



Hawaii Department of Agriculture

Plant Industry Division
Pesticides Branch

RELEASE DATE: 01/25/23

REQUEST FOR PROPOSALS
No. PDP-A2XW-23

SEALED PROPOSALS FOR PROVIDING DISPOSAL SERVICES FOR CANCELED,
SUSPENDED, UNWANTED, AND UNLABELED PESTICIDES FROM AGRICULTURAL,
LICENSED PEST CONTROL OPERATORS, LANDSCAPE PROFESSIONALS AND
OTHER COMMERCIAL USERS OF PESTICIDES

STATE OF HAWAII
DEPARTMENT OF AGRICULTURE

WILL BE RECEIVED UP TO
MARCH 15, 2023, 4:00pm Hawai'i Standard Time ("HST"),
AT THE HAWAII DEPARTMENT OF AGRICULTURE, PESTICIDES BRANCH, 1428
SOUTH KING STREET, HONOLULU, HAWAII 96814. DIRECT QUESTIONS RELATING
TO THIS SOLICITATION TO ADAM WILLIAMS, TELEPHONE (808) 973-9408,
FACSIMILE (808) 973-9418 OR E-MAIL AT hdoa.pdp@hawaii.gov.

Adam Williams
Project Manager

State of Hawaii Department of Agriculture
Name of Agency

Note: The HDOA shall not be responsible for incomplete proposals submitted as a result of missing addenda, attachments or other information regarding this RFP.

PROPOSAL MAIL-IN AND DELIVERY INFORMATION SHEET

NUMBER OF COPIES TO BE SUBMITTED:

One (1) original proposal and attachments, marked “ORIGINAL”
AND
Three (3) copies of the proposal and attachments, each marked “COPY”
AND
One (1) electronic copy of the proposal and attachments in Portable Document Format (PDF) sent by e-mail to hdoa.pdp@hawaii.gov c/o Adam Williams – clearly identifying the RFP NUMBER and the APPLICANT in the name of each attachment

All mail-ins must be received by the Hawaii Department of Agriculture no later than 4:00 p.m., HST, 03/15/23.

All Mail-ins

Hawaii Department of Agriculture
Pesticides Branch
c/o Adam Williams
1428 South King Street
Honolulu, Hawaii 96814

HDOA RFP PROJECT MANAGER

Adam Williams
(808) 973-9408
hdoa.pdp@hawaii.gov

ALL HAND DELIVERIES SHALL BE ACCEPTED AT THE HAWAII DEPARTMENT OF AGRICULTURE UNTIL **4:00 p.m., HST, 03/15/23**. Deliveries by private mail services such as FedEx shall be considered hand deliveries. Hand deliveries received after **4:00 p.m., HST, 03/15/23**, will result in disqualification of the proposal. Disqualified proposals will not be returned and will be destroyed.

Drop-off Site

Department of Agriculture
Pesticides Branch
c/o Adam Williams
1428 South King Street
Honolulu, Hawaii 96814

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SECTION ONE

TERMS AND ACRONYMS, INTRODUCTION, DATES

1.1 TERMS AND ACRONYMS

The following terms and acronyms are used throughout this proposal and shall have the following meanings unless the context clearly indicates otherwise. These terms and acronyms shall apply to this Request For Proposal (“RFP”) and any contract or amendment entered by the parties as a result of this RFP.

AMENDMENT	=	Amends, changes, extends, modifies or revises the Contract or any part of this RFP
BAFO	=	Best and Final Offer
CAPABILITY	=	Capability at the time of award of contract
CD	=	Certificate(s) of Disposal/Destruction
CFR	=	Code of Federal Regulations
CONTRACT	=	Final written agreement signed and dated by the HDOA and the offeror(s) selected for an award as a result of this RFP, and includes the RFP and all attachments, the proposal(s) of any offeror(s) selected for an award, any appendices, final proposal, amendments to the proposal, schedules, or special provisions incorporated into the contract
CONTRACTING ENTITY	=	An agency or organization that is under an agreement with the HDOA
CSUU	=	Canceled, suspended, unwanted, unlabeled pesticides and pesticidal wastes
DAGS	=	Department of Accounting and General Services
DCCA	=	Department of Commerce and Consumer Affairs
DOH	=	Department of Health
EFFECTIVE DATE	=	The date HDOA's duly authorized designee signs and dates the Contract
EIN	=	Employer Identification Number
EPA	=	Environmental Protection Agency
FIFRA	=	Federal Insecticide, Fungicide, and Rodenticide Act
GET	=	General Excise Tax
GP	=	General Provisions
GTC	=	General Terms and Conditions issued by the Department of Attorney General

HANDS	=	Hawaii Awards & Notices Data System
HAR	=	Hawaii Administrative Rules
HASP	=	Health and Safety Plan
HCE	=	Hawaii Compliance Express. An electronic system that provides vendors, contractors and service providers doing business with state or county agencies to quickly and easily document that they are compliant with applicable laws.
HDOA	=	Hawaii Department of Agriculture, located at 1428 South King Street, Honolulu, Hawaii 96814
HRS	=	Hawaii Revised Statutes
HST	=	Hawaii Standard Time
MRF	=	Materials Recovery Facility
MSB	=	Hawaii Department of Agriculture, Quality Assurance Division, Measurement Standards Branch
NOIR	=	Notice of Intent to Respond
OFFER	=	The offerors competitive sealed proposal in response to the solicitation for the State of Hawaii's Pesticide Disposal Program
OFFEROR	=	Any individual, partnership, firm, corporation, joint venture, vendor, or other entity interested in submitting a proposal directly or through a duly authorized representative or agent for the subject procurement. The offeror is seeking to be selected for an award and entering into a Contract to complete the Scope of Work described in this RFP.
OSHA	=	Occupational, Safety and Health Administration
P-Card	=	State's authorized Procurement Card for purchases of less than \$5,000.
PCO	=	Licensed Pest Control Operator
PDP	=	Pesticide Disposal Program
PPE	=	Personal Protective Equipment
PRIORITY-LISTED OFFERORS	=	Responsible offerors whose proposals are deemed acceptable or potentially acceptable are eligible
PROCUREMENT OFFICER	=	The contracting official for the State of Hawaii Department of Agriculture responsible for invoicing and payment under the Contract
PROJECT MANAGER	=	The designated individual with the responsibility for and authority to accomplish RFP objectives for the development, production, and fulfillment of the PDP operational needs for monitoring the

		overall progress of the Scope of Work required by the Contract
PROPOSAL EVALUATION COMMITTEE	=	A committee consisting of three (3) or more State employees or subject matter expert, selected to assist with the RFP evaluation process by reviewing, evaluating and scoring proposals
RCRA	=	Resource Conservation and Recovery Act
RESPONSIBLE OFFEROR	=	Offeror who submits a responsive proposal and has the capacity in all respects to fully perform the contract requirements, with integrity and reliability which will assure good faith performance
RESPONSIVE PROPOSAL	=	A proposal that substantially complies with all material provisions of this RFP, inclusive of adhering to all required State and Federal regulations, required insurance coverage limits, fiscal responsibilities, contract conditions, and reporting requirements
SHWB	=	Hawaii Department of Health, Solid and Hazardous Waste Branch
SIC	=	Standard Industrial Classification
SME	=	Subject Matter Expert
SOW	=	Scope of Work. The deliverables, services and work set out and defined in the contract and described in Section Two of this RFP, as well as, Attachment 3.
SPP	=	Spill Prevention Plan
STATE	=	State of Hawaii, including its departments, agencies, and political subdivisions.
TSDF	=	Treatment, storage, and disposal facility
WARRANTY	=	A written agreement or assurance of the quality of or of the length of use to be expected from equipment, material, device, or system offered, or work performed.

1.2 BACKGROUND

The Hawaii Department of Agriculture (“HDOA”) Pesticides Branch regulates the manufacture, sale, distribution, use and other activities related to the safe and effective utilization of pesticides in Hawaii.

In 1995, the Environmental Protection Agency (“EPA”) adopted the "Universal Waste Rule", which amended the hazardous waste regulations found in Title 40 of the Code of Federal Regulations (“40 CFR”) Part 9, 260-266, 268, 270, and 273.

In 1996, the pesticides use revolving fund (consisting of pesticides licensing and training fees) was established to provide services for pesticide users.

In 1999 the State of Hawaii adopted the "Universal Waste Rule" through Hawaii Administrative Rules (“HAR”) Title 11, Chapters 260-273; which covered stocks of unused pesticides, collected and managed as part of a waste pesticides collection program. Under this rule, handlers of universal waste must comply with the requirements of 40 CFR Part 273 and HAR §11-273.

The 2006 Legislature passed Senate Concurrent Resolution 159, S.D. 1, H.D. 1, which had three components:

- A. The HDOA was requested to establish a pesticide disposal program to provide an available, affordable, and environmentally accessible mechanism by which any farmer in the State can properly dispose of canceled, suspended, unwanted, and unlabeled (“CSUU”) pesticides;
- B. The HDOA was requested to secure adequate funding, including Federal or State sources to support this effort; and,
- C. The Pesticides Advisory Committee (“PAC”) was requested to study the establishment of the proposed disposal program in consultation with a representative from each county and a representative from the pesticide industry and submit a report of its findings and recommendations to the Legislature no later than 20 days prior to the convening of the Regular Session of 2007.

The PAC met and discussed the pesticide waste disposal program, developed an overall plan, a survey document, the pilot project framework, and developed and submitted a report to the 2007 Legislature.

The PAC also drafted suggested proposal specifications that were to provide a framework for a pesticide disposal assistance program that would be available, affordable, and environmentally acceptable for the community.

The HDOA last collected pesticide wastes in Hawaii with public funding (Federal and State sources) from subsistence farmers and households in 2008. Since that time, the State has emphasized planning and compliance with Hawaii’s pesticide laws to minimize pesticide wastes.

In some situations, planning and compliance alone were insufficient to address pesticide waste problems. For example, a farmer may have decided to discontinue conducting business; resulting in pesticides remaining in storage. For businesses, a change of manager or certified applicator may mean that the pesticides preferred by one applicator were not the pesticides of choice of the new applicator. Many of these farmers and businesses were small and did not have the necessary expertise or initiative to handle CSUU pesticides in a legal and environmentally responsible manner.

1.3 INTRODUCTION

The HDOA is issuing this RFP, in response to the 2006 Senate Concurrent Resolution 159, S.D.1, H.D.1, requesting that the HDOA establish a pesticide disposal program to provide an available, affordable, and environmentally accessible mechanism for the proper disposal of CSUU pesticides.

This RFP will define and describe proposal requirements, seek proposals, and outline the HDOA's process for evaluating proposals to execute the pesticide collection event for the State of Hawaii, with the initial disposal event held on the island of Oahu only, and future events to be held on the outer islands at a date yet to be determined.

Through this RFP, the HDOA seeks to procure necessary goods and services at the most favorable, competitive prices and to give all qualified businesses, including those that are owned by minorities, women, veterans, and small business enterprises, an opportunity to do business with the State of Hawaii as offerors or sub-offerors.

This proposal seeks qualified offerors to provide hazardous waste management services, including, but not limited to: the planning, collecting, preparing, packaging, transporting, recycling, storing, treating and/or disposing of CSUU pesticides collected through HDOA's Pesticide Disposal Program ("PDP"), in compliance with all applicable laws and regulations and in a manner that is beneficial to the communities and environment.

Offerors should have experience with the following, but not limited to, developing a site work plan; designing a health and safety plan; properly collecting, packaging, and transporting pesticide waste at collection events; properly treating, storing, and disposing of pesticide waste at appropriate facilities; recording and maintaining records of pesticide waste and containers collected; screening and identifying unknown pesticide products; classifying pesticide waste; and, developing emergency action plans.

This RFP is issued pursuant to Subchapter 6 of HAR §3-122, implementing Hawai'i Revised Statutes ("HRS") §103D-303. Any changes to this RFP will be made by addendum and distributed to offerors who submit to the project manager a signed Notice of Intent to Respond ("NOIR").

1.4 CANCELLATION

The HDOA reserves the right, at its sole discretion, to cancel this RFP and to reject or cancel any and all proposals in whole or in part, at any time prior to the time a contract is fully executed, without liability to the HDOA, when it is determined to be in the best interest of the HDOA. The reasons for the rejection or cancellation shall be made part of the procurement file.

