

Division of Aquatic Resources

REQUEST FOR PROPOSALS
No. DAR RFP 2026 02

SEALED OFFERS
FOR

**Statewide Day-Use Mooring Buoy Program
Management**

STATE OF HAWAII
DEPARTMENT OF LAND & NATURAL RESOURCES

WILL BE RECEIVED UP TO 2:00 PM (HST) ON SEPTEMBER 8, 2026

ELECTRONICALLY THROUGH THE STATE OF HAWAII ELECTRONIC
PROCUREMENT SYSTEM (HiePRO).

Laura Jackson

Laura A Jackson
DAR Procurement Officer

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF AQUATIC RESOURCES
1151 PUNCHBOWL STREET, ROOM 330
HONOLULU, HAWAII 96813

NOTICE TO OFFERORS

Specifications for Solicitation No. **DAR RFP 2026 02 Statewide Day-Use Mooring Buoy Program Management** are available for download on the State of Hawaii Electronic Procurement System (HlePRO). **All offers are due through electronic submittal on HlePRO by:**

Offers are due: **Date: September 8, 2026**
 Time: 2:00 PM (HST)

At the time of the Award, Offeror shall be compliant with the State Rules and Regulations through Hawai'i Compliance Express (HCE), if not compliant, award shall not be issued. Offeror shall submit the original signed OFFER FORMS and supporting documentation for DAR RFP 2026 02 uploaded to HlePRO.

The award, if awarded, shall be subject to the availability of funds.

Should there be any question on this matter, please contact Laura Jackson at laura.a.jackson@hawaii.gov.

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SECTION ONE

INTRODUCTION, TERMS AND ACRONYMS, KEY DATES

1.1 INTRODUCTION

The State of Hawaii, Department of Land and Natural Resources (DLNR), Division of Aquatic Resources (DLNR-DAR) is responsible for the protection and restoration of coral reef resources in locations throughout the state. Day-use mooring buoys provide safe anchorage to commercial and recreational boaters while preventing impacts to sensitive aquatic habitats like coral reefs. DLNR's statewide Day-Use Mooring Buoy (DMB) Program was established in 1991 and currently consists of 223 mooring sites statewide. The purpose of this solicitation is to contract support for the DMB program through five tasks across a performance period of **twelve (12) months**:

- 1) Administer and coordinate statewide DMB program.
- 2) Inspect, maintain and repair existing DMBs.
- 3) Assist with expanding the DMB network.
- 4) Conduct public outreach and stakeholder engagement.
- 5) Identify and pursue additional funding opportunities.

The selected contractor will be responsible for inspecting, maintaining, and expanding the network, and for leading public outreach efforts associated with the DMB Program across multiple islands.

Regardless of yearly funding availability, DLNR-DAR intends to establish a formal contractual partnership to ensure long-term program continuity and cost-effective implementation. The selected contractor must have the capacity to execute the program incrementally, leveraging available State funding while working with DAR to seek additional funding and partnerships.

DAR Principal Investigator: David Sakoda, DAR Program Manager,
David.sakoda@hawaii.gov

DAR Project Coordinator: Kirsten Moy, HCRI-DAR Project Manager,
KMoy@hawaii.edu

1.2 CANCELLATION

This request for proposals (RFP) may be canceled and any or all proposals rejected in whole or in part, without liability to the State, when it is determined to be in the best interest of the State.

1.3 TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION

BAFO	Best and Final Offer
Contractor	Winning Bidder/Contractor
Coordinator	DAR Project Coordinator
CPO	Chief Procurement Officer
DAGS	Department of Accounting and General Services
DAR	Division of Aquatic Resources
DMB	Day-Use Mooring Buoy
GC	General Conditions, issued by the Department of the Attorney General
GP	General Provisions
Procurement Officer	The contracting officer for the State of Hawaii, State Procurement Office
State	State of Hawaii

1.4 RFP SCHEDULE AND SIGNIFICANT DATES

This schedule represents the State's best estimate of the schedule that will be followed. All times indicated are Hawai'i Standard Time (HST). If a component of this schedule, such as "Proposal Due deadline" is delayed, the rest of the schedule will likely be shifted by the same number of days. Any changes to the RFP Schedule and Significant Dates shall be reflected in and issued in an amendment. The approximate schedule is as follows:

Release of Request for Proposals	August 10, 2026
Due Date to Submit Questions	August 24, 2026, @ 2:00 PM HST
State's Response to Questions	August 28, 2026, by 2:00pm HST
Proposals Due Date/Time	September 8, 2026 @ 2:00 PM HST
Notice of Award	TBD but likely by September 16, 2026
Contract Start Date	As determined by the Notice to Proceed, potentially by October 15, 2026

1.5 QUESTIONS ON RFP

The purpose is to provide Offerors an opportunity to submit written questions about the procurement.

