DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF FORESTRY AND WILDLIFE

LEGAL AD DATE: July 9, 2010

REQUST FOR PROPOSALS
No. RFP-DOFAW-UCFPM-11

FOR

SEALED PROPOSALS
FOR THE
PROGRAM MANAGER FOR THE URBAN AND COMMUNITY FORESTRY PROGRAM (KAULUNANI)
FOR DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF FORESTRY AND WILDLIFE

WILL BE RECEIVED UP TO AND OPENED AT 4:00 P.M. (HST) ON AUGUST 10, 2010

IN THE STATE OFFICE BUILDING, 1151 PUNCHBOWL STREET, ROOM 325, HAWAII 96813. DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO SHERI MANN, TELEPHONE (808) 587-4172, FACSIMILE (808) 587-0160 OR E-MAIL AT sheri.s.mann@hawaii.gov

Laura H. Thielen
Procurement Officer, Department of Land and Natural Resources

PROGRAM MANAGER FOR THE STATE-WIDE URBAN AND COMMUNITY FORESTRY PROGRAM (KAULUNANI)
DLNR, DIVISION OF FORESTRY & WILDLIFE
RFP-DOFAW-UCFPM-11

Procurement Officer
Department of Land and Natural Resources
Division of Forestry and Wildlife
State of Hawaii
1151 Punchbowl St. Room 325
Honolulu, HI 96822

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and included by reference, the State Procurement Office General Provisions, dated 1/1/07, and the Attorney General's General Conditions, Form AG-008, as revised; 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 √ 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.: _____ _____
Name and Title (Please Type or Print)

Fax No.: _____
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:

The following bid is hereby submitted for the Program Manager position for the Urban and Community Forestry Program (Kaulunani) as specified herein, for the Department of Land and Natural Resources (DLNR), Division of Forestry and Wildlife (DOFAW).

Description	Estimated Cost	Estimated Total Bid Price
Year 1 Program Manager[1]		$_____
Year 2 Program Manager[1]		
Year 3 Program Manager[1]		

(1) Program Manager – see Specifications below.

OFFEROR SHALL FURNISH THE FOLLOWING INFORMATION:

Company Name: _____

Company Address: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

Contact Person: _____

Years of Experience (Urban Forestry Expertise): _____

Urban Forestry—Experience/References: Offeror shall provide a minimum of one (1) description of Program Management for project is similar size/scope as Kaulunani. The name of the project contact person and his/her contact number shall also be provided.

1. Project Name/Location/Description:_____
_____
_____

Contact Person:_____ Contact No.:_____

2. Project Name/Location/Description:_____
_____
_____

Contact Person:_____ Contact No.:_____

General Liability Insurance:

Insurance Agent (Company Name): _____

Contact Person: _____ Contact No.: _____

Insurance Underwriter: _____

Policy No.: _____

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

1) _____
Name Address

_____
Contact Name Contact Phone Number

2) _____
Name Address

_____
Contact Name Contact Phone Number

3) _____
Name Address

_____
Contact Name Contact Phone Number

Offeror_____
Name of Company

WAGE CERTIFICATE

FOR SERVICE CONTRACTS

(See Special Provisions)

Subject: RFP No.: RFP-DOFAW-UCFPM-11

Title of RFP: Program Manager for the Urban and Community Forestry Program (Kaulunani)

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 or both, if applicable, 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 _____

WAGE CERTIFICATE

CERTIFICATION OF COMPLIANCE FOR FINAL PAYMENT
(Reference §3-122-112, HAR)

Reference: _____ _____
(Contract Number) (RFP Number)

_____ affirms it is in
(Company Name)
compliance with all laws, as applicable, governing doing business in the State of Hawaii to include the following:

1. Chapter 383, HRS, Hawaii Employment Security Law – Unemployment Insurance;
2. Chapter 386, HRS, Worker's Compensation Law;
3. Chapter 392, HRS, Temporary Disability Insurance;
4. Chapter 393, HRS, Prepaid Health Care Act; and

maintains a "Certificate of Good Standing" from the Department of Commerce and Consumer Affairs, Business Registration Division.

Moreover, _____
(Company Name)
acknowledges that making a false statement shall cause its suspension and may cause its debarment from future awards of contracts.