The HDOA shall not be liable for any costs, expenses, loss of profits or damages whatsoever, incurred by the offeror in the event this RFP is cancelled, or a proposal is rejected. The HDOA reserves the right to cancel and reissue this RFP in accordance with applicable State laws and regulations.

1.5 PURPOSE OF THE REQUEST FOR PROPOSAL

The HDOA is issuing this RFP for the purpose of awarding a contract to provide services for the State of Hawaii's PDP. Those services include, but not limited to:

- A. Providing hazardous waste management services for the safe and successful collection, packaging, storage, transportation, and lawful disposal of CSUU pesticides which comply with EPA's Universal Waste Rule. Only pesticides and pesticidal wastes covered by the Universal Waste Rule will be eligible for collection under Hawaii's PDP.
 1. The requirements of the Universal Waste Rule are found in 40 CFR, Parts 9, 260, 261, 262, 264, 265, 266, 270, and 273, as adopted by the Hawaii Department of Health in HAR §11-260 through 273.
 2. Any award will result in a contract for the scope of work ("SOW") or services for use by the HDOA.
 3. The Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA") defined a pesticide as any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest.
 4. The term pesticide applies to herbicides, fungicides, insecticides, etc., used to control pests; any substance or mixture of substances intended for use as a plant regulator, defoliant, or desiccant; or, use as a nitrogen stabilizer.
- B. Protecting the citizens of the State of Hawaii through responsible environmental stewardship by providing a safe and proper disposal mechanism for CSUU pesticides, through economical means without endangerment to humans, animals, and the environment. The safety of all parties involved and the environment is paramount.
- C. Promoting a safer and cleaner Hawaii environment by reducing the amount of pesticides which could potentially contaminate drinking water, groundwater, streams, rivers, and land across the state.

- D. Providing an available, affordable, and environmentally acceptable pesticide disposal mechanism for members of the regulated community (i.e., farmers, landscape professionals).

1.6 NOTICE OF INTENT TO RESPOND

Prospective offerors must submit to the project manager a signed NOIR (see Attachment 1) stating that the offeror will comply with the requirements, provisions, terms and conditions specified in this RFP.

The NOIR is a prerequisite for submitting a proposal and necessary to ensure receipt of any RFP amendments or other notices and communications related to this RFP and must be signed by an individual authorized to legally bind the offeror.

The NOIR must be submitted on Attachment 1 before the deadline specified in the RFP Schedule and Significant Dates (Section 1.7). The NOIR must include the following information:

- A. Exact legal name of the business as registered with the Department of Commerce and Consumer Affairs (“DCCA”), if applicable;
- B. Contact person’s name and title, mailing address, telephone number, facsimile number, and e-mail address; and,
- C. Confirmation that the prospective offeror will comply with the requirements, provisions, terms, and conditions specified in this RFP.

If sub-offeror(s) will be used, each sub-offeror must submit a statement (see Attachment 2 - Sub-offeror Statement to the Notice of Intent to Respond) with the offeror’s NOIR, signed by an individual authorized to legally bind the sub-offeror and stating:

- A. The general scope of work to be performed by the sub-offeror; and,
- B. The sub-offeror’s willingness to perform the task(s).

The HDOA reserves the right, at its sole discretion, to determine the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, internet posting, or any other means deemed reasonable by the HDOA.

1.7 SCHEDULE AND SIGNIFICANT DATES

The schedule and significant dates represents the HDOA’s best estimate of the schedule that will be followed. All times indicated are Hawaii Standard Time (“HST”). If a component of this schedule, such as “Proposals Submission Deadline” date is delayed, the rest of the schedule will likely be shifted by the same number of days.

The HDOA reserves the right, at its sole discretion, to adjust the RFP Schedule and Significant Dates as it deems necessary. Any adjustment of the RFP Schedule and Significant

Dates shall constitute an RFP amendment; the HDOA shall only communicate such to prospective offerors from whom the HDOA has received a NOIR (refer to Attachment 1).

The approximate schedule is as follows:

Schedule and Significant Dates	
Publication of the RFP in the Hawaii Electronic Procurement System (“HePS”) at https://hiepro.ehawaii.gov/welcome.html	January 25, 2023
Deadline to submit written Notice of Intent to Respond	February 01, 2023, 4:00pm HST
Written Questions and Comments deadline	February 08, 2023, 4:00pm HST
State's Response to Written Questions and Comments	February 15, 2023
Pre-Proposal Conference	February 28, 2023
Proposals Submission Deadline	March 15, 2023, 4:00pm HST
Proposals Opened	March 16, 2023
Proposal Evaluation Guide and Cost Proposal Evaluation and Scoring	March 16-22, 2023
Discussion with priority-listed offerors (if necessary)	March 23- March 28, 2023
Deadline to submit best and final offer (if necessary)	March 31, 2023, 4:00pm HST
State Notice of Intent to Award released at https://hands.ehawaii.gov/hands	April 06, 2023
RFP files opened for public inspection	April 06, 2023
State sends draft contract to offeror for review	April 12, 2023
Debriefing written request deadline	April 17, 2023, 4:00pm HST
Approximate performance bond deadline	May – June 2023, 4:00pm HST
Approximate offeror signature deadline	
Debriefing (if necessary)	Post offeror signature
Protest filing deadline	
Approximate contract start date	July - August 2023

1.8 STATEMENT OF LIABILITY

The HDOA will demonstrate reasonable care but shall not be liable in the event of loss, destruction or theft of offeror-owned equipment, software or technical literature to be delivered or to be used in the installation of deliverables. The offeror is required to retain total liability for equipment, software and technical literature. At no time will the HDOA nor the State of Hawaii be responsible for or accept liability for any offeror owned items.

1.9 NONDISCRIMINATION STATEMENT

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a contract pursuant to this RFP or in the employment practices of the offeror on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by Federal or Hawaii state law.

Prospective offerors with a handicap or disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Prospective offerors may contact the project manager to request such reasonable accommodation.

1.10 RFP REQUIRED REVIEW

Before submitting a proposal, each offeror must thoroughly and carefully examine this RFP; as well as, any attachment, addendum, and other relevant documentation, to ensure offeror understands the requirements of the RFP. The offeror must also become familiar with State, local, and Federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work required.

Should the offeror find defects and questionable or objectionable items in the RFP, including questions and requests for clarification, the offeror shall notify the project manager in writing prior to the deadline for written questions and comments stated in the RFP Schedule and Significant Dates, as amended. This will allow the issuance of any necessary corrections and/or amendments to the RFP by addendum, and mitigate reliance on a defective solicitation and exposure of proposal(s) upon which award could not be made.

1.11 PRE-PROPOSAL CONFERENCE

The HDOA will hold a pre-proposal conference on the date specified in the RFP Schedule and Significant Dates. The purpose of the pre-proposal conference is to provide offerors an opportunity for clarification of and briefed on the RFP, to ask any questions, and review item specifications. The physical location, online link, and teleconference number will be provided to all prospective offerors who submitted a NOIR.

Offerors should forward all questions to the project manager, via email or postal mail, to ensure adequate time for analysis before the HDOA provides an answer (see the proposal mail-in and delivery information sheet at the beginning of this RFP for the project manager's contact information).

Offerors may also ask questions at the conference and should limit their representation to no more than two individuals per offeror. The pre-proposal conference is for informational purposes only. Any answers furnished during the conference will not be official until they have been verified, in writing, by the HDOA. All questions and written answers shall become an addendum to and become a part of this RFP. The questions and written answers will be conveyed to the prospective offerors from whom the HDOA received a NOIR. Attendance at the pre-proposal conference is optional; however, offerors are **strongly encouraged** to attend to gain a better understanding of the requirements of this RFP.

Offerors are advised that anything discussed at the pre-proposal conference does not change any part of this RFP. All changes and/or clarifications to this RFP shall be done in the form of an addendum.

A summary of the pre-proposal conference, in addition to any changes to the solicitation, shall be issued by addendum. The results of the pre-proposal conference shall be supplied to prospective offerors who submitted a NOIR. Results shall be provided before the deadline for receipt of proposals, allowing for consideration of the summary results and completion of any subsequent proposal changes.

Questions regarding the pre-proposal conference should be addressed to the project manager via email or postal mail. Attendance is voluntary and submission of the proposal shall be evidence that the offeror understands the scope of the project and will comply with these specifications, terms and conditions if awarded the contract.

1.12 QUESTIONS AND ANSWERS PRIOR TO OPENING OF PROPOSALS

Any prospective offeror having questions and comments concerning this RFP must submit them in writing to the project manager no later than the Written Questions and Comments deadline specified in the Schedule and Significant Dates (Section 1.7).

The HDOA will respond to questions through Addenda or Amendments by the date specified in the Schedule and Significant Dates, as amended.

Each prospective offeror must carefully review this RFP, including but not limited to, attachments and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction.

The HDOA reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The HDOA's official, written responses will constitute an amendment of this RFP.

If the offeror has any questions regarding this RFP, it is recommended to submit queries through email to the project manager at hdoa.pdp@hawaii.gov (with the subject line "RFP No. PDP-A2XW-23, PDP Question"), no later than the date indicated on the RFP Schedule and Significant Dates. The offeror shall not attempt to contact the project manager by any other means.

The project manager shall convey answers to the written questions and comments to the prospective offerors from whom the HDOA received a NOIR by the State's Response to Written Questions and Comments deadline stated on the Schedule and Significant Dates.

The offeror who submits a question after the deadline for receipt of written questions and comments indicated on the Schedule and Significant Dates assumes the risk that its proposal will not be responsive nor competitive because the HDOA is unable to respond before the proposal receipt date or in sufficient time for the offeror to prepare a responsive or competitive proposal.

When submitted after the deadline date for receipt of written questions and comments indicated on the RFP Schedule and Significant Dates, the project manager may respond to questions of an administrative nature by directing the questioning offeror to specific provisions in the RFP. To the extent that the HDOA decides to respond to a non-administrative question after the deadline date for receipt of written questions and comments, the answer must be provided to all offerors who submitted a NOIR through an addendum.

All questions and responses are considered as an addendum to, and part of, this RFP. New or revised RFP information will only be provided to prospective offerors who submitted a NOIR. The HDOA shall not be bound by any verbal information nor shall it be bound by any written

information that is not either contained within the RFP or formally issued as an addendum by the HDOA. The HDOA does not consider questions to be a protest of the RFP's specifications.

Protests based on any objection to the RFP shall be considered waived and invalid if the objection has not been brought to the attention of the HDOA, in writing, by the Written Questions and Comments deadline, specified in the Schedule and Significant Dates.

1.13 PROPOSAL DUE DATE

To be considered for selection, hard copies of proposals must arrive at the HDOA on or before the proposal due date and time specified in the RFP Schedule and Significant Dates. The HDOA will **not** accept proposals via email or facsimile transmission. Offerors who send proposals by mail or other delivery service should allow sufficient delivery time to ensure timely receipt of their proposals.

After receipt of the offeror's proposal, the project manager and at least one additional HDOA representative will verify that the proposal was received by the date and time specified in the Schedule and Significant Dates, Section 1.7, or as amended.

If, due to inclement weather, natural disaster, or any other cause, the HDOA office location to which proposals are to be mailed is closed on the proposal due date, the deadline for submission will be automatically extended until the next business day on which the office is open, unless the HDOA otherwise notifies offerors. The hour for submission of proposals shall remain the same; late proposals will be disqualified.

Offerors must assume the risk of the method of delivering any communication or response to the HDOA. The HDOA assumes no responsibility for delays or delivery failures resulting from the offeror's method of delivery. Actual or digital "postmarking" of a communication or response to the HDOA by a specified deadline is not a substitute for the HDOA's actual receipt of a communication or response.

When appropriate, offerors should consult with delivery providers to determine whether the proposal documents will be delivered to the HDOA office street address prior to the scheduled time for proposal submission. Delivery providers (i.e., USPS, FedEx) deliver mail to our street address on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.

Offeror's failure to provide a proposal before the deadline will result in disqualification of the proposal. A late proposal or late modification will not be considered for award and shall be disposed, unopened as soon as practicable. The offeror will receive a letter from the RFP project manager stating the reason for the rejection.

Records of each late proposal, late modification, or late withdrawal and any related correspondences shall be made a part of the appropriate procurement file, except for the late proposal or late modification itself which shall be disposed.

1.14 NEWS RELEASES

Offerors shall not issue news releases, internet postings, advertisements or any other public communications pertaining to this PDP without prior written approval of the HDOA, and then only in coordination with the HDOA.

