



DEPARTMENT OF LAND AND NATURAL RESOURCES

DIVISION OF FORESTRY AND WILDLIFE

PUBLIC NOTICE DATE: October 21, 2024

REQUEST FOR PROPOSALS (RFP) No. DOFAW-AXIS-4

SEALED PROPOSALS
SOUGHT FROM PRIVATE LANDOWNERS TO PARTICIPATE IN TARGETED
AXIS DEER CONTROL ON THE ISLANDS OF MAUI, MOLOKAI, AND LANAI.
PROGRAM ADMINISTERED BY THE DEPARTMENT OF LAND AND
NATURAL RESOURCES, DIVISION OF FORESTRY AND WILDLIFE MAUI,
HAWAII

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

ON NOVEMBER 25, 2024

IN THE STATE DEPARTMENT OF LAND AND NATURAL RESOURCES, KALANIMOKU
BUILDING, 1151 PUNCHBOWL STREET, ROOM 325, HONOLULU, HAWAII 96813. DIRECT
QUESTIONS RELATING TO THIS SOLICITATION TO LANCE DESILVA, TELEPHONE (808)
873-3980, FACSIMILE (808) 587-0160, OR E-MAIL AT Lance.K.DeSilva@hawaii.gov.

**PLEASE PUT THE RFP NUMBER (DOFAW-AXIS -4) ON THE OUTSIDE OF THE SEALED BID
ENVELOPE**

RFP Registration and Inquiries: If you intend to respond to this Request for Proposals,
please contact Lance DeSilva at the above phone number or address to register your
organization otherwise you will not receive notification of any changes or addendums.
Provide a contact name, address, phone number, and email address.

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SECTION 1. OVERVIEW

The Hawai'i Department of Land and Natural Resources, Division of Forestry and Wildlife seeks to fund a targeted Axis Deer Landowner Incentive Program on the islands of Maui, Molokai, and Lanai. Proposed actions include a financial incentive to any private landowner who participates in the program to remove deer within certain lands in Maui, Molokai and Lanai, Hawaii. The goal of this program is to incentivize landowners to increase the number of axis deer removed from their properties on these islands. TMK's that are currently enrolled in the Axis Deer Landowner Incentive Program (DOFAW-AXIS-1, 2, &3) will not be eligible for this new request for proposals. Participation in this program is entirely voluntary. Individuals who choose to participate will not be subject to any form of penalty or adverse consequences should they decide not to join or discontinue at any point.

Multiple awards will be made under this RFP.

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.

Final award is subject to the availability of funds and is also subject to budget restrictions and procedures implemented under the Fiscal Year 2025-2026 Executive Biennium Budget Instructions.

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, such as "Proposal Due" date 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	October 21, 2024
Deadline to Submit Written Questions	November 01, 2024
State's Response to Written Questions	November 06, 2024
Proposals Due and Opened	November 25, 2024
Proposal Evaluations Completed	December 05, 2024
Estimated Contract Award	December 15, 2024
Estimated Contract Start Date	December 20, 2024

SECTION TWO: SCOPE OF WORK AND SPECIFICATIONS

2.01 Scope of Work

The State of Hawai'i Department of Land and Natural Resources, Division of Forestry and Wildlife (DLNR-DOFAW) seeks to fund a targeted Axis Deer Landowner Incentive Program on the islands of Maui, Molokai, and Lanai. The Axis Deer Landowner Incentive Program may involve actions on several different parcels across the islands.

Proposed actions for the landowner incentive program includes financial incentives to participate and remove deer under the conditions prescribed in the scope of work and by the Division. \$50 compensation per animal tail, unless otherwise reduced by the Division pursuant to the detailed fee schedule. Compensation for deer in any given fiscal year is limited to the annual legislative appropriation for the program, and no further compensation will be paid once the funding allocation is exhausted. The State would like to contract with private landowners to undertake targeted deer removal. Participants shall comply with all applicable federal, state, and local laws regarding trapping and firearm use.

