

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

January 9, 2015

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

Land Board Members:

**SUBJECT: REQUEST APPROVAL FOR SELECTION OF COMPETITIVE SEALED PROPOSAL PROCESS AND AUTHORIZE THE CHAIRPERSON TO AWARD AND EXECUTE A CONTRACT FOR THE REMOVAL OF FERAL CATTLE FROM HONUULA FOREST RESERVE, NORTH KONA DISTRICT, HAWAII COUNTY**

This Board Submittal requests approval to issue a Request for Proposals (RFP) under the competitive seal proposal process, and authorize the Chairperson to award and execute a contract for the removal of feral cattle from the Honua'ula Forest Reserve, North Kona District, Hawaii County.

**BACKGROUND**

The Honua'ula Forest Reserve is located in the North Kona District of Hawai'i Island between 1,500 feet and 4,600 feet elevation on tax map key (TMK) numbers 7-4-001:002, 007 and 7-5-013:022. This Forest Reserve consists of a wide variety of habitats and vegetation types, from steep to gentle slopes and impenetrable strawberry guava thickets to open native forest. A portion of the Forest Reserve was formerly leased by the State for cattle grazing, which has resulted in a number of feral cattle now present on these lands.

**DISCUSSION**

Based on the requirements and special conditions of this procurement, DOFAW recommends that a competitive sealed proposal process be used for source selection. A competitive sealed proposal process for this solicitation will be the most advantageous procurement process for the solicitation and will be determined by the following:

- 1) The primary consideration for the determination of the award for this Request For Proposals is not price.
- 2) The contract(s) will be other than a fixed-type price.
- 3) Oral or written discussion may need to be conducted with the Applicants concerning technical and price aspects of their proposals.

- 4) Applicants may need to visit the site and be afforded the opportunity to revise their proposals, including price.
- 5) Awards may need to be based upon a comparative evaluation as stated in the request for proposal of differing price, quality, services and other contractual factors in order to determine the most advantageous offering to the State.

Pursuant to HAR 3-122-43, a determination by the Department procurement officer must be made for the use of the competitive sealed proposal process over the competitive sealed bidding process when the competitive sealed bidding process is neither practicable nor advantageous to the State. Additionally pursuant to HAR § 3-122-45, a determination must be made by the procurement officer that an evaluation committee, selected in writing by the procurement officer, shall evaluate the competitive sealed proposals. The Division recommends the use of an evaluation committee for the selection of the proposals as an evaluation committee will allow for a subjective choice to the most appropriate proposal for the project area. Further the evaluation committee must consist of at least three government employees with sufficient qualification in the area of the goods or services to be procured; DOFAW recommends the following individuals:

Jay Hatayama, DOFAW (Hawaii Island Protection Forester)  
Steve Bergfeld, DOFAW (Hawaii Island Branch Manager)  
Don Yokoyama, DOFAW (Hawaii Island Service Forester)  
Mike Robinson, DHHL (Hawaii Island Forest Assets Manager)

In order to expedite a contract for this procurement, DOFAW requests that the Board authorize the Chairperson to award and execute the contract for goods and services based on the recommendations of the evaluation committee, approval as to form by the Department of the Attorney General, and other terms and conditions as may be prescribed by the Chairperson to best serve the interest of the State. Additionally, should any of the committee members above be unable to participate, DOFAW requests that the Board authorize the Chairperson to appoint alternates or recommend that the committee be reduced by one member should the need arise.

RECOMMENDATION:

That the Board, as the Department Procurement Officer, approves:

- 1) The use of a competitive sealed proposal for a solicitation for the removal of cattle from the Honua'ula Forest Reserve.
- 2) The use of an evaluation committee comprised of the individuals identified above to serve, evaluate and select the competitive sealed proposals.
- 3) The authorization of the Chairperson to award and execute a contract for goods and services, subject to the availability of funds and approval as to form by the Department of the Attorney General.
- 4) The authorization of the Chairperson to appoint evaluation committee alternates or recommend that the committee be reduced by one member should the need arise.

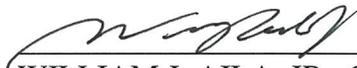
Respectfully submitted,

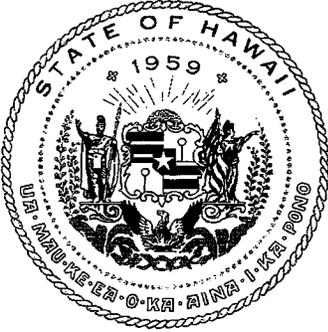
*Shir S. Mann for J.H.*

LISA J. HADWAY,  
Administrator

Attachments

APPROVED FOR SUBMITTAL:

  
\_\_\_\_\_  
WILLIAM J. AILA, JR., Chairperson  
Board of Land and Natural Resources



**DEPARTMENT OF LAND AND  
NATURAL RESOURCES  
DIVISION OF FORESTRY AND WILDLIFE**

LEGAL AD DATE: \_\_\_\_\_

**REQUEST FOR PROPOSALS  
No. HONFRT3**

**SEALED PROPOSALS  
TO REMOVE FERAL CATTLE FROM HONUULA FOREST  
RESERVE, HAWAII  
FOR DEPARTMENT OF LAND AND NATURAL RESOURCES  
DIVISION OF FORESTRY AND WILDLIFE**

WILL BE RECEIVED UP TO 4:00 P.M. (HST) ON

March 5, 2015

IN THE STATE DEPARTMENT OF LAND AND NATURAL RESOURCES, DIVISION OF FORESTRY & WILDLIFE HILO OFFICE, 19 EAST KAWILI STREET, HILO, HI 96720. DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO JAY HATAYAMA, TELEPHONE 808-974-4221, OR E-MAIL [Jay.M.Hatayama@hawaii.gov](mailto:Jay.M.Hatayama@hawaii.gov).

