

STATE OF HAWAI'I
DEPARTMENT OF LAND AND NATURAL RESOURCES
Division of Forestry and Wildlife
Honolulu, Hawai'i 96813

January 13, 2023

Chairperson and Members
Board of Land and Natural Resources
State of Hawai'i
Honolulu, Hawai'i

Land Board Members:

SUBJECT: REQUEST APPROVAL TO INITIATE A COMPETITIVE SEALED PROPOSAL PROCESS AND AUTHORIZE THE CHAIRPERSON TO ISSUE A REQUEST FOR PROPOSALS FOR WILDLIFE ACOUSTIC DATA PROCESSING AND ANALYSIS COLLECTED BY DIVISION OF FORESTRY AND WILDLIFE IN HAWAI'I.

AND

REQUESTS DELEGATION OF AUTHORITY TO THE CHAIRPERSON TO AWARD, EXECUTE A MULTI-YEAR CONTRACT AND EXTEND AGREEMENTS WITH SUCCESSFUL PROVIDERS.

This Board Submittal requests approval to issue a Request for Proposals (RFP) under the competitive sealed proposal process pursuant to Chapter 3-122, Subchapter 6, Hawai'i Administrative Rules (HAR), and authorize the Chairperson to issue the RFP and award and execute a multi-year contract for wildlife acoustic data processing and analysis collected by Division of Forestry and Wildlife (DOFAW) in Hawai'i.

BACKGROUND

Monitoring of Hawai'i's native species, especially those that are threatened and endangered, is often challenged by their behavior, ecology and breeding habitat. Specifically, species such as seabirds return to their breeding colonies only at night, nest in cryptic underground burrows, and generally breed in isolated and treacherous terrain. DOFAW has been using automated acoustic surveys as an effective tool for detecting and quantifying vocal activity rates at breeding sites for a variety of species. This technique helps improve our monitoring capabilities while reducing the expense, logistical challenges and impacts in the field.

Acoustic data using song meters deployed in the field collect hundreds of hours of field recordings. These sensors are deployed to search for rare bird species, monitor presence

and absence and provides an index level of activity over time. Information gathered from song meters provides species specific distribution and activity over large areas of the landscape without the need for hundreds of field crew surveys transiting through rough and uneven terrain.

Large amounts of digital data collected from song meters must be analyzed and processed. The analyzed data will accomplish three specific objectives:

- 1) monitor seabird and other avian species populations via changes in acoustic activity levels over time
- 2) generate comparable measures of vocal activity by priority species at breeding colonies
- 3) locate hard to detect populations of rare species and breeding hotspots of these target species in areas not yet ground surveyed

The draft RFP is provided here as attachment 1.

DISCUSSION

The data analysis included in this program are prescribed by recovery planning documents, agency planning efforts, and grants specific to projects that collect acoustic data. Pursuant to that, the Division has identified specific details on the data analysis and processing and minimum requirements for this work. Based on a careful review of the requirements under chapter 103D, Hawaii Revised Statutes (HRS), DOFAW determined that a competitive sealed proposal process be used for source selection. Such an approach will be the most advantageous procurement process for the solicitation because the primary consideration for the determination of awards for this RFP is the level of experience demonstrated in the analysis of large amounts of acoustic data requiring species specific algorithms.

The successful bidder must demonstrate past experience and the ability to perform services for the administration and implementation of projects within the State. Qualifications will be evaluated through a ranking process that evaluates the years of relevant experience, the number of qualified projects managed, level of success in achieving project goals and objectives, and cost.

Pursuant to §3-122-45, Hawai'i Administrative Rules (HAR), the Division will use an evaluation committee to ensure objective review, evaluation, and ranking of proposals and allow for the selection of the most qualified vendor. 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:

Afsheen Siddiqi, DOFAW Wildlife Biologist

Ian Cole, DOFAW East Hawai'i Island District Wildlife Manager

Raymond McGuire, DOFAW Hawai'i District Wildlife Biologist

The selected provider shall implement projects for the conservation of Hawaiian wildlife as described in the attached draft RFP. Projects, or portions thereof, shall be requisitioned through the issuance of notices to proceed on an incremental basis as funding allows. The Division will accompany the notices to proceed with project-specific purchase orders in order to ensure close budget tracking. Projects and project costs may be amended by mutual agreement that does not change the total contract cost. Pursuant to 3-122-143, HAR, the services requested will be procured as an indefinite quantity contract with a fixed price based on the services ordered. An indefinite quantity contract is a type of fixed-price contract for an indefinite amount of goods or services to be furnished as ordered. A two-year multi-year contract is being requested because of the infrastructure (e.g., project implementation, administration, performance time) that the vendor will have to invest and the time required to implement these projects, and a provision for two two-year extensions will be included.

