

# Department of Land and Natural Resources

Division of Forestry and Wildlife  
Watershed Partnerships Program  
1151 Punchbowl Street, Room 325  
Honolulu, HI 96813

Legal Ad Date: July 15, 2016

## **REQUEST FOR PROPOSALS (RFP) NO. WP17**

### **SEALED PROPOSALS for the IMPLEMENTATION OF WATERSHED PARTNERSHIP MANAGEMENT PLANS**

WILL BE RECEIVED UP TO 4:00 PM (HST) ON

**AUGUST 26, 2016**

BY THE

State Department of Land and Natural Resources  
Watershed Partnerships Program

PROPOSALS MUST BE SUBMITTED BY THE ABOVE DEADLINE  
VIA THE WEB PORTAL APPLICATION FORM

<https://webportalapp.com/appform/login/hawaiidlnwatershed>

TIMELY RECEIPT OF OFFERS SHALL BE EVIDENCED BY THE DATE AND TIME REGISTERED BY  
THE STATE OF HAWAII E-MAIL SYSTEM WHEN THE APPLICATION CONFIRMATION IS SENT.



Suzanne D. Case  
Procurement Officer  
Dept. of Land and Natural Resources

#### **RFP Registration and Inquiries**

If you intend to respond to this request for proposals, please email  
[Katie.C.Ersbak@hawaii.gov](mailto:Katie.C.Ersbak@hawaii.gov) to **register your organization otherwise you will not receive notification of any changes or addendums**. Provide a contact name, phone number, and email address. The deadline to submit written questions regarding this RFP is August 1, 2016.

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## 1. INTRODUCTION AND PURPOSE OF SOLICITATION

The Hawaii Department of Land and Natural Resources seeks to fund the implementation of projects undertaken by watershed partnerships in accordance with approved watershed management plans negotiated with private landowners. 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.

Approximately \$2.5 million dollars from the General Fund is available through this RFP. **A maximum of \$350,000 may be requested in any one proposal.**

## 2. CANCELLATION

The RFP may be cancelled 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:

Advertising of Request for Proposals	July 15, 2016
Deadline to Submit Written Questions	August 1, 2016
State's Response to Written Questions	August 10, 2016
Proposals Due and Opened	<b>August 26, 2016</b>
Proposal Evaluations Completed	September 14, 2016
Discussion with Priority Listed Offerors	September 16, 2016
Best and Final Offer	September 23, 2016
Estimated Notification of Award	September 30, 2016
Estimated Contract Start Date	January 1, 2017

## 4. BACKGROUND

Since 1991, the State of Hawaii has participated in the formation of Watershed Partnerships across the state. These partnerships are voluntary alliances of public and private landowners dedicated to the protection of Hawaii's forested watersheds for water recharge and other ecosystem services through collaborative management. As authorized by Act 84 (Session Laws of Hawaii 2015) the Department of Land and Natural Resources (DLNR) provides funds for the implementation of projects undertaken in accordance with watershed management plans negotiated with private landowners.

Contracts will be awarded based on evaluation criteria specified in section 8 of this RFP. Projects should focus in the upper elevation native forests that receive the most rainfall and are essential to sustaining the State's water resources, culture, and biological diversity. Protection of predominantly native areas is prioritized due to the threat of conversion to alien forests or grasslands if they are not managed. This generally results in the loss of their recharge function and an increase in runoff. Once this happens,

these forests and their watershed values are difficult or costly to restore. Proposals to restore non-native forests or grasslands into native forest will also be accepted, if the location is within fog zones where reforestation with natives would generally result in higher groundwater recharge.

## 5. SCOPE OF WORK

Proposed projects must fall into one or more of the following categories:

- **Fence Inspection:** Inspection of existing watershed protection fences.
- **Ungulate Control:** Control within fenced areas according to an ungulate control plan with a timeline approved by the landowner.
- **Weed Control:** Control of priority invasive weed species in core and buffer areas identified by management plans approved by the landowner. Prevention and control of incipient invasive species that have a high potential to spread into important watershed areas.
- **Planting:** Re-vegetation with native plants within fenced areas.
- **Monitoring:** Monitoring of watershed management activities (e.g.: biocontrol for habitat modifying weeds and monitoring/sampling for Rapid Ohia Death).
- **Documents:** Planning and/or creation of compliance or planning documents necessary to implement ungulate management, weed control, and/or fence construction.
- **Outreach** and education focused on watershed improvement, including internships and training.
- **Other** activities prioritized by watershed management plans including fire prevention and control (e.g.: cutting firebreaks, reducing non-native vegetation and fire prone grasses and shrubs that threaten priority watersheds).

