

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

April 12, 2024

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

Land Board Members:

SUBJECT: REQUESTS APPROVAL FOR THE CHAIRPERSON TO AWARD, SIGN AND EXECUTE A CONTRACT TO A VENDOR SELECTED BY A COMPETITIVE SEALED PROPOSAL PROCESS TO DEVELOP A CARBON SMART LAND MANAGEMENT ASSISTANCE PILOT PROGRAM

This Board Submittal requests approval for the Chairperson to award, sign and execute contracts for the Carbon Smart Land Management Assistance Pilot Program.

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. The strategy noted that agricultural land management practices can sequester carbon, provide greenhouse gas benefits, and decrease marine sedimentation while providing increased economic opportunities for local businesses, agriculture, and communities. The Hawai'i Climate Change and Adaptation Commission furthers these aims through promoting the sequestration of carbon dioxide through regenerative agriculture and forest preservation, as a part of reaching statewide goals of increasing local food production to foster self-sustainability. This RFP is the enactment of the Hawai'i Carbon Smart Land Management Assistance Pilot Program, which was passed as [Act 185 of the 2022 Hawai'i State Legislative Section](#).

Projects should focus on economically efficient, long-term nature-based actions that improve soil health, reduce atmospheric carbon dioxide, and provide diverse co-benefits such as landscape maintenance and water security. Small farmers, ranchers, foresters, community groups, schools, landowners, and lessees or those with written permission from landowners to implement proposed activities, are currently taking measures to help Hawai'i reach its climate readiness goals. Awards under this RFP's scope will compensate for carbon sequestration practices.

Proposed projects will either:

1. Provide technical assistance and funding to land managers to implement practices that increase soil health, reduce carbon emissions, and promote carbon sequestration and storage or
2. Implement direct action for such practices on land under the auspices of the project. Practices must be conducted on eligible land, meaning land in the State of Hawai'i that is privately owned (the applicant does not need to own the land but must have a letter of support from the landowner) or public land that is leased (with written authorization under the lease) to a private citizen or organization at the time of initiation of the incentive contract. Scope of work activities include:
 - a. Recruit and support carbon sequestration activities through incentive contracts that provide compensation for eligible practices by program participants or propose direct action for carbon sequestration activities.
 - b. Provide or receive financial incentive payments to owners and lessees of eligible land for eligible practices over a designated period via an incentive contract.
 - c. Monitor and measure for soil and above-ground carbon and proposed activities (technical assistance can be provided but must be included as a line item in the budget).
 - d. Establish and implement protocols to monitor and verify compliance with the terms of incentive contracts.
 - e. Identify co-benefits that may include: (1) Job creation; (2) Food security and agriculture for local consumption; (3) Water security; (4) Increased biodiversity; (5) Soil health; and (6) Invasive species reduction and removal.

The practices below have been identified as having a high likelihood of effectively achieving durable sequestration benefits at reasonable compensation rates across eligible benefits. One-time establishment and yearly monitoring activities include but are not limited to the following:

- **Reforestation:** establishing and operating nurseries to collect or purchase tree seeds or young trees, to plant trees, and to do all other things necessary for planting or seeding forests and for the additional protection, care, and improvement of the resulting growth (*16 USC 576a*).
- **Windbreaks:** single or multiple rows of trees or shrubs in linear configuration planted to control wind, noise, and visual resources (*NRCS 380-CPS-1*).
- **Conservation tillage and reduced field pass intensity:** planting methods in which at least 30 percent of previous crop residue remains on the soil after planting the current crop (H. R. 5858) (*field pass intensity is a phrase used in a CRS report in 2008, and every instance of its use online is citing that report*).
- **Improved forages:** increased yield of quality of plants grown for haying or grazing for livestock to roam and feed on (*USDA Federal Crop Insurance Corporation 16-RI-AF*).

- **Control of invasive species:** reducing the presence or severity of alien species whose introduction causes economic, environmental, or human health harm, as defined by the Hawai'i Invasive Species Council (*HRS 194*).