Compensation

Applicants who are awarded a contract will be eligible to receive from the Division's \$50 for each qualifying deer tail presented, unless otherwise reduced by the Division pursuant to the detailed fee schedule.

Request for payment shall be made only on the designated check-in dates and at the locations identified by the Division.

The claimant seeking compensation for the deer must:

- a) Possess a contract at the time the animal is killed and at the time it is presented to the Division for payment.
- b) Complete and submit a signed Division-approved compensation form in electronic or written format containing the following information:
 - i. The claimant's name and contract #
 - ii. Verification that the animal was killed on the claimant's property, the information provided is accurate, and all program terms and conditions have been complied with.
 - iii. Present the Division at a designated check-in event the fresh or preserved deer tail.
 - iv. Deer tails cannot be presented to the Division for payment more than 365 days from the date it was killed.

Appropriation of Funds

Should appropriated funding be reduced or eliminated, funds available for compensation in the Axis Deer Landowner Incentive Program may end without prior public notice. Once the annual funding allocation for the Axis Deer Landowner Incentive Program is expended for the general or targeted control program in a given year, no further payments will be made for that year, regardless of deer tails that may be held by a program participant.

Liability

Any person who participates in the Axis Deer Landowner Incentive Program under this opportunity assumes full and complete liability and responsibility for their acts and omissions while engaged in removing deer or redeeming them for compensation.

Parameters

1. \$50/deer reimbursement pursuant to the Division's detailed fee schedule (payment based on average cost to dispatch by ACETA).
2. Landowners or state, county, and private leasees will qualify to receive reimbursement payments. It will be at the discretion of the landowner or leasee if they want to pay an individual hunter that participated in the control effort.
3. Both sexes of deer will qualify for payment.
4. All axis deer harvest/control must abide by all applicable laws including, but not limited to Hawaii Administrative Rules Chapter 123, Rules Regulating Game Mammal Hunting. Control/harvest work must be conducted within normal hunting hours – ½ hour before sunrise to ½ hour after sunset.
5. Only landowners and/or state, county, and private leasees can qualify for the reimbursement program.
 - a) Landowner will need to provide proof of land ownership.
 - b) State, county, and private leasees will need to show signed lease agreement and permission of landowner.
 - c) 10% deer to acreage ratio to calculate "Calculate Take #"
 1. 1 deer per 10 acres
 - d) All awarded applicants will comply with all State of Hawaii procurement laws.
 - e) Any deer harvested under the terms of a Game Harvest Permit or Wildlife Control Permit does not qualify for payment.
 - f) All State and County non-leased lands do not qualify for this reimbursement program.
 - g) Annual program for reimbursement shall not exceed 12 months from the date of the first approved purchase order.
 - h) DOFAW to establish quarterly reimbursement collection dates for proof of control.
 - i. Landowners/leasees or authorized representatives will be required to submit deer tails to DOFAW as proof of control.
 - i) Reimbursement Rates and Calculations
 - i. 50 deer minimum 'take' request for all submittals
 - ii. **Calculated take #** is calculated by taking the number of total acreage being submitted in application and divided by 10 using an acreage ratio of 10%
 - Example: Landowner A request for proposal to conduct deer control on 30,000 acres. The calculated take is 3,000 deer.
 - iii. **Submittals totalling 1500 acres, or more is subject to the following:**
 - a) First 50% of the calculated take # = \$25/deer
 - b) Second 50% of calculated take # = \$50/deer
 - Landowner A = 30,000 acres, 3000 deer, First 1500 deer at \$25 per deer and second 1500 deer at \$50/deer.
 - iv. **Submittals totalling 1499 acres or less is subject to the following:**
 1. \$50/deer for all calculated take #'s
 2. 100 deer maximum per applicant for reimbursement. If funding permits, the State will have the option to increase the calculated take # at their discretion on a case by case basis.

