

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

December 7, 2023

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

Land Board Members:

SUBJECT: REQUEST APPROVAL FOR THE CHAIRPERSON TO AWARD, SIGN AND EXECUTE CONTRACT TO VENDOR SELECTED BY COMPETITIVE SEALED PROPOSALS PROCESS TO DEVELOP A PRIORITY CLIMATE ACTION PLAN (PCAP).

This submittal requests approval for the Chairperson to award, sign and execute a contract to Hua Nani Partners LLC for the Development of a Priority Climate Action Plan.

BACKGROUND

In 2017, the State of Hawai'i affirmed its commitment to combating climate change and mitigating its deleterious effects for formulating a greenhouse gas emission reduction strategy. Through the Inflation Reduction Act of 2022 (IRA), Congress appropriated \$5 billion to the United States Environmental Protection Agency (EPA) to support efforts by states, U.S. territories, municipalities, air pollution control agencies, tribes, and groups thereof to develop and implement plans to reduce greenhouse gas emissions (GHGs). The Climate Pollution Reduction Grants (CPRG) program was established by the EPA with the appropriated funds to achieve three broad objectives:

- Tackle damaging climate pollution while supporting the creation of good jobs and lowering energy costs for families.
- Accelerate work to address environmental injustice and empower community-driven solutions in overburdened neighborhoods.
- Deliver cleaner air by reducing harmful air pollution in places where people live, work, play, and go to school.

In line with this strategy EPA has provided the State with funding to identify local actions to reduce GHGs and toxic air pollution through deployment of new technologies,

operational efficiencies, and solutions, by associated criteria that will transition America equitably to a low-carbon economy that benefits all Americans.

Support will come in two distinct but related phases:

- Planning grants: to develop plans to reduce GHGs.
- Implementation grants: to implement measures from GHG reduction plans developed with planning grant funding.

The Chairperson utilized a delegation of authority (Exhibit A) allowing a procurement of a contract to occur by way of a Request for Proposals (RFP) (Exhibit B). The RFP was issued on September 20, 2023 and closed on October 21, 2023.

All proposals were objectively reviewed, evaluated, and ranked by a selection committee (consisting of at least three government employees with sufficient qualifications for evaluation of goods or services procurements of this nature) to select the most qualified proposal under the planning program. After the evaluation, the evaluation committee selected Hua Nani Partners LLC as the highest ranked responsible and responsive offeror.

This contract is focused specifically on planning grants, which are a pre-requisite for competing in the second phase of the CPRG program in the future. The second phase will competitively award \$4.6 billion for implementation. Any future application for an implementation award under the CPRG will require a Priority Climate Action Plan (PCAP) that describes the programs, policies, measures, and projects a given entity will carry out with the implementation grant funding. Under this planning grant, Hawai'i is expected to develop a PCAP, due March 1, 2024, in collaboration with large and small municipalities statewide and to conduct meaningful engagement with low income and disadvantaged communities throughout its jurisdiction.

The initial deliverable is a PCAP, a narrative report due on March 1, 2024, that includes a focused list of near-term, high-priority, implementation-ready measures to reduce GHG pollution and an analysis of GHG emissions reductions that would be achieved by an implementation plan. The PCAP will comprehensively address all sources of GHG emissions and carbon sinks in the state, including county sources. In conjunction with the PCAP, the Hawai'i State Energy Office (HSEO) is developing a Statewide Decarbonization Strategy in accordance with Act 238 Session Laws of Hawai'i 2022 due as a report to the Legislature on December 31, 2023. The HSEO study will examine all sectors to develop economy-wide recommendations which, if implemented collectively, will allow for Hawai'i to reach its clean economy target limiting GHGs to at least fifty percent below 2005 levels by no later than 2030, pursuant to HRS § 225P-5.

In addition, the State PCAP will be inclusive of actions and activities in the Counties of Maui, Kaua'i, and Hawai'i. The City and County of Honolulu is developing a City PCAP under its own EPA award also due on March 1, 2024. The State PCAP should be

developed mainly in collaboration with the HSEO decarbonization strategy and the City and County of Honolulu PCAP.

The PCAP must include:

- a. A GHG inventory
- b. Quantified GHG reduction measures
- c. A low-income and disadvantaged communities benefits analysis
- d. A review of authority for implementation
- e. GHG emissions projections
- f. GHG reduction targets
- g. A benefits analysis for the full geographic scope and population covered by the plan
- h. A plan for leveraging other federal funding
- i. A workforce planning analysis (To be conducted in collaboration with HSEO).

(See Exhibit B, "RFP for the Development of a Priority Climate Action Plan")

## DISCUSSION

Under HRS § 225P-3, the chairperson of the Board of Land and Natural Resources (or designee) is also the co-chair<sup>1</sup> of the Hawaii Climate Change Mitigation and Adaptation Commission (Commission), which is placed with DLNR for administrative purposes. The Commission, which is composed of ex-officio members of legislative standing committee chairs and various executive branch departments serve in an advisory capacity to address impacts of aspects of global warming and climate change, and mitigation of GHG by sequestering atmospheric carbon and greenhouse gases produced by the State, in order to protect the State's economy, environment, health, and way of life.