All questions shall be submitted by the due date specified in Section 1.4 *RFP Schedule and Significant Dates*, as amended.

The State will respond to questions through Addenda/Amendments by the date specified in *SECTION 1.4, RFP SCHEDULE AND SIGNIFICANT DATES*, as amended.

SECTION TWO

BACKGROUND AND SCOPE OF WORK

2.1 PROJECT OVERVIEW AND OBJECTIVE

The purpose of this solicitation is to contract support for the DMB program through five tasks across a performance period of twelve (12) months:

1. Administer and coordinate statewide DMB program.
2. Inspect, maintain and repair existing DMBs.
3. Assist with expanding the DMB network.
4. Conduct public outreach and stakeholder engagement.
5. Identify and pursue additional funding opportunities.

2.2 SCOPE OF WORK

Winning bidder/contractor (hereafter “Contractor”) will perform the following tasks:

Task 1) Administer and coordinate statewide DMB program.

- Lead the DMB Program with oversight provided by DLNR-DAR and DOBOR, including a minimum monthly program call with the DAR Coordinator.
- Refine and improve the database (backend and public facing) of all current DMBs, including condition assessments, maintenance schedules, and new installations. See *ATTACHMENT 3* for list of current DMBs.
- Provide quarterly reports detailing program progress, expenses, and outcomes.

Task 2) Inspect, maintain and repair existing DMBs.

- Evaluate and adjust the minimum routine inspection frequency for site-specific DMBs informed by their usage rates, ocean conditions, available funding, and other factors as needed.
- Conduct and coordinate routine inspections of permitted DMBs.
- Perform emergency repairs and replacements for damaged or missing moorings.
- Upgrade aging mooring tackle to standardized, durable components as specified in State-approved standards (see *ATTACHMENT 4*).

Mooring Materials

The list of recommended materials is provided with diagrams in the *DMB MATERIALS AND DIAGRAMS ATTACHMENT 5*. No specific brand or make is required. The Contractor may request changes to the mooring materials list for approval of DAR Coordinator and DOBOR engineers.

The Contractor shall provide/procure all necessary materials required for maintenance, including all shipping, handling, and delivery to the project site. Should the actual quantities of materials used for repair/maintenance be less than what is purchased with awarded funding, all unused materials shall be documented and delivered to a district DAR office.

- The Contractor shall be responsible for the purchasing, ordering, delivery, storage and transportation of all materials, hardware and buoys for installation, repairs and maintenance as shown in *ATTACHMENTS 5 DMB MATERIALS AND DIAGRAMS* and *6, INSPECTION MAINTENANCE REPAIR LOGS*.
- All mooring assembly components materials shall be manufactured in the United States and domestically forged and milled steel and be hot dipped galvanized unless specified or approved otherwise by the Coordinator.
- The Contractor shall stock materials, hardware, and buoys, for repairs during the contract period.
- Unless otherwise noted, all shackles and mooring rings shall be hot dip galvanized by the manufacturer.

Inspection and Maintenance

Inspection and maintenance Best Management Practices (BMPs) developed for five DMBs at Kaukala'ela'e in Kona on Hawai'i Island are provided in *ATTACHMENTS 4 - 6* as an example approved methodology. Sections may be amended or removed as appropriate and with approval by the DAR Coordinator. Guidance on conduct around spill prevention, protected species, protection of the marine environment, protection of upland resources, and protected species BMPs should be preserved and amended only with approval from DLNR-DAR and regulatory authorities.