Signature: _____

Print Name: _____

Title: _____

Date: _____

SPECIFICATIONS & SCOPE OF WORK
Program Manager for the State-Wide Urban and Community Forestry Program
(Kaulunani)

I. BACKGROUND

The Urban and Community Forestry program is a U.S. Department of Agriculture (USDA) program authorized as part of the Forestry Title of the 1996 Farm Bill passed by the 101st Congress. The purposes of the Urban and Community Forestry (UCF) Program are to: 1) improve understanding of the benefits of preserving existing tree cover in urban areas and communities; 2) encourage owners of private residences and commercial properties to maintain trees and expand forest cover on their properties; 3) provide education programs and technical assistance to State and local organizations (including community associations and schools) to maintain forested lands and individual trees in urban and community settings and identify appropriate tree species and sites for expanding forest cover; 4) implement tree planting programs to complement urban and community tree maintenance and open space programs; 5) promote the establishment of demonstration projects in selected urban community settings to illustrate the benefits of maintaining and creating forest cover and trees; 6) promote the understanding and practice of technically sound urban forest and tree maintenance; and 7) expand existing research and educational efforts intended to improve understanding of urban tree growth and maintenance, tree physiology and morphology, species adaptations, urban forest ecology, and the economic, environmental, social, and psychological benefits of trees and forest cover in urban and community environments.

II. PROGRAM GOALS AND OBJECTIVES

The purpose of this initiative is to solicit proposals for consultant services to:

A. The overall objective of the program is to assist the Department of Land and Natural Resources, Division of Forestry and Wildlife (DOFAW) to successfully implement the Urban and Community Forestry Program by developing and maintaining an outreach/volunteer program and coordinating the technical assistance component of the program to enhance on-the-ground project establishment and maintenance success.

B. Direct the outreach and volunteer program to support existing and new nonprofit, business and government's urban and community tree planting efforts in cities and communities in Hawaii.

C. Direct and coordinate the Tree City USA Program, arboriculture, education components of the program, and to provide technical assistance and tree planting and/or tree care information to urban forestry communities statewide.

D. Provide expertise and technical guidance relating to urban tree planting projects to the State Urban and Community Forestry Council.

E. Assist in the development and implementation of the State Urban and Community Forestry Strategic Plan. This plan will have the primary purpose of describing statewide actions necessary to accomplish State and local urban and community forestry objectives.

III. SCOPE OF SERVICES

The contractor is to provide the following services:

A. Work directly with the Cooperative Resource Management Forester in writing the USDA Forest Service Urban & Community Forestry Program grant proposals.

B. Ensure that the program is following the 5-year plan of work to the extent practicable.
C. Track all budgetary aspects of the program,
D. Ensure that bi-annual reports are written and sent to the Forest Service on time, and that they reflect the overall scope, progress and needs of the program.
E. Implement and revise the State Strategic Urban and Community Forestry 5 year plan to reflect current goals and objectives of the program. The Plan shall specifically identify statewide urban forestry problems and opportunities for each island and propose actions to promote the expansion and improvement of urban forestry landscapes in Hawaii. The consultant needs to meet the objectives and goals of the program:
    1. Provide Urban and Community Forestry Program information to school children and teachers, adults, property owners, developers, and county and state agencies to help them qualify for program funding.
    2. Coordinate an Urban Forestry Conference to bring people together in understanding the values and benefits of urban trees in our communities.
    3. Develop and distribute urban forestry information through a website newsletter for outreach, grant applications, technical information, and other urban forestry related news.
    4. Administer the grant program to fund urban and community forestry projects throughout the islands of Hawaii.
    5. Develop and write grants for Federal, State, and other funds to support the program.
F. Provide primary administrative support and leadership to the State Urban and Community Forestry Council to assist the Department of Land and Natural Resources, Division of Forestry and Wildlife with the implementation of the State Urban and Community Forestry Program and Strategic Plan.
    1. Consequently, the consultant must have a comprehensive understanding of the mandates providing for the implementation of the Urban and Community Forestry Program in Hawaii as authorized by the Forestry Title of the 1996 Farm Bill, Urban and Community Forestry Program of Title XII State and Private Forestry Program. The consultant will attend National Urban Forestry Conferences and State Coordinator's meetings to maintain comprehensive understanding of the National urban forestry program activities of other states and recent amendments of the federal mandates to operate the Urban and Community Forestry Program in Hawaii. Communication with other State Urban and Community Forestry Coordinators is essential to understanding the needs to direct the activities of Hawaii's program.
G. Implement the Urban and Community Forestry Program in Hawaii based on the program's strategic plan and the Council's recommendations.