1.15 RESTRICTION OF CONTACT

From the issue date of this RFP until the HDOA selects a proposal for award, the HDOA is the sole point of contact concerning this RFP (see the Proposal Mail-in and Delivery Information Sheet at the beginning of the RFP for contact information). Any violation of this condition may cause the HDOA to reject the offending offeror's proposal. If the HDOA later discovers that the offeror has engaged in any violations of this condition, the HDOA may reject the offending offeror's proposal or rescind its contract award. Offerors must agree not to distribute any part of their proposal beyond the HDOA.

Unauthorized contact about this RFP with competing offeror personnel, employees, or officials of the State of Hawaii except as detailed in this RFP may result in disqualification from consideration under this procurement process.

1.16 OVERVIEW OF THE RFP PROCESS

This RFP is issued pursuant to Subchapter 6 of HAR §3-122, implementing HRS §103D-303.

The procurement process begins with the issuance of the RFP and the formal response to any written questions or inquiries regarding the RFP. Changes to the RFP will be made only by addendum.

The project manager, along with the proposal evaluation committee, shall evaluate proposals in accordance with the evaluation criteria described in Section 4.

The contents of any proposal shall not be disclosed during the review, evaluation, or discussion. The HDOA will hold all proposal information, including both technical and cost information, in confidence during the evaluation process. Once award notice is posted, all proposals, successful and unsuccessful (excluding disqualified proposals), will become available for public inspection pursuant to section HAR §3-122-58.

By submitting a proposal, the offeror acknowledges and accepts that the proposal's contents and associated documents, except for those described in the offeror's written request for nondisclosure of information, will become open to public inspection in accordance with the laws of the State of Hawaii.

If the offeror believes that any portion of the proposal, specification, protest, or correspondence contains information that should be withheld from disclosure as confidential, then the offeror shall, in writing, inform the project manager named on the Proposal Mail-in and Delivery Information Sheet at the beginning of the RFP, identifying the confidential and/or proprietary

information, and provide justification to support the offeror's confidentiality claim. Price is not considered confidential and will not be withheld.

The offeror shall request, in writing, nondisclosure of information such as designated trade secrets or other proprietary data the offeror considers to be confidential. Such requests for nondisclosure shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

All materials submitted to the HDOA in response to this RFP shall become property of the HDOA and may be returned only at the HDOA's discretion. Selection or rejection of a proposal does not affect this right.

Once awarded, the contract will be posted to the Hawaii Awards & Notices Data System ("HANDS") website at <https://hands.ehawaii.gov/hands/>, within seven (7) days of the contract award and shall remain posted for at least one (1) year. Information to be posted and open to public inspection shall include, but not limited to:

- A. The contract;
- B. The list of offerors;
- C. The dollar amount of the contract;
- D. The name of the HDOA designee(s) making the selection;
- E. Any relationship (if applicable) of the principals to the official making the award;
- F. The proposal evaluation committee's criteria for selection established under section HRS §103D-304(d); and,
- G. The statements of qualifications and related information submitted by the offeror, except those portions for which a written request for confidentiality has been made subject to section HRS §3-122-58.

The project manager, in discussion with the proposal evaluation committee, reserves the right to determine what is in the best interest of the HDOA for purposes of reviewing and evaluating proposals submitted in response to this RFP. The project manager and proposal evaluation committee will conduct a comprehensive, fair and impartial evaluation of proposals received in response to this RFP.

The RFP, any addenda issued, and the successful offeror's proposal shall become a part of the procurement file. All proposals shall become the property of the HDOA.

1.17 RFP AMENDMENT

The HDOA, at its sole discretion may amend this RFP, in writing, at any time prior to contract award. However, prior to any such amendment, the HDOA will consider whether it would negatively impact the ability of prospective offerors to meet the due date and will revise the RFP's Schedule and Significant Dates if deemed appropriate. If an RFP amendment is issued, the HDOA will convey it to offerors who submitted a NOIR.

1.18 HDOA RIGHT OF REJECTION

Subject to applicable laws and regulations, the HDOA reserves the right to reject, at its sole discretion, any and all proposals.

The HDOA may deem as nonresponsive and reject any proposal that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the HDOA reserves the right to waive, at its sole discretion, technicalities in submissions; a technicality is a minor deviation from the requirements of this RFP that does not impact the substantive terms of the RFP and can be considered without a material impact on the RFP process. If uncertain of whether a condition qualifies as a technicality, the offeror may consult with the RFP project manager for clarification.

If the HDOA waives variances in a proposal, such waiver shall not modify the RFP requirements nor excuse the offeror from full compliance, and the HDOA may hold any resulting offeror to strict compliance with this RFP.

1.19 INFORMATION SECURITY REQUIREMENTS

If it is necessary for the HDOA to provide the offeror with HDOA confidential or sensitive information, offeror, along with offeror's agents and employees (i.e., third party contractors or subcontractors) with access to such information shall comply with all applicable State and Federal laws regarding confidentiality, privacy, and security pertaining to personally identifiable information. Offeror represents and warrants that it will take all necessary and appropriate action within its abilities to safeguard sensitive or confidential HDOA information and to protect it from unauthorized disclosure.

1.20 DESTRUCTION OF CONFIDENTIAL OR SENSITIVE INFORMATION

The offeror shall ensure that any HDOA confidential or sensitive information in the offeror's custody is properly destroyed when the information is no longer required to be retained by the HDOA or offeror in accordance with this agreement. Confidential or sensitive information maintained on electronic media must be destroyed no later than sixty (60) calendar days from contract expiration or termination.

1.21 PROJECT MANAGER

For the purposes of this RFP, Mr. Adam Williams, Environmental Health Specialist, or his appointed representative is the designated project manager. Mr. Williams may be reached via telephone: (808) 973-9408, facsimile: (808) 973-9418 or email: hdoa.pdp@hawaii.gov.

SECTION TWO

SCOPE OF WORK

2.1 PURPOSE

The safety of all participants involved and the environment is paramount.

The basic purpose of this RFP is to provide for the collection, packaging, transportation, proper disposal and complete tracking documentation of CSUU pesticides collected for the HDOA's PDP.

The collection event provided under this proposal will occur at a centralized location that is mutually agreeable with the HDOA and the offeror; the location must be approved by the HDOA. The proposed location must not be:

- within any land classified as a conservation district by the state land use commission under HRS §205;
- within a shoreline area as defined in HRS §205A-41;
- within any historic site as designated in the National Register or Hawaii Register, as provided for in the Historic Preservation Act of 1966, Public Law 89-665, or HRS §6E; or,
- within the Waikiki area of Oahu, the boundaries of which are delineated in the land use ordinance as amended, establishing the "Waikiki Special District".

The HDOA cannot guarantee the actual quantities of pesticides that will be collected, it is anticipated that the quantity of pesticides from the collection event may vary from a minimum of 0 pounds to 11,000+ pounds.

Prospective offerors shall provide all labor, supervision, supplies, equipment, and transportation to collect, transport, and arrange for disposition of CSUU pesticides meeting the requirements of the Universal Waste Rule (40 CFR 273.3) in a manner that protects human health and minimizes impacts on the environment. The HDOA will assign at least one (1) Environmental Health Specialist and one (1) Pesticides Branch Inspector (the Environmental Health Specialist and Inspector may be one in the same) to verify inventories, provide oversight during the pesticide collection event, and assist with coordinating onsite activities.

FIFRA defined a pesticide as (1) Any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest; (2) Any substance or mixture of substances intended for use as a plant regulator, defoliant, or desiccant; or, (3) use as a nitrogen stabilizer.

Any substance or mixture of substances that is not intended to prevent, destroy, repel, or mitigate a pest, or to defoliate, desiccate or regulate the growth of plants, is not considered to be a pesticide; unless, a pesticidal claim is made on the label or in connection with the sale and distribution of the product. Pesticides may be of various formulations (i.e., emulsifiable concentrates, granules, baits) that have been or are currently registered for sale and used as pesticides in the State of Hawaii.

The HDOA Pesticides Branch will work with the offeror and industry partners to plan a comprehensive program for the collection, storage, transportation, and disposal of CSUU pesticides that comply with the Universal Waste Rule. HDOA's PDP will consist of the following but not limited to; publicizing the pesticide collection event to members of the regulated community (i.e., farmers, landscape professionals), estimating the types and amounts of pesticides to be collected through registration of likely participants, collecting samples of unknown substances to determine eligibility to participate, and appropriate management, treatment and disposal of CSUU pesticides.

The offeror shall be responsible for the coordination of all services. All services and for whom services are to be provided, shall be in accordance with this RFP; including all attachments and any addenda. To be considered, the offeror's proposal must address all requirements in the SOW (see Attachment 3). In addition, offerors may provide any other information thought to be relevant, but not applicable to the SOW, as an attachment to the offeror's proposal.

The HDOA reserves the right to request additional information which, in the HDOA's opinion, is necessary to assure that the offeror's competence, number of qualified employees, business organizations, and financial resources are adequate to perform according to this RFP.

The HDOA may make investigations as deemed necessary to determine the ability of the offeror to meet the requirements of this RFP, and the offeror must furnish to the HDOA all requested information and data.

The HDOA reserves the right to reject any proposal, in whole or in part, with or without cause if the evidence submitted by, or investigation of, such offeror fails to satisfy the HDOA that such offeror is properly qualified to fulfill the SOW obligations and complete the PDP as specified.

The offeror will work cooperatively with the HDOA staff to complete the scope of all work, services, and provide logistical support as required by this RFP. The offeror shall meet all service and delivery timelines as specified by this RFP, including attachments, and will cooperate with the HDOA to ensure the State receives the most current materials and services for the pesticide collection event.

2.2 EMERGENCY PREPAREDNESS

Pesticide waste collections are not mission-critical to the State of Hawaii. In the event of a terror threat, pandemic, etc., the offeror is not expected to continue work under this contract during this type of emergency. Discussions related to emergency stop-work may be initiated by either the State or the offeror to avert harm or to reduce the severity of harm in the case of an emergency. The offeror will be expected to resume operations under this contract immediately after the emergency is over.

2.3 OFFEROR EXPECTATIONS, HDOA RESPONSIBILITIES

A. OFFEROR EXPECTATIONS

1. The following are the HDOA's expectations for the selected offeror:

- a. Work in a team-based environment fulfilling the contract goal(s).
- b. Work with the HDOA to coordinate event dates and locations that will work best for the participants served, the offeror, and HDOA staff.
- c. Assist with advertising the collection event (if necessary).
- d. Provide a quality product on time and on budget.
- e. Deliver excellent customer service.
- f. Be professional.
- g. Be punctual.
- h. Attend all scheduled meetings.
- i. Document issues and resolutions.
- j. Escalate issues quickly that impact deliverables.
- k. Respond within 48 hours to HDOA communication noted as medium importance and within 24 hours to a communication noted as high importance. High importance requires urgent attention, is of great importance, great significance or very important.
- l. Propose solutions that can result in cost savings.

B. HDOA RESPONSIBILITIES

1. The HDOA shall:
 - a. Have the right to inspect all goods or services provided by the offeror under this RFP. If, upon inspection, the HDOA determines that the goods or services are defective, the HDOA shall notify the offeror, and offeror shall re-deliver the goods or provide the services at no additional cost to the HDOA. If after a period of thirty (30) days following delivery of goods or performance of services the HDOA does not provide a notice of any defects, the goods or services shall be deemed to have been accepted by the HDOA.
 - b. Hold planning and close-out meetings with the offeror.
 - c. Review and comment on the PDP registration form.
 - d. Pay the offeror for disposal of up to 250 pounds of CSUU pesticides per eligible participant, provided the pesticides meet the applicable requirements in 40 CFR Part 273.3. Participants contributing more than 250 pounds may enter into a separate arrangement with the offeror at the payment rates set in this proposal to

provide shipping of CSUU pesticides to appropriate treatment or disposal facilities. Offeror must be willing to issue an invoice to those unable to pay at the time of service.

