



Department of Agriculture

STATE OF HAWAII

- Title:** Pilot Project to Grow Rice as a Buffer to Protect Against Nene Crop Damage
- Agency:** Hawaii Department of Agriculture (HDOA)
Agricultural Development Division
Market Development Branch
- Action:** Announcement of Request for Proposals (RFP-17-04-MDB) for a pilot project to grow rice as a buffer to protect against nene crop damage

Description:

The Supplemental Appropriations Act of 2016 (Act 124, SLH 2016) appropriated funds for the fiscal year beginning July 1, 2016 and ending June 30, 2017, to the Agricultural Development and Food Security Special Fund, section 141-10, Hawaii Revised Statutes. Allowable uses of this fund include activities intended to increase agricultural production or processing that may lead to reduced importation of food, fodder, or feed from outside the State.

The 2007 Census of Agriculture, published by the National Agricultural Statistics Service, reported Kauai County produced 3.8 million pounds of taro on 69 farms totaling 301 acres. The 2012 Census of Agriculture reported production at 1.5 million pounds of taro on 39 farms totaling 152 acres. These statistics represent a 67 percent decrease in production, a 44 percent decrease in number of farms and a 49 percent decrease in total taro acreage for Kauai County in a five-year period. While these decreases could be attributed to leaf blight, invasive insects such as the apple snail, and flooding, the Kauai Taro Growers Association is convinced the crop damage is mostly due to the nene, the Hawaiian Goose, feeding on the taro. The issue is complicated by the importance of the nene, an endangered species, the cultural significance of the taro plant as a symbol and staple for the Native Hawaiians, and the viability of taro as a revenue crop for farmers.

The goal of RFP-17-04-MDB is to solicit proposals for a pilot project to grow rice as a buffer to protect against nene (Hawaiian geese) crop damage, as provided in Act 124, SLH 2016. The project will be entitled NENEPILOT17.

To achieve this goal, the HDOA announces the availability of up to **\$500,000** for one project as described above.

The closing date and time for receipt of proposals under this RFP is 12:00 p.m. noon on Wednesday, November 23, 2016. Proposals received after this deadline will not be processed by staff or reviewed by the evaluation committee.

Applicants must submit their proposals electronically in MS word format with all attachments via email to hdoa.addrfp@hawaii.gov. In addition to submitting proposals in electronic form, applicants may also, but not in lieu of, send a completed proposal with all attachments in hard copy to the address below. All proposals must be received by **12:00 p.m. noon on Wednesday, November 23, 2016**, as evidenced by the HDOA time clock.

Hawaii Department of Agriculture (HDOA)
NENEPILOT17
Market Development Branch
1428 South King Street
Honolulu, HI 96814-2512

Receipt of proposals will be acknowledged by email, whenever practical.

Contact Information:

The contact person for this Request for Proposals (RFP) is Micah Munekata, telephone number (808) 973-9552 or email micah.k.munekata@hawaii.gov for more information.

Bid security is not required for this RFP.

Eligible Offerors:

Proposals are encouraged from eligible Hawaii non-profit and for-profit entities with experience in the issues relating to protecting nene, producing taro and implementing innovative methods to use crops, in this case, rice, to attract birds, and will be limited to one proposal per entity.

Responsibility of Offerors:

Offeror is advised that in order to be awarded a contract under this solicitation, offeror will be required to be compliant with all laws governing entities doing business in the State including the following chapters and pursuant to HRS §103D-310(c):

1. Chapter 237, General Excise Tax Law;
2. Chapter 383, Hawaii Employment Security Law;
3. Chapter 386, Worker's Compensation Law;
4. Chapter 392, Temporary Disability Insurance;
5. Chapter 393, Prepaid Health Care Act; and
6. §103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

Offerors may collectively apply for certification of compliance with all of the above on Hawaii Compliance Express (HCE).

Hawaii Compliance Express. HCE is an electronic system that 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. The annual registration fee paid to the Hawaii Information Consortium, LLC is \$12.00.

Timely Registration on HCE -- Vendors/contractors/service providers are encouraged to register on HCE as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offeror will not receive the award.

Final Payment Requirements. Contractors are required to submit a tax clearance certificate for final payment on the contract. A Certificate of Vendor Compliance, not over two months old, will be acceptable for final payment on the contract.

Project Overview:

The purpose of the pilot project is to grow rice as a buffer to protect against nene crop damage and should be completed in 36 months.