IV. SUMMARY OF NEEDED EXPERTISE

A. The contractor shall implement and revise the State Urban and Community Forestry Strategic Plan as appropriate to reflect current goals and objectives of the program. This plan shall have the primary purpose of accomplishing statewide actions necessary to meet State and local urban and community forestry program needs.
B. The contractor shall provide administrative support and leadership of the State Urban and Community Forestry Council who advises Department of Land and

Natural Resources, Division of Forestry and Wildlife with program delivery and implementation.

C. The contractor shall demonstrate the skills, knowledge and experience to administer this Urban and Community Forestry Grant Program for Hawaii. In addition, the consultant shall have personal knowledge of the federal Urban and Community Forestry Program mandates in order to effectively implement the program in Hawaii.

D. The contractor shall be responsible for helping the Department of Land and Natural Resources, Division of Forestry and Wildlife accomplish all facets of program development, implementation, monitoring and accountability with the federal mandate for urban and community forestry.

E. The contractor shall establish tracking mechanisms that document the expenditures of approved urban forestry grants that meet the objectives and goals of the Urban and Community Forestry Program.

V. PROJECT DURATION

The project will commence on October 7, 2010 with duration of 24 months, and the possibility of a of twelve months extension ending October 7, 2013.

VI. PROJECT BUDGET

Depending upon receipt of annual federal funds by the Department of Land and Natural Resources, Division of Forestry and Wildlife, compensation will be paid monthly accordingly to accomplish the goals, objectives and tasks identified herein.

VII. SUBMITTAL OF PROJECT AND BID PROPOSAL

A. This section describes the two-step procurement process which requires bidders to submit:

Project Proposal & Bid shall be enclosed in a sealed envelope and submitted to:

DLNR Division of Forestry & Wildlife
C/O Sheri S. Mann
RFP ENCLOSED
1151 Punchbowl St. Rm 325
Honolulu, HI 96813

due by **4:00 p.m. (HST) on Monday August 10, 2010**. Offerors must submit **three (3) copies** each of the Project and Bid Proposals.

B. Project Proposal - In Step 1, each Project Proposal will be opened and added to a list of Offerors, after which time a review committee will convene for evaluation. The Project Proposal shall first be reviewed for completeness and compliance with the general procurement requirements specified in this document. The Project Proposal shall not contain any reference to the total bid so that it may be evaluated strictly on the basis of technical merit.

Compliance Review - In Step 2, the sealed Bid Proposals submitted by those bidders with a qualifying Project Proposal will be opened and evaluated. The evaluation committee shall conduct a comprehensive, fair and impartial appraisal of each Project Proposal submitted and assign a score as described in the "Scoring Criteria," Section I. This procedure shall be attended by the evaluation committee, or any other members deemed necessary by the State, and shall NOT be subject to public attendance or public scrutiny.

Scoring Criteria - Those proposals that qualify the Compliance Review (Step 2 in Section B) shall be evaluated based upon seven (7) criteria deemed critical to the successful completion of all project requirements. The evaluation process will award points on a scale of 0 to 5 (0 = poor, 3 = fair, and 5 = excellent) for each criteria. Each member of the evaluation committee will score each proposal. Points awarded for each criteria will be multiplied by the weighted value given. The final scores of each proposal will be an average determined by assessing the total scores of all committee members. Proposals submitted will be evaluated using the following weighted criteria:

1. The professional qualifications of the consultant to perform the work under scope of services (Weighted Value 4).
2. Knowledge and experience needed to coordinate a network of organizations to assist volunteer and community urban tree planting projects statewide. This may include conducting collaborative problem-solving/planning or broad-based community and agency building activities (Weighted Value of 4).
3. Demonstrate professional arboriculture, urban forestry, and landscaping experience and expertise needed to advise and guide community and volunteer groups to plan, carry out and maintain urban tree planting projects. Experience would preferably have included attendance at several National technical Urban and Community Forestry Conferences and state coordinator=s meetings (Weighted Value of 4).
4. Have obtained at least a Bachelor of Science Degree in Horticulture (4 year), Arboriculture or Urban Forestry or related field from an accredited University and certification as an arborist with the International Society of Arboriculture (Weighted Value of 2).
5. Experience producing technical urban tree, arboriculture or landscaping information in appropriate forms to educate people of various backgrounds and educational levels (Weighted Value 2).
6. Demonstrate professional technical and work experience needed to advise the State Urban and Community Forestry Council as it reviews urban tree planting project proposals (Weighted Value 2).
7. Demonstrate ability to deliver the objectives of the State Urban and Community Forestry Strategic Plan. This plan shall describe statewide actions to increase urban forestry activities in local and community forest areas throughout Hawaii (Weighted Value 2). During this phase, the evaluation committee, in addition to reviewing documents submitted, may also conduct reference checks, telephone interviews, and/or site inspections to assess or verify contractor's background, as necessary.

   Those offerors failing to receive a minimum qualifying score shall be (1) disqualified from further consideration, and (2) mailed a Notice of Determination, along with the bidder's Bid Proposal.

The State reserves the right to determine what is in the State's best interest in this evaluation process and its decision shall be final. The State reserves the right to select portions of a proposal, or to reject any and all proposals.

C. Cost of Proposal Preparation - Costs for developing the proposals are solely the responsibility of the offeror, whether or not any award results from this solicitation. The State of Hawaii will provide no reimbursement for such costs.

D. Disposition of Proposal - All proposals become the property of the State of Hawaii. The successful proposal will be incorporated into the resulting contract.

E. Notification - Each consultant will be notified in writing of the evaluation committee's selection decision.

F. Bid Evaluation - Award will not be made on the basis of price alone. The Total Bid Price shall be evaluated by taking into consideration the submitted bid price AND how well the bidder meets the criteria set forth below under Evaluation Criteria. Step 1 provides criteria details to be used in judging bidder's project proposal and Step 2 sets forth and explains the formula to be used in evaluating the total bid price.

G. Determination of Responsibility - In order to qualify as responsible bidders, individuals must meet the following standards:
1. Adequate financial resources for performance or the ability to obtain such resources, as required during performance are necessary;
2. Necessary experience, organization, technical qualifications, skills, and facilities or the ability to obtain them;
3. Ability to comply with the proposed or required time of delivery or performance schedule;
4. Satisfactory record of integrity, judgment and performance;
5. Otherwise qualified and eligible to receive award under applicable laws and regulations.

Offerors shall submit acceptable evidence of experience, organization, technical qualifications, skills, and facilities to perform the service called for in this document under scope of work.

H. Method of Award - The Department of Land and Natural Resources, Division of Forestry and Wildlife reserves the right to make the award to the consultant who submits a project proposal and bid proposal, or portions thereof, which meet the requirements, set forth under the scope of work, section III, and other project requirements as provided. Award, if any, will be to the responsible bidder receiving 80 or more points.

VIII. CONTRACT EXECUTION

The successful offeror shall be required to enter into a formal contract, which will be approved by the Board of Land and Natural Resources. Upon execution of the contract, the State will issue a "Notice to Proceed" specifying the contract commencement date. No work is to be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed. The State is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to official date.

IX. SUBMISSION REQUIREMENTS

A. This Request For Proposals (RFP) is open to all qualified bidders, and selection will be based on a Comparative Evaluation Criteria as detailed in the State Procurement Code Chapter 3-122, HRS.

B. Sealed written proposals in response to this RFP must be received at the DOFAW Administrative office in Honolulu
DLNR Division of Forestry & Wildlife
C/O Sheri S. Mann
RFP ENCLOSED
1151 Punchbowl St. Rm 325
Honolulu, HI 96813
or as amended, by **August 10, 2010** at 4:00pm Hawaii Standard Time as evidenced by a DOFAW office time stamp clock.

C. Proposals postmarked by August 10, 2010 but not received at this location will not be considered for award and will be returned to offeror unopened. Please account for postal and routing delays when submitting via a postal service.