DOFAW 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. Additionally, should any of the committee members above be unable to participate, DOFAW request that the Board delegate authority to the Chairperson to appoint alternates or recommend that the committee be reduced by one member should the need arise.

SCOPE

The projects to be implemented under this proposed contract will be funded by several competitive and non-competitive federal grants and state funds that generally vary in amounts among years. Therefore, the exact amount of funds available in a given year is not known, and for that reason, the contract will be set up based on incremental purchase, contingent on availability of funds. Presently, the Division anticipates that approximately 6 projects may be funded, with the total amount of funds being approximately \$80,000 annually. The table below is a list of anticipated projects that are identified and described in detail in the RFP.

Project
Lehua and Moku'ae'ae Seabird
Kaua'i Endangered Seabird Recovery
Maui Nui Endangered Seabird Recovery
Hawai'i Island Seabird
O'ahu Island Seabird
Maui Nui Seabird

HRS CHAPTER 343

The Division requests that the Board authorize the Chairperson to determine and approve Chapter 343, Hawaii Revised Statutes (HRS) environmental compliance requirements, including approval of declarations of exemptions, as applicable, for the services to be procured under the contract established pursuant to this. While the use of state funds would be a trigger to evaluate the applicability of Ch343, this contract does not constitute an “action” because the analysis of data has no potential to impact the environment.

RECOMMENDATIONS:

That the Board:

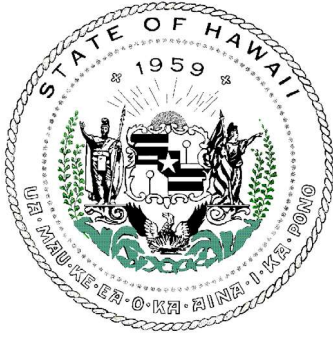
- 1) Approve the use of:
 - a) A competitive sealed proposal process for a solicitation for the selection of a vendor to conduct wildlife acoustic data processing and analysis collected by DOFAW in Hawai‘i.
 - b) An evaluation committee comprised of the individuals identified above (or alternates with similar knowledge) to serve, evaluate and select the competitive proposals.
- 2) Delegate authority to the Chairperson to:
 - a. Issue the RFP
 - b. Award and execute a contract for goods and services, subject to the availability of funds, and review and approval by the Department of the Attorney General.
- 3) The Division requests that the Board authorize the Chairperson to determine and approve Chapter 343, Hawaii Revised Statutes (HRS) environmental compliance requirements, including approval of declarations of exemptions, as applicable, for the services to be procured under the contract established pursuant to this.

Respectfully submitted,

for *Robert Hauff*
DAVID G. SMITH, Administrator

APPROVED FOR SUBMITTAL:

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



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

RELEASE DATE: [Insert procurement notice date]

REQUEST FOR PROPOSALS No. RFP-0X-XXX-SW

SEALED OFFERS FOR

Wildlife acoustic data processing and analysis collected by DOFAW state-wide

STATE OF HAWAII DEPARTMENT OF LAND AND NATURAL RESOURCES – DIVISION OF FORESTRY AND WILDLIFE

WILL BE RECEIVED UP TO AND OPENED AT 4:00 P.M. (HST)

ON February 14, 2023

A digital copy of proposals may be submitted via email to Afsheen Siddiqi at AFSHEEN.A.SIDDIQI@HAWAII.GOV, labeled with the subject line "RFP DOFAW- Wildlife Acoustic Data Analysis" by the above deadline. Timely receipt of email offers shall be evidenced by the date and time registered by the State of Hawaii email system time when the file is sent.

PERIOD OF PERFORMANCE

April 1, 2023 through March 31, 2025

Suzanne D. Case
Procurement Officer, Department of Land
and Natural Resources

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SECTION ONE
INTRODUCTION, TERMS AND ACRONYMS, KEY DATES

1.1 INTRODUCTION

The Hawaii Department of Land and Natural Resources Division of Forestry and Wildlife is requesting proposals for analysis of audio data collected from song-meters placed in the field from Kauai, Lehua, Oahu, Maui Nui and Hawaii Islands. This RFP requires demonstrated experience in similar projects or programs for the understanding and conservation of bird species, specifically on analyzing song meter data for seabirds and owls in Hawaii.

1.2 CANCELLATION

The Request for Proposals (RFP) may be cancelled and any or all proposals rejected in whole or in part, without liability to the State, when it is determined to be in the best interest of the State, pursuant to HAR Section 3-122-96 through 3-122-97.

The State shall not be liable for any costs, expenses, loss of profits or damages whatsoever, incurred by the Offeror in the event this RFP is cancelled or a proposal is rejected.