Inspections will be conducted for all moorings twice annually. Competitive bidders will strategically plan site visits to minimize boat time to conduct the inspections. The Contractor shall inspect the entire mooring assembly for wear and damage at a minimum frequency of twice per year or when directed by the DAR project coordinator (hereafter "Coordinator"). Worn or damaged moorings shall be repaired on site. The Contractor shall use the following terms in inspection reports:

- "Satisfactory" when the condition of the buoy component ranges from new to having minimal wear or damage.

- “Poor” for a buoy component that has twenty-five (25) to fifty (50) percent wear or damage. The Contractor shall replace any component that shows twenty-five (25) to fifty (50) percent wear or damage.
- “Bad” when there is fifty (50) percent or more wear or damage to the buoy component. The Contractor shall change out the components immediately while on station for the inspection if there is fifty (50) percent or more wear.
- “Missing” when a component or assembly is not where it is supposed to be.

If during an inspection the Contractor has determined that only the seize wire/shackle anchor pins need to be replaced, and no other repair or maintenance is necessary, Contractor shall replace the seize wire/shackle anchor pin as part of the inspection and not charge the service as repair. The cost for replacing seize wire or shackle anchor pins shall be included in the Contractor’s bid proposal for inspection.

The Contractor shall have replacement stock on hand when performing inspections or repairs. The Contractor should immediately remedy a situation where an imminent failure of buoy components may occur.

The Contractor shall complete a Day-Use Mooring Inspection/Repair Log (Attachment 6) and submit this report log to the Coordinator within 90 days of the biannual round of inspections, at a frequency of every six months.

The Day-Use Mooring Inspection/Repair Log (Attachment 6) shall document all materials used and work performed for repairs. These shall be submitted electronically to the Coordinator using the format shown under Attachments 5 and 6 within seven (7) calendar days after each inspection.

- The Contractor shall complete the Mooring Inspection/Repair Log and document any replaced components and the date of the repair.
- The Contractor will remove any unused mooring assemblies or material that would possibly affect in-use mooring assemblies or cause damage to any property at the site.
- The required reports can be modified as agreed upon by the Contractor and Coordinator to provide an accurate list of mooring assembly materials, inspection, and maintenance thereof as appropriate.
- The Contractor shall take photographs of the hardware that is other than “satisfactory.” The photographs of the hardware shall be included with the DMB Inspection/Repair Logs in a digital format (JPEG and/or a PDF electronic copy).

The Coordinator reserves the right to inspect work as needed.

Buoy Maintenance

The ordering, receipt, handling, transportation and preparation of the materials and equipment are a part of the mobilization and demobilization. Mobilization and demobilization shall consist of the transporting, assembling, constructing, making ready for use at the job site and cleaning up, all the equipment, machinery, structures, utilities, materials, labor, and incidentals necessary to do the work covered by this contract. The Contractor shall not receive any compensation for mobilization and demobilization in addition to those specified in the Bid.

To prevent the Contractor from having to re-visit a buoy or re-mobilize unnecessarily, repairs and maintenance may be performed immediately following a buoy inspection while the Contractor is still on station at the buoy. This portion of the contract shall be done on the same schedule as the inspection.

The Contractor shall replace mooring system components, and replace any hardware that is cracked, unsuitable, or has over 25% wear. Wear shall be determined using a hand-held measurement tool provided by the Contractor and agreed upon by the Coordinator. Marine growth shall be removed around the area to be measured. The Contractor shall replace broken, cracked (no longer usable), unsuitable (not satisfactory), or lost buoys. The Contractor shall also replace any missing or loose seize wire, cotter pins, or screw pins.

The Contractor shall perform in-water (Diving) or Topside preventative maintenance. Maintenance requirements shall include but are not limited to tightening or adjusting chains, shackles, swivels; identification markings or replacing identification markings (maintaining uniformity within the respective mooring field); replacing chains, cotter pins, swivels, etc., as needed.

The minimum that the Contractor must do to secure any threaded parts of the buoy components is to seize-tie wire all screw pin anchor shackles. The Contractor shall use single strand, insulated copper wire as seizing wire. Sound judgement shall be employed by the dive team leader and the team to determine the level of maintenance required to ensure a secure buoy system by considering all relevant factors such as how often the moorings are being inspected, perceived electrolysis in the area, vessel type and size if buoy system is used as a mooring.