\_\_\_\_\_  
WILLIAM J. AILA, JR.  
Procurement Officer, Department of Land  
and Natural Resources

**PLEASE PUT "RFP NO. HONFRT3" ON THE OUTSIDE OF THE SEALED BID ENVELOPE**

**RFP Registration and Inquires**

If you intend to respond to this request for proposals, please contact Jay Hatayama 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 e-mail address.

**REMOVE CATTLE FROM HONUULA FOREST RESERVE, TRACT 3, HAWAII ISLAND**

**REQUEST FOR PROPOSALS**

**PROPOSALS DUE ON OR BEFORE: 4:00 PM, March 5, 2015**

**NOTICE TO INTERESTED PARTIES:**

If you intend to respond to this request for proposal, please contact the RFP administrator by email, mail, or facsimile to register your organization/entity (provide contact person, organization name, contact information). If you are not registered and an amendment to this solicitation is made, you will not receive notification of the change, thereby putting your proposal at risk for rejection and not considered for award. Your registration does not commit you to submit a proposal, but rather provides a process in which to notify you of any changes to the request for proposal during the open application stage.

This request for proposal (RFP) is issued pursuant to the provisions of HRS Chapter 171 and their implementing regulations. All prospective Offerors are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any prospective Offeror shall constitute admission of such knowledge on the part of the prospective Offeror. Additionally, when applicable, contracts resulting from this RFP will be subject to the State's General Conditions (AG-008) and applicable standard contract forms such as the Contract for Goods or Services Based Upon Competitive Sealed Proposals (although these forms are not attached, they are included by reference and made a part hereof. The Division of Forestry and Wildlife (DOFAW) reserves the right to cancel this request for proposal 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. The State shall not be liable for any costs, expenses, loss of profits or damages whatsoever incurred by a proposal applicant in the event this RFP is cancelled or a proposal is rejected. Any costs incurred by the Offeror in preparing or submitting a proposal is the Offeror's sole responsibility. Contract period will be for two (2) years, commencing at the time the Notice to Proceed is issued. Contract may be extended one (1) year if agreed upon by both parties.

Section 1: Overview and Significant Dates..... 1-1

Section 2: Scope of Work and Specifications..... 2-1

Section 3: Proposal Format, Presentation and Submission..... 3-1

Section 4: Evaluation Criteria..... 4-1

Section 5: Special Provisions..... 5-1

Section 6: Appendices..... 6-1

- Offer Form OF-1
- Wage Certificate
- Certificate of Compliance for Final Payment

## SECTION ONE: OVERVIEW AND SIGNIFICANT DATES

### Overview of Services Requested

The Division of Forestry and Wildlife (DOFAW) of the Department of Land and Natural Resources (DLNR) is soliciting proposals for 100% removal of all feral cattle on approximately 3,055 acres located in Honuaula Forest Reserve Tract 3 (TMK: 7-4-001-002), Waiaha Springs Restricted Watershed (TMK 7-4-001-007) and Hienaloli parcel (TMK 7-5-013-022) on the island of Hawaii. Selection will be based on the Comparative Evaluation Criteria listed in Section 6.

### Significant Dates

The schedule set out herein represents the State's best estimate of the schedule that will be followed. All times indicated are Hawaii Standard Time (HST). If a component of the 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	January 5, 2015
<b><u>REQUIRED Pre-Proposal Site Inspection</u></b>	January 22, 2015, 9 am
Deadline to Submit Written Questions	February 5, 2015, 4 pm
State's Response to Written Questions	February 19, 2015
Proposals Due and Opened	March 5, 2015, 4 pm
Proposal Evaluations	March 6-11, 2015
Discussion with Priority-Listed Offerors (if necessary)	March 12-16, 2015
Interview with Final 3 candidates	March 18-20, 2015
Best and Final Offer (if necessary)	March 25, 2015
Estimated Contract Award (Notice of Award)	March 31, 2015
Estimated Contract Start Date (Notice to Proceed)	May 15, 2015

## SECTION TWO: SCOPE OF WORK AND SPECIFICATIONS

### Summary of Work

The objectives of the cattle removal project are to:

- Remove all cattle from the designated project area within two (2) years;
- Generate income for DLNR/DOFAW;
- Encourage the maximum utilization of meat from removed cattle.

A Special Use Permit to accomplish the above objectives will be issued to the selected proposal. The incorporation of all listed objectives into the proposal will improve the evaluation score of the proposal.