1.3 TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION

CPO	= Chief Procurement Officer
Procurement Officer	= The contracting officer for the State of Hawaii, Department of Land and Natural Resources.
DOFAW	= The Division of Forestry and Wildlife, within the Department of Land and Natural Resources of the State of Hawaii, located at 1151 Punchbowl Street Room 325, Honolulu HI 96813
State	= State of Hawaii, including each departments and political subdivisions
DAGS	= Department of Accounting and General Services
BAFO	= Best and Final Offer
HAR	= Hawaii Administrative Rules
HRS	= Hawaii Revised Statutes
RFP	= Request for Proposals
GC	= General Conditions, issued by the Department of the Attorney General
GP	= General Provisions
GET	= General Excise Tax
Offeror	= Any individual, partnership, firm, corporation, joint venture, or representative or agent, submitting an offer in response to this solicitation.

1.4 RFP SCHEDULE AND SIGNIFICANT DATES

The schedule represents the State's best estimate of the schedule that will be followed. All times indicated are Hawaii Standard Time (HST). If a component of this schedule, such as "Proposal Due date/time" is delayed, the rest of the schedule will likely be shifted by the same number of days. Any change to the RFP Schedule and Significant Dates shall be reflected in and issued in an addendum. The approximate schedule is as follows:

Release of Request for Proposals	January 13, 2023
Due date to Submit Questions	January 20, 2023
State's Response to Questions	January 27, 2023
Proposals Due date/time	February 14, 2023
Proposal Evaluations	February 21, 2023
Estimated Contract Start Date	April 1, 2023

1.5 QUESTIONS AND ANSWERS PRIOR TO OPENING OF PROPOSALS

All questions shall be submitted by the due date specified in Section 1.4, *RFP Schedule and Significant Dates*, as amended. Questions should be submitted via email to Afsheen.A.Siddiqi@hawaii.gov.

The State will respond to questions through Addenda/Amendments by the date specified in Section 1.4, *RFP Schedule and Significant Dates*, as amended.

SECTION TWO

BACKGROUND AND SCOPE OF WORK

2.1 PROJECT OVERVIEW AND HISTORY

The Hawaii Department of Land and Natural Resources Division of Forestry and Wildlife (DOFAW) has been monitoring bird populations by collecting data from acoustic song meters placed in the field for over ten years. Monitoring of seabird species and avian predators can be accomplished by song meter data analysis. Data analysis will provide information on what species are present, relative population indices in a given area, locating hard to detect populations of rare species and breeding hotspots, and population changes over time based on changes in call activity levels.

2.2 SCOPE OF WORK

Analysis of audio data collected from song-meters placed in the field from Kauai, Lehua, Oahu, Maui Nui and Hawaii Islands is needed to gather important information on Hawaii's most threatened and endangered birds. Priority species include:

- 'a'o (Newell's shearwater, *Puffinus newelli*, NESH)
- 'ake'ake (Band-rumped Storm-petrel, *Oceanodroma castro*, BANP)
- 'ou (Bulwer's Petrel, *Bulweria bulwerii*, BUPE)
- 'ua'u (Hawaiian Petrel, *Pterodroma sandwichensis*, HAPE)
- 'ua'u kani (Wedge-tailed Shearwater, *Puffinus pacificus*, WTSH)
- 'akihike'ehi'ale (Tristram's Storm-Petrel, *Oceanodroma tristrami*, TRSP)
- nunulu, (Bonin Petrel, *Pterodroma hypoleuca*, BOPE)
- 'ewa'ewa (Sooty Tern, *Onychoprion fuscatus*, SOTE)
- Pākalakala Gray-backed Tern, *Onychoprion lunatus*, GBAT)
- Hinaokū Blue-gray Noddy, *Procelsterna cerulea*, BGNO),

and the avian predator Barn owl (*Tyto alba*). Analysis of data from surveys conducted across the state, and over multiple years, can help quantify the effectiveness of conservation measures.

PROJECT OBJECTIVES

- 1) Analyze audio data collected from song-meters placed in the field.
- 2) Provide electronic storage of long-term data for DOFAW.
- 3) Subsequent project tasks may be awarded to the Contractor as future contract modifications.

SERVICES TO BE COMPLETED

The Contractor shall provide all staffing, equipment, and services to perform the tasks necessary. No subcontracts shall be allowed. Audio data collected from song-meters placed in the field from Kauai, Lehua, Oahu, Maui Nui and Hawaii Islands will be analyzed using machine learning technology to identify Hawaiian bird calls. Large amounts of digital datasets collected from songmeters across the State and for different species will be processed. Priority species include some of Hawaii's most endangered birds; such as the Hawaiian petrel (*Pterodroma sandwichensis*), Newell's shearwater (*Puffinus newelli*) and Band-rumped storm petrel (*Oceanodroma Castro*); and predators such as the Barn owl

(*Tyto alba*). Analysis of data from surveys conducted across the state, and over multiple years, can help quantify the effectiveness of conservation measures. The analyzed data will accomplish three specific objectives:

- 1) monitor seabird and other avian species populations via changes in acoustic activity levels over time
- 2) generate comparable measures of vocal activity by priority species at breeding colonies
- 3) locate hard to detect populations of rare species and breeding hotspots of these target species in areas not yet ground surveyed

The contractor will provide for electronic storage of long-term data for DOFAW.