The Contractor shall perform out-of-the-water buoy maintenance at a designated site as agreed upon by the Coordinator. The Contractor shall retrieve worn-out and damaged buoys, clean, and transport them to and

from designated sites for refurbishing, replacement, or disposal. Replacement of mooring buoys systems must conform to DAR's specifications.

Ancillary Requirements

The Contractor shall always maintain his/her boat to ensure safe-operating conditions. The Contractor shall be responsible for the cost of maintenance, repair, tools, fuel, and navigational equipment required by Federal, State, and/or City and County laws and regulations. When the Contractor's boat is not available, the Contractor shall acquire a boat by renting, leasing, or other means at no additional cost to the State. The Contractor shall not hold the State liable for damage or loss of property, i.e., equipment, tools, motors, etc., while on State property such as at harbor dock, mooring, launch ramp, parking lot or impound yard.

The Contractor shall expect recreational or commercial vessels to be potentially present on a mooring when conducting inspections and/or making minor repairs. In such instances, the Contractor shall reschedule inspection/minor repair (i.e. moorings in need of major repairs that are unsafe to use should not be left for recreation or commercial vessels to use until repairs are made and the mooring is restored to good condition) or secure the recreational or commercial vessel in such a way that inspection and/or repair may be conducted in a safe and secure manner. The Contractor assumes all responsibility and liability related to the mooring work for recreational or commercial vessel and crew.

The Contractor shall dispose of used hardware acquired from the repairs of a buoy assembly.

The Contractor's Dive Team shall include a minimum of 3 members, one of which shall be designated as the Dive Team Supervisor.

Due to the nature of work in this RFP, bidders or a member of the bidder's team must possess a valid State Contractor's license, Classification "A" or "C-68UW". Work must be done by contractors who are licensed by the State Contractors License Board in accordance with Chapter 444, HRS; Title 16, Chapter 77, Hawaii Administrative Rules; and statutes amendatory thereto. Please provide proof of license with your bid.

CONTRACTOR QUALIFICATIONS

1. Experience Requirement: Contractor shall have a minimum of 10 years' experience in buoy inspection, repair, and maintenance. Contractor shall be experienced in the use of underwater hand tools, pneumatic tools, and lift bags. Contractor shall provide, at time of bid, a list of at least 3 buoy maintenance, repair, or replacement projects completed

within the last 10 years with contact information for the owner/agency responsible for oversight and management of the projects.

2. First Aid and CPR Training: All members of the winning contractor's dive team shall be First Aid and CPR trained. First Aid and CPR training certifications for each dive team member must also be provided at time of bid. The contractor may add or remove members from the dive team, provided First Aid and CPR training certifications are provided prior to participating in any work.
3. OSHA Requirement: All members of the dive team shall be properly trained to meet all OSHA requirements related to underwater work as set forth in the latest General Industry Standards, Part 2, Chapter 97.
4. Insurance Requirement: Contractor shall possess general liability insurance with limits of \$1,000,000 per incident and \$2,000,000 aggregate with the State named as additional insured.

Task 3) Assist with expanding the DMB network.

- Develop a phased plan for installing new moorings annually based on aquatic resource protection value, stakeholder input, and funding availability.
- Assist DLNR-DAR with permitting and regulatory approvals for new DMB locations including a statewide programmatic environmental assessment (EA).

Task 4) Conduct public outreach and stakeholder engagement.

- Conduct educational campaigns for recreational and commercial boaters on proper mooring use.
- Develop digital resources (e.g., maps, instructional videos) to increase public awareness of DMB locations and best practices.
- Engage community groups, conservation organizations, ocean recreation users and operators, and other stakeholders in program stewardship.

Task 5) Identify and pursue additional funding opportunities.

The State anticipates funding a base annual amount for these services. However, it is possible that this amount will not cover the full scope of the services described in this RFP. Therefore, the State intends for this contract to also facilitate the selected vendor helping identify relevant funding opportunities and, in collaboration with DAR personnel, develop proposals (and potentially submit and/or manage subsequent awards) to augment the yearly State funding allocation.

- Assist DLNR-DAR in securing additional funding through state, federal, and private grants.
- Explore public-private partnerships to support long-term program sustainability.

- Provide recommendations on cost-effective management strategies that minimize operational expenses.