## 6. TERM OF CONTRACT

Funding for this contract will be allocated from the State's FY2017 funds. The contract shall be for a period **beginning approximately January 1, 2017 and ending June 30, 2018.**

### 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

Submit proposals via the **Web Portal Application Form** by going to:

<https://webportalapp.com/appform/login/hawaiidlnwatershed>

## How to Submit a Proposal via the Web Portal Application:

- 1) Go to <https://webportalapp.com/appform/login/hawaiiidlnwatershed>
- 2) If you are new to this application process, please sign up by entering your email address and creating a password. You will then be taken to the application form. If you have already created an application, please log in to review/edit your application or fill in other requested information.
- 3) Fill out all sections of the Web Portal Application Form including:
  - A. Transmittal and Offer Letter
    - Proposal Title: Use WP17 followed by the name of the watershed and/or agency (for example: WP16 KMWP). If there is more than one entity submitting a proposal within the same watershed, please add a short description such as WP17 KMWP PCSU. Long titles are often cut off in accounting systems so please keep all titles short.
    - Must be electronically signed and dated by a person with authorization from the sponsoring organization to submit proposals.
    - If funding is awarded, a transmittal letter with original signature must be mailed to the address on the cover of this RFP within five (5) days of the notice of award (see **Attachment A**).
  - B. Scope of Work – Narrative
    - Briefly describe each proposed activity under the relevant scope of work item. Include information on approximate budget, description of proposed activities and justification of need, and list of deliverables.
    - If an activity is not applicable to your proposal, select “No”.
  - C. Scope of Work – Spreadsheet
    - Copy/paste the link into your browser to download the Excel spreadsheet
    - The spreadsheet includes tabs for each proposed activity (arranged by category). Reference the proposed activities identified in your Scope of Work - Narrative to complete the spreadsheet (see **Attachment B**).
    - This spreadsheet will serve as the format for reporting these activities and expenditures throughout the duration of the project.
    - Important: All unit and fence names on the spreadsheet must match those used for the GIS shapefiles. Do not change any margins or add any columns to the spreadsheet.
    - Upload the completed spreadsheet as an Excel file.
  - D. Maps/Shapefiles
    - Upload 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.

- Applicants should only submit shapefiles (polygons/polylines) for units that have changed or have not been reported on in the past. Shapefiles should be emailed to [Katie.C.Ersbak@hawaii.gov](mailto:Katie.C.Ersbak@hawaii.gov).

#### E. Letters of Support

- Upload PDF copies of letters (maximum one page) from any agency or landowner on whose land with work will be accomplished. For projects that are not land-based, provide letters from other supporting organizations. Please do not mail originals
- Proposals with a letter of support from a member of the Watershed Partnership executive committee (EC) will receive more points in the evaluation process.

#### F. WP17 Proposed Budget

- Copy/paste the link into your browser to download the Excel spreadsheet
- Provide a project summary budget including leverage amounts and positions funded through this proposal (see **Attachment C**).

### 8. EVALUATION CRITERIA AND CONTRACTOR SELECTION

Proposals will be ranked by an evaluation committee consisting of up to six 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 100.**

<b>Evaluation Criteria</b>	<b>Maximum Points</b>
Proposal addresses threats in important watershed areas	25
Number of acres in important watersheds affected OR degree to which the project protects or enhances drinking water supply (High= 25, Medium=15, Low=10 as compared to other similar proposals)	25
Evidence of support from Watershed Partnership EC and agency or landowner on whose land the work will be accomplished	10
Ability to achieve deliverables and complete projects on time, including the submission of reports	10
Percentage of funding obtained from other sources (Points = Percent divided by 10)	10
Adequate experience to accomplish objectives	10
Clearly written, inclusion of all required elements of the RFP	10

## 9. REPORT FORMAT AND DUE DATES

Award recipients must provide updates on proposed deliverables over the course of the project. Updates must be submitted through reports that include:

- 1) Quarterly Narrative Report (Word doc)
- 2) Final Narrative Report and Spreadsheet (Word doc and Excel file)

### **Purpose of Reports:**

Quarterly and final reports provide an update on the quarterly and final accomplishments of the proposed project deliverables. Reports help inform management and funding decisions and are used by DOFAW staff 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.

#### **1. 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.
- Include specifics about any assistance DOFAW can provide to help reach your objectives.