Background

Axis deer are negatively impacting Maui Nui forested watersheds and urban / suburban areas. Watershed partnerships spend hundreds of thousands of dollars each year building fences to keep feral ungulates from trampling or browsing native plants. Left unchecked, axis deer will steadily decrease overall forest health. The public must understand the real and imminent threats posed by allowing the axis deer population to continue to grow unmanaged. Axis deer are increasingly found in urban areas / suburban areas; community-based solutions and support are necessary to achieve appropriate sustained population levels.

2.02 Deliverables

Removal of all requested take # within a 12-month period from the date of the first approved purchase order. If the State DLNR-DOFAW determines that an awarded applicant will not meet their contracted quota, the State DLNR-DOFAW will have the right to redirect funding to another applicant or resolicit for more applicants.

2.03 Contract Supervision

Lance De Silva, (808) 873-3980, will handle contract supervision for this project locally.

2.04 Time of Performance

Funding for this contract will be allocated from state funds. The reimbursement period shall be for a twelve (12) month period **beginning approximately December 27, 2024, and ending December 27, 2025**

Unless terminated, the contract may be extended for not more than one additional twelve (12) month period from the date of the first approved purchase order without the necessity of re-bidding, upon mutual agreement, in writing prior to expiration provided that the contract price for the extended period shall remain the same or lower than the original bid price.

2.05 Payment

Payment will be made upon delivery and verification of Axis Deer tails to the Division of Forestry and Wildlife-Maui.

SECTION THREE: PROPOSAL FORMAT, PREPARATION, CONTENT, AND SUBMISSION

3.01 Introduction

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

the Offeror has identified as necessary to successfully complete the obligations outlined in this RFP and to ultimately accomplish the goal of the program.

Proposals must provide all of the information requested in this RFP in the order specified:

1. Include signed Offer Form OF-1 to confirm that the Offeror shall comply with the requirements, provisions, terms, and conditions specified in this RFP.
OF-1 shall include the complete name and address of Offeror's firm and the name, mailing address, telephone number, fax number and email of the person the State should contact regarding the Offeror's proposal.
2. Proposal including an overall strategy, activities, deliverables, projected timeline, budget and qualifications (3.02).

3.02 Proposal

Applicants shall submit a proposal that describes in detail the applicant's ability and availability of services to meet the goals and objectives of this RFP as stated in **Section 2 SCOPE OF WORK AND SPECIFICATIONS**.

At minimum, the proposal shall include the following information:

- i. Full name
- ii. Mailing address
- iii. Phone number
- iv. E-mail address
- v. Tax map key(s) for parcels included in application.
- vi. Proof of legal ownership or lease agreement of identified parcel(s) included in the application.
- vii. # of total acres included in the application
- viii. Request of total take # (not to exceed the maximum calculated take # for lands identified in the application)
- ix. Describe the methods or approaches that the applicant will employ to meet the # of axis deer requested for removal in application.
- x. List any previous experience(s) with animal control work or management.

3.03 Qualifications

- Proof of ownership and/or lease agreement
- Total take # requested in application is greater than 50 deer and less than or equal to the total calculated take # for said parcel(s).

3.05 Submittal

One (1) original proposal needs to be submitted. Proposals should be typed, on one-side of paper, using 12-point font.

Sealed proposals must be received by the date and time listed on the cover page of this RFP at the Division of Forestry and Wildlife, 1151 Punchbowl St, Room 325. Honolulu, HI 96813, as evidenced by the DOFAW time stamp clock.

The envelope shall state somewhere on the outside the following: "DOFAW-AXIS-4 enclosed."

Please be aware that proposals sent by the US Postal Service are not delivered directly to room 325 and this may cause a delay in receipt by DOFAW with your proposal reaching the office after the deadline causing automatic proposal rejection. Anything received after the date and time listed on the cover page of this RFP will not be considered and will be returned to the applicant unopened. There are no exceptions. All materials submitted from all applicants by the due date become the property of DOFAW and will not be returned.

An applicant may withdraw his/her proposal by submitting a written request to DOFAW any time prior to the date and time listed on the cover page of this RFP. DOFAW reserves the right to accept or reject any or all proposals.