The Commission's goals established in HRS chapter 225P overlap with many aspects of the department's protection and conservation of natural resources found in Hawai'i Constitution Art. XI, §§ 1, 2, and 9, HRS Title 12 and § 26-15, and account for the interdisciplinary and multi-jurisdictional approach. But because of this, and limitations in the powers of the Commission to contract, upon consultation with the Office of the Attorney General, it was advised that the ultimate approval of selection of the contractor should be run through a public process before the Board.

The Division of Forestry and Wildlife requests that the Board approve the Chairperson to award, execute and extend agreements/contracts for goods and services based on the recommendations of the evaluation committee and other terms and conditions as may be prescribed by the Chairperson to best serve the interest of the State including extending contracts as appropriate.

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<sup>1</sup> Beside the BLNR Chair, the co-chair to the Commission is the Director of the Office of Planning and Sustainable Development or the Director's designee.

BLNR: REQUESTS APPROVAL FOR THE CHAIRPERSON TO AWARD, SIGN AND EXECUTE A CONTRACT TO VENDOR SELECTED BY A COMPETITIVE SEALED PROPOSAL PROCESS TO DEVELOP A PRIORITY CLIMATE ACTION PLAN.

The Division of Forestry and Wildlife requests that the Board authorize the Chairperson to execute the agreements, contract for goods, services, or construction, approval as to form by the Department of the Attorney General, and other terms and conditions as may be prescribed by the Chairperson to best serve the interest of the State.

Chapter 343, Hawaii Revised Statutes (HRS): Environmental Review

The Division of Forestry and Wildlife advises that this RFP does not trigger the preparation of an environmental assessment (EA) because it involves a planning study document, which recommendations have not yet been approved, adopted, or funded. See HRS § 343-5(b). Although implementation of the plan could occur at a future date, the type and nature of recommendations are also currently speculative or unknown at this time.

RECOMMENDATION:

That the Board, with the Chairperson acting as the Chief Procurement Officer (i.e., Head of the Purchasing Agency) under the above-stated authorities and HRS § 171-6:

- 1) Approve the Chairperson to award, execute, and extend as appropriate, the contract to Hua Nani Partners LLC to Develop the Priority Climate Action Plan, conditioned upon terms to serve the best interests of the State, subject to the availability of funds, and approval as to form by the Department of the Attorney General.

Respectfully submitted,



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DAVID G. SMITH, Administrator  
Division of Forestry and Wildlife

APPROVED FOR SUBMITTAL:



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DAWN N.S. CHANG, Chairperson  
Board of Land and Natural Resources

Attachments:

- Exhibit A – Land Board Delegation to Chair to issue a Request for Proposals (RFP)
- Exhibit B – Priority Climate Action Plan RFP



**State of Hawai'i  
Department of Land and Natural Resources**

**Request for Proposals (RFP) for the  
DEVELOPMENT OF A PRIORITY CLIMATE ACTION PLAN**

**Job No. PCAP**

**State of Hawai'i Department of Land and Natural Resources**

Proposals shall be submitted to email to . The Department of Land and Natural Resources (DLNR) will not be responsible for lost or misdirected mail or delivery. Proposals shall be received at the above email address by October 21, 2023, (5PM HST). Any proposals received after the proposal submittal deadline will be considered late and rejected. Mailed or hand delivered proposals will not be accepted. Questions Relating to this RFP solicitation may be emailed to Chelsea Arnott at [chelsea.l.arnott@hawaii.gov](mailto:chelsea.l.arnott@hawaii.gov)

### 1. INTRODUCTION AND PURPOSE OF SOLICITATION

The Department of Land and Natural Resources seeks assistance to develop a Priority Climate Action Plan to identify and assess actions to limit greenhouse gas emissions in the State of Hawai'i. Final awards are subject to the availability of funds or State budget restrictions and procedures.

### 2. CANCELLATION

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

### 3. RFP SCHEDULE AND SIGNIFICANT DATES

The following table represents the State's best estimate of the schedule that will be followed. If a component of this schedule is delayed, the rest of the schedule will likely be shifted by the same number of days. The approximate schedule is as follows:

	Date
Deadline to Submit Written Questions	October 2, 2023
State's Response to Written and Verbal Questions	October 6, 2023
Proposals Due and Opened	October 21, 2023
Evaluation Committee Meeting	October 22, 2023
Estimated Notification of Award	October 22, 2023
Estimated Contract Start Date	November 1, 2023

### 4. BACKGROUND

In 2017, the State of Hawai'i affirmed its commitment to combating climate change and mitigating its deleterious effects for formulating a greenhouse gas emission reduction strategy. Through the Inflation Reduction Act of 2022 (IRA), Congress appropriated \$5 billion to the United States Environmental Protection Agency (EPA) to support efforts by states, U.S. territories, municipalities, air pollution control agencies, tribes, and groups thereof to develop and implement plans to reduce GHGs. The Climate Pollution Reduction Grants (CPRG) program was established by the EPA with the appropriated funds to achieve three broad objectives:

- Tackle damaging climate pollution while supporting the creation of good jobs and lowering energy costs for families.
- Accelerate work to address environmental injustice and empower community-driven solutions in overburdened neighborhoods.
- Deliver cleaner air by reducing harmful air pollution in places where people live, work, play, and go to school.