2.3 OFFEROR'S QUALIFICATIONS

The following are minimum qualifications the Offeror must meet for their proposal submittal to be eligible for evaluation. The Offerors submittal should be sufficiently detailed to clearly show how you meet the minimum qualifications without looking at any other material. Those that are not clearly responsive to these minimum qualifications shall be rejected by the State without further consideration.

Offeror must meet the minimum requirements to be considered responsive. Failure to meet these minimum requirements will cause the Offeror to be rejected from further evaluation. The Contractor shall have the following qualifications:

Experience & Expertise

- At least 10 years of experience in marine conservation and outreach in Hawai'i.
- Significant experience with mooring buoy installation and maintenance.
- Experience and knowledge of the state's Day-Use Mooring Buoy Program and of existing day-use moorings in state waters.
- Knowledge of the coral reef ecosystems in Hawai'i.
- Demonstrated experience and relationships with Hawai'i ocean users and user dynamics.
- Experience with environmental compliance statutes, regulations, and processes relevant to siting and maintaining mooring buoys in Hawai'i waters.

Technical & Operational Capacity

- Ability to conduct underwater inspections, maintenance, and emergency buoy replacements.
- Access to diving and marine vessel resources necessary for project execution.
- Understanding of where and how to efficiently source appropriate mooring buoy equipment and supplies.

Financial & Administrative Capacity

- Ability to manage grant and contract funding and provide detailed programmatic and financial reports.
- Strong record of compliance with state and federal environmental regulations and procurement processes.

Stakeholder Engagement & Public Outreach

- Proven track record of working with relevant government agencies, community groups, and marine industry stakeholders in Hawai'i.
- Experience in education, outreach, and engagement with Hawai'i ocean users.

2.4 OFFEROR'S RESPONSIBILITIES

1. Perform all tasks in the Scope of Work.
2. Issues brought to the Offeror's attention must be addressed within forty-eight (48) hours.
3. Selected Offeror must provide summary reports to DAR twice a year (Coordinator will provide schedule after Notice to Proceed) and periodic project update briefings to Coordinator.
4. If awarded, the Contractor shall not commence any work until it obtains, at its own expense, all required insurance. Such insurance must have the approval of the Department as to limit, form and amount and must be maintained with a company authorized by law to issue such insurance in the State of Hawaii. All insurance described herein will be maintained by the Contractor for the full period of the contract and in no event will be terminated or otherwise allowed to lapse prior to written certification of final acceptance by the Department. Certificate(s) of Insurance acceptable to the Department shall be provided to the Contract Administrator prior to commencement of work. The insurance policies shall name the State of Hawaii, its officers and employees as an additional insured and such coverage shall be noted on the Certificate. The Contractor's General Liability Insurance shall be no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The Contractor's Automobile Insurance shall be no less than \$1,000,000 per accident.

2.5 DAR RESPONSIBILITIES

1. Review and approve project deliverables.
2. Monitor project progress through status meetings, status reports, and project schedules, bring issues to Contractor's attention in a prompt manner.
3. Issue payment to Vendor upon receiving acceptable deliverables and appropriate invoices while ensuring that vendor is HCE compliant before processing invoices.

2.6 TERM OF CONTRACT

Successful Offeror shall be required to enter in a formal written contract to commence work on this project. The initial term of the contract shall be for a 12-month period starting on the official commencement date of the Notice

to Proceed. The contract may be extended for up to four (4) additional option months, or any portion thereof without the necessity of re-bidding, if mutually agreed upon in writing prior to contract expiration. Option months will be exercised subject to funding availability, satisfactory contractor performance, and program priorities. Renewals may include contract modifications to account for changes in available funding, due to the dynamic nature of the Ocean Stewardship Fund's Aloha i ke Kai Program. The Contractor or State may terminate the extended contract period at any time upon two (2) weeks prior written notice.

The initial contract period of performance is intended to begin approximately in mid-October 2026 and end mid-October 2027.

2.7 FUNDING AND PAYMENT

2.7.1 Funding is limited to Ocean stewardship special funds and subject to availability.

2.7.2 Payment shall be made upon submission of signed invoices as requested and upon review and acceptance by the State. At the time of invoicing, applicant shall be compliant with the State's Rules and Regulations through the Hawaii Compliance Express. If not compliant, payments shall not be issued.

