90% of costs	10% of costs, of which at least 2.5% must be cash
Indian Tribes & territories*	97% of costs	3% of costs, of which at least .75% must be cash  (WAIVED for Indian Tribes, fully covered by partnership with Native Americans in Philanthropy; WAIVED for territories per DOI legal interpretation, see below)*

**NRCS Technical Assistance Funds**

Recipient Type	Federal cost share	Non-federal cost share
All entities	50% of costs	50% of costs  (WAIVED for Indian Tribes: fully covered by Native Americans in Philanthropy)*

**USFS Conservation and Restoration Funds**

Recipient Type	Federal cost share	Non-federal cost share
All entities	80% of costs	20% of costs  (WAIVED for Indian Tribes: fully covered by Native Americans in Philanthropy)*

**Eligibility**

Based on legislative funding authorities, the DOI funding in this round can only support states, territories, Tribal governments, and Tribal-affiliated organizations.

**Eligible and Ineligible Entities**

- **State government agencies, territories of the United States, and Indian Tribes** are eligible to apply for all four grant categories.
- **Non-profit 501(c) organizations, local governments, municipal governments, and educational institutions** are eligible to apply for grants in categories (3) Grants to Buffer and Benefit Public Lands, and (4) Private Forests and Farmland.

Ineligible applicants include U.S. Federal government agencies, businesses, unincorporated individuals, and international organizations.

**Ineligible Uses of Grant Funds**

- Federal funds and matching contributions may not be used to procure or obtain equipment, services, or systems (including entering into or renewing a contract) that uses telecommunications equipment or services produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) as a substantial or essential component, or as critical technology of any system. Refer to Public Law 115-232, section 889 for additional information.
- Program funds and matching contributions may not be used to support political advocacy, fundraising, lobbying, litigation, terrorist activities or Foreign Corrupt Practices Act violations.
- Federal funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation and settlement agreements. However, grant funds may be used to support projects that enhance or improve upon existing baseline compliance efforts.

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**5. TERM OF GRANT PERIOD**

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

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

**6. FORMAT AND CONTENT**

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

Submittals are due at the relevant email below by **12:00 p.m. (HST) on September 15, 2022.** All submittals must be time stamped upon receipt according to the time it was delivered to the inbox of the recipient in the time zone of the recipient. Any submittal received after the deadline date and time will not be considered for selection. All submittals must include the following label in the subject heading of the email:

**Label:** **ATBC Request for Interest**

**Email Address:** ryan.ly.okano@hawaii.gov

ALL SUBMITTALS MUST USE THE FOLLOWING:

**A. Cover Letter ONE PAGE MAXIMUM**

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

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

Provide a brief description of the proposal, statement of need per the NCWCG Program, grant objectives, timeline, and relevant details on how each objective of the proposal will be addressed and/or completed over the course of the grant agreement term.

**C. Budget Narrative FIVE PAGE MAXIMUM**

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

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

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

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**7. EVALUATION CRITERIA**

Proposals will be ranked by an evaluation committee consisting of three or more government officials.

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

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

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

Proposals submitted will be evaluated using the following criteria:

- A. **Evidence of Experience.** Total points = 35
- Provider has professional qualifications and experience that will allow them to perform actions described in the RFI and submitted proposal. The provider has previous experience and proficiency in: managing and coordinating grant programs and developing and planning wetland projects in Hawaii.
  - Demonstrated success working with the state, community groups, and/or committees when developing and implementing similar projects.
  - Professional technical and work experience in environmental compliance related to wetland work.
  - Evidence of budgeting and accounting experience, including involvement with auditing procedures.
- B. **Program Objectives.** Total points = 45
- Project objectives, details, and relevant information adequately address the description of work and can be completed within the grant period.
- C. **Budget.** Total points = 20
- The budget should be adequate to support monthly expenses for program priority implementation/scope of work, staff and/or subcontractor expenses, insurance, travel costs, etc.
  - Budget expenses are relevant to program objectives.
  - Budget should illustrate experience and ability to obtain and/or leveraging alternative funding sources to supplement program implementation.
  - Budget should include details about how and/or where the program will generate

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sufficient non-federal match necessary to support this program.

## 8. POST SELECTION

Responsible provider(s) selected by the committee will work collaboratively with the State to further refine the proposals and prepare all Federal grant submission documentation due in June 2021. Proposals may be modified through this collaboration to increase the likelihood that submissions may be competitive on the national level.

### SPECIAL PROVISIONS

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

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

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

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

Federal Civil Rights Laws that must be comply with:

U.S. Code	Statute	Prohibits Discrimination on the Basis of:
(42 USC National 2000d-2000c)	Title VI of the Civil Rights Act of 1964	Race, Color, or Origin
(20 USC 1681-1686)	Title IX of the Education Amendments of 1972	Sex (in educational programs and activities)
(42 USC 1601 et seq)	Age Discrimination Act of 1975 as amended	Age
(29 USC 794)	Section 504 of the Rehabilitation Act of 1973, as amended	Disability

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

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

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

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

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

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

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

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

**6. OVERVIEW OF THE RFI PROCESS**

- a) The RFI is issued pursuant to Subchapter 4.5 of HAR Chapter 3-122, implementing HRS Section 103D-303.
- b) The procurement process begins with the issuance of the RFI and the formal response to any written questions or inquiries regarding the RFI.
- c) All proposals and other material submitted by Providers become the property of the State and may be returned only at the State's option.
- d) An evaluation committee shall evaluate the proposals in accordance with the evaluation criteria. The proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable.
- e) Proposals may be accepted on evaluation without discussion. However, if deemed necessary, the State may enter into discussions with a priority list of Providers who submitted the highest-ranked proposals. The objective of these discussions is to clarify issues regarding the Provider's proposal before the BAFO is tendered.
- h) The date and time for Providers to submit their BAFO will be included in Addendum to priority list of Providers. If Provider does not submit a notice of withdrawal or a BAFO, the Provider's immediate previous offer shall be construed as its BAFO.
- i) After receipt and evaluation of the BAFOs in accordance with the evaluation criteria, the evaluation committee will make its recommendation to the National Fish and Wildlife Foundation (NFWF) for inclusion in State of Hawaii America The Beautiful Challenge (ATBC) grant application.
- j) The contents of any proposal shall not be disclosed during the review, evaluation, discussion, or negotiation process. Those sections that the Contractor and the State agree are confidential and/or proprietary should be identified by the Provider(s) and shall be excluded from access.
- k) The Procurement Officer or an evaluation committee reserves the right to determine what is in the best

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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.

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

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

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

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

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

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

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

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

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

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



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incurred by or imposed on the State, including attorneys' fees.

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

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

**16. PROPOSAL PREPARATION**

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

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

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

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

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

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

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

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

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

**22. PAYMENT-** Incremental payments shall be made to the awarded Contractor upon receipt of reports

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

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

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

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

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

**Hawaii Compliance Express.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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