Priority will be given to proposals that offer quantifiable metrics:

- To demonstrate how the pilot project will gauge if the nene are attracted away from the taro fields to the rice fields. This can be the number of nene causing crop damage prior to the project, at designated time periods during the project, and the actions taken if the numbers decrease, remain the same or increase, for example.
- To demonstrate how the pilot project will maximize the potential for rice to be the preferred food for the nene.
- To measure the increase in taro production during the period of the pilot project.
- To show how the project can be used as a model for farms with similar issues statewide.

Priority will be given to offerors that have previous or current working relationship with Hawaii farmers, have experience with the issues, and can demonstrate knowledge of Hawaii agriculture statewide.

Project Oversight:

HDOA’s Market Development Branch (MDB) will directly oversee the planning and implementation of the project and will monitor the performance of all project activities and ensure that work is completed within the required timeline and in compliance with all program regulations.

Restrictions and Limitations of NENEPILOT17 Funds:

- Political and lobbying activities are not allowed;
- Capital expenditures for general purpose equipment, buildings, and land are not allowed as direct or indirect charges;
- Capital expenditures for special purpose equipment over \$5,000 need prior approval;

- Rental costs of buildings and equipment are allowable; and
- Any activities prohibited in the State Procurement Code, Chapter 103D, HRS, are not allowed.

Proposal Guidelines:

A complete proposal must show how NENEPILOT17 funds will be utilized to grow rice as a buffer to protect against nene crop damage.

1. Proposals should be typed, single spaced, 12 pitch, black Calibri font, and with one inch margins.
2. Each page should be numbered, with offeror's name on the header.
3. The recommended page limit for each project proposal is eight pages.
4. The proposal packet can include documentation showing that the offeror is **Compliant** <http://vendors.ehawaii.gov/hce/splash/welcome.html>.
5. Include the Contact and Title page (page 12 on this RFP) and signed Endorsement Statement (page 11 on this RFP).

Any and all costs incurred by an offeror in preparing or submitting a proposal shall be the offeror's sole responsibility whether or not any award results from this RFP. The State will not reimburse such costs.

Before submitting a proposal, each offeror must thoroughly and carefully examine this RFP, any attachment, addendum, and other relevant document, to ensure that offeror understands the requirements of the RFP. Offeror must also become familiar with all state, local, and federal laws, rules, regulations, and ordinances that may in any manner affect cost, progress, or performance of the work under this RFP.

Proposal Format:

The application shall include the following:

1. Contact Information
 - Name and Title:
 - Company (non-profit or for-profit entity, and exact legal name as registered with the Hawaii Department of Commerce and Consumer Affairs):
 - Address:
 - Phone:
 - E-mail:
 - Web Address:
2. Project Title and Abstract
 - Title of project:
 - Start and complete dates:
3. Experience and Qualifications
 - Describe your experience related to this project.
 - Demonstrate your qualifications for this project.

4. Work Plan/Project Oversight/Project Commitment

- Describe the project including who will do the work, the persons' qualifications, and timelines for each activity.
- Describe who will oversee the project activities.
- Describe how all partners are committed to working toward the project goals.

5. Expected Quantifiable/Measurable Outcomes

- Quantifiable/Measurable outcomes which demonstrate that the project will meet the goals of the proposal.

6. Budget Narrative

Provide sufficient information in paragraph text about the budget categories listed for the project to demonstrate that funds will be expended on eligible activities that meet the purpose of the project.

If the categories are included in the budget, the narrative should describe:

- Personnel
 - Provide name and service being provided;
 - Include that this cost is based on a flat fee or an hourly rate.
- Travel
 - Destination, purpose of trip, number of people traveling, number of days traveling, estimated airfare costs, estimated ground transportation costs, estimated lodging and meal costs, estimated mileage costs, total.
- Equipment – one-year useful life and cost of \$5,000 or more
 - Provide an itemized list of rentals or purchases;
 - Provide a brief narrative on the intended use;
 - Provide the cost.
- Supplies – cost under \$5,000
 - Provide an itemized list;
 - Estimate the dollar amount for each item.
- Contractual
 - Project manager fee, rental contracts, etc. can be shown in this category stated as a flat fee or as an hourly rate;
 - Provide a short description of the services each contract covers;
 - When possible, break out the specific costs associated with the contract;
 - Include the flat rate fee or the total hourly rate fee for each contract;
 - No work shall be subcontracted without prior written approval of the HDOA. If subcontractor(s) will be used, include a statement from each subcontractor, signed by an individual authorized to legally bind the subcontractor, stating the description of services to be performed by the subcontractor and the subcontractor's willingness to perform for the offeror.
- Other – provide description and costs
- Total

Budget Table

Item/Activity	NENEPILOT17 funds	In-kind match (if applicable)	Comments
Personnel			
Travel			
Equipment			
Supplies			
Contractual			
Other - specify			
TOTAL			

Items included in the Budget should be included in the work plan to show where the expense will be utilized.