Annual investment activities include but are not limited to the following:

- **Efficient nutrient management:** practices that reduce nutrient losses to surface water, groundwater, and the atmosphere through the application of the right nutrient source at the right rate at the right time in the right place, based on soil tests, manure management, plants, and crops (*NCRS 590-CPS-1*).
- **Crop diversity through rotations and cover crops:** increased number of plant species named in the College of Tropical Agriculture and Human Resources Cover Crops Database (*HRS §181-6*) or an increased number of plant species through the use of a planned sequence of crops grown on the same ground over time (*NRCS 328-CPS-1*).
- **Manure management:** stabilizing or storing livestock manure, litter, or wastewater using a component listed in 40 CFR Ch. I (7–1–21 Edition) Section 98.361(c).
- **Rotational grazing and improved forages:** planting forage, dividing pastures into paddocks, or using grazing rotations to increase forage quality and production, enhance vegetative cover, and reduce sediment and nutrient runoff (*104th Congress HR 2339*).
- **Waste-stream-derived amendment applications:** methods to make materials from liquid waste commercially viable through compost, biochar, and anaerobic digestion.
- **Improved cropping and organic systems:** use a specific temporal or special planting sequence (including monocropping, intercropping, relay cropping, mixed cropping, and crop rotation) to increase crop productivity (*Panigrahy, 2005*).
- **Feed management:** manipulating and controlling the quantity and quality of available nutrients, feedstuffs, and/or additives fed to livestock and poultry to increase yield, quality, or profitability (*Feed Management Plan CAP 108-1*).

The funding for the contract(s) will be allocated from the State's FY24 funds. The contract for FY2024 shall be for a period beginning approximately June 1, 2024, and ending April 30, 2026. Contracts will focus on the pilot implementation grants that describe the programs, policies, measures, and projects the entity will carry out.

DISCUSSION

The Chairperson utilized the delegation of authority granted via BLNR Item C-2 1/20/2020 (Attachment A) to Issue a Request for Proposals (RFP) on 3/25/24. An evaluation committee will review and rank all proposals, allowing for an objective review, evaluation, ranking, and selection of the most qualified proposals for the program. The evaluation committee will consist of at least three government employees with sufficient qualifications for the goods or services to be procured.

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.

The Division of Forestry and Wildlife requests that the Board authorize the Chairperson to execute the agreements, contract for goods, services, or construction, subject to 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 HRS Chapter 343 requirements for environmental review because it involves the pass through of federal funds for a Department of Commerce grant to a third party and is not an action that proposes a “use,” “amendment,” “reclassification,” “construction,” “expansion,” “modification,” “unit,” “facility,” “landfill,” or “refinery” for which an environmental assessment is required under HRS section 343-5(a).

RECOMMENDATION:

That the Board, as the Department Procurement Officer:

- 1) Approve the Chairperson to award, execute, and extend contracts to implement the Carbon Smart Land Manager Assistance Pilot Program subject to the availability of funds and approval as to form by the Department of the Attorney General.

Respectfully submitted,



DAVID G. SMITH, Administrator
Division of Forestry and Wildlife

APPROVED FOR SUBMITTAL:



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
Division of Forestry and Wildlife
Honolulu, Hawai‘i 96813

January 10, 2020

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

**BOARD AMENDED
RECOMMENDATION LIMITING SCOPE TO
CONTRACTS VALUED LESS THAN
\$500,000.**

Land Board Members:

REFER TO MEETING MINUTES.

**SUBJECT: REQUEST FOR DELEGATION OF AUTHORITY TO THE
CHAIRPERSON TO: 1) APPROVE, PROCURE, AWARD, SIGN,
EXECUTE, AMEND, AND EXTEND CONTRACTS VALUED LESS
THAN \$1,000,000 PROCURED THROUGH CHAPTER 103D HAWAII
REVISED STATUTES; 2) DECLARE THESE CONTRACTS EXEMPT
FROM THE PREPARATION OF AN ENVIRONMENTAL
ASSESSMENT (EA) OR APPROVE AN ENVIRONMENTAL
ASSESSMENT AND ISSUE A FINDING OF NO SIGNIFICANT
IMPACT, IF APPROPRIATE**

BACKGROUND:

This submittal requests delegation of authority to the Chairperson to approve contracts procured through the Hawaii Public Procurement Code (Ch. 103D, Hawaii Revised Statutes). On May 14, 2004, a submittal for a broader delegation for all contracts was deferred by the Board, with minutes noting that the Board requested more information on the procurement process. On April 13, 2017, the Board approved a requested delegation for contracts under \$500,000, excluding contracts procured through 103D-303, Hawaii Revised Statutes: Competitive Sealed Proposals. This submittal seeks the inclusion of competitive sealed proposals in the delegation, and increases the threshold for Board review to \$1,000,000. This submittal applies to all Divisions within DLNR.