DELIVERABLES

- a. Reports describing nightly, seasonal, and geographic patterns of activity; comparisons of relative activity rates during peak activity period for each species; and comparisons of activity between survey years for repeat sites.
- b. Copies of acoustic detection data in excel format, upon request.
- c. Electronic storage of acoustic data.

2.3 TERM OF CONTRACT

The contract shall be for a period of 2 years and is intended to begin approximately on April 1, 2023 with possibilities to extend the contract two times.

Unless terminated, the Contractor and the State may extend the term of the contract for an additional 2 year period twice or portions thereof without the necessity of re-soliciting, upon mutual agreement in writing at least sixty (60) days prior to the expiration of the contract. The contract price or commission paid to the Contractor for the extended period shall remain the same or as described in the offer.

When interests of the State or the Contractor so require, the State or the Contractor may terminate the contract for convenience by providing six (6) weeks prior written notice to the other party.

2.4 CONTRACT ADMINISTRATOR

For the purposes of this contract, Afsheen Siddiqi, Wildlife Biologist, (808) 587-0163, or authorized representative, is designated the Procurement Officer and Contract Administrator.

SECTION THREE

PROPOSAL FORMAT AND CONTENT

3.1 OFFEROR'S AUTHORITY TO SUBMIT AN OFFER

The State will not participate in determinations regarding an Offeror's authority to sell a product or service. If there is a question or doubt regarding an Offeror's right or ability to obtain and sell a product or service, the Offeror shall resolve that question prior to submitting an offer.

3.2 REQUIRED REVIEW

- 3.2.1 Before submitting a proposal, each Offeror must thoroughly and carefully examine this RFP, any attachment, addendum, and other relevant document, to ensure Offeror understands the requirements of the RFP. Offeror must also 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 required.
- 3.2.2 Should Offeror find defects and questionable or objectionable items in the RFP, Offeror shall notify the Department of Land and Natural Resources Division of Forestry and Wildlife in writing prior to the deadline for written questions as stated in the RFP *Schedule and Significant Dates*, as amended. This will allow the issuance of any necessary corrections and/or amendments to the RFP by addendum, and mitigate reliance of a defective solicitation and exposure of proposal(s) upon which award could not be made.

3.3 PROPOSAL PREPARATION COSTS

Any and all costs incurred by the Offeror in preparing or submitting a proposal shall be the Offeror's sole responsibility whether or not any award results from this RFP. The State shall not reimburse such costs.

3.4 TAX LIABILITY

- 3.4.1 Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Contractor is advised that they are liable for the Hawaii GET at the current 4.5% for sales made on Oahu, and at the 4% rate for the islands of Hawaii, Maui, Molokai, and Kauai. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.
- 3.4.2 Federal I.D. Number and Hawaii General Excise Tax License I.D. Offeror shall submit its current Federal I.D. No. and Hawaii General Excise Tax License I.D. number in the space provided on Offer Form, page OF-1, thereby attesting that the Offeror is doing business in the State and that Offeror will pay such taxes on all sales made to the State.

3.5 PROPERTY OF STATE

All proposals become the property of the State of Hawaii.

3.6 CONFIDENTIAL INFORMATION

- 3.6.1 If an Offeror believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld from disclosure as confidential, then the Offeror shall inform the Procurement Officer in writing and provided with justification to support the Offeror's confidentiality claim. Price is not considered confidential and will not be withheld.
- 3.6.2 An Offeror shall request in writing nondisclosure of information such as designated trade secrets or other proprietary data Offeror considers to be confidential. Such requests for nondisclosure 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.
- 3.6.3 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).

3.7 EXCEPTIONS

Should Offeror take any exception to the terms, conditions, specifications, or other requirements listed in the RFP, Offeror shall list such exceptions in this section of the Offeror's proposal. Offeror shall reference the RFP section where exception is taken, a description of the exception taken, and the proposed alternative, if any. The State reserves the right to accept or not accept any exceptions.

No exceptions to statutory requirements of the AG General Conditions shall be considered.

3.8 PROPOSAL OBJECTIVES

- 3.8.1 One of the objectives of this RFP is to make proposal preparation easy and efficient, while giving Offerors ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective.
- 3.8.2 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.
- 3.8.3 When an Offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Offeror has identified as necessary to successfully complete the obligations outlined in this RFP.