- e. Notify the offeror thirty (30) days in advance of the collection event.
- f. Reserve the right to distribute informational materials, conduct surveys, and capture documentary photographs/videos at the collection event.
- g. Work with the offeror to coordinate event dates and locations that will work best for the participants served, the offeror, and HDOA staff.
- h. Advertise the collection event through notifications such as direct mailings, newsletters, radio broadcasts, emails, industry partners, and university extension agents.
- i. Be accessible to the offeror for planning and troubleshooting.
- j. Provide staff to help execute collection event tasks by assisting with traffic control, participant questions, event surveys; as well as, reviewing, inspecting, and verifying CSUU collected waste.
- k. Upon completion of the collection event, evaluate the impact and value the PDP provides to the State of Hawaii and the regulated community.
- l. Review the contactor's performance to ensure all requested services are being performed within Federal, State, and local guidelines. Unacceptable performance includes, but is not limited to: improper handling of products, environmental contamination, cancellations, unsafe practices, failure to use proper PPE, and inability to arrive on time.
- m. Conduct and participate in the public procurement process in an ethical manner.
- n. Act as a fiduciary and trustee of public moneys.
- o. Remain independent from any actual or prospective bidder, offeror, or business.
- p. Act only in the public interest.
- q. Abide by the statutes and administrative rules relating to public procurement.
- r. Encourage economic competition by ensuring that all persons are afforded an equal opportunity to compete in a fair and open environment.
- s. Avoid the intent and appearance of unethical behavior.

- t. Avoid social interactions with any actual or prospective bidder, offeror, business, or other interested parties during the procurement process.
- u. Maintain confidentiality in a manner that ensures a fair procurement process.
- v. Remain impartial in dealings with any actual or prospective bidder, offeror, business, or other interested parties.
- w. Identify and eliminate any conflicts of interest.
- x. Reserve the right to conduct a review of any facility that is proposed for use or actually used by the offeror under this contract. Facility reviews may be conducted at any Treatment, Storage, and Disposal Facility (“TSDF”) or Materials Recovery Facility (“MRF”) and includes but is not limited to transfer, consolidation, storage facilities, and transportation companies in which waste will be managed under this contract.
- y. Provide public education material at the collection event that emphasizes pollution prevention, source reduction through alternative, less toxic materials, or reuse and recycling waste.

2.4 FACILITY REVIEW

The HDOA will conduct a facility review and, at its sole discretion, approve or deny the use of any facility where the waste will be transported for consolidation, treatment, storage or disposal. Reviews may include, but are not limited to, regulatory, environmental and financial concerns. Such reviews are to determine whether the facility is designed, constructed, permitted and managed in a manner that minimizes risk to human health and the environment, is consistent with Federal environmental regulations, and limits pollution liability risk for sponsor(s) of the PDP, including the HDOA.

Facility reviews may include but are not limited to an off-site review of the facility’s documentation and/or onsite facility reviews. All facilities that will be used by the offeror to properly handle and dispose of waste approved under this contract are conditionally approved for use and may be rejected at any time by the HDOA based on the facility review process; which may be conducted at any time during the contract term.

If the HDOA rejects a facility under this contract for any reason, the offeror shall have ten (10) business days to either remedy the situation at the facility to the HDOA’s satisfaction, propose an acceptable remedy plan, or offer an alternative facility acceptable to the HDOA, otherwise the offeror may be in breach of contract. Any associated costs related to the remedy of any facility shall be the responsibility of the offeror .

If a facility changes, the offeror shall notify the HDOA in writing within seven (7) calendar days if there has been a change of ownership, significant event or release (spill, fire, flood, explosion, etc.), significant operational change (processes, practices, permits, licensing, etc.), a change to

the regulatory compliance status, change or addition of new waste management methods, or other significant events as determined by the HDOA.

Offeror shall receive prior written approval from the HDOA to add to or delete from the contract any TSDF, MRF, transportation company, final disposal facility or other facility used by the offeror under this contract.

SECTION THREE

PROPOSAL FORMAT AND CONTENT

3.1 PROPOSAL PREPARATION COSTS

Any and all costs incurred by the offeror in preparing or submitting a proposal, participating in the RFP process or in anticipation of award of the contract, shall be the offeror's sole responsibility whether or not any award results from this RFP. The HDOA shall not reimburse such costs nor be liable for paying any costs associated with the preparation, delivery, or presentation of any proposal.

3.2 OFFEROR'S REPRESENTATIONS AND ACKNOWLEDGEMENTS

By submitting its proposal, the offeror understands, represents, and acknowledges that:

- A. All of the information and representations in the proposal are material and important, and the HDOA may rely upon the contents of the proposal in awarding the contract(s). The HDOA shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the proposal submission.
- B. The offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other offeror or prospective offeror, as to any matter relating to such costs for the purpose of restricting competition.
- C. The offeror has not directly nor indirectly disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person, and the offeror shall not disclose any of these items on or before the proposal submission deadline specified in the Schedule and Significant Dates section of this RFP.
- D. The offeror makes its proposal in good faith. The offeror has not encouraged, agreed or discussed nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal for the purpose of restricting competition.
- E. To the best knowledge of the person signing the proposal for the offeror, the offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract.
- F. To the best knowledge of the person signing the proposal for the offeror, the offeror has no outstanding, delinquent obligations to the State of Hawaii or the HDOA including, but not limited to, any state tax liability not being contested on appeal or other obligation of the offeror that is owed to the State of Hawaii.

- G. The offeror is not currently under suspension or debarment by the State of Hawaii, any other state or the Federal government, and if the offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.
- H. Each offeror, by submitting its proposal, authorizes State of Hawaii agencies to release to the State of Hawaii information concerning the offeror's Hawaii taxes, unemployment compensation and workers' compensation liabilities.
- I. Until the selected offeror receives a fully executed and approved written contract from the HDOA, there is no legal and valid contract, in law or in equity, and the offeror shall not begin to perform any work.

3.3 PROPOSAL RESPONSE AND PROHIBITIONS

- A. The HDOA has identified the basic approach to meeting this RFP's requirements, allowing offerors to be creative and propose their best solution to meeting these requirements. Therefore, the offeror's proposal must not alter the RFP's requirements through inclusion of alternate terms and conditions. If a proposal contains such terms and conditions, the HDOA, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer and reject it. The HDOA will not accept alternate proposals.
- B. A proposal must not restrict the rights of the HDOA or otherwise qualify either the offer to deliver goods or provide services as required by this RFP. If a proposal restricts the rights of the HDOA or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP, the HDOA, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer and reject it.
- C. The offeror's proposal must not substitute RFP requirements with alternative goods or services (i.e., offer services different from those requested and required by this RFP) unless expressly requested by the HDOA. Otherwise, the HDOA may consider an offer of alternative goods or services to be a nonresponsive counteroffer and reject it.
- D. A cost proposal must be prepared and arrived at independently and must not involve any collusion between offerors. The HDOA will reject any cost proposal that involves collusion, consultation, communication, or agreement between offerors. Regardless of the time of detection, the HDOA will consider any such actions to be grounds to reject the proposal, contract termination, and may be used as a basis for litigation.
- E. The offeror must not provide, for consideration in this RFP process or subsequent contract negotiations, any information that the offeror knew or should have known was materially incorrect. If the HDOA determines that the offeror has provided such incorrect information, the HDOA will deem the proposal nonresponsive and reject it.
- F. The offeror must not submit more than one proposal evaluation guide and one cost proposal in response to this RFP, unless expressly requested by the HDOA. If the offeror

submits more than one proposal evaluation guide or more than one cost proposal, the HDOA will deem all of the additional documentation nonresponsive and reject them.

- G. The offeror must not submit a proposal as a prime offeror while also permitting one or more other prime offerors as a subofferor in their own responses. Such may result in the disqualification of all offerors knowingly involved. This restriction does not, however, prohibit different offerors from providing the same subofferor as a part of their proposal (provided that the subofferor does not also tender a proposal as a prime offeror).
- H. The HDOA shall not consider a proposal from an individual who is, or within the past six (6) months has been, a State of Hawaii employee. For purposes of this RFP:
 - 1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
 - 2. A contract with or a proposal from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and,
 - 3. A contract with or a proposal from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

3.4 ERRORS AND REVISIONS

The offeror is responsible for any and all errors or omissions, professional quality, technical accuracy and timely completion of the submitted proposal. The offeror must make alterations or revisions to proposal documents before the due date detailed in the RFP Schedule and Significant Dates.

When the project manager knows or has reason to conclude before award that a mistake has been made, the project manager shall request the offeror to confirm the proposal. If the offeror alleges mistake, the proposal may be corrected or withdrawn pursuant to this section.

Technical irregularities or insignificant mistakes may be waived or corrected without prejudice for prospective offerors, at the HDOA's discretion, when there is no effect on price, quality, quantity or if in the best interest of the HDOA.

3.5 PROPOSAL MODIFICATION OR WITHDRAWAL PRIOR TO DEADLINE

The offeror may modify or withdraw its proposal at any time prior to the proposal due date and time specified in the Schedule and Significant Dates section, by submitting a written request signed by an authorized offeror representative.

Additionally, the offeror or its authorized representative may also withdraw or modify its proposal in person prior to the proposal submission deadline and time specified in the Schedule

and Significant Dates section, provided the withdrawing person presents appropriate identification and signs a receipt for the proposal.

If a proposal is withdrawn, the offeror may provide another proposal at any time before the proposal submission deadline date and time. After the proposal submission deadline, a portion or all of the proposal may be withdrawn where the enforcement of the proposal would impose an unconscionable hardship on the offeror.

3.6 ADDITIONAL SERVICES

An offeror may recommend goods or services in addition to those required by and described in this RFP. The HDOA, at its sole discretion, may add such services to the contract awarded as a result of this RFP. A recommendation of additional goods or services shall not be deemed an offer of alternative goods or services nor an inclusion of different terms and conditions.

Notwithstanding the foregoing, the offeror must not propose any additional cost amounts or rates for additional goods or services. Regardless of any additional services offered in a proposal, the offeror's cost proposal must only record the proposed cost as required in this RFP and must not record any other rates, amounts, or information.

3.7 EXCEPTIONS AND SUBSEQUENT REQUESTS TO AMEND THE RFP

Any exception to the RFP and subsequent request from an offeror to amend the terms, conditions, specifications, or other requirements of this RFP shall only be considered prior to the proposal submission deadline, and as follows:

- A. If the offeror takes exception to any requirement of the RFP and desires to amend the requirement, the offeror shall identify the RFP section being addressed by the exception, provide written justification for the request, and recommend a proposed alternative, if applicable.
- B. The HDOA shall review written exception(s) and subsequent request(s) to amend the RFP submitted to the project manager by the Written Questions and Comments deadline specified in the Schedule and Significant Dates, Section 1.7 or as amended.
- C. Any changes to the RFP shall be made through the issuance of a written addendum to the RFP at least five (5) business days prior to the proposal submission deadline stated in Section 1.7, Schedule and Significant Dates.
- D. Any exception taken to any requirement of the RFP that was not submitted by the Written Questions and Comments deadline, shall be considered as a condition to offeror's proposal, which may negatively affect the offeror's proposal evaluation or result in disqualification of that proposal.
- E. Offeror shall not submit their organization's terms and conditions, standard contracts, or other agreements. General references to such items or attempts at complete substitution

for such items may result in disqualification of offeror's proposal. The HDOA will reject an offeror's request to substitute its own terms and conditions. The HDOA will also reject any proposal that is contingent on the negotiation of the terms and conditions or to other provisions of the RFP.

F. The offeror's failure to make a submission under this paragraph will result in the offeror waiving its right to do so later, but the HDOA (under sole discretion) may consider late request to amend the RFP if doing so would be in the best interest of the HDOA.

G. The HDOA may, in its sole discretion, accept or reject any changes to the RFP.

3.8 PROPOSAL FORMAT AND CONTENT

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 Attachment 3- Scope of Work, Attachment- 4 Proposal Evaluation Guide, Sections A, B, and C, and Attachment 5- Cost Proposal.

The HDOA will not participate in determinations regarding the offeror's authority to sell a product or service. If there is a question or doubt regarding the offeror's right or ability to obtain and sell a product or service, the offeror shall resolve that question prior to submitting a proposal.

Offerors must submit their proposal, including heading descriptions, as outlined:

1. Must be written in English;
2. Must be written on standard 8 ½" x 11" pages (oversize attachments are permissible);
3. Must use 12 point font size;
4. Font must be Arial or Times New Roman;
5. Organized as specified by Attachment 4, Proposal Evaluation Guide, Sections A, B, and C, and Attachment 5, Cost Proposal;
6. Shall have distinct sections, with tabs separating each section;
7. Numbered pages for ease of reference;
8. Formatted for Microsoft Office or Microsoft Office compatible operating system; and,
9. Maximum 30 narrative pages (excludes attachments)

Offerors should prepare proposals simply and economically, with emphasis on completeness, accuracy, clarity and content. Proposals should provide a clear, concise description of the offeror's ability to meet the requirements of this RFP; written in a format that is consistent and appropriate.