Under Chapter 171, Hawaii Revised Statutes (HRS), the Board is given the powers and functions granted to the heads of departments for activities such as entering contracts and may delegate those powers and duties to the Chairperson or employees of the Department. The contracting process involves multiple reviews and approval processes including the initial budgeting process, legislative appropriation, administrative release of funds, compliance with Chapter 343, HRS, certification of funds by the Comptroller, approval as to form by the Attorney General, and finally approval by the Chairperson.

Chapter 103D is the standard procurement code for the State which has provisions for ethical, competitive, and public source selection processes that are subject to audits and oversight. The

Department's Divisions and Offices enter into numerous contracts for goods and services, professional services, and construction. Contracts could include rental and purchase of equipment and vehicles, purchase of supplies and materials, repairs and maintenance of facilities and equipment, and construction work. The procurement of these contracts are necessary to implement the natural and cultural resource management activities of the Department or to carry out administrative functions. This submittal requests that contracts under \$1,000,000 be delegated to the Chairperson to sign for procurements under Ch. 103D. In effect, this would streamline the contracting process for procurements. This includes both Invitation For Bid (IFB) projects as well as those procured through the Request for Proposal (RFP) process. The RFP process involves basing an award on other evaluation factors in addition to price.

DISCUSSION:

Exhibit 1 is a list of recommended actions that have received Board approval to delegate authority to the Chairperson to approve contracts in calendar year 2019. Since projects procured by IFBs are already delegated, this list only includes the RFP projects, and excludes projects over \$1,000,000. Authorizing the Chairperson to review and approve contracts at the Department level will increase the efficiency and speed of the procurement process. This will also reduce the volume of routine procurement matters going to the Board. In general, these requests to the Board do not attract testimony and pass unamended.

The Chairperson, Divisions, and Offices would retain the discretion to continue to submit any contract for Board approval to keep the Board informed of program development or provide additional public forum for information and discussion on the project.

It is noted that certain contracts are not covered in the scope of this submittal because they implement programs that statutorily have different source selection processes that require Board approval. Some examples are the Legacy Land Conservation Program (Ch. 173D), the Natural Area Partnership Program (Ch. 195), and the Forest Stewardship Program (Ch. 195F).

CHAPTER 343 – ENVIRONMENTAL ASSESSMENT:

All projects will comply with applicable provisions of HRS Chapter 343, and Title 11, Chapter 200, Hawaii Administrative Rules (HAR). We ask the Board to delegate to the Chairperson the authority to declare a project exempt from the preparation of an EA, or to approve an EA and issue a FONSI, for projects in which an EA was prepared and resulted in such findings. All projects for which an environmental impact statement (EIS) was prepared will be presented to the Board. Findings of no significant impact as well as declarations of exemptions are publicly disseminated by regularly scheduled filings to the Office of Environmental Quality Control.

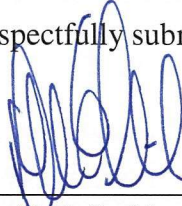
RECOMMENDATION:

That the Board of Land and Natural Resources:

- 1) Delegate authority to the Chairperson to approve, sign, execute, amend, and extend contracts valued less than \$1,000,000 procured through Chapter 103D, Hawaii Revised Statutes.

- 2) Delegate authority to the Chairperson to declare a project covered by this request exempt from the preparation of an EA or to approve an EA and issue a FONSI, if appropriate, and authorize the Chairperson to sign the necessary documents pertaining to the individual project to make such a declaration.