7. References

- A list of references that may be contacted by the HDOA as to the offeror’s past and current job performance. Include names, titles, organizations, telephone numbers, emails, and postal addresses.

8. Endorsement Statement (page 11 of the RFP)

- Include endorsement statement in application and sign.

9. Adverse Actions

- A summary listing of judgments or pending lawsuits or actions against offeror, adverse contract actions, including terminations, suspensions, imposition of penalties, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations. If none, so state.

Evaluation Review Process:

Each proposal will be evaluated by an evaluation committee to determine that it meets the requirements of the RFP. Proposals will be evaluated strictly on a merit basis according to the following criteria. The total number of points used to score a proposal is 100.

- Experience and qualifications 25 points
- Work plan (activities necessary) and project oversight 25 points
- Quantifiable Metrics 30 points
- Budget 20 points

Proposals will be evaluated by members of the evaluation committee. A numerical score sheet shall be used for all proposals by each member of the evaluation committee. For each proposal, members will assign a point value and after all members have evaluated and scored each of the proposals, the scores for the entire committee will be averaged to determine a proposal’s final score. Award will be made by the Chairperson, Board of Agriculture, to the responsive and responsible offeror whose proposal is determined to be the most advantageous to the State.

Refer to Hawaii Administrative Rules (HAR) chapter 3-122 and Hawaii Revised Statutes (HRS) chapter 103D for further information regarding the selection process and procurement via competitive sealed proposals.

Contractual Terms and Conditions:

Offerors awarded funds will contract with the Hawaii Department of Agriculture (HDOA) as an independent contractor, and shall agree to comply with all terms and conditions set forth in AG-008 103D General Conditions, issued by the Department of the Attorney General. To view a full copy of the General Conditions, please go to:

<http://www4.hawaii.gov/StateFormsFiles/ag008.doc>

The RFP and the successful offeror's proposal may become part of the contract. All proposals shall become the property of the State.

No work is to be undertaken by an offeror awarded a contract prior to the official commencement date in the contract. The State shall not be liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the offeror prior to the official commencement date.

Certificate of Insurance:

Prior to the contract start date, the Contractor shall procure and maintain at its sole expense insurance coverage acceptable to the State throughout the term of the Contract. The Offeror shall provide proof of insurance for the following minimum insurance coverage(s) and limit(s) in order to be awarded a contract. The type of insurance coverage is listed as follows:

Commercial general liability insurance coverage against claims for bodily injury and property damage arising out of all operations, activities or contractual liability by the Contractor, its employees and subcontractors during the term of the Contract. This insurance shall include the following coverage and limits specified or required by any applicable law: bodily injury and property damage coverage with a minimum of \$1,000,000 per occurrence; with an aggregated limit of \$2,000,000. The commercial general liability policy shall be written on an occurrence basis and the policy shall provide legal defense costs and expenses in addition to the limits of liability stated above. The Contractor shall be responsible for payment of any deductible applicable to this policy.

Automobile liability insurance covering owned, non-owned, leased, and hired vehicles with a minimum of \$1,000,000 for bodily injury for each person, \$1,000,000 for bodily injury for each accident, and \$1,000,000 for property damage for each accident.

Appropriate levels of per occurrence insurance coverage for workers' compensation and any other insurance coverage required by Federal or State law.

The Contractor shall deposit with the State, before the contract start date, certificate(s) of insurance necessary to satisfy the State that these provisions have been complied with, and shall

keep such insurance in effect and provide the certificate(s) of insurance to the State during the entire term of the Contract. Upon request by the State, the Contractor shall furnish a copy of the policy or policies.

The State shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of the State, the insurance provisions in the Contract do not provide adequate protection, the State may request that Contractor obtain additional insurance sufficient in coverage, form, and amount to provide the protection required. The request shall be reasonable but shall be designed to assure protection from and against the kind and extent of the risks involved. If the Contractor is unable to provide the additional coverage as requested, the State reserves the right to terminate the Contract with prior written notice.