### Project Location and Description

The cattle removal project site is located in the Honuaula Forest Reserve on the west side of Hawaii Island. Elevations range from 1,500 feet to 4,600 feet and the total project area is approximately 3,055 acres. The Tax Map Key numbers for this area are: 7-4-001-002, 7-4-001-007 and 7-5-013-022. Figures 1 and 2 indicate the project location. **DOFAW does not have access to the project area; the selected permittee MuST acquire legal access from an adjacent land owner to access this Honuaula Forest Reserve project target area.**

The project area consists of a wide variety of habitats and vegetation, from steep to gentle slopes; from thick, impenetrable waiwi (Strawberry Guava) to open native forest that was formerly leased by the state for cattle ranching. Feral cattle have been present on state land for decades with minimal management of their numbers or their behavioral disposition. In the past, efforts have been made to remove cattle from the forest reserve by the adjoining ranch. Population estimates have not been completed but is estimated to be 100-200 feral cattle in the target area. These feral cattle represent a continued impact on restoration efforts by preventing natural and artificial regeneration, damaging existing vegetation, contributing to soil erosion, and spreading noxious weeds.

All animals are expected to be captured live regardless of age, sex, or condition, with the exception of animals that are sick, diseased, or too dangerous to handle safely. These cattle will be disposed of on-site in a humane and sanitary manner by the permittee. Care will be employed to ensure that no corralled cattle escape from the permittee's traps. Escaped cattle will learn to avoid traps and teach other cattle to avoid them, making subsequent capture more difficult. Ownership of cattle will be determined via brands or other distinguishing ownership marks. All cattle on the property without ownership marks are considered feral and belonging to DLNR – DOFAW.

Four types of DLNR – DOFAW feral cattle are expected to be encountered during this project.

1. **Marketable animals:** animals over one thousand (1,000) pounds or weaned calves up to four hundred (400) pounds.

2. Potentially marketable animals: animals such as cows with calves, cows less than one thousand (1,000) pounds without calves, and bulls less than one thousand (1,000) pounds.
3. Sick and/or diseased animals: sick and/or diseased and will not be removed from the project area. These cattle will be disposed of on-site in a humane and sanitary manner.
4. Dangerous animals: too dangerous to handle safely. These cattle will also be disposed of on-site in a humane and sanitary manner.

The successful permittee will determine which animals fit each description listed above.

Captured DLNR – DOFAW feral cattle that are marketable or potentially marketable will be purchased by the successful cattle removal permittee, removed from the site within three (3) days of DLNR – DOFAW verification, and the appropriate fee paid via monthly invoices from DLNR – DOFAW.

Cattle identified as belonging to someone else via distinguishing brands or marks will be separated from DLNR – DOFAW feral cattle. The successful permittee will be responsible for contacting DLNR – DOFAW and the owner within 24 hours so arrangements can be made for the pickup of these “escaped ranch cattle.” Situations will be addressed on a case-by-case basis after discussion with DOFAW. No cattle with brands have been seen in the forest reserve to date by DOFAW staff.

The permittee will be expected to hold any captured cattle, regardless of ownership, for not more than seven (7) days until removal can occur. Feed and water will be the permittee’s responsibility.

### **Scope of Work**

Prospective permittees shall submit a Proposal based on the information contained within this RFP and their own personal knowledge, skill and experience. Each Proposal will include a brief “project management plan” which must address the following seven topics. Proposals that do not include this brief project management plan will not be considered:

1. The “per animal price” offered to DLNR – DOFAW for feral cattle (marketable and potentially marketable animals). Only one “per animal” price may be offered. This is the price to be paid to DLNR – DOFAW for every captured DLNR – DOFAW animal that is verified prior to removal.
2. A brief description of how the permittee expects to remove cattle from the forest reserve, e.g. trapping, roping, etc.
3. The location of fences and/or other infrastructure needed to complete the project including all fencing, traps and infrastructure improvements will be paid for by the permittee.
4. A description of equipment, tools, and technology expected to be used during the removal process.
5. A listing of key personnel expected to be associated with the project and the role they will play.

6. A brief statement about how this project will impact Hawaii Island and the State's cattle industry, both positively and negatively, and how the proposal will mitigate any negative impacts.
7. A description of each person's knowledge, skills and experience that is relevant to implementing this project successfully.
8. Notarized documentation of legal access/easement to Honuaula Forest Reserve Tract 3 for the duration of the project from an adjacent landowner and contact information for the adjacent landowner. At this time, DOFAW has no access to the project area to facilitate cattle removal. Gaining access to the project area will be the responsibility of the permittee.

All activities must be conducted according to a project management plan prepared by the selected permittee and approved by DLNR – DOFAW. Activities of the selected permittee shall consist of the following:

1. Prepare a project management plan and submit it to DLNR – DOFAW for approval prior to any capturing (within one [1] month of the Notice to Proceed).
2. Repair or create infrastructure (e.g. fences, gates, traps, corrals, loading docks) as necessary and when needed for capturing and removing cattle.
3. Capture and/or dispose of all cattle in a safe, humane, methodical, and timely manner.
4. Document via video/picture all animals encountered, captured and/or disposed of; to be shared with DLNR – DOFAW upon request.
5. Following documentation, notify DOFAW, so verification of captured animals and their ownership can occur prior to removal from holding pens, as per HRS Chapter 183-20.
6. Submit monthly reports to DLNR – DOFAW listing the total number of animals captured or otherwise disposed of that month, where the animals were captured and what areas of the project were worked that month.
7. Submit monthly payments to DLNR – DOFAW for purchased DLNR – DOFAW feral cattle, per the agreement.
8. All infrastructure such as fences, traps and gates must be removed prior to project completion.
9. Existing roads may be improved at the cost of the permittee upon approval from DLNR-DOFAW. **No new roads may be constructed for the project.**

**HRS Chapter 183-20:** The DLNR may, at any time, without notice to the owners, remove any and all cattle or horses found on any State Forest Reservation and may hold and care for all such cattle or horses in some convenient place, at the expense of the owners, subject to the lien for charges and expenses herein provided for. The owners of the cattle or horses shall pay to the department the actual expenses reasonably incurred, which shall include, but not be limited to, allowances for employees' wages, equipment costs, transportation cost, feeding cost, cost of advertising notice, and other costs related to the catching, driving and transportation of animals. After the cattle or horses have been removed and held as aforesaid, the owners shall be notified personally of this fact, if the owners be known, and shall be notified of the total amount of the charges and expenses to be paid for the release of the cattle and horses.