D. The respondent offeror agrees that the proposal shall constitute a firm offer to the Department of Land and Natural Resources, Division of Forestry and Wildlife and cannot be withdrawn for any reason after the due date for submission of the proposals. The respondent bidder shall agree that prices listed are firm and shall remain so throughout the performance of the work.

E. The proposal shall be signed by the consultant interested in bidding for these services. It shall include the name, title, address, e-mail and telephone number.

X. CONTRACT SUPERVISION

Sheri Mann, Cooperative Resource Management Forester, will handle contract supervision. She will handle all on-the-ground coordination between the contractor and DOFAW.

XI. TIMING

All work should be completed by October 7, 2012, unless extended (as allowed under this solicitation) until October 7, 2013.

XII. Measurement and Payment

A. Measurement: The measurement of the quality and quantity of work accomplished will be done by Sheri Mann and the Urban and Community Forestry Advisory Council

B. Payment: Payment in full will be made monthly upon satisfactory completion assigned duties in accordance with the specifications listed herein.

C. Restriction of funding: Awards are subject to the availability of funds and budget restrictions and procedures implemented under FY10-11 Executive Biennium Budget Instructions. Funded projects that are dependent for facilities and staff support from the

DLNR may be subject to restrictions in work schedules and number of days worked per month to conform with facility closures at the DLNR, up to 2 non-pay and non—duty days a month, equivalent to a 12.2% reduction in operating days per year.

XIII. PROPOSALS

Proposals should include costs labor costs, equipment, and materials transport, and any additional materials the Contractor believes are necessary to effectively manage the Kaulunani Program in accordance with the specifications listed herein.

Proposals should be submitted for materials and labor costs as indicated on the Offer Form. Proposals should include an estimated minimum time that the contractor would require between the bid being awarded and commencement of work.

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	=	Division of Forestry and Wildlife of the Department of Land and Natural Resources of the State of Hawaii located at 1151 Punchbowl St. Room 325 Honolulu, HI 96822
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.
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
IFB	=	Invitation for Bids
RFP	=	Request for Proposals
GET	=	General Excise Tax
GIS	=	Geographic Information System

SCOPE

Kaulunani Program Management 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 (Form AG2-GC(1/01), included by reference and available from DOFAW or on-line at http://www2.hawaii.gov/bidfiles/generalconditions1.pdf.

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;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; <u>and</u>
6. <u>One</u> of the following:
   a. Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawaii business"); **or**
   b. Be registered to do business in the State. (hereinafter referred to as a "compliant non-Hawaii business").

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.

CONTRACT ADMINISTRATOR

For the purpose of this contract, Sheri Mann, (808) 587-4172, of the Division of Forestry and Wildlife, Oahu Administration, is the designated Contract Administrator.

DOFAW PROJECT REPRESENTATIVE

For purpose of this contract, Sheri Mann, (808) 587-4172, of the Division of Forestry and Wildlife, Oahu Administration, is the designated project representative.

TERM OF CONTRACT

The successful offeror shall enter into a contract for a period of 2 years, with the possibility of an additional 1 year extension, 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 DOFAW in the form of modifications to the contract.

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.

The Contractor is responsible for compliance of all federal laws and regulations required for the use of federal funds.

OFFEROR QUALIFICATIONS

1. Offeror shall have an established place of business in the State of Hawaii with reasonable inventory, of supplies, tools and equipment for providing tree cutting and chipping and shall furnish the name and address of this facility in the space provided on the appropriate OFFER FORM page.

   The State reserves the right to inspect Offeror's facility to determine acceptability under this requirement.

2. Offeror shall have performed at least one (1) cutting and chipping project in the State of Hawaii of similar size and complexity as specified herein.

   For verification purposes, bidder shall provide on the appropriate OFFER FORM pages the name or description of the project and the contact person who coordinated the project including his/her contact number.

WRITTEN INQUIRIES

Inquiries regarding this solicitation are due on or before **2:00p.m., Thursday August 5, 2010**. Inquiries shall be made in writing, either via U.S. Postal Service, facsimile (808) 587-0160, or e-mail to sheri.s.mann@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.

WEBSITE INSPECTION

Although not mandatory, bidders are strongly advised to inspect the http://www.kaulunani.org/contacts/default.htm

SUBMISSION OF OFFER

Offers shall be received at the DLNR, Division of Forestry and Wildlife 1151 Punchbowl St. Room 325 Honolulu, HI 96813, no later than the date and time stated on the cover page of the RFP. 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.