See **Attachment D** for a *Sample Quarterly Narrative Report Template*

### **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 January 1, 2017, the first report is due April 30, 2017.

- **April 30**
- **July 31**
- **October 31**
- **January 31**

#### **2. Final Narrative Report and Spreadsheet:**

The final report is inclusive of all project activities conducted during the entire project period and will consist of a final narrative AND final spreadsheet. It should include the following information:

- Narrative – 1 to 2 page summary of the project accomplishments with at least 2 photos or maps. Explain what was done to achieve each action/deliverable identified in the scope of work. Include a final expenditure report that follows the same format as the approved budget.
- Spreadsheet\* – fill in data for each quarter an action/deliverable was proposed.

The Final Narrative Report and Spreadsheet 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.

See **Attachment E** for a *Sample* Final Narrative Report Template.

\*A blank spreadsheet with project deliverables and proposed goals will be emailed to each grantee at the beginning of the project period. It is advised that the grantee enter data into the spreadsheet on a quarterly basis, but the spreadsheet is not due until the end of the project period. Note: "Documents" and "Outreach" are not included in the spreadsheet and should be reported in the quarterly and final narrative.

#### **Final Report Due Date:**

A comprehensive Final Report is due at the end of the project period (**July 31, 2017**) or with the final invoice.

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

Both Quarterly and Final Reports can be submitted via Dropbox and/or emailed to [Katie.C.Ersbak@hawaii.gov](mailto:Katie.C.Ersbak@hawaii.gov).

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

### **10. 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 received at least one month before the end of the project (June 1, 2018) and should 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 Hawaii Compliance Express.

Invoices should be sent to:

Katie Ersbak  
Watershed Partnerships Program  
Division of Forestry and Wildlife  
Department of Land and Natural Resources  
1151 Punchbowl Street, Room 325  
Honolulu, HI 96813

## **SPECIAL PROVISIONS**

**1. SCOPE.** All watershed partnership program 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/wp-content/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 Hawaii 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 Hawaii Information Consortium, LLC (HIC). This certificate will also indicate compliance with the Hawaii State Department of Labor and Industrial Relations (DLIR) regulations.

**Compliance with Section §103D-310(c)(1) and (2), HRS.** The Hawaii Compliance Express Certificate also shows compliance with the State of Hawaii 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 Hawaii 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 FY2015 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, Katie Ersbak, Planner, (808) 587-4189, 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 Hawaii.

**7. CONFIDENTIAL INFORMATION.** If a person believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld as confidential, then the Procurement Officer named on the cover of this 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 the Department of Land and Natural Resources, Division of Forestry and Wildlife 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 Katie Ersbak, Planner, Division of Forestry and Wildlife, [Katie.C.Ersbak@hawaii.gov](mailto:Katie.C.Ersbak@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 quotes 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://www.hawaii.gov/spo2/source/>. Any protest pursuant to §103D-701, HRS, and Section §3-126-3, HAR, shall be submitted in writing to the Procurement Officer, Department of Land and Natural Resources, 1151 Punchbowl St., Honolulu, HI 96813.

**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 Hawaii. Any action at law or equity to enforce or interpret the provisions of this contract shall be brought in a state court or competent jurisdiction in Honolulu, Hawaii.

In case the State shall, without any fault on its part, be made a part to any litigation commenced by or against the 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:

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

(2) Become familiar with State, local, and federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work.

**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 guaranty 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 Hawaii 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. **Original Proposal and Copies to be Submitted.** Offeror shall submit one (1) original proposal via the Web Portal Application Form <https://webportalapp.com/appform/login/hawaiidlnrwatershed>

f. Costs for developing the Proposal are solely the responsibility of the Offeror, whether or not any award results from this solicitation. The State of Hawaii will not reimburse such costs.

g. All proposals become the property of the State of Hawaii.

h. 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 Hawaii 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 cancelled 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 Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official starting date. If an option to extend is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract for the additional extension period. The Contractor or the State may terminate the extended contract at any time without cause upon six (6) weeks prior written notice.

**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 cancelled 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, catalogue 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.

**TRANSMITTAL and OFFER LETTER RFP WP17****Name of Organization:****Point of Contact:****Phone:****Email:**

Watershed Partnerships Program  
 Department of Land and Natural Resources, Division of Forestry and Wildlife  
 1151 Punchbowl Street, Room 325  
 Honolulu, Hawaii 96813

The undersigned has carefully read and understands the terms and conditions specified in RFP WP17, the Special Provisions attached hereto, and in the current Hawaii 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, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price submitted was independently arrived at without collusion.