The department shall also, in all cases, where the owners are unknown or cannot be found, cause a statement and notice to be published in a newspaper of general circulation published in the county in which the cattle or horses are held, which statement shall set forth the general description and the brands of all the cattle or horses so removed and held, as aforesaid, and shall notify the owners and the public generally that unless the charges and costs to be specified in the notice shall have been paid on or before the date therein specified, which date shall not be less than two weeks from the date of the last publication of the notice, the cattle or horses therein described will be sold at public auction for cash to the highest bidder for the purpose of satisfying the lien on the same for the costs and charges in the notice set forth. The notice shall be published once a week for four (4) consecutive weeks (four insertions). If the charges and costs, together with such additional expenses as may have been incurred since the first publication of the notice, are not paid before the date stated in the notice, the cattle or horses shall on that date be sold, as aforesaid and all charges and other expenses shall be satisfied out of the proceeds of the sale, the same shall be deposited in the treasury of the State and a government realization and all private rights therein and thereto shall be thereafter forever barred.

### **Timeline of Performance (estimated)**

Following the Notice of Award the contract must be approved by the Board of Land and Natural Resources before the project can be implemented (Notice to Proceed). It is estimated the project will begin by May 15 2015 and be completed by the end of June 2017. The contract may be extended one (1) year if agreed upon by both parties.

### **PRE-BID ON-SITE INSPECTION**

**Bidders are required to inspect the project area prior to submitting a proposal.**

There will be a mandatory pre-proposal site-inspection on January 22, 2015 at 9 am, Please contact Jay Hatayama for details.

### **CONTRACTOR AND ACTIVITIES**

#### **Camps**

Camping will not be permitted.

### Hunting

No harassment of other wildlife at anytime.

### Storage

With prior notification and DOFAW approval, project materials may be temporarily stored at the job site, at the risk of the contractor.

### Fire Prevention

The Contractor will be required to have at least two 4.5 kg (10 lb.) fire extinguishers of type A & B, for suppression and on the job site at all times. Welding shall be done only at sites which have been cleared to mineral soil. An area commensurate with the amount of welding to be accomplished shall be cleared before welding operations are started. As a minimum, a ten (10) gallon backpack pump filled with water is to be available in addition to the vehicle extinguishers. Areas surrounding the vicinity of welding operations will be wetted down before and after welding and will be thoroughly checked for fires for one hour after welding has stopped. DOFAW will be notified by the permittee one week prior to any welding activity the permittee does in state lands.

### Native and Alien Plants and Animals

The Contractor will implement precautions to prevent the introduction of alien plants, insects, and amphibians. Equipment and materials will be inspected by the Contractor for seeds, eggs, larvae, etc., prior to delivery and entry, and cleaned as necessary. The Contractor also will take precautions to prevent spreading alien plants already at the fencing sites. The Contractor will remove all refuse, tools, gear, and construction scrap upon completion of work at the site.

### Preventing the Introduction of Alien Species

Control of non-native plants and animals is a high priority for resource management groups in Hawaii. A large amount of personnel time and resources are expended every year to battle alien species. Described below are likely routes of alien species introduction and procedures that can be followed to minimize or eliminate introduction and spread of alien plants and animals.

### Inspect Field Gear and Equipment Before Going into the Field

Clods of dirt or mud can hide alien weeds and insects. It is necessary to inspect and clean: footwear; clothes, gear and material. Appropriate methods to clean gear include: water and hose, brush, clean rag, knife edge, or insecticide. Cleaning should be done in a designated area with a nearby receptacle for disposal.

### Keep Field Vehicles Clean

The inside of field vehicles should be vacuumed, and pickup truck beds should be swept out after every trip to the field. Pay particular attention to seats, floors, dashboards, and door jambs. Tires and undercarriage of vehicles should be hosed off after each field visit to avoid transporting weed seeds. Maintaining clean field gear can be compromised by using a dirty truck.

### Pack out Your Trash and Unused Foodstuffs

Do not bury trash in the field. Avoid taking in any fruits that have seeds with the potential to naturalize (e.g. cherry tomatoes, chili peppers, berries, and guava). Organic trash (e.g. orange and banana skins) should be treated as other garbage and packed out. Garbage that is discarded in the field has the potential to spread unseen insects, fungi, and other plant pathogens and may provide food for alien vertebrates.

### **PRE-PROJECT CONFERENCE**

Before control begins, the successful permittee shall meet with DOFAW staff to discuss:

- Designation of responsible officials
- Correspondence procedures
- Labor standard provisions
- Changes in specs
- Payments to DOFAW
- Safety program
- Communication
- Removal techniques
- Animal transport
- Fire prevention
- Alien plants and animals precautions
- Work schedule
- Fence alignment/ trap location
- Review and approval of road repair/maintenance
- Miscellaneous.