All offers must be submitted in sealed envelopes marked on the outside with RFP Number RFP-DOFAW-UCFPM-11. 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.

PROPOSAL PREPARATION

Offer Form, Page OF-1. Offeror is requested to submit its offer 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 space 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.

Hawaii business. A business entity referred to as a "Hawaii business", is registered and incorporated or organized under the laws of the State of Hawaii.

Compliant non-Hawaii business. A business entity referred to as a "compliant non-Hawaii business," is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State

Bid Quotation. **The Unit Bid Price shall include but not be limited to the following:**
- All costs incurred to prepare and respond to this solicitation;
- The transportation of work crew, equipment, materials, and tools;
- All costs necessary to attend appropriate meetings;
- All communications costs, including equipment;
- All applicable taxes, including the GET; and
- Any other related costs to perform this contract as specified.

Experience. Offeror shall provide a minimum of one (1) Urban and Community Forestry project in Hawaii of similar size and complexity. The name of each project contact person and his/her contact number shall also be provided. Failure to provide this information shall be grounds for bid rejection.

Insurance. Offeror shall provide proof of insurance including: the insurance agent (company name), contact person and phone number, the insurance underwriter, and the policy number. Failure to provide such information shall be grounds for bid rejection.

Subcontractors. Offeror shall provide the name and contact information for any subcontractor to be used on the project. Failure to provide this information shall be grounds for bid rejection.

Chapter 104, HRS, Wages and Hours of Employees on Public Works. Offeror is advised that Chapter 104, HRS shall apply to this solicitation. Offeror may access this Chapter on the State's website: www.ehawaiigov.org/government/html/index.html.

Wage Certificate. The Offeror shall complete and submit a Wage Certificate by which the Offeror certifies that services required will be performed pursuant to §103-55, HRS.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and if applicable, taxable under Chapter 238, HRS. Vendors are advised that they are liable for the Hawaii GET at the current 4% rate and the applicable use tax at the current 1/2% rate. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Taxpayer Preference. For evaluation purposes, pursuant to §103D-1008, HRS, 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.

Offer Guaranty. An offer guaranty is NOT required for this solicitation.

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 days period.

AWARD OF CONTRACT

Method of Award. Award, if made, shall be to the responsive, responsible Offeror submitting the lowest Estimated Total Bid Price that meets the additional requirements of this RFP.

Responsibility of Lowest Responsive Bidder. Reference §3-122-112, HAR, Responsibility of Offerors. If compliance documents have not been submitted to DOFAW prior to award, the lowest responsive offeror shall produce documents to DOFAW to demonstrate compliance with this section.

HRS Chapter 237 tax clearance requirement for award. Instructions are as follows:

Pursuant to §103D-328, HRS, lowest responsive offeror shall be required to submit a tax clearance certificate** issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. It must be valid on the date it is received by DOFAW.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawaii, or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): http://www.state.hi.us/tax/alphalist.html#a
DOTAX Forms by Fax/Mail: (808) 587-7572
1-800-222-7572

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX: (808) 587-1488
IRS: (808) 539-1573

The application for the clearance is the responsibility of the Offeror, and must be submitted directly to the DOTAX or IRS and not to DOFAW. However, the tax clearance certificate shall be submitted to DOFAW.

** Tax clearance may take several weeks to obtain. Offerors are encouraged to apply for tax clearance as soon as possible to prevent delay in executing a contract and issuing a Notice to Proceed. **

Hawaii Compliance Express. Refer to Section 26 of the SPO General Provisions. Vendors may choose to use the Hawaii 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 $12.00 to the Hawaii 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 referenced SPO General Provisions, Section 26.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award. Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by DOFAW. A photocopy of the certificate is acceptable to DOFAW.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form LIR#27 which is available at www.dlir.state.hi.us/forms/ApplicationforCertificateofCompliance.pdf or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to DOFAW.

The application for the certificate is the responsibility of the offeror, and must be submitted directly to the DLIR and not to DOFAW. However, the certificate shall be submitted to DLNR-DOFAW.