SECTION FOUR: EVALUATION CRITERIA

Evaluation Criteria

All complete proposals submitted before the deadline will be considered. All proposals will be selected on a competitive basis, based on the evaluation criteria identified, and reviewed by an evaluation committee familiar with ungulate management.

The evaluation process is designed to award contracts to applicants that meet the goals of this landowner incentive program. Evaluation criteria reflect both the purpose and priorities for the accomplishment of the project: Axis Deer Landowner Incentive Program DOFAW-AXIS-1,2, & 3.

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS CONTRACT IS 100

1. Technical capability and approach for meeting performance requirements (50 points)

The evaluation committee will review the description of the methods and approach the Offeror intends to use for the Axis Deer Landowner Incentive Program and evaluate whether the proposal:

- Meets quality standards in terms of content (i.e., will the approach effectively control wild population of axis deer on property)
- meets quality standards in terms of ownership of land and or permissions to conduct control work.
- Will be completed safely, timely and following state and local laws (i.e., the likelihood that the Offeror's schedule meets DLNR's schedule and completes the wildlife control efforts within twelve (12) months).

2. Managerial capability: Previous experience, knowledge and expertise (35 points)

Has the applicant been approved for a wildlife control permit and/or game harvest permit in previous years or currently?

Does the applicant currently allow any form of hunting (clubs, organizations, public/private hunting, etc..) on parcels identified in the application?

Does the applicant have experience or knowledge of animal removal work and management?

3. Total % of calculated take # (15 points)

Applicant will receive a score based on the following:

100%-75% of the maximum calculated take # = 15 pts

74%-50% of the maximum calculated take # = 8 pts

49%-10% of the maximum calculated take # = 1 pt

Ex: If applicant has 30,000 acres included in the application, his/her maximum calculated take # is 3,000. If 3,000 deer is the maximum take # allowed under this program and the landowner only applies for the removal quota of 1,000 deer, then the % is 33%. That percentage will earn the applicant a score of 1 pt.

SECTION FIVE: SPECIAL PROVISIONS

Terms and Acronyms Used Herein

Procurement Officer	=	The contracting officer for the State of Hawai'i Department of Land and Natural Resources.
State	=	All agencies, including schools, participating in this agreement.
DLNR	=	Department of Land and Natural Resources of the State of Hawai'i, located at 1151 Punchbowl Street, Honolulu, Hawai'i 96813.
DOFAW	=	The Division of Forestry and Wildlife, within the Department of Land and Natural Resources of the State of Hawai'i , located at 1151 Punchbowl Street, Room 325, Honolulu, Hawai'i 96813.
SPO	=	State Procurement Office of the State of Hawai'i, located at 1151 Punchbowl Street, Room, 416, Honolulu, Hawai'i 96813: P. O. Box 119, Honolulu, Hawai'i 96810-0119.
Bidder or Offeror	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a proposal for the good, service, or construction contemplated.
GET	=	General Excise Tax
GIS	=	Geographic Information System
HRS	=	Hawai'i Revised Statutes
HAR	=	Hawai'i Administrative Rules
IFB	=	Invitation for Bids
LF	=	Linear Foot
RFP	=	Request for Proposals

5.01 Scope

The implementation of an Axis Deer Landowner Incentive Program—including deer tail checkstation submission shall be in accordance with these Special Provisions, the attached Specifications, and the General Terms and Conditions developed by the Attorney General's office, included by reference and available from DOFAW, 1151 Punchbowl St., Rm. 325, Honolulu, HI 96813 or

[https://hawaiiomt.sharepoint.com/sites/forms/Internal%20Forms/Attorney%20General%20\(ATG\)/AG-008%20103D.pdf](https://hawaiiomt.sharepoint.com/sites/forms/Internal%20Forms/Attorney%20General%20(ATG)/AG-008%20103D.pdf)

5.02 Certificate of Independent Cost Determination

By submission of a proposal in response to this RFP, Offeror certifies as follows:

- A. The costs in this RFP have been arrived at independently, without consultation, communication, or agreement with any other Offeror, as to any matter relating to such costs for the purpose of restricting competition.
- B. Unless otherwise required by law, the cost which have been quoted in this RFP have not been knowingly disclosed by the Offeror prior to award, directly or indirectly, to any other Offeror or competitor prior to the award of the contract.