Figure 1. Location of Honuaula Forest Reserve

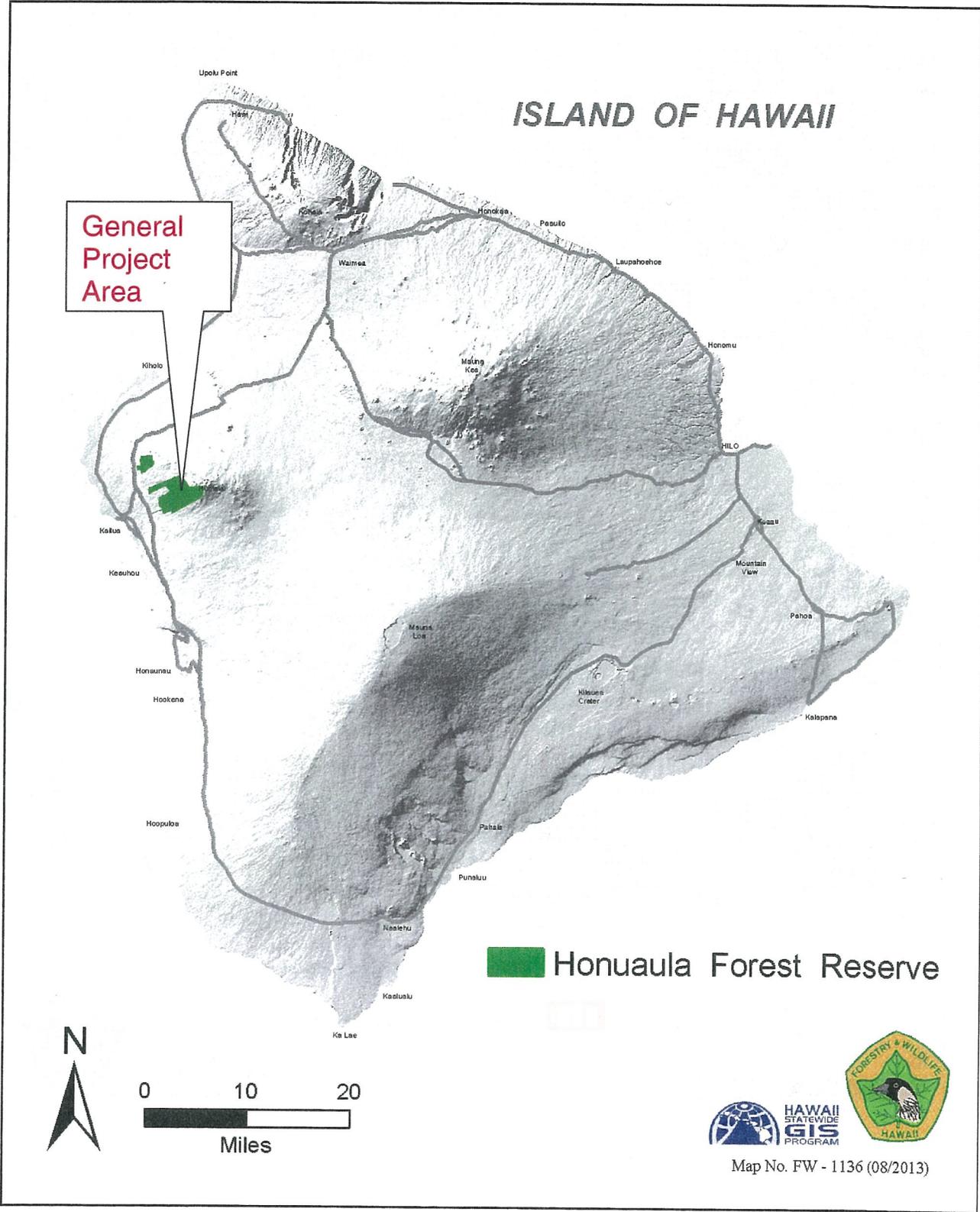
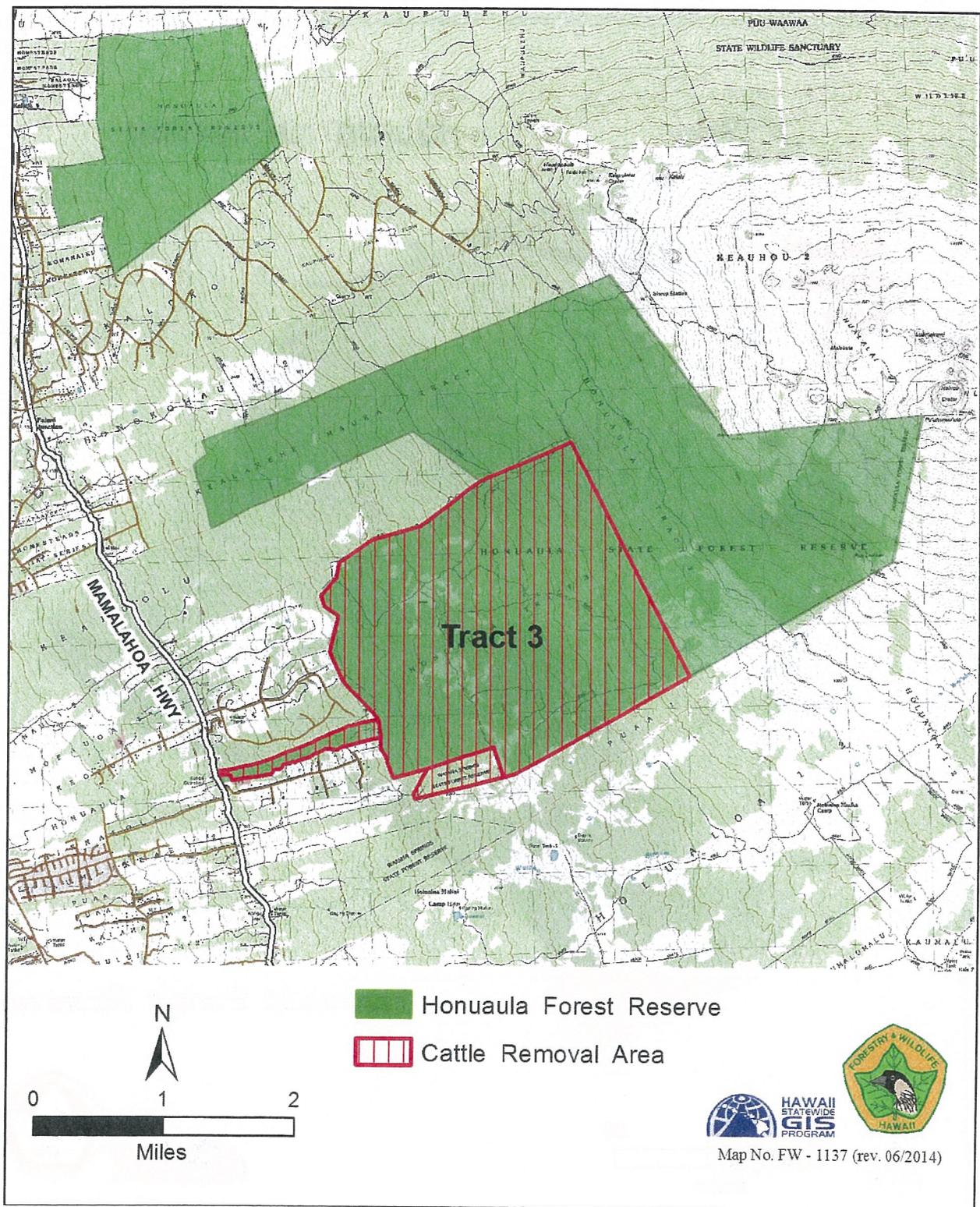