The insurance policy required by the Contract 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 Agriculture, 1428 South King Street, Honolulu, HI 96814-2512."
- (2) "The State of Hawaii, its departments, attached agencies, officers, employees, and agents are added as additional insured with respect 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."

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

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of the 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 the Contract.

Contract Reports:

Successful offeror(s) will be required to credit the HDOA in any presentation, materials, or property rights resulting from this funding. Additionally, successful offeror(s) must submit progress and financial reports periodically upon request and submit a final project and a financial report no later than 45 days from completion of the project. The HDOA will withhold 20 percent of the awarded funds until a final report is submitted, reviewed and approved.

Contract Term:

The term of the contract shall be from the effective date of the contract to the end of the project period, unless an extension is granted in accordance with the AG-008 103D General Conditions, paragraph 19, Modifications of Contract, or other applicable provision.

Pre-Proposal Conferences:

No pre-proposal conferences are scheduled for this RFP.

Priority-listed Offerors:

In accordance with Hawaii Administrative Rules (HAR) §3-122-53, discussions may be conducted with “priority listed offerors”, however, the HDOA may accept proposals without discussion.

Acknowledgement of Proposals:

Receipt of proposals will be acknowledged to the respective offeror by e-mail, whenever practical. Therefore, offerors shall provide an e-mail address in the proposal. There will be no acknowledgment of late, incomplete and unqualified proposals.

Confidentiality:

The names of offerors, the names of individuals identified in the proposals, the content of proposals, and the committee evaluations of proposals will be kept confidential during the evaluation process, except to those involved in the evaluation and award process. Upon posting of award, all proposals both successful and unsuccessful, the contract, and the contract file shall be available for public inspection. Offerors shall designate in writing any portion of their proposal that contains trade secrets or any other proprietary data that are to remain confidential. In accordance with HAR §3-122-58, such information shall be marked and readily separable from the rest of the proposal, in order to facilitate public access to the non-confidential portion of the proposal.

Right to a Debriefing:

Pursuant to HAR §3-122-60, non-selected offerors may request a debriefing to inform them of the basis for the contract award.

A written request for debriefing shall be made within three (3) working days after the posting of the award of the contract. The procurement officer or designee shall hold the debriefing within seven (7) working days to the extent practicable from the receipt date of the written request.

A protest by the requestor submitted pursuant to HRS §103D-303(h) following a debriefing, shall be filed within five (5) working days.

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; and further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

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

Any protest pursuant to HRS §103D-701 and HAR §3-126-3, shall be submitted in writing to:
Chairperson, Board of Agriculture
1428 South King Street
Honolulu, HI 96814-2512

The HDOA reserves the right to cancel this solicitation and reject any or all proposals received; request additional information on project proposals; recommend partial funding for proposals, and link the release of project funds to completion of necessary, timely progress reports. All funding is subject to the availability and receipt of NENEPILOT17 funds.

Endorsement Statement:

Please include the following language below in your application and sign off:

I certify that the information provided is true and correct to the best of my knowledge. If awarded a contract under this solicitation, I agree the organization will assume sole responsibility of any and all debts or liabilities that may be incurred from this project; and will provide the required documentation to HDOA upon request. I understand that if this proposal is funded, I will be required to sign a contract agreement and other necessary documentation containing terms and conditions upon which NENEPILOT17 funds will be released.

Signature

Date

Title

**CONTACT AND TITLE PAGE
PILOT PROJECT TO GROW RICE AS A BUFFER
TO PROTECT AGAINST NENE CROP DAMAGE (NENEPILOT17)**

Title of Project:

Amount Requested: _____

Start and End Date of the project: Start _____ End _____

Time of Performance (i.e. number of months) _____

Applicant and Alternate Contact Information:

Primary contact:

Name and Title:

Alternate contact:

Name and Title:

Business Entity:

Business Entity:

Address:

Address:

Phone:

Phone:

E-mail:

E-mail:

Web Address:

Web Address:

State tax ID _____

Federal Tax ID _____

Project Partners (Name and Title):

<p>Name – MUST be as shown on the Hawaii Compliance Express certificate <u>or</u> as recorded for legal purposes such as tax identification, DCCA, DLIR</p> <p>Title – indicate if title authorizes signing on behalf of the Business Entity</p> <p>Business Entity – i.e. corporation, partnership, joint venture, sole proprietorship or other legal form as shown on legal documents</p> <p>Address – official address of the business entity as shown on legal documents; nine-digit zip code</p>