Respectfully submitted,



David G. Smith, Administrator
Division of Forestry and Wildlife

APPROVED FOR SUBMITTAL:



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

**BOARD AMENDED RECOMMENDATION
LIMITING CONTRACTS VALUED LESS THAN
\$500,000.**

REFER TO MEETING MINUTES

Attachment

Exhibit 1: Request for Proposal (RFP) Contracts Under \$1,000,000 that Sought Board Approval in 2019

March 22, 2019

C4: Request for approval for selection of a competitive sealed proposal process for a forest inventory at the Kapāpala Koa Canoe Management Area, Ka'ū District, Hawai'i County, Tax Map Key: (3) 9-8-001:014

April 12, 2019

C1: Amend Prior Board Action of December 14, 2018, Agenda Item C-6, which Authorizes the Chairperson to Enter into a Contract with Trailhead Labs, Inc. for five years, for the creation, deployment and maintenance of two mobile applications for the State of Hawaii hunting program and for the trails and access program in the amount of \$144,000.

The purpose of the amendment is to reflect the correct Contract amount of \$144,999.00.

April 26, 2019

C4: Request Approval to Negotiate and Sign a Contract(s) for the Management of the Department of Land and Natural Resources Youth Conservation Corps Program.

C5: Amend prior Board action of July 13, 2018 Item C-2 Request for Authorization for the Chairperson to Solicit Bids, Execute, Amend, and Extend a Contract(s) to furnish Helicopter Transportation Services for Department of Land and Natural Resources, Division of Forestry and Wildlife

F3: Request for Approval to Enter into a General Funded Contract for Goods and Services based upon Competitive Sealed Bids, not to Exceed \$260,000.00, between the Department of Land and Natural Resources (DLNR) and Hui O Ho'ohonua, to provide Services to Remove and Dispose of Mangrove and other Non-Native vegetation in the Honouliuli Stream in order to Minimize and Mitigate Flooding Impacts, Improve Water Quality by increasing flow and protect and enhance fish and wildlife; Declaration of Exemption for Contract Actions under HRS Chapter 343, and HAR Chapter 11-200.

July 12, 2019

C1: Request Approval for Selection of the Competitive Sealed Proposal Process and Authorize the Chairperson to Award, Execute, and Extend Contracts for the Implementation of Watershed Management Plans and Projects that Support Native Ecosystem Protection and Management for Fiscal Years 2020-2021.

December 13, 2019

C1: Request Approval for selection of the Competitive Sealed Proposal process and Authorize the Chairperson to Award, Execute, and Extend Contracts for reducing Barn Owl, and other Predator Presence in and around Endangered Seabird colonies across the Islands of Kauai and Lehua



State of Hawaii Department of Land and Natural Resources

Request for Proposals (RFP) for the IMPLEMENTATION OF HAWAI'I CARBON SMART LAND MANAGEMENT ASSISTANCE PILOT PROGRAM Job No. NWL2024

Honolulu, Hawaii

Proposals shall be submitted to the Department of Land and Natural Resources on the specified date and time through the Hawaii Awards & Notices Data System (HANDS). HANDS is accessible through the state procurement office website at www.spo.hawaii.gov. Questions relating to this solicitation may be submitted to Leah Laramee by email at Leah.J.Laramee@hawaii.gov.

Approved:

Leah Laramee, Climate Change Coordinator

1. INTRODUCTION AND PURPOSE OF SOLICITATION

The Department of Land and Natural Resources seeks to provide financial incentive payments to owners and lessees of eligible lands for eligible projects to promote soil health and carbon sequestration benefits (see Section 5). Eligible entities include (but are not limited to) private landowners and lessees or those rights to land management, community organizations hui / networks and hubs, schools and businesses with rights to land management in Hawai'i.

Multiple awards will be made under this request for proposals. 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	April 24, 2024
RFP Info Session & Q&A	April 24, 2024
State's Response to Written Questions	April 26, 2024
Proposals Due and Opened	May 10, 2024
Evaluation Committee Meeting	May 14, 2024
Estimated Notification of Award	May 17, 2024
Estimated Contract Start Date	June 1, 2024

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. The strategy noted that agricultural land management practices can sequester carbon, provide greenhouse gas benefits, and decrease marine sedimentation while providing increased economic opportunities for local businesses, agriculture, and communities in general. The Hawai'i Climate Change and Adaptation Commission furthers these aims through promoting the sequestration of carbon dioxide through regenerative agriculture and forest preservation, as a part of reaching statewide goals of increasing local food production to foster self-sustainability. This RFP is the enactment of the Hawai'i Carbon Smart Land Management Assistance Pilot Program, which was passed as [Act 185 of the 2022 Hawai'i State Legislative Section](#).