- C. No other attempt has been made or shall be made by the Offeror to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

5.03 Responsibility of Offerors

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §103D-310(c), HRS:

1. Chapter 237, tax clearance.

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

5.04 Offeror Qualifications

Offeror shall meet all of the qualifications required by this RFP. Failure to meet the qualifications as specified in Section 2, Minimum Qualifications, will likely have an adverse affect on Offeror's proposal evaluation.

5.05 Term of Contract

Successful Offeror shall be required to enter into a formal written contract or purchase order to commence work on this project.

The initial term of the contract / purchase order shall be for a twelve (12) month period starting on the official commencement date of the issuance of a Contract or Purchase Order.

5.06 Contract Administrator

For the purpose of this contract, Jason Omick, of the Division of Forestry and Wildlife is the designated Contract Administrator. Mr. De Silva can be reached by telephone at 808/873-3980, or email at Lance.K.Desilva@hawaii.gov.

5.07 DOFAW Project Representative

For purpose of this contract, Lance DeSilva, of the Division of Forestry and Wildlife, is the designated Project Representative. Mr. De Silva can be reached by telephone at 808/873-3980, or email at Lance.K.Desilva@hawaii.gov.

5.08 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 in Section Four. The proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable.
- e. Proposals will be accepted on evaluation without discussion.
- f. The contents of any proposal shall not be disclosed during the review, evaluation, discussion, or negotiation process. Once the 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.
- g. 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.
- h. 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.

5.09 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).

5.10 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 DLNR-DOFAW prior to the deadline for written questions as stated in the RFP Schedule and Significant Dates, Section 1.** 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.

5.11 Questions Prior to Opening of Proposals

All questions must be submitted in writing on or before the date listed in Section One: RFP Schedule and Significant Dates. Inquiries received after this date will be answered at the discretion of the State. Questions should be directed to the Project Representative, Lance De Silva, either via U.S. Postal Service or e-mail to: Lance.K.DeSilva@hawaii.gov. The State will respond to written questions by the date indicated in Section One, RFP Schedule and Significant Dates, or as amended.

Changes or additions to this RFP will be made by way of Addendum. Addendum shall be issued at least three (3) working days prior to proposal opening date.

5.12 Cancellation of RPF 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.

5.13 Offer Acceptance Period

The State's acceptance of offer, if any, will be made within sixty (60) calendar days after the opening of proposals. Prices or commissions quotes by the Offeror shall remain firm for a sixty (60) day period.

5.14 Proposal as Part of the Contract

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

5.15 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 DLNR-DOFAW and Contractor personnel authorized to sign contracts on behalf of the Contractor.

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

5.16 Protest

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

The notice of award, if any, resulting from this solicitation shall be posted on the Procurement Reporting System, which is available on the SPO website: <http://www.hawaii.gov/spo2/source>.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Procurement Officer, DLNR - Division of Forestry and Wildlife, 1151 Punchbowl St, Room 325. Honolulu, HI 96813.

5.17 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 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.

5.18 Submission of Proposal

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

Before submitting a proposal, each Offeror must:

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

5.19 Proposal Preparation

- a. **OFFER FORM, page OF-1.** See Appendices. 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 Offer Form page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the first page of the Offer Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the 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 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. **Original Proposal and Copies to be Submitted.** Offeror shall submit one (1) original proposal marked "ORIGINAL". DO NOT SUBMIT MORE THAN ONE ORIGINAL.

In addition, but not required, submit one (1) electronic copy of proposal on a CD or flash drive in pdf format.

Proposals should be typed, on one-side of paper, using 12-point font. Offeror is cautioned that illegible offers of any item(s) may be automatically rejected to avoid any errors in interpretation by the reviewers during the evaluation process.