In line with this strategy EPA has provided the State with funding to identify local actions to reduce

Greenhouse gas (GHG) emissions and associated criteria and toxic air pollution through deployment of new technologies, operational efficiencies, and solutions that will transition America equitably to a low-carbon economy that benefits all Americans.

Support will come in two distinct but related phases:

- Planning grants: Develop plans to reduce GHGs.
- Implementation grants: Implement measures from the GHG reduction plans developed with planning grant funding.

This RFP is focused specifically on the planning grants, which are a pre-requisite for competing in the second phase of the CPRG program in the future. The second phase will competitively award \$4.6 billion for implementation. Any future application for an implementation award under the CPRG will require a Priority Climate Action Plan (PCAP) that describes the programs, policies, measures, and projects the entity will carry out with the implementation grant funding.

Under the planning grant Hawai'i is expected to develop a PCAP due March 1, 2024 in collaboration with large and small municipalities statewide and to conduct meaningful engagement with low income and disadvantaged communities throughout its jurisdiction.

Contracts will be awarded based on evaluation criteria specified in Section 8 of this RFP.

## **5. SCOPE OF WORK**

The initial deliverable is a PCAP, a narrative report due on March 1, 2024, that includes a focused list of near-term, high-priority, implementation-ready measures to reduce GHG pollution and an analysis of GHG emissions reductions that would be achieved through implementation. This plan will comprehensively address all sources of GHG emissions and sinks in the state, including county sources and sinks.

In conjunction with the PCAP the Hawai'i State Energy Office is developing a [Statewide Decarbonization Strategy](#) in Accordance with [Act 238 Session Laws of Hawai'i 2022](#) due in December 2023. The strategy examines all sectors to develop a set of economy-wide recommendations which, if implemented collectively, will allow for Hawai'i to reach its clean economy target pursuant of HRS 225P-5.

In addition, the State PCAP will be inclusive of actions and activities in the Counties of Maui, Kaua'i, and Hawai'i. The City and County of Honolulu is developing a City PCAP under its own EPA award also due March 1, 2024.

The State PCAP should be developed in collaboration with the HSEO decarbonization strategy and the City and County of Honolulu PCAP.

The PCAP must include:

- a. A GHG inventory: (Through 2019 Completed, 2020 and 2021 emissions inventories underdevelopment);
- b. Quantified GHG reduction measures: (To be conducted in collaboration with HSEO);
- c. A low-income and disadvantaged communities benefits analysis (To be conducted in collaboration with HSEO);
- d. A review of authority to implement (To be conducted in collaboration with HSEO);
- e. GHG emissions projections: (Completed);
- f. GHG reduction targets: (Identified);
- g. A benefits analysis for the full geographic scope and population covered by the plan;
- h. A plan for leveraging other federal funding (will be conducted in collaboration with grants specialist); and,
- i. A workforce planning analysis (To be conducted in collaboration with HSEO).

**a. GHG Inventory:**

A GHG Inventory was completed May 2023 and should be included in the PCAP. The inventory can be found here: [https://health.hawaii.gov/cab/files/2023/05/2005-2018-2019-Inventory\\_Final-Report\\_rev2.pdf](https://health.hawaii.gov/cab/files/2023/05/2005-2018-2019-Inventory_Final-Report_rev2.pdf)

**b. Quantified GHG reduction measures:**

A PCAP must include a focused list of near-term, high-priority, implementation-ready measures that have been identified for implementation by the lead organization and any other collaborating entities (e.g., municipalities, tribes). Technical Working Groups have been formed consisting of State, County, Federal, non-governmental and community stakeholders to identify these measures.

The PCAP should indicate the implementing agency for each measure. For each measure, the PCAP must provide an estimate of the quantifiable GHG emissions reductions, key implementing agency or agencies, implementation schedule and milestones, expected geographic location if applicable, milestones for obtaining legislative or regulatory authority as appropriate, cost of implementation, identification of funding sources if relevant, and metrics for tracking progress.

**c. Low-Income and Disadvantaged Communities Benefits Analysis:**

A benefits analysis for low-income and disadvantaged communities shall assess benefits of GHG reduction measures within such communities. Examples of community benefits from GHG reduction measures include but are not limited to: co-pollutant emission reductions (e.g., criteria air pollutants and air toxics), increased climate resilience, improved access to services and amenities, jobs created and workforce development, and decreased energy costs from energy efficiency improvements.



For the Decarbonization Strategy HSEO will be developing high level scenarios that will be needed to be further refined for discrete project/scenario implementation by the contractor of this RFP.