**Proposal Title:** WP17**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**



## Scope of Work - Spreadsheet

Fence Work															
State FY/Quarter				FY 2017 Q3 (1/2017-3/2017)		FY 2017 Q4 (4/2017-6/2017)		FY 2018 Q1 (7/2017-9/2017)		FY 2018 Q2 (10/2017-12/2017)		FY 2018 Q3 (1/2018-3/2018)		FY 2018 Q4 (4/2018-6/2018)	
WP17															
Program Name	Fence Section (Name in shapefile)	Fence Length meters (from GIS)	Comments	Proposed Action	Proposed Meters for Action	Proposed Action	Proposed Meters for Action	Proposed Action	Proposed Meters for Action	Proposed Action	Proposed Meters for Action	Proposed Action	Proposed Meters for Action	Proposed Action	Proposed Meters for Action

Ungulate Control															
State FY/Quarter				FY 2017 Q3 (1/2017-3/2017)		FY 2017 Q4 (4/2017-6/2017)		FY 2018 Q1 (7/2017-9/2017)		FY 2018 Q2 (10/2017-12/2017)		FY 2018 Q3 (1/2018-3/2018)		FY 2018 Q4 (4/2018-6/2018)	
WP17															
Program Name	Ungulate Control Unit (Name in shapefile)	Unit Acres (from GIS)	Ungulate Threats separate by comma (G = Goat, P = Pig, S = Sheep, D = Deer, C = Cow)	Current Ungulate Population Status	Current # of existing traps in unit	Comments	Proposed Action	Proposed Quantity of Action	Proposed Action	Proposed Quantity of Action	Proposed Action	Proposed Quantity of Action	Proposed Action	Proposed Quantity of Action	Proposed Action

Weed Control															
State FY/Quarter				FY 2017 Q3 (1/2017-3/2017)		FY 2017 Q4 (4/2017-6/2017)		FY 2018 Q1 (7/2017-9/2017)		FY 2018 Q2 (10/2017-12/2017)		FY 2018 Q3 (1/2018-3/2018)		FY 2018 Q4 (4/2018-6/2018)	
WP17															
Program Name	Weed Control Unit (Name in shapefile)	Unit Acres (from GIS)	Species Targets (6 letter code separated by comma)	Comments	Proposed Action	Proposed Acres for Action	Proposed Action	Proposed Acres for Action	Proposed Action	Proposed Acres for Action	Proposed Action	Proposed Acres for Action	Proposed Action	Proposed Acres for Action	Proposed Action

Planting															
State FY/Quarter				FY 2017 Q3 (1/2017-3/2017)		FY 2017 Q4 (4/2017-6/2017)		FY 2018 Q1 (7/2017-9/2017)		FY 2018 Q2 (10/2017-12/2017)		FY 2018 Q3 (1/2018-3/2018)		FY 2018 Q4 (4/2018-6/2018)	
WP17															
Program Name	Planting Unit (Name in shapefile)	Unit Acres (from GIS)	Planting Species (6 letter code separated by comma)	Comments	Proposed Acres to plant	Proposed Number of plants	Proposed Acres to plant	Proposed Number of plants	Proposed Acres to plant	Proposed Number of plants	Proposed Acres to plant	Proposed Number of plants	Proposed Acres to plant	Proposed Number of plants	Proposed Acres to plant

Monitoring																
State FY/Quarter					FY 2017 Q3 (1/2017-3/2017)		FY 2017 Q4 (4/2017-6/2017)		FY 2018 Q1 (7/2017-9/2017)		FY 2018 Q2 (10/2017-12/2017)		FY 2018 Q3 (1/2018-3/2018)		FY 2018 Q4 (4/2018-6/2018)	
WP17					Proposed Action	Quantity of Action	Proposed Action	Quantity of Action	Proposed Action	Quantity of Action	Proposed Action	Quantity of Action	Proposed Action	Quantity of Action	Proposed Action	Quantity of Action
Program Name	Transect or Station Name (Name in shapefile)	Transect Length (from GIS)	Transect Type	Comments												

Documents													
State FY/Quarter			FY 2017 Q3	FY 2017 Q4	FY 2018 Q1	FY 2018 Q2	FY 2018 Q3	FY 2018 Q4					
WP17			(1/2017-3/2017)	(4/2017-6/2017)	(7/2017-9/2017)	(10/2017-12/2017)	(1/2018-3/2018)	(4/2018-6/2018)					
Program Name	Document Type	Description of Document	Proposed # hours to work on document	Proposed # hours to work on document	Proposed # hours to work on document	Proposed # hours to work on document	Proposed # hours to work on document	Proposed # hours to work on document					