- 3.8.4 The proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this RFP as stated in Section 2.2 SCOPE OF WORK.
- 3.8.5 Offeror shall submit a proposal that includes an overall strategy, timeline and plan for the work proposed as well as expected results and possible shortfalls.

3.9 PROPOSAL FORMS

- 3.9.1 To be considered responsive, the Offeror's proposal shall respond to and include all items specified in this RFP and any subsequent addendum. Any proposal offering any other set of terms and conditions that conflict with the terms and conditions providing in the RFP or in any subsequent addendum may be rejected without further consideration.
- 3.9.2 Offer Form, Page OF-1. Offer Form, OF-1 is required to be completed using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable, in the appropriate space on Offer Form, OF-1 (SECTION SIX, Attachment 1). Failure to do so may delay proper execution of the Contract.

The Offeror's authorized signature on the Offer Form, OF-1 shall be an original signature in ink, which shall be required before an award, if any, can be made. The submission of the proposal shall indicate Offeror's intent to be bound.

- 3.9.3 Offer Form, Page OF-2. Pricing shall be submitted on Offer Form OF-2 (SECTION SIX, Attachment 2). The price shall be the all-inclusive cost, including the GET, to the State. No other costs will be honored. Any unit prices shall be inclusive.

3.10 PROPOSAL CONTENTS

Proposals must:

- 3.10.1 Include a transmittal letter to confirm that the Offeror shall comply with the requirements, provisions, terms, and conditions specified in this RFP.
- 3.10.2 Include a signed Offer Form OF-1 with the complete name and address of Offeror's firm and the name, mailing address, telephone number, and fax number of the person the State should contact regarding the Offeror's proposal.
- 3.10.4 Provide all of the information requested in this RFP in the order specified.
- 3.10.5 Be organized into sections, following the exact format using all titles, subtitles, and numbering, with tabs separating each section described below. Each section must be addressed individually and pages must be numbered.
- a. Transmittal Letter
See SECTION SIX, Attachment 1, Offer Form OF-1.
 - b. Experience and Capabilities.
 - (1) Provide a complete, related and current client listing.

- (2) Indicate the number of years Offeror has been in business and the number of years Offeror has performed services specified by this RFP.
 - (3) Include a list of key personnel and associated resumes for those who will be dedicated to this project. Provide complete contact information for individual within your organization that will oversee/manage the project activities on a day-to-day basis. This is the person commonly referred to as the Project Officer or Project Manager. Provide brief (1-2 pages) curricula vitae for key personnel, identifying their qualifications to meet the project objectives. Do not include Social Security numbers, the names of family members, or any other personal or sensitive information on the curricula vitae.
 - (4) Offeror shall include a list of at least three (3) references from the Offeror's client listing that may be contacted by the State as to the Offeror's past and current job performance. Offeror shall provide names, titles, organizations, telephone numbers, email and postal addresses.
 - (5) Provide a summary listing of judgments or pending lawsuits or actions against; adverse contract actions, including termination(s), suspension, imposition of penalties, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations against your firm. If none, so state.
 - (6) Provide sample projects and/or examples of written plans demonstrating experience and samples of projects accomplished similar to the goals described in this RFP.
 - (7) Demonstrated experience working with the analyzing large acoustic data sets of Hawaiian species including seabirds.
- c. Proposal including an overall strategy, timeline and plan. Offeror shall submit a proposal that includes an overall strategy, timeline and plan for the work proposed as well as expected results and possible shortfalls. Provide a detailed description of the acoustic analysis methods and ability demonstrated ability to use existing models to analyze species specific data. Maximum length of proposal is 20 pages.
- d. Pricing.

(1) See SECTION SIX, Attachment 2, Offer Form OF-2.

Table of budget categories, including as appropriate, but not limited to:

- i. Data Analysis cost by species/hour
- ii. Data storage costs
- iii. Direct charges
- iv. Indirect charges
- v. Other costs

(2) Budget Justification. Explain and justify all requested budget items/costs. Detail how the category totals were determined and demonstrate a clear connection between costs and the proposed project activities. For personnel salary costs, include the base-line salary figures and the estimates of time (as percentages) to be directly charged to the project. Provide justification for any indirect costs.

- e. Exceptions.
Offeror shall list any exceptions taken to the terms, conditions, specifications, or other requirements listed herein. Offeror shall reference the RFP section where exception is taken, a description of the exception taken, and the proposed alternative, if any.

3.11 RECEIPT AND REGISTER OF PROPOALS

Proposals will be received and receipt verified by two or more procurement officials on or after the date and time specified in Section One, or as amended.

The register of proposals and proposals of the Offeror(s) shall be open to public inspection upon posting of award pursuant to section 103D-701, HRS.