Compliance with Section 103D-310(c)(1) and (2), HRS. Pursuant to section 3-122-112, HAR, the lowest responsive offeror shall be required to submit a *CERTIFICATE OF GOOD STANDING* (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by DOFAW. A photocopy of the certificate is acceptable to DOFAW.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at www.BusinessRegistrations.com. To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

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.

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, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

In addition to the tax clearance certificate, 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. Select "Forms for Vendors/Contractors" from the Chapter 103D, HRS, pop-up menu.

NOTICE TO PROCEED

No work is to be undertaken by the Contractor prior to the Commencement Date specified on the official Notice to Proceed. 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.

EXECUTION OF CONTRACT

No performance and payment bonds are required.

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.

PERMITS, LICENSED, AND TAXES

The Contractor shall procure all permits and licenses, during the original or extended contract term, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

Failure to procure and maintain valid permits and licenses required by law and these specifications may be cause for the State to terminate the contract

PRICE ADJUSTMENT DUE TO WAGE INCREASE TO STATE EMPLOYEES

[The following example is based on hourly rates for security guard services. PS will have to customize this adjustment provision to the type of services being procured.]

1. Contract price adjustment shall be considered:

a. Only upon request by the Contractor accompanied by proof satisfactory to the State that its employees have been paid comparable wages to State employees; and
b. Only if there is a wage increase to public employees performing comparable work; and
c. Only for the contract period in which the price adjustment request is submitted (current contract period only).

Example:

Original contract period:	March 7, 2003 to March 6, 2004
Extension period:	March 7, 2004 to March 6, 2005

The option to extend the original contract is exercised for the period March 7, 2004 to March 6, 2005. On March 1, 2005, the State announces a pay raise retroactive to July1, 2003 and the Contractor soon thereafter submits a request of modification is issued accompanied by acceptable documentation. A contract modification is issued to reflect a price a price adjustment for the current period of the contract, March 7, 2004 to March 6, 2005. Note that the price adjustment is not applied retroactively to July 1, 2003 since the condition of this contract allows price adjustment to the current contract period only.

2. Price adjustment based on the actual dollar increase per hour per State employee shall be calculated as follows:

a.	Bid Price/Hr/Officer (A)	= (A) for example = $15.00/hr
b.	Current Hourly Wage Rage (B)	= (B) for example = $11.00/hr
c.	New Hourly Wage Rate paid to State Employees (C)	= (C) for example = $11.50/hr
d.	Hourly Wage Increase to State employees (D)	= (D) for example = $.50/hr
e.	Adjusted Bid Price/Hr/Officer (E)	= (A) + (D), or $15.00 + $.50 = $15.50/hr

3. In addition to the actual dollar amount of wage increase, Contractor may apply for the percentage (%) fringe benefits required by Statute. However, the resulting fringe benefit percentage shall only be applicable to the actual dollar amount of increase and the State shall only consider those benefits that are required by contract and are directly affected by the wage increase.

If request includes adjustment for wage related fringe benefits, Contractor must provide support documentation and an itemized percentage breakdown of the fringe benefits being paid.

The State has determined that the applicable fringe benefits for wage related price adjustments shall be limited to: 1) Federal Old Age Benefits, 2) Worker Compensation, 3) Temporary Disability Insurance, and 4) Unemployment Insurance. Based on past experience, it has been determined that the percentage increase be set at 16%. If Contractor is able to document that its percent for fringe is higher than 16%, the State will review and consider Contractor's claim.
The following method of calculation shall be applied for the fringe benefits:

a. 16% for Allowable Fringe Benefits
b. $ Adjusted for Allowable Fringe Benefits (F) = (D) x (.16) = F, or

c. Adjusted Bid Price/Hr/Officer + Fringe Benefits = (E) + (F), or $15.50 = $.08 = $15.58

$.50 x .16 = $.08

4. After the contract modification for the increase is issued by the State, but before payment of an increase is made on the portion of the current contract period already performed, the Contractor shall show proof that its employees were given the retroactive wage increase.

SUBCONTRACTORS

The Contractor shall not delegate any duties listed in this RFB to any subcontractor unless the Contract Administrator has given written approval. The State reserves the right to approve all subcontractors and shall require the primary contractor to replace any subcontractors found to be unacceptable. The primary contractor will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract, and shall be responsible for all services whether or not the primary contractor performs them.