2.8 CONTRACT ADMINISTRATOR

For the purpose of this contract, Laura Jackson, 808-640-1164, or authorized representative, is designated the Contract Administrator.

SECTION THREE

PROPOSAL FORMAT AND CONTENT

3.1 OFFEROR'S AUTHORITY TO SUBMIT AN OFFER

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

3.2 REQUIRED REVIEW

3.2.1. Before submitting a proposal, each Offeror must thoroughly and carefully examine this RFP, any attachment, addendum, and other relevant document, to ensure Offeror understands the requirements of the RFP. 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.

- 3.2.2. Should Offeror find defects and questionable or objectionable items in the RFP, Offeror shall notify the Division of Aquatic Resources in writing prior to the deadline for written questions as 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 of a defective solicitation and exposure of preproposal(s) upon which award could not be made.

3.3 PROPOSAL PREPARATION COSTS

All costs incurred by the Offeror in preparing or submitting a proposal shall be the Offeror's sole responsibility whether any award results from this RFP or not. The State shall not reimburse such costs.

3.4 TAX LIABILITY

- 3.4.1. Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Contractor is advised that they are liable for the Hawaii GET at the current 4.5% for sales made on Oahu. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax-exempt status and cite the HRS chapter or section allowing the exemption.
- 3.4.2. Federal I.D. Number and Hawaii General Excise Tax License I.D. Offeror shall submit its current Federal I.D. No., and Hawaii General Excise Tax License I.D. number in the space provided on Offer Form, page OF-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.

3.5 PROPERTY OF STATE

All proposals become the property of the State of Hawaii.

3.6 CONFIDENTIAL INFORMATION

- 3.6.1. If an Offeror believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld from disclosure as confidential, then the Offeror shall inform the Procurement Officer named on the cover of this RFP in writing and provided with justification to support the Offeror's confidentiality claim. Price is not considered confidential and will not be withheld.

- 3.6.2. An Offeror shall request in writing nondisclosure of information such as designated trade secrets or other proprietary data Offeror considers to be confidential. Such requests for nondisclosure shall accompany the proposal to facilitate eventual public inspection of the non-confidential portion of the proposal.

3.7 EXCEPTIONS

Should Offeror take any exception to the terms, conditions, specifications, or other requirements listed in the RFP, Offeror shall list such exceptions in this section of the Offeror's proposal. Offeror shall reference the RFP section where exception is taken, a description of the exception taken, and the proposed alternative, if any. The State reserves the right to accept or not accept any exceptions.

No exceptions to statutory requirements of the AG General Conditions shall be considered.

3.8 PROPOSAL OBJECTIVES

- 3.8.1. One of the objectives of this RFP is to make proposal preparation easy and efficient, while giving Offerors ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective.
- 3.8.2. Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate for the purpose. Emphasis will be on completeness and clarity and content.
- 3.8.3. When an offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in the RFP and any supplemental tasks the Offeror has identified as necessary to successfully complete the obligations outlined in this RFP.
- 3.8.4. 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 Section 2.2 SCOPE OF WORK.
- 3.8.5. 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.

3.9 PROPOSAL FORMS

3.9.1. 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 providing in the RFP or in any subsequent addendum may be rejected without further consideration.

3.9.2. Offer Form, Page OF-1. Offer Form, OF-1 is required to be completed using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable, in the appropriate space on Offer Form, OF-1. Failure to do so may delay proper execution of the Contract.

The Offeror's authorized signature on the Offer Form, OF-1 shall be an original signature in ink, which shall be required before an award, if any, can be made. The submission of the proposal shall indicate Offeror's intent to be bound.

3.9.3. Offer Form, Page OF-2. Pricing shall be submitted on Offer Form OF-2. The price shall be an all-inclusive cost, including the GET, to the State. No other costs will be honored. Any unit prices shall be inclusive.

3.10 PROPOSAL CONTENTS

Proposals must:

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

3.10.2. Include a signed Offer Form OF-1 with the complete name and address of Offeror's firm and name, mailing address, telephone number, and fax number of the person the State should contact regarding the Offeror's proposal.