Outreach															
State FY/Quarter				FY 2017 Q3 (1/2017-3/2017)		FY 2017 Q4 (4/2017-6/2017)		FY 2018 Q1 (7/2017-9/2017)		FY 2018 Q2 (10/2017-12/2017)		FY 2018 Q3 (1/2018-3/2018)		FY 2018 Q4 (4/2018-6/2018)	
WP17				Proposed # of Events	Estimate # of People Reached	Proposed # of Events	Estimate # of People Reached	Proposed # of Events	Estimate # of People Reached	Proposed # of Events	Estimate # of People Reached	Proposed # of Events	Estimate # of People Reached	Proposed # of Events	Estimate # of People Reached
Program Name	Audience Type	Description of Activity													

Other															
State FY/Quarter				FY 2017 Q3 (1/2017-3/2017)		FY 2017 Q4 (4/2017-6/2017)		FY 2018 Q1 (7/2017-9/2017)		FY 2018 Q2 (10/2017-12/2017)		FY 2018 Q3 (1/2018-3/2018)		FY 2018 Q4 (4/2018-6/2018)	
WP17				Proposed Action	Quantity of Action	Proposed Action	Quantity of Action	Proposed Action	Quantity of Action	Proposed Action	Quantity of Action	Proposed Action	Quantity of Action	Proposed Action	Quantity of Action
Program Name	Unit Name (Name in shapefile)	Unit Acres (from GIS)	Comments												

**WP17 - Proposed Budget****GRAND TOTAL****Subtotal for fence construction****Subtotal for fence maintenance****Subtotal for other actions**


**Please round amounts to the nearest dollar.**

<b>Budget Category</b>	<b>Proposal Budget</b>	<b>Leverage Amount</b>	<b>Leverage Source</b>
Salary and Wages	\$ -	\$ -	
Fringe Benefits	\$ -	\$ -	
Materials & Supplies	\$ -	\$ -	
Travel	\$ -	\$ -	
Training	\$ -	\$ -	
Utilities and Communication	\$ -	\$ -	
Print & Publication	\$ -	\$ -	
Contracts	\$ -	\$ -	
Rentals	\$ -	\$ -	
Other	\$ -	\$ -	
Subtotal Direct Cost	\$ -	\$ -	
Indirect Cost Rate (%)			
Indirect Cost	\$ -	\$ -	
Total	\$ -	\$ -	

If there are different indirect costs for different budget categories, please create different spreadsheets for each indirect cost rate.

Attachment C (continued)

Positions Funded

Program Name            Total Full Time Equivalents (FTE) funded by this proposal

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For positions under the Research Corporation of the University of Hawaii please fill in:

Position Title	Employee Name or "Vacant"	FTE paid by this project	Duty Station

[Name of Partnership/Grantee]  
WPPG FY17 Quarterly Narrative Report

Submitted on [Date]

**Grant Information**

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Report Period: Q3, January 1, 2017 - March 31, 2017

Award Amount: \$

Contract/PO#:

**Quarterly Report**

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1. Tasks completed during the quarter
  - a. Share any notable milestones or accomplishments
2. Tasks not completed during the quarter
  - a. Explain why certain deliverables were not fulfilled. Indicate where, what, why
3. Any revision to proposed deliverables or budget?
  - a. If a budget change is requested, please reference the Budget Change Request Guidelines
4. Upcoming projects that require special attention from the WPP Planner
  - a. i.e.: Prepping compliance docs for a new fence, etc.

[Name of Partnership/Grantee]  
WPPG FY17 Final Narrative Report

Submitted on [Date]

### **Grant Information**

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Report Period: January 1, 2017 – April 30, 2018

Award Amount: \$

Contract/PO#:

### **Final Report**

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#### Fence Work

*Proposed Goal: Insert text from BAFO (ex: inspect and maintain 1,000 meters of existing fence)*

Explain what you did to accomplish each goal. Were you able to accomplish your goals? What challenges did you encounter, etc.? The information you provide in the narrative should support the data in the final spreadsheet.

#### Ungulate Control, Weed Control, Monitoring, etc.

Include maps, graphs, tables, pictures, etc.

Include any additional information (updates on staffing, etc.)

#### Final Expenditure Report for WPPG FY17

Budget Category	Budgeted	Spent	Remaining Balance
Salaries			
Fringe			
Helicopter			
Supplies & Materials			
Rent			
Utilities/Communication			
<b>Totals</b>			