Figure 2. Project Location



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

All proposals are due by 4:00pm on March 5, 2015, as evidenced by the DOFAW time stamp clock. The proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this RFP as stated in the Scope of Work. All potential Offerors must be in good standing with the State of Hawaii (see <http://vendors.ehawaii.gov/hce/splash/welcome.html>)

Proposals must include the following:

### 1. Transmittal letter

Include a transmittal letter to confirm that the Offeror shall comply with the requirements, provisions, terms, and conditions specified in this RFP.

### 2. Offer Form

Include signed Offer Form OF-1 with the complete name and address of Offeror's firm and name, mailing address, telephone number, and fax number of the person the State should contact regarding the Offeror's proposal (blank OF-1 found in Appendix A).

### 3. Subcontractors

If subcontractor(s) will be used, append a statement to the transmittal letter from each subcontractor, signed by an individual authorized to legally bind the subcontractor and stating

- o The general scope of work to be performed by the subcontractor
- o The subcontractor's willingness to perform for the indicated.

### 4. Proposal summary

Outline in detail all activities listed under the scope of work. Provide a timeline.

### 5. Qualifications

Describe the qualifications of the Offeror, including the number of years experience in working with cattle, examples of previous similar projects (name and location), and a representative project list (with contact information for at least two previous jobs). If any subcontractors are to be used, please describe their role, and as appropriate, their experience. Failure to identify subcontractors will prevent their use during implementation of the contract. Finally, please identify the person who will act as the on-site project manager for this project and their years of experience.

### 6. Cost and payment schedule

Sealed proposals must be received by 4:00 pm, March 5, 2015 at the Division of Forestry and Wildlife (19 East Kawili St. Hilo, HI 96720). The envelope shall state somewhere on the outside the following: "RFP HONFRT3 enclosed." Anything received after 4:00 pm on March 5, 2015, 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.

Only one original proposal need be submitted. Proposals should be typed, on one-side of paper, using 12-point font. However, design drawings may be handdrawn, with handwritten arrows and explanations.

If proprietary data or information is included in proposals, please identify separately in notation with "Proprietary Information." Unless otherwise identified, for all applicants, please note that your proposal becomes a public document and available for public inspection once awards are posted.

An applicant may withdraw his/her proposal by submitting a written request to DOFAW any time prior to the date and time proposals are due. DOFAW reserves the right to accept or reject any or all proposals.

#### SECTION 4- EVALUATION CRITERIA

##### **Comparative Evaluation Criteria**

This section presents the criteria to be used in the comparative proposal evaluation process and the relative weights of the criteria, in percent. For example, "Net Project Revenue" to DLNR – DOFAW shall represent 30% of the total merit of any proposal. Higher purchase prices paid to DLNR – DOFAW will mean higher standing in the list of proposals received by DLNR – DOFAW. Conversely, purchase price is only part (30%) of the criteria considered by DLNR – DOFAW in selecting a proposal and may not be the decisive factor.