**d. Review of Authority to Implement:**

The PCAP will need to identify for each measure whether the relevant state or local governments already have existing statutory or regulatory authority to implement the measure, or whether such authority still must be obtained. The PCAP must include a schedule of milestones for actions needed by key entities (e.g., legislature, administrative agency, etc.) for obtaining any authority needed to implement each listed program or measure.

For the Decarbonization Strategy HSEO will be developing high level scenarios that will be needed to be further refined for discrete project/scenario implementation by the contractor of this RFP.

**e. GHG emissions projections:**

A GHG emission projection was completed May 2023. Contractor is to include the report in the PCAP. The inventory can be found here: [https://health.hawaii.gov/cab/files/2023/05/2005-2018-2019-Inventory\\_Final-Report\\_rev2.pdf](https://health.hawaii.gov/cab/files/2023/05/2005-2018-2019-Inventory_Final-Report_rev2.pdf)

**f. GHG reduction targets:**

GHG reduction targets have been set but Act 238 further requires the State Energy Office to make recommendations on whether the goals should be adjusted, or if additional interim goals between the completion of the analysis and 2045 should be adopted. Current and new goals developed by the Decarbonization Strategy should be included in the PCAP.

**Guiding Principles:**

The PCAP should be developed considering the following principles:

- Improve understanding of current and future GHG emissions so that state and local governments can prioritize actions that reduce such emissions and harmful air pollution (criteria air pollution and toxic air pollutants) where citizens live, work, play, and go to school, particularly in nonattainment areas for the National Ambient Air Quality Standards (NAAQS) for criteria air pollutants.
- Adopt and implement ambitious policies and programs to reduce GHG emissions and accelerate decarbonization across multiple important sectors (e.g., industry, electricity generation, transportation, commercial and residential buildings, agriculture/natural and working lands, and waste and materials management).
- Collaborate closely with other entities in their state, region, municipality, and/or air district to develop coordinated plans based on best practices.
- Explore opportunities to leverage sources of funding and financing from the Inflation Reduction Act of 2022, Bipartisan Infrastructure Law of 2021, American Rescue Plan Act of 2021, and Creating Helpful Incentives to Produce Semiconductors and Science Act of 2022.
- Stimulate innovative technologies and practices to reduce GHG emissions and associated co-pollutants in hard-to-abate sectors.
- Prioritize actions and policies that will be durable, replicable, and provide certainty in pollution reductions.

- Reduce climate pollution while building the clean energy economy in a way that benefits all Americans, provides new workforce training opportunities, and effectively addresses environmental injustices in disadvantaged communities.
- Adopt robust metrics and reporting programs to track emission reductions and important benefits throughout their jurisdiction and in disadvantaged communities.

## 6. TERM OF CONTRACT

Funding for the contract(s) will be allocated from the federal EPA funding. The contract for FY2024 shall be for a period beginning approximately October 1, 2023 and ending January 1, 2025. Final invoices must be submitted December 1, 2024 unless the schedule is shifted as detailed in section 3 (RFP Schedule and Significant Dates). Please confirm with your fiscal office the date you will need to complete expenditures in order to invoice the State by that date.

### Contract Extensions:

Unless terminated, the contract may be extended for not more than one additional twenty-four (24) month period without the necessity of re-bidding, upon mutual agreement, in writing prior to expiration. A request for extension must be received at least 3 months before expiration to allow for all required approvals.

## 7. PROPOSAL FORMAT AND CONTENT

(25) Submit proposals VIA E-MAIL ONLY to [chelsea.l.arnott@hawaii.gov](mailto:chelsea.l.arnott@hawaii.gov). If the files are too large to email, please use a file sharing service such as Dropbox or You Send It. Please use page numbering. All proposals must use the following format:

- a. Transmittal and Offer Letter (See Attachment A) ONE (1) PAGE ONLY
- b. Scope of Work - (See Section 5) TWO (2) PAGES MAXIMUM.
  - i. Describe actions to:
    1. Incorporate County Climate Action Plans and Strategies
    2. Coordination with HSEO and City and County Plans and Strategies
    3. Incorporate GHG inventory, projections and reduction targets
    4. Quantify GHG reduction measures
    5. Conduct an analysis of low-income and disadvantaged communities benefits
    6. Review the of authority to implement identified actions
  - ii. Budget (See Section 9) ONE (1) PAGE MAXIMUM. Note: If there is more than one fiscal entity included in this proposal, attach a separate budget for each one.

- iii. Budget Justification (See Section 10) ONE (1) PAGE MAXIMUM. Note:  
Attach a separate budget justification sheet for each fiscal entity
- iv. Letters of Support
  - 1. Attach PDF copies of 2-3 letters (combined into single PDF)

**8. EVALUATION CRITERIA AND CONTRACTOR SELECTION**

Proposals will be ranked by an evaluation committee consisting of up to six (6) members. The awards will be made to the responsible Offeror(s) whose proposal is/are determined to be the most advantageous to the State based on the evaluation criteria listed in this section. Evaluation criteria and their associated points are listed in the table.