One of the objectives of this RFP is to make proposal preparation straightforward and efficient, while giving offerors ample opportunity to highlight their skills and experience and making the evaluation process manageable and effective.

When the offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the offeror has identified as necessary to successfully complete the obligations outlined in this RFP.

To be considered, the proposal must respond to all requirements of this RFP. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an appendix to the proposal.

Offeror shall submit a proposal that includes an overall strategy, timeline and plan for the work proposed, as well as, expected results and possible shortfalls.

To be considered responsive, the offeror's proposal shall respond to and include all items specified in this RFP and any subsequent addendum. Any proposal offering any other set of terms and conditions that conflict with the terms and conditions provided in this RFP or in any subsequent addendum may be deemed nonresponsive and rejected without further consideration.

In addition to the attachments for this RFP, the proposal shall consist of the following separately sealed responses:

- A. Proposal Evaluation Guide, Sections A, B, and C (Attachment 4)
- B. Cost Proposal (Attachment 5)

3.9 PROPOSAL EVALUATION GUIDE

RFP Attachment 4, Proposal Evaluation Guide, Sections A, B, and C, include mandatory requirements, general qualifications and experience items, and technical qualifications, experience and approach. All items must be addressed with a written response and, in some instances, additional documentation.

NOTE: The Proposal Evaluation Guide must not include any pricing or cost information. If any pricing or cost information (even pricing relating to other projects) is included in any part of the Proposal Evaluation Guide, the HDOA may deem the response to be non-compliant and reject it.

The offeror must use RFP Attachment 4, Sections A, B, and C of the Proposal Evaluation Guide to organize, reference, and draft a response by duplicating the attachment, adding appropriate page numbers as required, and using the "Item Reference" column listed on the Proposal Evaluation Guide, Sections A, B, and C as a table of contents covering the proposal.

All information and documentation included in the proposal should respond to or address a specific requirement detailed in the Proposal Evaluation Guide. Any additional information not meeting these criteria may be deemed extraneous and may not contribute to evaluations.

The HDOA may determine a proposal to be nonresponsive and reject it if:

- A. The offeror fails to organize and properly reference the proposal as required by the Proposal Evaluation Guide, Sections A, B, and C; or,

- B. The proposal does not appropriately respond to, address, or meet all of the requirements and items detailed in the Proposal Evaluation Guide, Sections A, B, and C.

The Proposal Evaluation Guide, Sections A, B, and C shall be placed in a separately sealed envelope, apart from the Cost Proposal and must be recorded on an exact duplicate of RFP Attachment 4.

Offerors should direct any questions to the project manager of this RFP; submitted by email (with the subject line “RFP 2023 Proposal Evaluation Guide Question”) or postal mail no later than the Written Questions and Comments deadline indicated on the Schedule and Significant Dates, Section 1.7. The offeror shall not attempt to contact the project manager by any other means.

3.10 COST PROPOSAL

NOTICE: If an offeror fails to submit a cost proposal exactly as required, the HDOA may deem the proposal to be non-responsive and reject it. Offeror should not reiterate technical information in the cost proposal.

The information requested in this section is required to support the offeror’s reasonableness of the quotation and shall constitute the Cost Proposal (Attachment 5). The cost proposal shall indicate the proposed price to meet the goals and objectives of this RFP.

The cost proposal shall be placed in a separately sealed envelope, apart from the Proposal Evaluation Guide, Sections A, B, and C and must be recorded on an exact duplicate of Attachment 5, Cost Proposal. All cost data relating to this proposal should be kept separate from and not included in the Proposal Evaluation Guide.

Offerors should **not** include any assumptions in their cost proposals. If the offeror includes assumptions in its cost proposal, the HDOA may reject the proposal. Offerors should direct any questions to the project manager of this RFP about whether a cost or other component is included or applies.

The project manager shall convey the answers to the prospective offerors from whom the HDOA received a NOIR by the date stated on the Schedule and Significant Dates. All questions and responses are considered as an addendum to, and part of, this RFP. Offerors will then have the benefit of the HDOA’s written answer so that all proposals are submitted on the same basis.

An offeror who submits a question after the deadline date for receipt of written questions and comments indicated on the Schedule and Significant Dates, assumes the risk that its proposal will be nonresponsive because the HDOA is unable to respond before the proposal receipt date or in sufficient time for the offeror to prepare a responsive proposal. When submitted after the deadline date for receipt of written questions indicated on the Schedule and Significant Dates, the project manager may respond to questions of an administrative nature by directing the questioning offeror to specific provisions in the RFP.

To the extent that the HDOA decides to respond to a non-administrative question after the deadline date for receipt of written questions indicated on the Schedule and Significant Dates, the answer(s) will be provided, through an addendum, to the prospective offerors from whom the HDOA received a NOIR.

Each offeror shall be responsible to stay abreast of new or revised RFP information. The HDOA shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the HDOA. The HDOA does not consider questions to be a protest of the specifications or of the solicitation. The required protest process for the State of Hawaii procurements is described in HRS §103D-701.

The proposed cost shall be all-inclusive and incorporate ALL costs for labor, materials, supplies, all applicable taxes, and any other costs incurred to provide the specified services for the total contract period. No other costs will be honored. The offeror must sign and date the cost proposal.

The awarded offeror should have the capability of accepting the State's authorized Procurement Card ("P-Card") as a method of payment (if applicable). Price changes or additional fee(s) may not be assessed when accepting the P-Card as a form of payment.

3.11 PROPOSAL EVALUATION GUIDE AND COST PROPOSAL DELIVERY

The offeror must ensure that both their proposal evaluation guide and cost proposal documents meet all form, content, and signature requirements. The offeror must submit original documents and copies as specified below.

One (1) original proposal evaluation guide paper document, plus three (3) paper copies labeled:

"RFP No. PDP-A2XW-23 PROPOSAL EVALUATION GUIDE ORIGINAL"

Offeror should ensure that there is no cost information in the proposal evaluation guide. In addition to the paper copy, one (1) complete and exact copy in the form of a digital document in "PDF" format, emailed to the project manager named on the Proposal Mail-in and Delivery Information Sheet at the beginning of this RFP, and properly recorded on a separate, blank, standard CD-R recordable disc or USB flash drive. The email and CD-R recordable disc or USB flash drive must be labeled:

"RFP No. PDP-A2XW-23 PROPOSAL EVALUATION GUIDE COPY"

The CD or flash drive should clearly identify the offeror and include the name and version number of the virus scanning software that was used to scan the CD or flash drive before it was submitted. If there are any discrepancies between the paper proposal evaluation guide and the digital copy, the original, signed paper document will take precedence.

One (1) original cost proposal paper document, plus three (3) paper copies labeled:

“RFP No. PDP-A2XW-23 COST PROPOSAL ORIGINAL”

Offeror should not reiterate technical information in the cost proposal. In addition to the paper copy, one (1) complete and exact copy in the form of a digital document in “XLS” format, must not lock or protect any cells or tabs, emailed to the project manager named on the Proposal Mail-in and Delivery Information Sheet at the beginning of this RFP, and properly recorded on a separate, blank, standard CD-R recordable disc or USB flash drive. The email and CD-R recordable disc or USB flash drive must be labeled:

“RFP No. PDP-A2XW-23 COST PROPOSAL COPY”

In the event of a discrepancy between the paper cost proposal document and the digital copy, the original, signed paper document will take precedence. The CD or flash drive should clearly identify the offeror and include the name and version number of the virus scanning software that was used to scan the CD or flash drive before it was submitted.

The offeror must separate, seal, package, and label the documents and copies for delivery as follows:

The proposal evaluation guide paper document and digital copy must be placed in a sealed package that is clearly labeled:

“DO NOT OPEN... RFP No. PDP-A2XW-23 PROPOSAL EVALUATION GUIDE FROM [OFFEROR LEGAL ENTITY NAME]”

The Cost proposal paper document and digital copy must be placed in a sealed package that is clearly labeled:

“DO NOT OPEN... RFP No. PDP-A2XW-23 COST PROPOSAL FROM [OFFEROR LEGAL ENTITY NAME]”

The proposal evaluation guide and cost proposal documents must be packaged separately.

If applicable, the separately, sealed proposal evaluation guide and cost proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:

“RFP No. PDP-A2XW-23 SEALED PROPOSAL EVALUATION GUIDE & SEALED COST PROPOSAL FROM [OFFEROR LEGAL ENTITY NAME]”

The offeror must ensure that the HDOA receives the proposal evaluation guide and cost proposal components, at the following address, no later than the due date specified in Section 1.7, Schedule and Significant Dates:

Hawaii Department of Agriculture
Pesticides Branch

c/o Adam Williams
1428 S. King St.
Honolulu, HI. 96814

The offeror shall make no other distribution of its proposal to any other offeror or HDOA official. A company official authorized to bind the offeror to its provisions must sign the proposal. This RFP will remain valid for 180 days or until a contract is fully executed. If the HDOA selects the offeror's proposal for award, the contents of the selected offeror's proposal will become, except to the extent the contents are changed through Best and Final Offer ("BAFO") or negotiations, contractual obligations.

The HDOA will convey all official responses and communications related to this RFP to the prospective offerors from whom the HDOA received a NOIR.

Any data or factual information provided by the HDOA (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The HDOA will make reasonable efforts to ensure the accuracy of such data or information, however, it is the offeror's obligation to independently verify any data or information provided by the HDOA. The HDOA expressly disclaims the accuracy or adequacy of any information or data that it provides to any prospective offeror.

The Proposal must include, but not limited to the following:

The offeror must provide a written, detailed description of the procedures which it would use in disposing of the pesticides, including collection and packaging procedures; transportation methods; and, accommodating the selection of the pesticide collection site, disposal site(s) and method(s) of disposal, including a description of required State and Federal permits and documentation necessary to accomplish disposal.

Statement of offeror intent to acquire all necessary permits and licenses (at offeror's expense, if applicable), including all licenses to transport hazardous waste.

Statement of offeror intent to acquire identification numbers for temporary sites (if necessary).

Examples of properly completed non-hazardous waste manifests for transportation of waste pesticides to an approved TSDF, MRF, and EPA-approved final disposition facility.

Examples of a reporting system which must clearly show the identity of pesticides by type (if applicable), active ingredient, EPA registration number (if applicable), quantity disposed, costs of disposition, and each participant's type of business (i.e., landscape professional, farmer).

Description of disposal procedures of pesticides by offeror at EPA-approved facilities.

Certificate of Insurance indicating that the offeror has met the insurance requirements:

A. Commercial General Liability Insurance:

1. Bodily injury and property damage coverage with a minimum of \$1,000,000 per occurrence; personal and advertising injury of \$1,000,000 per occurrence;

broadcasters' liability insurance of \$1,000,000 per occurrence; and with an aggregated limit of \$2,000,000.

B. Automobile Liability Insurance:

1. 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.

3.12 BASIS OF AWARD

The HDOA will rank responsible offerors according to the total overall score.

The selection will be based on the evaluation criteria set forth in this RFP, as well as best value considerations to the state, including demonstrated competence, experience, knowledge and qualifications, and the proposed costs for all or each portion of the deliverables, goods, services, or work requested under this RFP as determined by HDOA in its sole and absolute discretion.

The HDOA will select for contract negotiations the offeror with the highest overall score; PROVIDED, HOWEVER, THAT AN AWARD WILL NOT BE MADE TO THE OFFEROR WHOSE PROPOSAL RECEIVED THE LOWEST TECHNICAL SCORE AND HAD THE LOWEST COST SCORE OF THE RESPONSIVE PROPOSALS RECEIVED FROM RESPONSIBLE OFFERORS. IN THE EVENT SUCH A PROPOSAL ACHIEVES THE HIGHEST OVERALL SCORE, IT MAY BE ELIMINATED FROM CONSIDERATION AND AWARD MAY BE GIVEN TO THE OFFEROR WITH THE NEXT HIGHEST OVERALL SCORE.