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

a. The general scope of work to be performed by the subcontractor.

b. The subcontractor's willingness to perform for the indicated.

3.10.4. Provide all the information requested in the RFP in the order specified.

3.10.5. Be organized into sections, following the exact format using all titles, subtitles, and numbering, with tabs separating each section below. Each section must be addressed individually, and pages must be numbered.

a. **Transmittal Letter**

See ATTACHMENT 1, OFFER FORM OF-1.

b. **Experience and Capabilities**

- 1) A complete, relevant, and current client listing.
- 2) The number of years Offeror has been in business and the number of years Offeror has performed services specified by this RFP.
- 3) A list of key personnel and associated resumes for those who will be dedicated to the project.
- 4) A list of at least three (3) references from the Offeror's client listing that may be contacted by the State as to the Offeror's past and current job performance. Clients should be of a similar size, function, and business as DAR. Offeror shall provide names, titles, organizations, telephone numbers, email, and postal addresses.
- 5) A summary listing of judgements or pending lawsuits or actions against, adverse contract actions, including termination(s), suspension, imposition of penalties, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations against your firm. If none, so state.
- 6) A list of sample projects and/or examples of written plans.

c. **Proposal Narrative:**

- 1) Detailed approach to managing and maintaining the DMB Program.
- 2) Proposed methodology for DMB inspections, repairs, and installations.
- 3) Proposed methodology for improving and maintaining the DMB database.
- 4) Capability and experience to lead and/or assist with identifying and seeking additional DMB Program funding and ability to implement strategy as funding becomes available.

- 5) Knowledge of and experience with relevant environmental assessment and permitting requirements and processes.
- 6) Strategies and implementation capacity for engaging relevant stakeholders (e.g., dive shops and other ocean users) and educating the boating public.

d. **Pricing**

See *ATTACHMENT 2, OFFER FORM OF-2*.

e. **Exceptions**

3.11 RECEIPT AND REGISTER OF PROPOSALS

Proposals will only be received within the State of Hawaii Electronic Procurement System (HlePRO). All offers are due through electronic submittal on HlePRO by September 8, 2026, by 2:00 PM (HST).

At the time of the Award, Offeror shall be compliant with the State Rules and Regulations through Hawai'i Compliance Express (HCE), if not compliant, award shall not be issued. Offeror shall submit the original signed OFFER FORMS and all other offer documents for DAR RFP 2026 02 uploaded to HlePRO.

3.12 BEST AND FINAL OFFER (BAFO)

If the State determines a BAFO is necessary, it shall request one from the Offerors. The Offerors shall submit its BAFO and any BAFO received after the deadline or not received shall not be considered.

3.13 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF OFFERS

- 3.13.1. The Offeror may modify or withdraw a proposal before the proposal due date and time.
- 3.13.2. Any change, addition, deletion of attachment(s) or data entry of an Offer may be made prior to the deadline for submittal of offers.

3.14 MISTAKES IN PROPOSALS

- 3.14.1. Mistakes shall not be corrected after award of contract.
- 3.14.2. When the Procurement Officer knows or has reason to conclude before award that a mistake has been made, the Procurement Officer may request the offeror to confirm the proposal. If the Offeror alleges

mistake, the proposal may be corrected or withdrawn pursuant to this section.

3.14.3. Once discussions are commenced or after best and final offers 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 best and final offers.

3.14.4. If discussions are not held, or if the best and final offers upon which award will be made have been received, mistakes shall be corrected to the intended correct offer whenever the mistake and the intended correct offer are clear on the face of the proposal, in which event the proposal may not be withdrawn.

3.14.5. If discussions are not held, or if the best and final offers upon which award will be made have been received, an Offeror alleging a material mistake of fact which makes a proposal non-responsive may be permitted to withdraw the proposal if: the mistake is clearly evident on the face of the proposal but the intended correct offer is not; or the Offeror submits evidence which clearly and convincingly demonstrates that a mistake was made.