**The total number of points used to score proposals is 70**

<b>Evaluation Criteria</b>	<b>Maximum Points</b>
Cost-effectiveness of activity	10
Experience in working with state and county agencies	10
Experience and expertise in Quantifying GHG reduction measurements	10
Knowledge and experience developing Community Benefits Analysis and/or Community Benefit Plans	10
Experience developing implementation plans for federal grants	10
Adequate experience of accomplish objectives	10
Clarity of writing and inclusion of all required elements of RFP	10

## 9. BUDGET

One page maximum for each fiscal entity.

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

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

### a. Detailed Budget & Payment

- i. Detailed project budget requirements and cost estimation to meet the proposed work needs of the program and time frame needed to accomplish these services.
- ii. A detailed listing salary assumed by the consultant.

## 10. BUDGET JUSTIFICATION

- a. One page maximum for each fiscal entity.
- a. Other
- b. Explain any line item that costs over \$2500. Describe any sub-contracts.
- c. List any overhead costs not included in indirect costs.

## 11. DUE DATES AND REPORT FORMAT-Alternatives may be proposed.

- a. Reports will be provided digitally in Word or pdf format for proof with the final distributed to DLNR digitally in Word or pdf to Chelsea Arnott via [chelsea.l.arnott@hawaii.gov](mailto:chelsea.l.arnott@hawaii.gov) .
- b. Award recipients must provide updates on proposed deliverables over the course of the project. This includes:
  - i. Monthly Narrative Reports
  - ii. Final Narrative Report
- c. **Purpose of Reports:**

Monthly and Final Narrative Reports provide an update on the quarterly and final compliance of projects. Reports help inform management and funding decisions and are used to create legislative reports. They may also be used in the case of an audit to defend the use of State funds and tax payer money. Failure to submit reports on time may impact future award decisions.

### **Monthly Narrative Report:**

Monthly reports are required and must be provided for each quarter in each year the project is active. Grantees are asked to submit a brief and simple narrative that includes the following information:

- Update on proposed deliverables for the month (as identified in the Scope of Work). Are they being fulfilled according to the proposed schedule? If not, please indicate where, what, and why.
- Indicate whether any of the deliverables need to be changed and explain why.
- Share any notable milestones or accomplishments (including photos).
- Include specifics about any assistance DLNR can provide to help reach your objectives.

#### **Final Narrative Report:**

The Final Report is inclusive of all project activities conducted during the entire project period. It should include the following information:

- A summary of the project accomplishments, including your biggest accomplishment. What did this funding help you achieve?
- A final expenditure report that follows the same format as the approved budget.
- Other accomplishments

#### **Final Report Due Dates:**

The Final Narrative Report is due February 28, 2024 at the end of the project period or with the final invoice. The final 10% payment cannot be made until an adequate Final Report is received. Final Reports will be made available to the public.

#### **Submission of Reports:**

The Monthly and Final Narrative Reports must be submitted via email to [chelsea.l.arnott@hawaii.gov](mailto:chelsea.l.arnott@hawaii.gov) as a word document and PDF.

## **12. COMPENSATION AND PAYMENT**

Invoices can be submitted monthly, quarterly or semi-annually. They may be submitted quarterly on the same schedule as the quarterly reports. Payment of invoices may be held if quarterly reports and the final report are not submitted by the identified dates in the RFP. All invoices must identify costs as they relate to the approved project budget using the spreadsheet from the proposal (i.e. salaries \$x, fringe \$x, supplies \$x, etc.).

#### **Invoices need to contain the following:**

- **Contract or Purchase Order (PO) number**
- **Service period**
- **The statement “This is an original invoice”**
- **An original signature in blue ink**

The final invoice must be marked as “Final.” Please check with your individual fiscal officer to confirm internal deadlines for invoices. All final invoices need to be accompanied by the Certificate of Vendor Compliance from Hawai'i Compliance Express.

Invoices can be emailed to: Chelsea Arnott: [chelsea.l.arnott@hawaii.gov](mailto:chelsea.l.arnott@hawaii.gov)

## **SPECIAL PROVISIONS**

1. **SCOPE.** All proposals shall be in accordance with this RFP, including the special provisions in this section, the Scope of Work specified herein, and the General Conditions (GC), included by reference and available at <http://spo.hawaii.gov/wpcontent/uploads/2014/02/103D-General-Conditions.pdf>
2. **RESPONSIBILITY OF OFFERORS.** Pursuant to §103D-328, HRS, selected Offeror shall be required to submit evidence of tax clearance by providing a Hawai'i Compliance Express certificate dated within one month of the notice of award. Please see <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 §103D-310(c), HRS, 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 Hawai'i Information Consortium, LLC (HIC). This certificate will also indicate compliance with the Hawai'i State Department of Labor and Industrial Relations (DLIR) regulations.  
**Compliance with Section §103D-310(c)(1) and (2), HRS.** The Hawai'i Compliance Express Certificate also shows compliance with the State of Hawai'i Department of Commerce and Consumer Affairs Business Registration Division (BREG).  
**Timely Submission of all Certificates.** The above certificate should be applied for and submitted to DOFAW 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 Hawai'i Compliance Express Certificate for final payment on the contract.
3. **OFFEROR QUALIFICATIONS.** Offeror shall meet all of the qualifications required by this RFP. Failure to meet the qualifications as specified will likely have an adverse effect on Offeror’s proposal evaluation.
4. **TERM OF CONTRACT.** Successful Offeror shall be required to enter into a formal written contract to commence work on this project. The initial term of the contract shall be for funds allocated in the FY2023 and FY2024 period starting on the official commencement date of the Notice to Proceed. The contract may be extended for up to twenty-four (24) 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, Chelsea Arnott, **808-492-0642** or authorized representative, is designated the Contract Administrator.
6. **OVERVIEW OF THE RFP PROCESS.**
  - a) The RFP is issued pursuant to Subchapter 6 of HAR Chapter 3-122, implementing HRS Section 103D-303.
  - b) The procurement process begins with the issuance of the RFP and the formal response to any written questions or inquiries regarding the RFP. Changes to the RFP will be made only by Addendum.