The HDOA reserves the right to reject any or all proposals or any portion of any proposal submitted which, in HDOA's opinion, is not in the best interest of the HDOA. The HDOA reserves the right to negotiate individual elements of any proposal and negotiate terms with one or more offerors. All offerors acknowledge that the HDOA is not bound to accept the lowest-priced proposal. Awards, if any, under this RFP are at the discretion of the HDOA.

3.13 DISCUSSIONS FOR CLARIFICATION

If deemed necessary and prior to entering into discussions, the proposal evaluation committee shall, within its own discretion examine proposals for general conformity and evaluate if they are acceptable, potentially acceptable or unacceptable.

Offerors may be required to make an oral or written clarification of their proposals to the HDOA to ensure thorough mutual understanding and offeror responsiveness to the RFP requirements. The HDOA will initiate requests for clarification; which may occur at any stage of the evaluation and selection process prior to contract execution.

The objective of these discussions is to clarify issues regarding the offeror's proposal before the BAFO is tendered and to:

- A. Ensure thorough, mutual understanding of the HDOA's requirements and the -listed offeror's proposals;
- B. Facilitate arriving at a contract that will provide the best value to the HDOA, taking into consideration the evaluation criteria set forth in this RFP;
- C. Accord fair and equal treatment with respect to any opportunity for discussions and revisions of proposals; and,
- D. Provide in writing, any substantial clarifications or change in the RFP and amended by an addendum to incorporate the clarification or change.

3.14 BEST AND FINAL OFFERS

While not required, the HDOA reserves the right to conduct discussions with priority-listed offerors for the purpose of obtaining a BAFO and may accept proposals on evaluation without discussion.

To obtain BAFOs from offerors, the project manager may do one or more of the following, in any combination and order:

- A. Schedule oral presentations;
- B. Request revised proposals; and/or,
- C. Enter into pre-selection negotiations.

Discussions with offerors for the purpose of obtaining a BAFO and receive further addenda to the RFP, will be limited to priority-listed offerors. The HDOA may further limit participation in the BAFO process to those remaining responsible offerors which the HDOA has, within its discretion, determined to be within the top competitive range of responsive proposals. The HDOA will schedule the date, time and location for BAFO discussions, generally within the timeframe indicated in the Schedule and Significant Dates section of this RFP.

If the proposal evaluation committee determines there is a need for BAFO discussions, a priority list of responsible offerors will be established. Responsible offerors whose proposals are deemed acceptable or potentially acceptable are eligible to be placed on the priority list. Those responsible offerors who are selected for the priority list will be referred to as the "priority-listed offerors."

If numerous acceptable and potentially acceptable proposals are received, the proposal evaluation committee may rank the proposals and limit the priority list to a minimum of three (3) responsible offerors based on the proposal evaluation scores.

In order for the offeror to be considered responsible for this RFP and therefore eligible for selection for BAFOs or negotiations:

- A. The total score for the offeror's proposal evaluation guide must be greater than or equal to 70% of the available technical points;
- B. The offeror must possess the financial capability to assure good faith performance of the contract;
 - 1. The HDOA may require a certified or bank (cashier's) check, letter of credit, or a performance bond conditioned upon the faithful performance of the contract by the offeror. The required performance security must be issued or executed by a bank or surety company authorized to do business in the State of Hawaii. The cost of the required performance security will be the sole responsibility of the offeror and cannot increase the offeror's cost proposal or the contract cost to the HDOA;
- C. The offeror must submit a responsive proposal;
- D. Must possess the capability to fully perform the contract requirements in all respects, with integrity and reliability to assure good faith performance of the contract; and,
- E. Shall possess a history of honesty, truthfulness, financial integrity and fair dealing.

BAFOs shall be submitted only once, unless it is in the HDOA's best interest to conduct additional discussions or change the RFP's requirements by an addendum, which will only be distributed to priority-listed offerors, and require another submission of BAFOs; otherwise, no discussion of or changes to the BAFO shall be allowed prior to award.

If priority-listed offerors do not submit a notice of withdrawal or another BAFO, their immediate previous proposal will be construed as their BAFO. After BAFOs are received, final evaluations will be conducted for an award pursuant to section HAR §3-122-57.

The contents of any proposal shall not be disclosed so as to be available to competing offerors during the discussion process. If during discussions there is a need for any substantial clarification or change to the RFP, the RFP shall be amended by an addendum to incorporate such clarification or change. If in the opinion of the project manager or the proposal evaluation committee, a contemplated amendment will significantly change the nature of the procurement, the RFP may be canceled and a new RFP issued.

Following any discussions, priority-listed offerors will be invited to submit their BAFO, if required. The project manager or the proposal evaluation committee reserves the right to have additional rounds of discussions with the top three (3) priority-listed offerors prior to the submission of the BAFO.

The date and time for offerors to submit their BAFO (if offerors submit BAFOs) is indicated in Section 1.7, RFP Schedule and Significant Dates. If the offeror does not submit a notice of withdrawal or a BAFO, the offeror's immediate previous offer shall be construed as its BAFO.

An offeror's proposal, which the HDOA has determined to be nonresponsive or insufficient, will not be invited by the HDOA to submit a BAFO:

- A. Those offerors, which the HDOA has determined from the submitted and gathered financial and other information, do not possess the financial capability, experience or qualifications to assure good faith performance of the contract.
- B. Those offerors whose score for their proposal evaluation guide of the proposal is less than 70% of the total amount of technical points allotted to the technical criterion.

After receipt and evaluation of the BAFOs, the project manager and proposal evaluation committee will make its recommendation. The project manager will award the contract to the offeror whose proposal is determined to be the most advantageous to the HDOA taking into consideration price and the evaluation criteria set forth in this RFP.

Once discussions are commenced or after BAFOs are requested, any priority-listed offeror may freely correct any mistake by modifying or withdrawing the proposal until the time and date set for receipt of BAFOs. A BAFO request may be issued via addendum to the priority-listed offerors, requesting any changes to an offeror's proposal based on discussions.

A request for BAFO may be used for any of the following reasons:

- A. To clarify or amend the RFP;
- B. To request final cost proposals from priority-listed offerors based on discussions; and,
- C. To allow offerors to submit clarifications via their BAFO proposals.

If discussions are not held, or if the BAFOs upon which award will be made have been received, the offeror alleging a material mistake of fact which makes a proposal nonresponsive may be permitted to withdraw the proposal if: the mistake is clearly evident on the face of the proposal or the offeror submits evidence which clearly and convincingly demonstrates that a mistake was made.

SECTION FOUR

EVALUATION CRITERIA

4.1 EVALUATION CRITERIA

The evaluation criteria employed shall be determined by the following:

- A. Experience and professional qualifications relevant to the project type;
- B. Past performance on projects of similar scope for public agencies or private industry, including corrective actions and other responses to notices of deficiencies;
- C. Capacity to accomplish the SOW in the required time;
- D. Ability to meet the terms of this RFP, and,
- E. Any additional criteria determined in writing by the project manager to be relevant to the HDOA's needs or necessary and appropriate to ensure full, open, and fair competition.

The evaluation criteria, offeror selection, and associated points used in evaluating each proposal will be described in the Proposal Evaluation Guide, Sections A, B, C and the Cost Proposal.

Note: An offeror's proposal must include the Proposal Evaluation Guide, Sections A, B, and C and a Cost Proposal.

A proposal evaluation committee, consisting of three (3) or more State employees, will be selected to review, evaluate and score timely submitted and signed proposals. Each proposal will be scored on a whole number point scale.

The project manager will notify in writing of its selection for negotiation the responsible offeror whose proposal is determined to be the most advantageous to the HDOA; as determined by the technical and cost evaluation criteria, and taking into consideration all of the evaluation factors discussed throughout this RFP.

4.2 EVALUATION PROCESS

The project manager and proposal evaluation committee shall evaluate proposals. The evaluation will be based solely on the evaluation criteria set forth in the Proposal Evaluation Guide, Sections A, B, and C, the Cost Proposal, and additional information described within this RFP.

The offeror must use the same structure and sequence outlined in the Proposal Evaluation Guide Sections A, B, and C, and Cost Proposal to facilitate the proposal evaluation committee finding each applicable answer. The proposal evaluation committee is not responsible for finding information required in one section/subsection but provided in another. Discrepancies may negatively impact the offeror's score.

The evaluation process is designed to award the contract resulting from this RFP not necessarily to the offeror proposing the lowest cost, but rather to the offeror deemed by the HDOA to be responsive, responsible and presents the best combination of technical and pricing attributes based upon the evaluation criteria.

If numerous acceptable and potentially acceptable proposals are submitted, the proposal evaluation committee may limit the priority list to the three highest ranked, responsive and responsible offerors.

Evaluations WILL NOT discriminate due to race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror. All persons will be afforded an equal opportunity to compete in a fair and open environment.

4.3 MANDATORY REQUIREMENTS

To be eligible for selection, a proposal must be:

- A. Timely received from the offeror; and,
- B. Properly signed by the offeror.

The two (2) mandatory requirements set forth above (A, B) are the only RFP requirements that the HDOA will consider to be **non-waivable**. The HDOA reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in an offeror’s proposal, (2) allow the offeror to cure the nonconformity, or (3) consider the nonconformity in the scoring of the offeror’s proposal.

4.4 EVALUATION CATEGORIES AND MAXIMUM POINTS

The HDOA will consider qualifications, experience, technical approach, responsiveness, and cost in the evaluation of proposals and award points in each of the categories detailed below (up to the maximum evaluation points indicated). The project manager and proposal evaluation committee will calculate the sum of the proposal evaluation guide, sections A, B, and C and cost proposal and record the resulting number as the offeror’s total score.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
Mandatory Requirements (refer to Attachment 4, Section A)	Pass/Fail
General Qualifications & Experience (refer to Attachment 4, Section B)	25
Technical Qualifications, Experience & Approach (refer to Attachment 4, Section C)	575
Cost Proposal (refer to Attachment 5)	400

4.5 PROPOSAL EVALUATION GUIDE CRITERION

The HDOA has established the weight for the technical criterion for this RFP as 60% of the total points. The technical criteria used in evaluating each proposal will be described in the Proposal Evaluation Guide, Sections A, B, and C (Attachment 4). The offeror must address all items detailed and provide the required information and documentation.

4.6 PROPOSAL EVALUATION GUIDE

The project manager and the proposal evaluation committee will use RFP Attachment 4, Proposal Evaluation Guide, Sections A, B, and C and RFP Attachment 5, Cost Proposal, to manage the proposal evaluations.

The HDOA reserves the right, at its sole discretion, to request offeror clarification or to conduct clarification discussions with any or all offerors. Any such clarification or discussion will be limited to specific sections of the response identified by the HDOA. The subject offeror must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the HDOA.

Proposal evaluation committee members will independently review, evaluate, and score each proposal that is responsive to this RFP against criteria set forth in the Proposal Evaluation Guide, Sections A, B, and C (Attachment 4).

If the proposal evaluation committee determines that the proposal failed to meet one or more of the requirements (especially the mandatory requirements), the proposal evaluation committee will review the proposal and document the team's determination of whether the:

- A. Proposal adequately meets RFP requirements for further evaluation;
- B. HDOA will request clarifications or corrections for consideration prior to further evaluation; or,
- C. HDOA will determine the proposal to be nonresponsive to the RFP and reject it.

For the evaluation, the project manager will calculate the average of the proposal evaluation committee member scores and record each average as the response score for the respective proposal.

4.7 COST PROPOSAL EVALUATION

The HDOA has established the weight for the cost criterion of this RFP as 40% of the total points. After evaluating the Proposal Evaluation Guide, Sections A, B, and C and determining any other available information pertinent to whether or not each offeror is responsive and responsible, the project manager and proposal evaluation committee will open the cost proposal to evaluate, calculate, and record the total cost in accordance with Attachment 5.

If the proposal evaluation committee identifies any offeror that does not meet the responsive and responsible thresholds such that the team would not recommend the offeror for cost proposal evaluation and potential contract award, the team members will fully document the

determination and may deem the proposal nonresponsive and reject it without further consideration.

The price for collecting, preparing for shipment and disposing of CSUU pesticide waste will be used to determine the proposal most advantageous to the HDOA.

After opening cost proposals, if the HDOA determines that the proposal is nonresponsive and rejects it, the project manager may re-calculate scores for each remaining responsive cost proposal to determine (or re-determine) the apparent best-evaluated offer.

SECTION FIVE

OFFEROR SELECTION AND CONTRACT AWARD

5.1 PROFESSIONAL LICENSURE

All persons, agencies, firms, or other entities that provide legal or financial opinions, which the offeror provides for consideration and evaluation by the HDOA as a part of a proposal to this RFP, shall be properly licensed to render such opinions.