3.14.6. Technical irregularities are matters of form rather than substance evident from the proposal document, or insignificant mistakes that can be waived or corrected without prejudice to other Offerors; that is, when there is no effect on price, quality, or quantity. If discussions are not held or if best and final offers upon which award will be made have been received, the Procurement Officer may waive such irregularities or allow an Offeror to correct them if either is in the best interest of the State. Examples include the failure of an Offeror to: return the number of signed proposals required by the request for proposals; sign the proposal, but only if the unsigned proposal is accompanied by other material indicating the Offeror's intent to be bound; or to acknowledge receipt of an amendment to the request for proposal, but only if it is clear from the proposal that the Offeror received the amendment and intended to be bound by its terms; or the amendment involved had no effect on price, quality or quantity.

SECTION FOUR

EVALUATION CRITERIA

4.1 RECEIPT AND REGISTER OF PROPOSALS

Submission of a proposal shall not create rights, interest, or claims of entitlement in any proposer, including the best evaluated proposer. The State reserves the right, at its sole discretion, to reject any and all proposals in accordance with applicable laws and regulations; including, but not limited to unreasonably high prices, failure of all proposals to meet technical specifications, error in the request for proposals, cessation of need, unavailability of funds, or a determination by the procurement agency that proceeding with the procurement would be detrimental to the best interests of the State.

4.1.1 WEIGHTING AND EVALUATION OF PROPOSALS

Proposals will be ranked by an evaluation committee consisting of three or more government officials. Evaluation criteria and their associated points are listed below. The award will be made to the responsible provider(s) whose proposal is/are determined to be the most advantageous to the State based on the evaluation criteria listed in this section. Proposals will be reviewed for inclusion of necessary documents and proposal requirements; any proposals that do not contain the required documents may be deemed unacceptable. All acceptable proposals will be viewed by an evaluation committee as specified in this section. The State reserves the right to determine what is in the State's best interest in this evaluation process. The proposal with the most value for the State may not necessarily be the proposal offering the lowest cost. The State reserves the right to select portions of a proposal, or to reject all proposals.

Evaluation Criteria - Those proposals that are determined to be acceptable shall be evaluated based upon the criteria detailed below. The evaluation process will award points for each criterion based on the total available points for that criterion (e.g., Total points = 100: high score = 100, low score = 0). The sum of all criteria will equal the total proposal score. Those proposals failing to receive a minimum qualifying score (65) shall be disqualified from further consideration. The total number of points used to score this proposal is 100.

Proposals submitted will be evaluated using the following criteria:

1. Relevant Subject Matter Experience. Total points = 30
 - Provider has professional qualifications and experience that will allow them to perform actions described in the RFP and submitted proposal.
 - Working knowledge of mooring buoys and their inspection and maintenance.
 - Previous experience and proficiency in designing and developing relational databases, web applications, and other public-facing web resources.

2. Technical Approach. Total points = 25
 - Project objectives, details, and relevant information adequately address the description of work and can be completed within the award period.
 - Proposed methods to achieve the objectives are determined to be the best option.
 - Project staff can start within a reasonable amount of time.
3. Compliance & Administrative Capacity. Total points = 20
 - Vendor is HCE compliant and provided all required documentation.
 - Previous experience in compliance with permitting and environmental consultations for relevant regulated actions.
 - Demonstrated success working with the state of Hawaii.
 - Previous experience in pursuing and securing competitive funding opportunities.
4. Stakeholder Engagement & Outreach Experience. Total points = 15
 - Proposal includes strategic communication for engaging relevant and diverse stakeholders (e.g., community groups, conservation organizations, dive shops, other ocean users).
 - Provider has experience in and capacity for educating relevant and diverse stakeholders.
5. Budget Feasibility & Cost Efficiency. Total points = 10
 - The budget should be adequate to complete the scope of work and budget expenses should be relevant to project objectives.
 - Budget should include cost information for labor, mobilization costs/transportation, materials, and supplies.
 - Budget should include allowance for non-routine repair work as directed and approved by the Coordinator (i.e. inspection necessitates immediate additional unplanned workday).

SECTION FIVE

[ATTACHMENTS](#)

Attachments and Offer Forms are additional documents provided along with this RFP.

Attachment 1.	Offer Form OF-1
Attachment 2.	Offer Form OF-2
Attachment 3.	2026 DMB Coordinates
Attachment 4.	State-Approved Mooring Best Management Practices
Attachment 5.	Mooring Material List and Diagrams
Attachment 6.	Mooring Buoy Inspection/Repair Log