3.12 BEST AND FINAL OFFER (BAFO)

If the State determines a BAFO is necessary, it shall request one from the Offeror. The Offeror shall submit its BAFO and any BAFO received after the deadline or not received shall not be considered.

3.13 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF OFFERS

3.13.1 The Offeror may modify or withdraw a proposal before the proposal due date and time.

3.13.2 Any change, addition, deletion of attachment(s) or data entry of an Offer may be made prior to the deadline for submittal of offers.

3.14 MISTAKES IN PROPOSALS

3.14.1 Mistakes shall not be corrected after award of contract.

3.14.2 When the Procurement Officer knows or has reason to conclude before award that a mistake has been made, the Procurement Officer should request the offeror to confirm the proposal. If the Offeror alleges mistake, the proposal may be corrected or withdrawn pursuant to this section.

3.14.3 Once discussions are commenced or after best and final offers are requested, any priority-listed Offeror may freely correct any mistake by modifying or withdrawing the proposal until the time and date set for receipt of best and final offers.

3.14.4 If discussions are not held, or if the best and final offers upon which award will be made have been received, mistakes shall be corrected to the intended correct

offer whenever the mistake and the intended correct offer are clearly evident on the face of the proposal, in which event the proposal may not be withdrawn.

- 3.14.5 If discussions are not held, or if the best and final offers upon which award will be made have been received, an Offeror alleging a material mistake of fact which makes a proposal non-responsive may be permitted to withdraw the proposal if: the mistake is clearly evident on the face of the proposal but the intended correct offer is not; or the Offeror submits evidence which clearly and convincingly demonstrates that a mistake was made.

Technical irregularities are matters of form rather than substance evident from the proposal document, or insignificant mistakes that can be waived or corrected without prejudice to other Offerors; that is, when there is no effect on price, quality, or quantity. If discussions are not held or if best and final offers upon which award will be made have been received, the Procurement Officer may waive such irregularities or allow an Offeror to correct them if either is in the best interest of the State. Examples include the failure of an Offeror to: return the number of signed proposals required by the request for proposals; sign the proposal, but only if the unsigned proposal is accompanied by other material indicating the Offeror's intent to be bound; or to acknowledge receipt of an amendment to the request for proposal, but only if it is clear from the proposal that the Offeror received the amendment and intended to be bound by its terms; or the amendment involved had no effect on price, quality or quantity.

3.15 SUBMISSION OF PROPOSAL

The submission of a proposal shall constitute an incontrovertible representation by the Offeror of compliance with every requirement of the RFP, and that the RFP documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the work.

Before submitting a proposal, each Offeror must:

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

Offers shall be received at the Department of Land and Natural Resources Division of Forestry and Wildlife 1151 Punchbowl Street Room 325 Honolulu, HI 96813, or via email to afsheen.a.siddiqi@hawaii.gov no later than the date and time stated in Section 1.4, Significant Dates, as amended. Timely receipt of offers shall be evidenced by the date and time registered by the Division of Forestry and Wildlife time stamp clock. Offers received after the deadline shall be returned unopened.

If the Offeror chooses to deliver its offer by United States Postal Service (USPS), please be aware that the USPS does not deliver directly to the Department of Land and Natural Resources Division of Forestry and Wildlife, but to a central mailroom. This may cause a delay in receipt by the DLNR/ DOFAW and the offer may reach the DLNR/DOFAW after the deadline, resulting in automatic rejection.

SECTION FOUR

EVALUATION CRITERIA

Evaluation criteria and the associated points are listed below. The award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the State based on the evaluation criteria listed in this section.

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

- 1) Cost of services. (20)
- 2) Previous experience of the company in the successful management, administration and implementation of acoustic analysis projects for the management of natural resources. (20)
- 3) Sample projects and/or examples of data analysis, modeling and reports for Hawaiian species. (15)
- 4) Knowledge and proficiency with analyzing large acoustical data sets from Hawaiian species including seabirds, experience a must. (20)
- 5) Project proposal completeness and quality in accordance with Section 2.2 scope of Work: proposals not in accordance with Section 2.2 Scope of Work will be disqualified. (25)

SECTION FIVE

CONTRACTOR SELECTION AND CONTRACT AWARD

5.1 EVALUATION OF PROPOSALS

The Procurement Officer, or an evaluation committee of at least three (3) qualified State employees selected by the Procurement Officer, shall evaluate proposals. The evaluation will be based solely on the evaluation criteria set out in Section 4 of this RFP.

Prior to holding any discussion, a priority list shall be generated consisting of offers determined to be acceptable or potentially acceptable. However, proposals may be accepted without such discussions.

If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may limit the priority list to the three highest ranked, responsible Offerors.