RE-EXECUTION OF WORK

The Contractor shall re-execute any work that fails to conform to the requirements of the contract and shall immediately remedy any defects due to faulty workmanship by the Contractor. Should the Contractor fail to comply, the State reserves the right to engage the services of another company to perform the services and to deduct such costs from monies due to the Contractor.

REMOVAL OF CONTRACTOR'S EMPLOYEES

Contractor agrees to remove any of its employees from services rendered and to be rendered to the State, upon request in writing by the Procurement Officer.

LIQUIDATED DAMAGES

Refer to Section 9 of the AG General Conditions, Form AG-008, as revised. Liquidated damages is fixed at the sum of TWENTY-FIVE DOLLARS ($25.00) per each and every calendar day per location per violation the Contractor fails to perform in whole or in part any of his obligations specified herein. Liquidated damages, if assessed, may be deducted from any payments due or to become due to the Contractor.

ADDITIONS, AMENDMENTS, AND CLARIFICATIONS TO THE SPO GENERAL PROVISIONS, DATED 1/1/07

DEFINITIONS OF TERMS. Add the following terms to this section.

AG General Conditions

General Conditions issued by the Department of the Attorney General of the State of Hawaii, referred to as Form AG-008, as revised, and included in solicitations by reference. The applicable revised Form AG-008, which is included by reference, is the form dated and in effect at the date the solicitation is issued.

SPO General Provisions

General Provisions issued by the SPO, referred to as SPO GP, is in addition to the SPECIAL PROVISIONS unique to each solicitation; and is included by reference in solicitations issued by the SPO.

CERTIFICATION OF OFFEROR CONCERNING WAGES, HOURS AND WORKING CONDITIONS OF EMPLOYEES SUPPLYING SERVICES. The following changes were made to Section 103-55, HRS, amended by Act 149, SLH 1999:

1. Contract amount for services amended from *"excess of $5,000"* to *"excess of $25,000;"* and

2. The list of contract services excluded from the Compliance with labor laws requirement is amended to read:
   (1) Managerial, supervisory, or clerical personnel.
   (2) Contracts for supplies, materials, or printing.
   (3) Contracts for utility services.
   (4) Contracts to perform personal services under paragraph (2), (3), (12), and (15) of section 76-16, paragraphs (7), (8), and (9) of section 46-33, and paragraphs (7), (8), and (12) of section 76-77, Hawaii Revised Statutes (HRS).
   (5) Contracts for professional services.
   (6) Contracts to operate refreshments concessions in public parks, or to provide food services to educational institutions.
   (7) Contracts with non-profit institutions.

INVOICING

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

Department of Land and Natural Resources
Division of Forestry and Wildlife
1151 Punchbowl St. Room 325
Attention: Sheri S. Mann

Invoices shall reference the contract number assigned to this contract and shall be signed and dated by the State's DOFAW representative, verifying accomplishment completed.

A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract. In addition to the tax clearance certificate, 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. Select "Forms for Vendors/Contractors" from the Chapter 103D, HRS, pop-up menu.

PAYMENT SCHEDULE

Contractor may receive compensation, with billing not to exceed monthly. Payments shall be made for completion of monthly Kaulunani Program Management after acceptance by the State's DOFAW representative, not to exceed monthly billing, up to 100% of the total estimated contract. The total payment shall not exceed the cost of the total approved bid.

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or performance of the services to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State

will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS.

The State will not recognize any requirements 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.

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.

DOCUMENTS SUBMITTAL FOR FINAL PAYMENT

The following document shall be submitted for all contracts and/or purchase orders resulting from this bid in order for the State to process final payment: Guarantee of workmanship, equipment, etc., as designated in the Special Provisions.

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, as to road condition or additional reason to service, 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.

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 letter(s), if any, resulting from this solicitation shall be posted on the bulletin board in room 325 1151 Punchbowl St. Honolulu, HI 96822.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Chair of the Department of Land and Natural Resources, 1151 Punchbowl Street, Honolulu, Hawaii 96813 or P. O. Box 621, Honolulu, Hawaii 96810-0119.

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 DOFAW project representative, 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 subcontractor(s) 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.

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