- c) Proposals shall not be opened publicly, but shall be opened in the presence of two (2) or more procurement officials. The register of proposals and Offerors' proposals shall be open to public inspection after posting of the award. All proposals and other material submitted by Offerors become the property of the State and may be returned only at the State's option.
  - d) The Procurement Officer, or an evaluation committee selected by the Procurement Officer, shall evaluate the proposals in accordance with the evaluation criteria. The proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable.
  - e) Proposals may be accepted on evaluation without discussion. However, if deemed necessary, prior to entering into discussions, a "priority list" of responsible Offerors submitting acceptable and potentially acceptable proposals shall be generated. The priority list may be limited to a minimum of three responsible Offerors who submitted the highest-ranked proposals. The objective of these discussions is to clarify issues regarding the Offeror's proposal before the Best and Final Offer (BAFO) is tendered.
  - f) If during discussions there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate such clarification or change. Addenda to the RFP shall be distributed only to priority listed Offerors who submit acceptable or potentially acceptable proposals.
  - g) Following any discussions, Priority Listed Offerors will be invited to submit their BAFO, if required. The Procurement Officer or an evaluation committee reserves the right to have additional rounds of discussions with the top three (3) Priority Listed Offerors prior to the submission of the BAFO.
  - h) The date and time for Offerors to submit their BAFO, if any, is indicated in the RFP Schedule and Significant Dates. If Offeror does not submit a notice of withdrawal or a BAFO, the Offeror's immediate previous offer shall be construed as its BAFO.
  - i) After receipt and evaluation of the BAFOs in accordance with the evaluation criteria, the Procurement Officer or an evaluation committee will make its recommendation. The Procurement Officer will award the contract to the Offeror(s) whose proposal is determined to be the most advantageous to the State taking into consideration price and the evaluation factors.
  - j) The contents of any proposal shall not be disclosed during the review, evaluation, discussion, or negotiation process. Once award notice is posted, all proposals, successful and unsuccessful, become available for public inspection. Those sections that the Offeror and the State agree are confidential and/or proprietary should be identified by the Offerors and shall be excluded from access.
  - k) The Procurement Officer or an evaluation committee reserves the right to determine what is in the best interest of the State for purposes of reviewing and evaluating proposals submitted in response to the RFP. The Procurement Officer or an evaluation committee will conduct a comprehensive, fair and impartial evaluation of proposals received in response to the RFP.
  - l) The RFP, any addenda issued, and the successful Offeror's proposal shall become a part of the contract. All proposals shall become the property of the State of Hawai'i.
7. **CONFIDENTIAL INFORMATION.** If a person believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld as confidential, then the Procurement Officer named on the cover of this RFP should be so advised in writing and provided with justification to support confidentiality claim. Price is not

considered confidential and will not be withheld. An Offeror shall request in writing nondisclosure of designated trade secrets or other proprietary data considered confidential. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Pursuant to HAR Section 3-122-58, the head of the purchasing agency or designee shall consult with the Attorney General and make a written determination in accordance with HRS Chapter 92F. If the request for confidentiality is denied, such information shall be disclosed as public information, unless the person appeals the denial to the Office of Information Practices in accordance with HRS Section 92F-42(12).