Before the contract resulting from this RFP is signed, the apparent successful offeror (and offeror employees and sub-offerors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the contract. The HDOA may require the successful offeror to submit evidence of proper licensure.

5.2 DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS

Before the contract resulting from this RFP is signed, the apparent successful offeror must be registered with the DCCA for the collection of Hawaii sales and other taxes. The HDOA shall not award a contract unless the offeror provides proof of such registration or provides documentation from the DCCA that the offeror is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this RFP. For purposes of this registration requirement, the DCCA may be contacted at: breg@dcca.hawaii.gov, Business Registration Division.

5.3 CONTRACT APPROVAL AND CONTRACT PAYMENTS

This RFP and its offeror selection process do not obligate the HDOA and do not create rights, interests, or claims of entitlement in either the offeror with the apparent best-evaluated proposal or any other offeror. HDOA obligations pursuant to a contract award shall commence **only after** the contract is signed by the designated HDOA representative(s) and the offeror and after the contract is approved by all other state officials as required by applicable laws and regulations.

The HDOA will not be obligated to pay any costs not identified on the cost proposal. Any cost not identified by the successful offeror but subsequently incurred in order to achieve successful operation **WILL BE borne by the offeror**. Offerors may expand items to identify all proposed equipment, software, and services. A separate listing, which must include pricing, may ONLY be submitted with the cost proposal.

The HDOA shall not be liable for payment of any type associated with the contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the offeror, even goods delivered or services rendered in good faith and even if the offeror is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the contract start date or after the contract end date.

Final payment shall be made on the basis of the cost proposal and upon certification by the project manager that the offeror has satisfactorily performed the services specified herein.

The invoice for final payment may be submitted by the offeror at any point after the completion of the contracted services. Final payment will be contingent upon satisfactory completion of deliverables as outlined in this RFP and CSUU pesticides have been transported to, accepted by, and disposed of at an approved disposal facility.

If additional deliverables are desired, HDOA and the offeror will mutually determine a timeline for the offeror to provide a work plan and pricing for the additional services. A request for pricing does not constitute a notice to proceed. The addition of services must be within the scope of the solicitation and agreed upon through written amendment to the contract.

The project manager shall not approve payment of the invoice until the goods or services delivered in accordance with the RFP terms have been formally accepted and that all items have been completed and the offeror is compliant with all laws governing entities doing business in the State of Hawaii.

Offeror 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 certified copy stamp, must accompany the invoice for final payment on the contract. In addition to the tax clearance certificate, the offeror must furnish proof of compliance in accordance with HRS §103D-310(c) via the Hawaii Compliance Express (“HCE”) website (<https://vendors.ehawaii.gov/hce/>).

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

Invoices must include copies of all related manifests and must be in a format acceptable to the HDOA. A payment schedule may be established between the offeror and the HDOA. Revisions may be made to this payment schedule subject to good faith negotiations between the offeror and the HDOA. The offeror must submit a written request and supporting documentation to initiate such negotiation.

If any provision of the contract provides direct funding or reimbursement for the competitive purchase of goods or services as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the HDOA will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The offeror shall provide reasonable assistance and access related to such review.

Furthermore, the HDOA shall not remit, as funding or reimbursement pursuant to such provisions, any amounts that it determines do not represent reasonable, necessary, and actual costs.

5.4 CONTRACT AWARD PROCESS

The project manager and proposal evaluation committee will review determinations and scores for consideration along with any other relevant information that might be available and pertinent to contract award. Award will be issued in writing to the responsible offeror whose proposal is determined to be the most advantageous and provide the best value to the HDOA based on the evaluation criteria and price consideration set forth in this RFP.

Offerors whose proposals are not selected will be notified, in writing, when contract negotiations have been successfully completed and the HDOA has received the final negotiated contract signed by the selected offeror.

5.5 OFFEROR PERFORMANCE

The offeror who is awarded a contract will be responsible for the delivery of all acceptable goods and the satisfactory completion of all services set out in this RFP and attachments. All goods and services are subject to inspection and evaluation by the HDOA. The HDOA will employ all reasonable means to ensure that goods delivered and services rendered are in compliance with the contract; the offeror must cooperate with such efforts.

The contract will require the selected offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. The HDOA will consider the selected offeror to be the sole point of contact with regard to contractual matters.

To be responsible, the offeror must submit a responsive proposal and possess the capability to fully perform the contract requirements in all respects and with integrity and reliability to assure good faith performance of the contract. A responsible offeror shall possess a history of honesty, truthfulness, financial integrity and fair dealing.

5.6 CONTRACT AMENDMENT

After contract award, the HDOA may request the offeror to deliver additional goods or perform additional services within the general scope of the contract and this RFP, but beyond specifics within the SOW, and for which the offeror may be compensated.

In such instances, the HDOA will provide the offeror a written description of the additional goods or services. The offeror must respond to the HDOA with a time schedule for delivering the additional goods or accomplishing the additional services based on the compensable units included in the offeror's proposal.

If the HDOA and the offeror reach an agreement regarding the goods or services and associated compensation, such agreement must be established by means of a contract amendment. Further, any such amendment requiring additional goods or services must be signed by both the HDOA agency head and the offeror and must be approved by other state officials as required by applicable statutes, rules, policies and procedures of the State of Hawaii.

The offeror must not provide additional goods or render additional services until the HDOA has issued a written contract amendment with all required approvals.

5.7 CLARIFICATIONS AND NEGOTIATIONS

The HDOA reserves the right to award a contract on the basis of the initially received proposal, therefore, each proposal shall contain the offeror's best terms and conditions from a technical and cost standpoint. The HDOA may identify areas of a proposal that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the HDOA's specifications or requirements.

The HDOA reserves the right to conduct clarifications or negotiations with one or more offerors. Each clarification sought by the HDOA may be unique to an individual offeror. The process, communications, clarifications, and negotiations shall be conducted in a fair and transparent manner.

The HDOA may elect to negotiate with one or more offerors by requesting revised proposals, negotiating costs, or finalizing contract terms and conditions. The HDOA reserves the right to conduct multiple negotiation rounds or no negotiations at all.

All offerors, selected for negotiation by the HDOA, will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the HDOA may conduct target pricing which may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual offeror pricing. During target price negotiations, offerors are not obligated to reduce their pricing to target prices, but no offeror is allowed to increase prices.

5.8 NOTICE OF AWARD

NOTE: The notice of award shall not create rights, interests, or claims of entitlement in either the apparent best-evaluated offeror or any other offeror.

The HDOA will identify the apparent best-evaluated proposal and issue a notice of award on the HANDS website for a **minimum of five (5) working days**.

Except those portions the offeror designates in writing as trade secrets or other proprietary data, the HDOA shall make the RFP files available for public inspection pursuant to HAR §3-122-58 at the time and date specified in RFP Section 1.7, Schedule and Significant Dates.

- A. At a minimum the procurement file shall include:
1. The register of proposals prepared pursuant to [HAR §3-122-51](#);
 2. A listing of all vendors to whom copies of the request for proposals were distributed;
 3. The name of successful offeror and proposal dollar amount;

4. The basis on which the award was made;
5. A copy of the request for proposals;
6. A copy of the successful offeror's proposal;
7. A copy of all unsuccessful offerors' proposals; and,
8. A copy of the executed contract resulting from the request for proposals.

If a person requests to inspect portion(s) of an offeror's proposal designated as confidential pursuant to [HAR §3-122-46\(9\)](#), the inspection shall be subject to written determination by the respective attorney general for confidentiality in accordance with [HRS §92F](#).

If the attorney general determines that the material designated as confidential is subject to disclosure, the material shall be open to public inspection unless the offeror appeals pursuant to section HRS §92F-42(1).

If the HDOA denies an offeror access to a state procurement record, the offeror may appeal the denial to the Office of Information Practices in accordance with section HRS §92F-15.5.

The offeror identified as proposing the apparent best-evaluated proposal must sign a contract drawn by the HDOA pursuant to this RFP. This RFP and all or part of the successful proposal may be incorporated into the contract.

The offeror must sign the contract by the offeror signature deadline detailed in RFP Section 1.7, Schedule and Significant Dates. If the offeror fails to provide the signed contract by this deadline, the HDOA may determine that the offeror is nonresponsive to this RFP and reject the proposal.

No work is to be undertaken by the offeror prior to the effective date of contract. The HDOA and the State of Hawaii will not be liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the offeror prior to the official starting date.

Any agreement arising out of this procurement may be subject to the approval of the Department of the Attorney General, and to all further approvals, including the approval of the Governor, as required by statute, regulation, rule, order, or other directive.

Notwithstanding the foregoing, the HDOA may, at its sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the contract terms and conditions or performance requirements in the HDOA's best interests, provided that such revision of terms and conditions or performance requirements shall NOT materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP and offeror selection process.

5.9 NEXT RANKED OFFEROR

If the HDOA determines that it is unable to successfully negotiate a contract with the apparent best evaluated offeror, the HDOA reserves the right to bypass the apparent best evaluated offeror and enter into contract negotiations with the next apparent best evaluated offeror.

5.10 WARRANTY

Offeror represents and warrants that throughout the term of this contract (“Warranty Period”), the goods or services provided under this contract shall conform to the terms and conditions of this contract. Any nonconformance of the goods or services to the terms and conditions of this contract shall constitute a “Defect” and shall be considered “Defective.” If offeror receives notice of a defect during the warranty period, then the offeror shall correct the defect, at no additional charge.

Offeror represents and warrants that all goods or services provided under this contract shall be provided in a timely and professional manner, by qualified and skilled individuals, in conformity with standards generally accepted in the offeror’s industry.

If offeror fails to provide the goods or services as warranted, then offeror will re-provide the goods or services at no additional charge. If offeror is unable or unwilling to re-provide the goods or services as warranted, then the HDOA shall be entitled to recover the fees paid to offeror for the defective goods or services.

5.11 DUTY TO DISCLOSE

If circumstances change or additional information is obtained regarding any of the representations and warranties or any other disclosure statements provided by an offeror subsequent to the date of this contract, the offeror shall inform the HDOA. The offeror’s duty to disclose continues throughout the term of this contract.

5.12 TERM OF CONTRACT

The offeror shall enter into a contract for providing management services for disposal of CSUU pesticides for two (2) years commencing from no earlier than the contract start date specified in the Schedule and Significant Dates, Section 1.7.

Unless terminated, the offeror and the HDOA may extend the term of the contract for any number of additional periods or portions thereof without the necessity of re-soliciting, upon mutual agreement in writing at least sixty (60) days prior to the expiration of the contract. The contract price or commission paid to the offeror for the extended period shall remain the same or as described in this RFP.

When interests of the HDOA or the offeror so require, the HDOA or the offeror may terminate the contract for convenience by providing six (6) weeks prior written notice to the other party.

The selected offeror shall not start the performance of any work prior to the effective date of the contract and the HDOA shall not be liable to pay the selected offeror for any service or work performed or expenses incurred before the effective date of the contract.

Payment will be made in accordance with applicable State of Hawaii accounting procedures upon acceptance of the invoice(s) by the HDOA and after the offeror has successfully satisfied the service provided.

The term of the contract shall be for a once a year disposal event with the initial disposal event held on the island of Oahu only, and future events to be held on the outer islands at a date yet to be determined. An evaluation of performance and overall effectiveness will be administered after the completion of the collection event, at which time the contract may, upon mutual agreement, be extended for the following year.

5.13 REGULATORY COMPLIANCE, PERMITS, LICENSES, INSURANCE

All work must be in complete compliance with all local, county, State and Federal ordinances, rules, regulations and laws.

The offeror shall be licensed as a large quantity handler of universal waste (40 CFR 273) and permitted to handle, transport and dispose of hazardous waste as described herein. The offeror and sub-offeror(s) shall, without additional expense to the HDOA, obtain and maintain valid licenses and permits necessary for compliance with Federal, State and local laws, regulations, rules and standards. These shall include but not limited to EPA identification numbers and any permits necessary for transportation of hazardous waste in Hawaii and any other states through which wastes will be transported.