Contracts will be awarded based on evaluation criteria specified in Section 8 of this RFP. Projects should focus on economically-efficient, long-term nature-based actions that improve soil health, reduce atmospheric carbon dioxide, and provide diverse co-benefits such as landscape maintenance and water security. Small farmers, ranchers, foresters, community groups, schools, landowners and lessees or those with written permission from landowners to implement proposed activities, are currently taking measures to help Hawai'i reach its climate readiness goals, and awards under the scope of this RFP will provide compensation for carbon sequestration practices.

5. SCOPE OF WORK

Proposed projects will either: 1) provide technical assistance and funding to land managers to implement practices that increase soil health, reduce carbon emissions, and promote carbon sequestration and storage during the award period and/or into the future, 2) or implement direct action for the aforementioned practices on land under the auspices of the project. Practices must be conducted on eligible land, meaning land in the State of Hawai'i that is privately owned (applicant does not need to own land but must have letter of support from landowner), or public land that is leased (or written provision of support) to a private citizen or organization at the time of initiation of incentive contract. Scope of work activities include:

- a. Recruit and support carbon sequestration activities through incentive contracts that provide compensation for eligible practices by program participants or propose direct action for carbon sequestration activities
- b. Provide or receive financial incentive payments to owners and lessees of eligible land for eligible practices over a designated period via an incentive contract.
- c. Monitor and measure for soil and above ground carbon and proposed activities (Technical assistance can be provided but must be included as a line item in the budget.)
- d. Establish and implement protocols to monitor and verify compliance with the terms of incentive contracts.
- e. Identify co-benefits that may include: (1) Job creation; (2) Food security and agriculture for local consumption; (3) Water security; (4) Increased biodiversity; (5) Soil health; and (6) Invasive species reduction and removal.

Practices below have been identified as having a high likelihood of effective achievement of durable sequestration benefits at reasonable compensation rates across eligible benefits. One-time establishment and yearly monitoring activities include but are not limited to the following:

- **Reforestation:** establishing and operating nurseries to collect or to purchase tree seed or young trees, to plant trees, and to do all other things necessary by planting or seeding forests and for the additional protection, care, and improvement of the resulting growth (*16 USC 576a*)
- **Windbreaks:** single or multiple rows of trees or shrubs in linear configuration planted for the purpose of controlling wind, noise, and visual resources (*NRCS 380-CPS-1*)
- **Conservation tillage and reduced field pass intensity:** planting methods in which at least 30 percent of previous crop residue remains on the soil after planting the current crop (H. R. 5858) (*field pass intensity is a phrase used in a CRS report in 2008 and every instance of its use online is citing that report*)
- **Improved forages:** increased yield of quality of plants grown for haying or grazing for livestock to roam and feed on (*USDA Federal Crop Insurance Corporation 16-RI-AF*)
- **Control of invasive species:** reduced presence or severity of alien species whose introduction causes economic or environmental harm or harm to human health, as defined by the Hawai'i Invasive Species Council (*HRS 194*)

Yearly investment activities include but are not limited to the following:

- **Efficient nutrient management:** practices that reduce nutrient losses to surface water, ground water, and to the atmosphere through application of the right nutrient source at the right rate at the right time in the right place, based on soil tests, manure management, plants and crops (*NCRS 590-CPS-1*)
- **Crop diversity through rotations and cover crops:** increased number of plant species named in the College of Tropical Agriculture and Human Resources Cover Crops Database (HRS §181-6), or which increases number of plant species through use of a planned sequence of crops grown on the same ground over a period of time (*NRCS 328-CPS-1*)
- **Manure management:** the stabilization or storage of livestock manure, litter, or wastewater using a component listed in 40 CFR Ch. I (7–1–21 Edition) Section 98.361(c)
- **Rotational grazing and improved forages:** planting forage, dividing pastures into paddocks, or using grazing rotations to increase forage quality and production, improve vegetative cover, and reduce sediment and nutrient runoff (*104th Congress HR 2339*)
- **Waste-stream-derived amendment applications:** methods to make materials derived from liquid waste commercially viable through processes including compost, biochar, and anaerobic digestion
- **Improved cropping and organic systems:** use of a specific temporal or special planting sequence (including monocropping, intercropping, relay cropping, mixed cropping, and crop rotation) to increase crop productivity (*Panigrahy, 2005*)
- **Feed management:** manipulation and control of quantity and quality of available nutrients, feedstuffs, and/or additives fed to livestock and poultry to increase yield, quality, or profitability (*Feed Management Plan CAP 108-1*)