5.2 DISCUSSION WITH PRIORITY LISTED OFFERORS

The State may invite priority listed Offerors to discuss with their proposals to ensure thorough, mutual understanding. The State in its sole discretion shall schedule the time and location for these discussions, generally within the timeframe indicated in *RFP Schedule and Significant Dates*. The State may also conduct discussions with priority listed Offerors to clarify issues regarding the proposals before requesting Best and Final Offers, if necessary.

5.3 AWARD OF CONTRACT

Method of Award. Award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the State based on the evaluation criteria set forth in the RFP. The method of award will be an indefinite quantity contract.

5.4 RESPONSIBILITY OF OFFERORS

Offeror is advised that in order to be awarded a contract under this solicitation, Offeror will be required, to be compliant with all laws governing entities doing business in the State including the following chapters and pursuant to HRS §103D-310(c):

1. Chapter 237, General Excise Tax Law;
2. Chapter 383, Hawaii Employment Security Law;
3. Chapter 386, Worker's Compensation Law;
4. Chapter 392, Temporary Disability Insurance;
5. Chapter 393, Prepaid Health Care Act; and
6. §103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

The State will verify compliance on Hawaii Compliance Express (HCE).

Hawaii Compliance Express. The HCE is an electronic system that allows vendors/contractors/service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the

necessity of obtaining paper compliance certificates from the Department of Taxation, Federal Internal Revenue Service; Department of Labor and Industrial Relations, and Department of Commerce and Consumer Affairs.

Vendors/contractors/service providers should register with (HCE) prior to submitting an offer at <https://vendors.ehawaii.gov>. The annual registration fee is \$12.00 and the 'Certificate of Vendor Compliance' is accepted for the execution of contract and final payment.

Timely Registration on HCE. Vendors/contractors/service providers are advised to register on HCE soon as possible. If a vendor/contractor/service provider is not compliant on HCE at the time of award, an Offeror will not receive the award.

5.5 PROPOSAL AS PART OF THE CONTRACT

This RFP and all or part of the successful proposal may be incorporated into the contract.

5.6 PUBLIC EXAMINATION OF PROPOSALS

Except for confidential portions, the proposals shall be made available for public inspection upon posting of award pursuant to HRS §103D-701.

If a person is denied access to a State procurement record, the person may appeal the denial to the office of information practices in accordance with HRS §92F-42(12).

5.7 DEBRIEFING

Pursuant to HAR §3-122-60, a non-selected Offeror may request a debriefing to understand the basis for award.

A written request for debriefing shall be made within three (3) working days after the posting of the award of the contract. The Procurement Officer or designee shall hold the debriefing within seven (7) working days to the extent practicable from the receipt date of written request.

Any protest by the requestor following a debriefing, shall be filed within five (5) working days, as specified in HAR §103D-303(h).

5.8 PROTEST PROCEDURES

Pursuant to HRS §103D-701 and HAR §3-126-3, an actual or prospective Offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Any protest shall be submitted in writing to the Procurement Officer at:

Afsheen Siddiqi, Wildlife Biologist, DLNR Division of Forestry and Wildlife, 1151 Punchbowl Street, Room 325, Honolulu, HI 96813

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 or if requested, within five (5) working days after the PO's debriefing was completed.

The notice of award, if any, resulting from this solicitation shall be posted on the Procurement Awards, Notices and Solicitations (PANS), which is available on the SPO website: <http://www.hawaii.gov/spo2/source/>.

5.9 APPROVALS

Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General, and to all further approvals, including the approval of the Governor, as required by statute, regulation, rule, order, or other directive.

5.10 CONTRACT EXECUTION

Successful Offeror receiving award shall enter into a formal written contract. No performance or payment bond is required for this contract.

No work is to be undertaken by the Contractor prior to the effective date of contract. 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 with or without cause upon six (6) weeks prior written notice.

5.11 INSURANCE

5.11.1 Prior to the contract start date, the Contractor shall procure at its sole expense and maintain insurance coverage acceptable to the State in full force and effect throughout the term of the Contract. The Offeror shall provide proof of insurance for the following minimum insurance coverage(s) and limit(s) in order to be awarded a contract. The type of insurance coverage is listed as follows:

1. Commercial General Liability Insurance

Commercial general liability insurance coverage against claims for bodily injury and property damage arising out of all operations, activities or contractual liability by the Contractor, its employees and subcontractors during the term of the Contract. This insurance shall include the following coverage and limits specified or required by any applicable law: bodily injury and property damage coverage with a minimum of \$1,000,000 per occurrence; personal and advertising injury of \$1,000,000 per occurrence; broadcasters' liability insurance of \$1,000,000 per occurrence; and with an aggregated limit of \$2,000,000. The commercial general liability policy shall be written on an occurrence basis and the policy shall provide legal defense costs and expenses in addition to the limits of liability stated above. The Contractor shall be responsible for payment of any deductible applicable to this policy.