Each proposal will be evaluated in relation to its conformance with the weighted criteria (totaling 100%). Each applicant must satisfy the following requirements:

<b>6.1 Net Project Revenue.</b> Cattle purchase revenues to DLNR – DOFAW shall be taken into consideration, as outlined in this RFP. Captured DLNR – DOFAW feral cattle will be counted onsite to determine revenues to DLNR – DOFAW. This proposal's per animal price will be used for comparison with other proposals.	30%
<b>6.2 Project Management Plan.</b> The applicant shall submit a brief project management plan using, at least, the eight (8) required topics described above under 3.2. The successful permittee will be required to provide a cash performance bond of not less than \$3,000 and liability insurance of not less than \$1,000,000.	25%
<b>6.4 Qualifications.</b> The applicant shall establish that they have relevant experience in Hawaii, have worked with feral and potentially dangerous cattle, are involved in the local cattle industry, and are able to successfully complete a project of this magnitude on time and as planned. Specific and relevant knowledge should be described here.	45%

After the proposals are evaluated, the top 5 candidates will interviewed before a winning bidder is selected for the project.

## SECTION FIVE: SPECIAL PROVISIONS

### Terms and Acronyms Used Herein

Procurement Officer	=	The contracting officer for the State of Hawaii 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 Hawaii, located at 1151 Punchbowl Street, Honolulu, Hawaii 96813.
DOFAW	=	The Division of Forestry and Wildlife, within the Department of Land and Natural Resources of the State of Hawaii, located at 19 East Kawili Street, Hilo, Hawaii 96720
SPO	=	State Procurement Office of the State of Hawaii, located at 1151 Punchbowl Street, Room, 416, Honolulu, Hawaii 96813; P. O. Box 119, Honolulu, Hawaii 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 bid for the good, service, or construction contemplated.
GET	=	General Excise Tax
GIS	=	Geographic Information System
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
IFB	=	Invitation for Bids
LF	=	Linear Foot
RFP	=	Request for Proposals

### Scope

The removal of feral cattle of the project area, Honuaula Forest Reserve Tract 3 and Hienaloli, for the Division of Forestry and Wildlife, Department of Land and Natural Resources, 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.

### Authority of the State

The State shall decide all questions that may arise as to the work performed hereunder, as to the manner of such performance, as to the interpretation of any law, rule or regulation, policies and procedures, as to compensation, and as to any other matter that may arise under the Contract. The decision of the State in such matters shall be final as long as not in violation of law and not arbitrary, capricious or characterized by abuse of discretion.

### Offer Guaranty or Bid Bond

No offer guaranty or bid bond is required for this solicitation.

### Term of Contract

The successful offeror shall enter into a contract for a period of twenty-four (24) months to commence from the date indicated on the Notice to Proceed. Prior to the issuance of the Notice to Proceed, the successful offeror and the State shall mutually agree to the official commencement date.

Contract extension(s) shall be permitted for reasons beyond the control of the Contractor and as confirmed by the State. Contract extension(s) shall be done through DLNR in the form of modifications to the contract.

### **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 (4:00 pm HST, March 5, 2015).
- 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

### **Federal Funds as Received (Partial)**

It is understood and agreed by all bidders 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.

### **Contract Administrator**

For the purpose of this contract, Sheri S. Mann of the Division of Forestry and Wildlife is the designated Contract Administrator. Ms. Mann can be reached by telephone at 808-587-4172, or email at Sheri.S.Mann@hawaii.gov.

### **DOFAW Project Representative**

For purpose of this contract, Jay Hatayama of the Division of Forestry and Wildlife is the designated Project Representative. Mr. Hatayama can be reached by telephone at 808-974-4221, or email at Jay.M.Hatayama@hawaii.gov.

### **Written Inquiries**

Inquiries regarding this solicitation are due and must be received on or before 4:00 p.m., February 5, 2015. Inquiries shall be made in writing, either via U.S. Postal Service, or e-mail to: Jay.M.Hatayama@hawaii.gov.

Responses to written inquires shall be made by way of Addendum. Addendum shall be issued at least two (2) working days prior to bid opening date.

### **Pre-Bid On-Site Inspection**

Bidders are required to inspect the project area prior to submitting a bid. A site visit will be conducted on January 22, 2015, at 9 am.

Topographic and logistic conditions present difficulties that are not typical for cattle removal. Failure to visit the project site will in no way relieve the successful bidder from completion of the work in accordance with the specifications, terms and conditions herein to the satisfaction of the Contract Administrator and the DOFAW Project Representative.

### **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 within 30 days of the award dates:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

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.

### **Liability Insurance**

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself or by a subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, Contractor may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its subcontractor(s) where appropriate.

<u>Coverage</u>	<u>Limits</u>
<b>Commercial General Liability (Occurrence form)</b>	<b>\$1,000,000 combined single limit per occurrence for bodily injury and property damage</b>
<b>Basic Motor Vehicle Insurance and Liability Policies</b>	<b>BI: \$1,000,000 per person \$1,000,000 per accident PD: \$1,000,000 per accident</b>

Each insurance policy required by this contract, including a subcontractor's policy, shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Land and Natural Resources, Division of Forestry and Wildlife Attn: Sheri S. Mann, 1151 Punchbowl Street, Room 325, Honolulu, HI 96813."
2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."

3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements.