6. TERM OF CONTRACT

Funding for the contract(s) will be allocated from the State's FY24 funds. The contract for FY2024 shall be for a period beginning approximately June 1, 2024 and ending April 30, 2026. Final invoices must be submitted May 30, 2026 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

- a. Submit proposals VIA E-MAIL ONLY to leah.j.laramee@hawaii.gov. Please use page numbering. All proposals must use the following format:
 - i. Transmittal and Offer Letter (See Attachment A) ONE (1) PAGE ONLY
 - ii. Scope of Work - (See Section 5) TWO (2) PAGES MAXIMUM.
 1. Describe actions to:
 - a. Recruit and support or implementation of carbon sequestration activities through incentive contracts that

- provide compensation for eligible practices by program participants.
 - b. Provide financial incentive payments to owners and lessees of eligible land for eligible practices over a designated period or receive as direct land manager financial incentive payments, with appropriate crediting for soil health and carbon benefits as specified in an incentive contract.
 - c. Establish and implement protocols to monitor and verify compliance with the terms of incentive contracts
 - d. Establish and implement monitoring and measurement protocols for soil and above ground carbon and proposed activities (Technical assistance can be provided but must be included as a line item in in the budget.)
 - e. Identify co-benefits that may include: (1) Job creation; (2) Food security and agriculture for local consumption; (3) Water security; (4) Increased biodiversity; (5) Soil health; and (6) Invasive species reduction and removal.
 - f. Justification of need (i.e. ineligibility for federal programs)
 - g. Acreage of eligible land
 - h. Scheduled list of deliverables to verify that the terms of the contract have been fulfilled
- iii. Budget (See Section 10) ONE (1) PAGE MAXIMUM. Note: If there is more than one fiscal entity included in this proposal, attach a separate budget for each one. All personnel hired with this funding must take the “Soil Health as a Foundation of Climate Smart Agriculture” offered at University of Hawai’i Manoa. More information will be provided.
- iv. Budget Justification (See Section 11) ONE (1) PAGE MAXIMUM. Note: Attach a separate budget justification sheet for each fiscal entity
- v. Maps
 - 1. PDF maps for on the ground actions showing the specific location where all proposed activities listed in Scope of Work will take place. More than one Scope of Work item can be combined in a single map if it is legible and clear where all actions will take place. Include fence lines, property ownership, and TMK numbers on all maps.
- vi. Letters of Support
 - 1. Attach PDF copies of 2-3 letters (combined into single PDF) of support from any agency or landowner on whose land the work will be accomplished.

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. Priority shall be given to phase I and phase II activities that: (1) Are cost effective; (2) Provide co-benefits to the State and the owner or lessee of eligible land; (3) Have the potential to create jobs in the forestry or

agriculture sectors and in rural communities; and (4) Achieve community priorities, including food security or watershed protection.

The total number of points used to score proposals is 100

Evaluation Criteria	Maximum Points
Cost-effectiveness of activity	5
Co-benefit to state and owner/lessee	20
Potential to create jobs in the forestry or agriculture sector and in rural communities	10
Potential to achieve community priorities including food and water security, soil health and other priorities	30
Amount of funding/match obtained from other sources (1:1 = full points awarded)	10
Adequate experience to accomplish objectives	20
Clarity of writing and inclusion of all required elements of RFP	5

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, member stipends, member benefits, staff travel/sponsored meetings, member transportation and training, program supplies and equipment.