To provide collection, packaging, transportation and disposal services for hazardous materials within the State of Hawaii, the offeror must notify the Department of Health (“DOH”), Solid & Hazardous Waste Branch (“SHWB”) of regulated hazardous waste activities by completing EPA Form 8700-12 located at (<https://health.hawaii.gov/shwb/hazwaste/notification/>). Offerors who are already approved by the DOH SHWB will not have to complete form EPA Form 8700-12

The offeror must possess appropriate identification numbers and all necessary permits issued by the EPA to provide collection, packaging, transportation and disposal services for hazardous materials within the State of Hawaii. Offerors who are not approved by the EPA to dispose of hazardous materials may agree to deliver those materials to a named site that is approved by EPA to dispose of hazardous materials.

The offeror must follow all U.S. D.O.T. requirements with regards to packaging and labeling of shipping containers, placarding of vehicles, and completion of all necessary transportation documentation.

The offeror must collect, package, transport and dispose of CSUU pesticides, in accordance with applicable State and Federal law, and in compliance with the written description provided within this RFP and attachments. Ownership of waste shall pass from the owner of the pesticide to the

offeror upon the offeror's initial collection of the pesticide waste. Insurance requirements of all State and Federal hazardous waste management laws must be met.

The proposal must include all work and costs associated with the proper disposal of pesticides. Any omissions either intentional or unintentional will be the responsibility of the successful offeror.

The HDOA will not permit the offeror to collect, package, transport or dispose of pesticides through the PDP without prior approval of the HDOA. No payment will be authorized for any pesticide collection and/or disposal without prior approval of the HDOA.

Responding offerors are free to propose other methods to accomplish the pesticide collection, packaging, transportation and disposal as per the SOW in this RFP. The other proposed methods must not alter the RFP's requirements through inclusion of alternate terms and conditions nor substitute RFP requirements with alternative goods or services. The offeror is expected to meet regulations under HAR §11-273.1-10 (relating to hazardous waste management), and other Occupational, Safety and Health Administration and Department of Transportation safety regulations.

5.14 DEBRIEFING CONFERENCES

Pursuant to HAR §3-122-60, the purpose of a debriefing is to inform the non-selected offeror(s) of the basis for the selection decision and contract award. Upon notification of award, offerors whose proposals were not selected will be given the opportunity to be debriefed.

A written request for debriefing shall be made within three (3) working days after the posting of the award of the contract. The project manager or designee shall hold the debriefing, at a mutually agreeable time, within seven (7) working days to the extent practicable from the debriefing written request deadline. The debriefing will not compare the proposal of one offeror with another, other than the position of the offeror's proposal in relation to all other offeror proposals. The offeror's exercise of the opportunity to be debriefed does not constitute nor toll the time for filing a protest.

5.15 HAWAII COMPLIANCE EXPRESS

Under Hawaii law, the offeror must provide proof of compliance in order to receive a contract worth \$2,500 or more with State and county government entities in Hawaii. Offeror is advised that in order to be awarded a contract under this RFP, the offeror will be required, upon award of contract to be compliant with all laws governing entities doing business in the State of Hawaii and furnish proof of compliance with the requirements of and pursuant to HRS §103D-310(c):

- A. Chapter 237, General Excise Tax Law;
- B. Chapter 383, Hawaii Employment Security Law;
 - 1. Pursuant to HRS §103-55, the offeror shall be in compliance with all applicable laws of the Federal and State governments relating to workers' compensation,

unemployment compensation, payment of wages, and safety. Refer to <http://labor.hawaii.gov>.

- C. Chapter 386, Worker's Compensation Law;
- D. Chapter 392, Temporary Disability Insurance;
- E. Chapter 393, Prepaid Health Care Act; and,
- F. §103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State of Hawaii.

Offerors shall register with HCE and furnish proof of compliance with the requirements of HRS §103D-310(c); The HDOA will verify compliance on HCE.

HCE allows offerors to register online through a simple wizard interface at <https://vendors.ehawaii.gov/hce/> to acquire a certificate of vendor compliance. HCE allows vendors, offerors and service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. HCE replaces the necessity of obtaining paper compliance certificates from the Department of Taxation, Federal Internal Revenue Service, Department of Labor and Industrial Relations, and DCCA. Failure to provide an HCE certificate of vendor compliance may delay award or final payment.

Vendors, offerors and service providers are advised to promptly register on HCE prior to submitting a proposal. If a vendor, offeror or service provider is not compliant on HCE at the time of award, the offeror will not receive the award. The annual subscription fee is \$12.00 and the 'Certificate of Vendor Compliance' is accepted for the execution of contract and final payment.

It is the responsibility of the offeror to establish and maintain compliance. The offeror shall monitor their own compliance status and take the necessary actions to maintain uninterrupted compliance throughout the term of the contract.

5.16 PROTEST

Any actual or prospective offeror may protest to the project manager or a designee as specified in the solicitation. To be timely, a protest must be submitted by the offeror pursuant to HRS §103D-701. Any protest by the non-selected offeror pursuant to section HRS §103D-701 following debriefing shall be filed in writing, no later than 4:00 p.m., with the project manager within five (5) working days after the date upon which the debriefing is completed; specified in the Schedule and Significant Dates section of this RFP.

The protest shall be submitted in writing to the project manager: Hawaii Department of Agriculture, Pesticides Branch, c/o Adam Williams, 1428 S. King St., Honolulu, HI. 96814. Facsimile: (808) 973-9418. E-MAIL: hdoa.pdp@hawaii.gov.

5.17 PERFORMANCE BONDS

Pursuant to HAR §3-122-224, the HDOA shall require a performance bond upon approval of a contract in accordance with this RFP. The performance bond shall not to exceed fifty per cent (50%) of the amount of the contract price, as security for the faithful performance of the contract.

Acceptable performance bonds, pursuant to section HAR §3-122-222, shall be limited to:

- A. Surety bond underwritten by a company licensed to issue bonds in the State of Hawaii;
- B. Legal tender; or
- C. A certificate of deposit; credit union share certificate; or cashier's, treasurer's, teller's, or official check drawn by, or a certified check accepted by a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, and payable to the HDOA, Pesticides Branch. These instruments may be utilized only to a maximum of \$100,000. If the required amount totals over \$100,000, more than one instrument not exceeding \$100,000 each and issued by different financial institutions shall be accepted.

The performance bond requirement set forth above is a material condition for the award of a contract or any renewal or extension of any contract that is awarded. If the proposal does not comply with the performance bond requirements, the proposal shall be rejected as nonresponsive, unless the failure to comply is determined to be non-substantial pursuant to section HAR §3-122-223.

The successful offeror must make all necessary arrangements for the performance bond prior to the contract start date and prior to any subsequent performance bond deadlines. The offeror is responsible for securing the services of any fidelity or guaranty underwriter.

All performance bond documentation provided to the HDOA shall contain original signatures signed in ink.

The performance bond shall be delivered by the offeror to the State at the same time the contract is executed. Pursuant to section HAR §3-122-224, if the offeror fails to deliver the required performance and payment bonds, the offeror's award shall be cancelled, the offeror shall be subject to a claim by the State for all resulting damages, and award of the contract may be made to the next offeror in accordance with subchapter 11.

The HDOA will release the performance bond within ten (10) days of receipt of the TSDF's Certificate of Treatment.

5.18 CONTRACT INVALIDATION

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

5.19 INSURANCE

Prior to the contract start date, the offeror shall procure and maintain insurance coverage acceptable to the State in full force and effect 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:

A. Commercial General Liability Insurance

1. Commercial general liability insurance coverage against claims for bodily injury and property damage arising out of all operations, activities or contractual liability by the offeror, its employees and subofferors 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; personal and advertising injury of \$1,000,000 per occurrence; broadcasters' liability insurance of \$1,000,000 per occurrence; and 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 offeror shall be responsible for payment of any deductible applicable to this policy.

B. Automobile Liability Insurance

1. 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.

C. Workers' Compensation and Other Insurance

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

D. Certificates of Insurance

1. The offeror shall deposit with the HDOA, on or before the effective date of the contract, certificate(s) of insurance that is verified and dated within the last six (6) months necessary to satisfy the HDOA that the provisions of the contract have been complied with, and to keep such insurance in effect and provide the certificate(s) of insurance to the HDOA during the entire term of the contract. Upon request by the HDOA, the offeror shall furnish a copy of the insurance policy or policies.
2. The offeror will immediately provide written notice to the HDOA should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.
3. The certificates of insurance shall contain the following clauses:
 - a. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."

- b. “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 offeror to provide and keep in force such insurance shall constitute a material default under the contract, entitling the State to exercise any or all of the remedies provided in the contract (including without limitation terminating the contract). The procuring of any required policy or policies of insurance shall not be construed to limit the offeror’s liability hereunder, or to fulfill the indemnification provisions of the contract. Notwithstanding said policy or policies of insurance, the offeror shall be responsible for the full and total amount of any damage, injury, or loss caused by the offeror’s negligence or neglect in the provision of services under the contract.

SECTION SIX

SPECIAL PROVISIONS

6.1 ASSIGNMENT AND SUBCONTRACTING

The offeror may not subcontract, transfer, or assign any portion of the contract awarded as a result of this RFP without prior approval of the HDOA. The HDOA reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.

If the offeror intends to use sub-offerors, the proposal to this RFP must specifically identify the scope and portions of the work each sub-offeror will perform (refer to Attachment 4, Section B, General Qualifications & Experience, Item B.16).

Sub-offerors identified within an offeror's proposal to this RFP will be deemed as approved by the HDOA unless the HDOA expressly disapproves of one or more of the proposed sub-offerors prior to signing the contract.

After contract award, the selected offeror may only substitute an approved sub-offeror at the discretion of the HDOA and with the HDOA's prior, written approval.

Notwithstanding any HDOA approval relating to subcontracts, the offeror who is awarded a contract pursuant to this RFP will be the prime offeror and will be responsible for all work under the SOW and tasks discussed throughout this RFP.

6.2 RIGHT TO REFUSE PERSONNEL OR SUB-OFFERORS

The HDOA reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime offeror or a sub-offeror providing goods or services in the performance of a contract resulting from this RFP. The HDOA will document in writing the reason(s) for any rejection of personnel.

6.3 SEVERABILITY

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the HDOA and offerors will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

6.4 OWNERSHIP OF WORK

All proposals, revisions, design files, specifications, graphics, and other content related to this proposal shall be the intellectual property of the HDOA. All services performed and all material created or produced pursuant to this RFP will be delivered to the HDOA. Offeror relinquishes all rights, including intellectual property rights, in and to such services or materials. Offeror must provide all original, raw or native design/data files in a format acceptable to the HDOA for use,

reproduction and/or revision. Final files must be provided to the HDOA in an online-ready format, ready to post on the HDOA website.

6.5 CONTRACT NEGOTIATIONS

The HDOA will notify, in writing, the offeror selected for contract negotiations after the HDOA has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the HDOA.

Only the HDOA's official, written responses and communications with offerors are binding with regard to this RFP. Oral communications between an HDOA official and one or more offerors are unofficial and non-binding.

6.6 TAX LIABILITY

Work to be performed under this solicitation is a business activity taxable under HRS §237, and if applicable, taxable under HRS §238. Offeror is advised that they are liable for the State of Hawaii General Excise Tax ("GET") at the applicable county rate. If, however, the 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.

Offeror shall submit its current Hawaii GET License I.D. number in the space provided on the NOIR (Attachment 1), thereby attesting that the offeror is doing business in the State and that offeror will pay such taxes on all sales made to the State.

6.7 REPORTS AND PROJECT CONTROL

The Offeror will work closely with the HDOA to arrange time schedules for the project. Any schedule changes must be submitted in writing and approved by the HDOA.

A copy of any report, manifest or other form sent to any other party concerning this project must also be sent to the HDOA, and must include appropriate collection references.

A. Final Report

1. A final report (referencing the collection manifest and other related documentation) shall be submitted to the HDOA within 30 days of the completion of the contract, summarizing all waste quantities of pesticide (indicating net weight) and types collected, active ingredient, EPA registration number (if applicable), method of disposition, costs of disposition, how the waste was packaged and transported, each participant's type of business, Standard Industrial Classification ("SIC") code (if applicable), and the status of any waste awaiting further management.
2. The final report shall include all costs billed to the HDOA for the collection, transportation, and disposal of CSUU pesticides. If separate arrangements are made to dispose of wastes from any participant in excess of the 250 pounds paid for by the

HDOA, the final report shall contain a brief summary of the total amount of waste contributed and the number of participants paying disposal costs for waste in excess of 250 pounds in conjunction with this program.