2. Automobile Liability Insurance

Automobile liability insurance covering owned, non-owned, leased, and hired vehicles with a minimum of \$1,000,000 for bodily injury for each person, \$1,000,000 for bodily injury for each accident, and \$1,000,000 for property damage for each accident.

3. Appropriate levels of per occurrence insurance coverage for workers' compensation and any other insurance coverage required by Federal or State law.

4. NOTE: Error & Omissions insurance is available for technology suppliers and may be required for the specific procurement being conducted.

5.11.2 The Contractor shall deposit with the SPO, on or before the effective date of the Contract, certificate(s) of insurance necessary to satisfy the SPO that the provisions of the Contract have been complied with, and to keep such insurance in effect and provide the certificate(s) of insurance to the SPO during the entire term of the Contract. Upon request by the SPO, the Contractor shall furnish a copy of the policy or policies.

5.11.3 The Contractor will immediately provide written notice to the SPO and contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed up expiration.

5.11.4 The certificates of insurance shall contain the following clauses:

1. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
2. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

5.11.5. Failure of the Contractor to provide and keep in force such insurance shall constitute a material default under the Contract, entitling the State to exercise any or all of the remedies provided in the Contract (including without limitation terminating the Contract). The procuring of any required policy or policies of insurance shall not be construed to limit the Contractor's liability hereunder, or to fulfill the indemnification provisions of the Contract. Notwithstanding said policy or policies of insurance, the Contractor shall be responsible for the full and total amount of any damage, injury, or loss caused by the Contractor's negligence or neglect in the provision of services under the Contract.

5.12 PAYMENT

Incremental payments shall be made to the awarded Contractor on a quarterly basis, upon receipt of reports that meet the expectations of the RFP. The receipt of quarterly reports shall be due based on the timeline submitted by the Contractor in the proposal, or as amended. This section will be adjusted according to scope of work.

Billing must provide a cost break down of the expenses in accordance with the personnel and operating budget specified for each project. Detailed records must be kept and made available upon request in order to ensure compliance with federal and state audit requirements.

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.

5.13 CONTRACT INVALIDATION

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

5.14 CONTRACT MODIFICATIONS - UNANTICIPATED AMENDMENTS

During the course of this contract, the Contractor may be required to perform additional work that will be within the general scope of the initial contract. When additional work is required, the Contract Administrator will provide the Contractor a written description of the additional work and request the Contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work.

Changes to the contract may be modified only by written document (contract modification) signed by the Department of Land and Natural Resources Division of Forestry and Wildlife and Contractor personnel authorized to sign contracts on behalf of the Contractor.

The Contractor will not commence additional work until a signed contract modification has been issued.

5.15 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.

5.16 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.

5.17 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.

SECTION SIX

ATTACHMENTS

Attachment 1: OFFER FORM, OF-1

Attachment 2: OFFER FORM, OF-2

**OFFER FORM
OF-1**

Wildlife acoustic data processing and analysis collected by DOFAW state-wide

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF FORESTRY AND WILDLIFE
RFP-XX-XXX-SW

Procurement Officer
Department of Land and Natural Resources Division of Forestry and Wildlife
State of Hawaii
Honolulu, Hawaii 96813

Dear Procurement Officer:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Conditions, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ *Corporation ☐ Joint Venture
☐ Other _____
*State of incorporation: _____

Hawaii General Excise Tax License I.D. No. _____

Federal I.D. No. _____

Payment address (other than street address below): _____
City, State, Zip Code: _____

Business address (street address): _____
City, State, Zip Code: _____

Respectfully submitted:

Date: _____ (x) _____
Authorized (Original) Signature

Telephone No.: _____

Fax No.: _____ Name and Title (Please Type or Print)

E-mail Address: _____ **
Exact Legal Name of Company (Offeror)

**If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

**OFFER FORM
OF-2**

Total contract cost for accomplishing the development and delivery of the services.

Species	Rate by hour	Estimated hours DOFAW to contract	Total Cost
'a'o (NESH)		8,520 hours	
'ake'ake (BANP)		19,600 hours	
'ou (BUPE)		2,430 hours	
'ua'u (HAPE)		17,725 hours	
'ua'u kani (WTSH)		2,430 hours	
'akihike'ehi'ale (TRSP)		540 hours	
nunulu (BOPE)		540 hours	
barn owl (BAOW)		2,430 hours	
'ewa'ewa (SOTE)		540 hours	
Pākalakala (GBAT)		540 hours	
Hinaokū (BGNO)		540 hours	
Data archive	Rate by GB	Estimated hours DOFAW to contract	Total Cost
acoustic data		3,200 GB	

\$ _____

Note: Pricing shall include labor, materials, supplies, all applicable taxes, and any other costs incurred to provide the specified services.

Offeror _____
Name of Company