- 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 Hawai'i will not reimburse such costs.
- g. All proposals become the property of the State of Hawai'i.
- 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.

5.20 Submission of Proposal

Sealed proposals must be received no later than the date and time stated on the cover page, DOFAW-AXIS-4 enclosed.”

Offers shall be received at the Division of Forestry and Wildlife, 1151 Punchbowl St, Room 325. Honolulu, HI 96813. Timely receipt of offers shall be evidenced by the date and time registered by the DOFAW time stamp clock. Offers received after the deadline shall be returned unopened.

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

5.21 Pricing

All pricing is set as explained in scope of work based on land size

The pricing shall be the all-inclusive cost, including the GET, to the State and no other costs will be honored.

5.22 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.

5.23 No Multiple or Alternate Offers

Multiple or alternate offers from the same Offeror will not be accepted. An Offeror may submit only one offer in response to a solicitation. If an Offeror submits more than one offer in response to a solicitation, than all such offers shall be rejected. Similarly, an Offeror may submit only one offer for each line item (if any) of a solicitation. If an Offeror submits more than one offer per line item, then all offers for that line shall be rejected.

5.24 Proposal Opening

Proposals will be opened at the date, time, and place specified in Section One, 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.

5.25 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 Four 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.

Disqualification of Proposals

DOFAW reserves the right to consider as acceptable only those proposals submitted in accordance with the requirements set forth or referenced in this RFP and which demonstrate an understanding of the issues involved and scope of services requested. Any proposals not meeting the guidelines and information requirements outlined or offering terms and conditions contrary to those included in this RFP may be rejected without further consideration. Additional grounds for disqualification include:

- Offeror's being in arrears on existing contracts with the State or having defaulted on previous contracts.
- Delivery of the proposal after the time specified on the cover page of this RFP.
- Proposal does not comply with the applicable laws or contains provisions contrary to the applicable law.
- Proposal is conditional, incomplete, or irregular in such a way as to make the proposal incomplete, indefinite, or ambiguous to its meaning.
- Handwritten proposals

5.26 Discussion with Priority Listed Offerors

Priority listed Offerors shall have a discussion with the evaluation committee to discuss their proposal to ensure thorough, mutual understanding. The State in its sole discretion shall schedule the time and location for these discussions, normally within the timeframe indicated in Section One.

5.27 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.

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.

5.28 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.

5.29 Contract Execution

Successful Offeror receiving award shall enter into a formal written contract or be issued a Purchase Order. 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 or an issuance or a new purchase order 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.

5.30 Payment

Incremental payments shall be made to the awarded Contractor upon receipt of deliverables according to the payment schedule provided in the scope of work.

HRS Section 103-10 provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further, the State will reject any offer submitted with a condition requiring interest payments greater than that allowed by HRS §103-10, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

Invoicing

Contractor shall submit original and three copies of invoices to the following address:

Department of Land and Natural Resources
Division of Forestry and Wildlife, Maui
685 Haleakala Highway
Kahului, HI 96732
808-873-3980
Attention: Lance DeSilva

Invoices shall reference the contract number assigned to this contract.

5.31 Federal Funds as Received (Partial)

It is understood and agreed by all Offerors that as to the portion of the obligation under the contract resulting from this RFP payable out of federal funds, the contract shall be construed to be an agreement to pay the portion to the contractor only out of federal funds to be received from the federal government when the federal funds are so received and shall not be construed as a general agreement to pay the portion at all events out of any funds other than those which are received from the federal government.

5.32 Award

Method of Award. Award, if any, shall be made to the Offeror with the best combination of attributes based upon the evaluation criteria.

A Notice of Award will be posted on the State Procurement Office website within sixty (60) days of the RFP close date unless a purchase order is issued for the contract work.

Final Payment Requirements. Contractor is required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old, must accompany the invoice for final payment on the contract.

Hawai'i Compliance Express. Alternately, instead of separately applying for these certificates at the various State agencies, vendors may choose to use the Hawai'i Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of § 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). Vendors choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the sections previous to this one.