Awards are expected to range from \$25,000- \$100,000 with a total of 10 awards. DLNR reserves the right to award projects of any amount.

a. Matching Funds

- i. The successful Offeror must be able to leverage funds by securing additional funding to match state funds or provide in kind equivalent values in assets, time and other commitments.
- ii. Offeror shall specify the amount of potential matching funds, source and explain how these funds will be procured and applied to the program.

b. 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. Detailed salary information.

10. BUDGET JUSTIFICATION

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

11. DUE DATES AND REPORT FORMAT

- 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 Leah Laramee, Climate Change Mitigation and Adaptation Coordinator via leah.j.laramee@hawaii.gov due two weeks after the final members exit program.
- b. Award recipients must provide updates on proposed deliverables over the course of the project. This includes:
 - i. Quarterly Narrative Reports
 - ii. Final Narrative Report

c. Purpose of Reports:

Quarterly and Final Narrative Reports provide an update on the quarterly and final compliance of projects with soil health and carbon benefit terms as specified in the proposed project incentive contract. Reports will make modeling, methodology, and protocol resources used to estimate sequestration rates achieved by the project available to the public. 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 taxpayer money. Failure to submit reports on time may impact future award decisions.

Quarterly Narrative Report:

Quarterly 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 quarter (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 the Commission can provide to help reach your objectives.

Quarterly Report Due Dates:

Quarterly reports are due one month after the end of each quarter in which work is performed. For example, if work begins June 1, 2024, the first report is due October 31, 2024.

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?
- Share at least 20 photos or maps.
- Include a final expenditure report that follows the same format as the approved budget.
- Include accomplishments for Legislative Report (i.e.: acres of invasive plants controlled)

Final Report Due Dates:

The Final Narrative Report is due 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 Quarterly and Final Narrative Reports must be submitted via email to leah.j.laramee@hawaii.gov as a pdf and images sent as jpegs.

Site visits may be requested by the contract administrator, to be coordinated with the Grantee.

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: Leah Laramée: Leah.J.Laramée@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 FY2024 and FY2025 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, **Leah Laramée, Climate Change Coordinator, 808 895 1477** 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 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 Leah Laramée, leah.j.laramee@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 the Department of Land and Natural Resources, Division of Forestry and Wildlife, 1151 Punchbowl St, Rm. 325, Honolulu, HI 96813 via the Web Portal Application Form no later than the date and time stated in Significant Dates, as amended. Timely receipt of offers shall be evidenced by the date and time registered by the State of Hawai'i electronic mail system clock. Offers received after the deadline shall be returned unopened.
- 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 NWL23

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

Hawaii 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 NWL2024, 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) they are declaring their offer is not in violation of Chapter 84, Hawai'i Revised Statutes, concerning prohibited State contracts, and 2) they are 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

ATTACHMENT B

Draft example of incentive contract to producer if awarded to fiscal sponsor.

Part 1. The written agreement must include at a minimum: beginning and ending dates, dollar amount of the contract, a description of activities, services to be performed with a time schedule, or deliverables, and a budget. The budget must include the same line item categories as the Grant Agreement budget.

This Agreement, effective the _____ is entered into between the NAME OF YOUR ORGANIZATION whose address is ADDRESS, and THE FARM NAME (hereinafter "CONTRACTOR"), a FARM POC, whose business address is as follows: ADDRESS.

Recitals

- A. Scope of Services. Contractor agrees to in a proper and satisfactory manner as determined by ORGANIZATION, and successfully comply with the following practice/s implementation:
- B. Time of Performance: The practice implementation should take place FROM to FROM.
- C. Compensation. The total incentive compensation is _____, considering _____ for practice _____. (add additional amount for each practice/s).
- D. Other terms and conditions. During the project period the CONTRACTOR agrees to receive support from the technical assistant, allow the collection of soil samples for research purposes, and to provide information about the land use history of the farm.

INSERT TABLE OF ESTIMATED SCOPE OF WORK BY QUARTER

Practice to implement	Funding YR1				Description
	YR 01	YR 02	YR 03	YR 04	

In witness whereof, ORGANIZATION and CONTRACTOR have executed this Agreement effective as of the date first above written.

Contractor

By Farm POC

Title and Name of the Farm

Date

Organization

Name

Title

Date