8. **REQUIRED REVIEW.** Offeror shall carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable matter **must be made in writing and should be received by Department of Land and Natural Resources prior to the deadline for written questions as stated in the RFP Schedule and Significant Dates**. This will allow issuance of any necessary corrections and/or amendments to the RFP. It will help prevent the opening of a defective solicitation and exposure of Offeror's proposal upon which award could not be made. Any exceptions taken to the terms, conditions, specifications, or other requirements listed herein, must be listed in the Exceptions section of the Offeror's proposal, if the exception is unresolved by the Proposal due date.
9. **QUESTIONS PRIOR TO OPENING OF PROPOSALS.** All questions must be submitted in writing and directed to Chelsea Amott [chelsea.l.arnott@hawaii.gov](mailto:chelsea.l.arnott@hawaii.gov). The State will respond to written questions by the date indicated in the RFP Schedule and Significant Dates, or as amended.
10. **CANCELLATION OF RFP AND PROPOSAL REJECTION.** The State reserves the right to cancel this RFP and to reject any and all proposals in whole or in part when it is determined to be in the best interest of the State, pursuant to HAR Section 3-122-96 through 3-122-97.
11. **OFFER ACCEPTANCE PERIOD.** The State's acceptance of offer, if any, will be made within one hundred and twenty (120) calendar days after the opening of proposals. Prices or commissions quoted by the Offeror shall remain firm for a one-hundred and twenty (120) day period.
12. **PROPOSAL AS PART OF THE CONTRACT.** This RFP and all or part of the successful proposal will be incorporated into the contract.
13. **CONTRACT MODIFICATIONS - UNANTICIPATED AMENDMENTS.** During the course of this contract, the Contractor may be required to perform additional work that will be within the general scope of the initial contract. When additional work is required, the Contract Administrator will provide the Contractor a written description of the additional work and request the Contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Changes to the contract may be modified only by written document (contract modification) signed by the Department of Land and Natural Resources and Contractor personnel authorized to sign contracts on behalf of the Contractor. The Contractor will not commence additional work until a signed contract modification has been issued.
14. **PROTEST.** A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract. The notice of award, if any, resulting from this solicitation shall be posted on the Procurement Awards, Notices and Solicitations (PANS), which is available on the SPO website: <http://spo.hawaii.gov/for-vendors/contractawards/awards/>. Any protest pursuant to §103D-701, HRS, and Section §3-126-3, HAR, shall be submitted in writing to the Procurement



Officer, Department of Land and Natural Resources, 1151 Punchbowl St., Honolulu, HI 96813.

**15. GOVERNING LAW: COST OF LITIGATION.** The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, shall be governed by the laws of the State of Hawai'i. 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, Hawai'i. In case the State shall, without any fault on its part, be made a party to any litigation commenced by or against the Contractor in connection with this contract, the Contractor shall pay all costs and expenses incurred by or imposed on the State, including attorneys' fees.

**16. 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:

- a) Examine the solicitation documents thoroughly. Solicitation documents include this RFP, any attachments, plans referred to herein, and any other relevant documents or web links.
- b) 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.

**17. PROPOSAL PREPARATION**

- a) **TRANSMITTAL AND OFFER FORM.** Proposals shall be submitted using Offeror's **exact legal name as registered with the Department of Commerce and Consumer Affairs**, if applicable; and to indicate exact legal name in the appropriate spaces on the Transmittal and Offer Form. Failure to do so may delay proper execution of the contract. **This offer will be submitted via email, however, once the intent to award has been sent to an Offeror, the Offeror must submit the complete original copy and it must be received at the above address within five (5) working days.** The authorized signature on the first page of the Offer Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.
- b) **Offer Guaranty.** An offer guarantee is NOT required for this RFP.
- c) **Tax Liability.** Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Vendors are advised that they are liable for the Hawai'i GET at the current 4% rate and the applicable use tax at the current 1/2% rate. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.
- d) **Taxpayer Preference.** For evaluation purposes, pursuant to HRS §103D-1008, the Offeror's tax exempt price offer submitted in response to an IFB shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.
- e) Costs for developing the Proposal are solely the responsibility of the Offeror, whether or not any award results from this solicitation. The State of Hawai'i will not reimburse such costs. g. All proposals become the property of the State of Hawai'i.

- f) Copies of documents transmitted by Offerors via facsimile machines shall be limited to the modifications or withdrawal of an offer pursuant to HAR Sections 3-122-108 and 3-122-28, respectively.
- 18. SUBMISSION OF PROPOSAL.** Offers shall be received at [Chelsea.arnott@hawaii.gov](mailto:Chelsea.arnott@hawaii.gov). The Department of Land and Natural Resources (DLNR) will not be responsible for lost or misdirected mail or delivery. Proposals shall be received at the above email address by October 21, 2023, (5PM HST). Any proposals received after the proposal submittal deadline will be considered late and rejected. Mailed or hand delivered proposals will not be accepted.
- 19. PRICING.** Pricing shall include labor, materials, supplies, all applicable taxes, **except the GET, currently 4%, 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.**
- 20. ECONOMY OF PRESENTATION.** Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate for the purpose. Emphasis will be on completeness and clarity and content. If any additional information is required by the State regarding any aspects of the Offeror's proposal, it shall be provided within four (4) business days.
- 21. PROPOSAL OPENING.** Proposals will be opened at the date, time, and place specified, or as amended. Proposals shall not be opened publicly, but shall be opened in the presence of two or more procurement officials. The register of proposals and Offeror's proposals shall be open to public inspection after all parties sign the contract.
- 22. 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 8 of this RFP. Proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable. Discussion may be conducted with priority listed Offerors who submit proposals determined to be acceptable or potentially acceptable of being selected for award, but proposals may be accepted without such discussions. The objective of these discussions is to clarify issues regarding the Offeror's proposals before the best and final offer, if necessary. If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may rank the proposals and limit the priority list to three responsive, responsible Offerors who submitted the highest-ranked proposals.
- 23. DISCUSSION WITH PRIORITY LISTED OFFERORS.** Discussions by the committee may be conducted with priority listed Offerors pursuant to HAR §3-122-53, to discuss their proposal and ensure thorough, mutual understanding. However, proposals may be accepted without such discussions. The State in its sole discretion shall schedule the time and location for these discussions, normally within the timeframe indicated in the RFP schedule.
- 24. CANCELLATION OF RFP AND PROPOSAL REJECTION.** The State reserves the right to cancel this RFP and to reject any and all proposals in whole or in part when it is determined to be in the best interest of the State, pursuant to HAR §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 canceled or a proposal is rejected.
- 25. ADDITIONAL TERMS AND CONDITIONS.** The State reserves the right to add terms and conditions during the contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluation.
- 26. CONTRACT EXECUTION.** Successful Offeror receiving award shall enter into a formal written contract. No performance or payment bond is required for this contract. No work is to be undertaken by the Contractor prior to the commencement date. The State of Hawai'i 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.