Upon Contractor's execution of the contract, the Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefor on deposit with the State during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

#### **Submission of Proposal**

Proposals shall be received at the DLNR, Division of Forestry and Wildlife office Attn: Jay Hatayama, 19 East Kawili Street, Hilo, Hawaii 96720, no later than 4:00pm March 5, 2015. 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 this may cause a delay in receipt by DOFAW and the offer may reach DOFAW after the deadline, resulting in automatic rejection.

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.

#### **Cancellation of RFP**

The State reserves the right to cancel this RFP and to reject any and all bids in whole or in part when it is determined to be in the best interest of the State.

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

#### **Acceptance of Offer**

Acceptance of offer, if any, will be made within sixty (60) calendar days after the opening of offers, and the prices quoted by the offeror shall remain firm for the sixty (60) day period.

#### **Award of Contract/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 bulletin board in the Hawaii Island DOFAW office (19 East Kawili Street, Hilo, Hawaii 96720) and on the State

Procurement Office website within forty five (45) days of the RFP close date – approximately May 15, 2015.

**Responsibility of Offeror(s)**

Reference HRS Chapter 103D-310(c). Permittee 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**

Permittee is required to submit a “Certificate of Vendor Compliance” with the invoice for final payment on the contract. An original “Certification of Compliance for Final Payment” (SPO Form-22), attached, will be required for final payment. A copy of the Form is also available at [www.spo.hawaii.gov](http://www.spo.hawaii.gov). Select “Forms for Vendors/Contractors” under the “Quick Links” section of the main page.

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.

**Timely Submission of all Certificates**

The above certificates 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.

**Debriefing**

For those non-selected proposals, a debriefing to inform offerors of the basis for the selection decisions and contract awards is available. A written request for a debriefing to the RFP administrator must be made within three (3) working days after the posting of the Notice of Award at DOFAW and on the State Procurement Office website.

**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 § 11-205.5, HRS, 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.

**Execution of Contract**

The State shall forward to the successful Offeror a formal contract to be signed by the Contractor and returned within ten (10) days. No work is to be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed issued by the State upon execution of the contract by both parties. 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 commencement date.

Should it become necessary to extend the contract, a Contract Modification shall be executed for the extended period.

**Notice to Proceed**

No work is to be undertaken by the Contractor prior to the Commencement Date specified on the official Notice to Proceed – approximately May 15 to July 1, 2015. The State of Hawaii will not be liable for any work, contract, cost, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official start date.

**Liquidated Damages**

Liquidated damages is fixed at the sum of TWENTY-FIVE DOLLARS (\$25.00) per scheduled calendar day, for each and every calendar day the Contractor delays in the completion of any item of this contract after the required date of said completion.

**Payment**

The State will send a "return signature receipt" invoice for payment to the Contractor on a monthly basis, based on monthly consultation regarding the number of cattle or horses removed in the previous month. The State will be paid within thirty (30) calendar days after an invoice is received by the Contractor. The invoice sent by DOFAW to the Contractor will detail the performance of the services rendered (number of cattle or horses removed) and approved by DOFAW in the previous month.

The State will not recognize any alternate payment structure or requirements established by the Contractor after award of the contract.

**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 a debriefing has taken place, which can be requested in writing within three (3) working days after the posting of award of the contract.

Any protest pursuant to §103D-701, HRS, and § 3-126-3, HAR, shall be submitted in writing to the the Department of Land and Natural Resources, Division of Forestry and Wildlife HILO OFFICE, 19 EAST KAWILI STREET, HILO, HI 96720 ATTN: JAY HATAYAMA, OR DLNR/DOFAW ADMINISTRATIVE OFFICE 1151 Punchbowl Street Rm 325, Honolulu, Hawaii 96813 ATTN: SHERI S. MANN

**Additional Conditions**

**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 §§3-122-95 through 3-122-97, HAR.

**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, Chapter 92F, HRS. The Offeror shall designate in writing 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 §3-122-58, HAR, in the case of an RFP, or §3-122-30, HAR, 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 Office of the Attorney General in accordance with Chapter 92F, HRS. 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 Chapter 3-126, HAR. If the request to inspect the confidential material is denied, the decision may be appealed to the Office of Information Practices in accordance with §92F-15.5, HRS.

**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.

Section 6-Appendix A

REMOVE FERAL CATTLE FROM HONUULA FOREST RESERVE  
DLNR, DIVISION OF FORESTRY & WILDLIFE  
RFP HONFRT3

Procurement Officer  
Department of Land and Natural Resources, Division of Forestry and Wildlife  
State of Hawaii  
1151 Punchbowl Street  
Honolulu, Hawaii 96813

Dear Sir:

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

The undersigned represents: **(Check  $\checkmark$  one only)**

- A Hawaii business** incorporated or organized under the laws of the State of Hawaii;  
**OR**
- A Compliant non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (DCCA-BREG) to do business in the State of Hawaii. State of incorporation: \_\_\_\_\_

Offeror is:

Sole Proprietor    Partnership    Corporation    Joint Venture    Other \_\_\_\_\_  
Federal I.D. No.: \_\_\_\_\_  
Hawaii 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:

\_\_\_\_\_

**\*\* PLEASE PUT RFP NUMBER (RFP HONFRT3) ON THE OUTSIDE OF  
THE SEALED BID ENVELOPE \*\***

**WAGE CERTIFICATE**  
**FOR SERVICE CONTRACTS**  
(See Special Provisions)

Subject: IFB/RFP No.: \_\_\_\_\_

Title of IFB/RFP: \_\_\_\_\_

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

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and
2. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Offeror \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