5.33 Subcontracting

No work or services shall be subcontracted or assigned without the prior written approval of the State. No subcontract shall under any circumstances relieve the Contractor of his/her obligations and liability under this contract with the State. All persons engaged in performing the work covered by the contract shall be considered employees of the Contractor.

5.34 Contract Invalidation

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

5.35 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.

5.36 Conflicts of Interest

The Contractor represents that neither the Contractor, nor any employee or agent of the Contractor, presently has any interest, and promises that no such interest, direct or indirect,

shall be acquired, that would or might conflict in any manner or degree with the Contractor's performance of this contract.

5.37 Waiver

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

5.38 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.

5.39 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 Section 11-205.5, which states that campaign contributions are prohibited from a State and county government contractor during the term of the contract if the contractor is paid with funds appropriated by a legislative body.

5.40 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 unpriced 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.

Correctional Industries. Goods and services available through Hawai'i Correctional Industries (HCI) programs may be the same or similar to those awarded by competitive sealed bids or proposals. Agencies participating in DLNR-DOFAW requirements (price list) contracts may also procure directly from CI and shall not be considered in violation of the terms and conditions of any DLNR-DOFAW contract.

Year 2000 Compliance. All appropriate hardware, software, and systems utilized for the work specified herein shall be year 2000 compliant.

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.

Preparation of Offer. An Offeror may submit only one offer in response to a solicitation. If an Offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an Offeror may submit only one offer for each line item (if any) of a solicitation. If an Offeror submits more than one offer per line item, then all offers for that line item shall be rejected.

Preference for Hawai'i Products. A purchasing agency shall review all specifications in a bid or proposal for purchase from the Hawai'i products (HP) list where these products are available; provided that the products: Meet the minimum specifications and the selling price f.o.b. jobsite; unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price in Hawai'i f.o.b. jobsite; and unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price of a similar non-HP by more than: three

per cent where class I HP are involved; five per cent where class II HP are involved; or ten per cent where class III HP are involved.

All persons submitting bids or proposals to claim HP preference shall designate in their bids which individual product and its price is to be supplied as a HP.

Where a bid or proposal contains both Hawai'i and non-HP, then for the purpose of selecting the lowest bid or purchase price only, the price bid or offered for a HP item shall be decreased by subtracting there from: three per cent, five per cent, or ten per cent for the class I, class II, or class III HP items bid or offered, respectively. The lowest total bid or proposal, taking the preference into consideration, shall be awarded the contract unless the bid or offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the bid or price offered, exclusive of the preferences.

SECTION SIX: APPENDICES (FORMS)

Offer Form (OF-1)

AXIS DEER LANDOWNER INCENTIVE PROGRAM FOR THE DEPARTMENT OF LAND AND
NATURAL RESOURCES, DIVISION OF FORESTRY AND WILDLIFE, MAUI MOLOKAI, AND
LANAI
DOFAW-AXIS-4

Procurement Officer
Department of Land and Natural Resources, Division of Forestry and Wildlife
State of Hawai'i
1151 Punchbowl Street, Room 325
Honolulu, Hawai'i 96813

Dear Procurement Officer:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and the AG General Conditions, Form AG-008, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawai'i Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

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

Hawai'i General Excise Tax License I.D. No.: _____

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

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

Respectfully submitted:

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

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

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

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

TOTAL ACREAGE APPLYING FOR:

TMK: _____
TMK: _____
TMK: _____
TMK: _____
TMK: _____
TMK: _____
TMK: _____
TMK: _____

ACREAGE: _____
ACREAGE: _____
ACREAGE: _____
ACREAGE: _____
ACREAGE: _____
ACREAGE: _____
ACREAGE: _____
ACREAGE: _____

ACREAGE TOTAL: _____

NUMBER OF AXIS DEER TAKE APPLYING FOR: _____

Subcontractors: If the offeror is using subcontractors for this project, Offeror shall provide the following information for each subcontractor.

1. Name
2. Address
3. Contact Name
4. Contact Phone Number