- 27. PAYMENT.** Incremental payments shall be made to the awarded Contractor upon receipt of reports that meet the expectations of the RFP. The receipt of reports shall be due based on the timeline submitted by the Contractor in the proposal, or as amended. HRS §103-10, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make a payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further, the State will reject any offer submitted with a condition requiring interest payments greater than that allowed by HRS §103-10, as amended. The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute. **If an advance payment is requested it must be stated in the budget section of the proposal.**
- 28. AWARD - Method of Award.** The award will be made to the responsive, responsible Offeror(s) whose proposal is/are determined to be the most advantageous to the State based on the evaluation criteria. **Responsibility of Offeror(s).** Reference HRS Chapter 103D-310(c). Contractor is required to submit a "Certificate of Vendor Compliance" after the Notice of Award is received and before a contract can be processed. Businesses can register online at <http://vendors.ehawaii.gov>. **Final Payment Requirements.** Contractor is required to submit a "Certificate of Vendor Compliance" with the invoice for final payment on the contract. 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.
- 29. CONTRACT INVALIDATION.** If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.
- 30. 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.
- 31. 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.
- 32. 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.
- 33. 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.
- 34. CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS.** It has been determined that funds for this contract have been appropriated by a legislative body. Therefore, Offeror, if awarded a contract in response to this solicitation, agrees to comply with HRS §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.
- 35. ADDITIONS, AMENDMENTS AND CLARIFICATIONS.**  
Approvals. Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General as to form, and is subject to all further approvals,

including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

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

Confidentiality of Material. All material given to or made available to the Contractor by virtue of this contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE. All information, data, or other material provided by the Offeror or the Contractor to the State shall be subject to the Uniform Information Practices Act, HRS Chapter 92F. The Offeror shall designate in writing to the Procurement Officer those portions of its un-priced offer or any subsequent submittal that are trade secrets or other proprietary data that the Offeror desires to remain confidential, subject to HAR §3-122-58, in the case of an RFP, or HAR §3-122-30, in the case of an IFB. The Offeror shall state in its written communication to the Procurement Officer, the reason(s) for designating the material as confidential, for example, trade secrets. The Offeror shall submit the material designated as confidential in such manner that the material is readily separable from the offer in order to facilitate inspection of the non-confidential portion of the offer. Price is not confidential and will not be withheld. In addition, in the case of an IFB, makes and models, catalog numbers of items offered, deliveries, and terms of payment shall be publicly available at the time of opening regardless of any designation to the contrary. If a request is made to inspect the confidential material, the inspection shall be subject to written determination by the Department of the Attorney General in accordance with HRS Chapter 92F. If it is determined that the material designated as confidential is subject to disclosure, the material shall be open to public inspection, unless the Offeror protests under HAR Chapter 3-126. If the request to inspect the confidential material is denied, the decision may be appealed to the Office of Information Practices in accordance with HRS §92F-15.5.

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

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

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

**ATTACHMENT A**

**TRANSMITTAL and OFFER LETTER RFP PCAP**

**Name of Organization:**  
**Name of Point of Contact:**  
**Phone:**  
**Email:**

Department of Land and Natural Resources  
1151 Punchbowl Street, Room 131  
Honolulu, HI 96813

The undersigned has carefully read and understands the terms and conditions specified in RFP PCAP, the Special Provisions attached hereto, and in the current Hawai'i Attorney General's General Conditions, by reference made a part hereof and available at <http://spo.hawaii.gov/wp-content/uploads/2014/02/103D-General-Conditions.pdf> 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, Hawai'i Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price submitted was independently arrived at without collusion.

**Proposal Title:** \_\_\_\_\_

**Total Amount of Proposal: \$** \_\_\_\_\_

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

\_\_\_\_\_  
Legal name

\_\_\_\_\_  
Address (Contract and Billing Address must be the same)

\_\_\_\_\_  
State Tax ID No.(GE)

\_\_\_\_\_  
Federal Tax ID No.

\_\_\_\_\_  
**Offeror Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Title**