



LEGAL AD DATE: November 22, 2022

**REQUEST FOR PROPOSALS
RFP No.: RFP-23-05-READ**

**SEALED OFFERS FOR
A FEASIBILITY STUDY FOR DIGITIZING THE DEPARTMENT OF AGRICULTURE
PLANTS AND ANIMALS DECLARATION FORM AND TOURISM SURVEY AND
IMPLEMENTATION OF A SYSTEM TO MANAGE DATA STORAGE, COLLECTION,
AND DISSEMINATION**

**DEADLINE TO APPLY:
December 27, 2022, 4:00 p.m., HST**

No proposal in response to this RFP shall be considered if received at the Department of Business, Economic Development, and Tourism (DBEDT) after the stated due date and time. An offeror shall assume full responsibility for timely delivery of the proposal to DBEDT as noted herein. No exceptions will be considered for any proposal submitted after the due date and time.

Issued by:
**DEPARTMENT OF BUSINESS, ECONOMIC DEVELOPMENT, AND TOURISM
STATE OF HAWAII**

**No. 1 Capitol District Building
250 South Hotel Street, Room 435, Honolulu, Hawai'i 96813
Website: <http://dbedt.hawaii.gov/>**

**QUESTIONS RELATING TO THIS PROPOSAL SHOULD BE SUBMITTED TO
Dr. Eugene Tian, Telephone: (808)586-2466, Fax (808)586-8449
Email: DBEDT.READ.RFP@hawaii.gov**

/s/
Mike McCartney

**DIRECTOR,
DEPARTMENT OF BUSINESS, ECONOMIC DEVELOPMENT, AND TOURISM
STATE OF HAWAII**

PROPOSAL DELIVERY INFORMATION

**ALL SUBMISSIONS SHALL BE RECEIVED
NO LATER THAN
December 27, 2022, 4:00 P.M. Hawai'i Standard Time (HST)**

EMAIL DELIVERY ONLY

Proposals shall be received by email only to Tammy Lam at DBEDT.READ.RFP@hawaii.gov
by December 27, 2022, 4:00 P.M. Hawai'i Standard Time (HST)

The subject line of the email shall be formatted as:
"Ref: RFP-23-05-READ, Organization Name."

The time of receipt will be the time on the email.

NO HAND DELIVERIES SHALL BE ACCEPTED

This solicitation may be obtained from DBEDT-READ. Please contact Dr. Eugene Tian at 808-586-2466 to make pick-up arrangements. There will be a five cent (\$0.05) per page charge. This solicitation may also be accessed via the following URL:

<http://hawaii.gov/spo/general/procurement-notice-for-solicitations>.

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SECTION ONE: INTRODUCTION, TERMS AND ACRONYMS, AND KEY DATES

1.1 INTRODUCTION

The Department of Business, Economic Development, and Tourism (DBEDT) is issuing this Request for Proposals (“RFP”) for a feasibility study for digitizing the State of Hawai‘i Department of Agriculture (“DOA”) Plants and Animals Declaration Form and tourism survey (collectively known as the two-sided “Ag Form”) and implementation of a system to manage data storage, collection, and dissemination to stakeholders.

Since 1946, passengers entering Hawaii from the U.S. mainland were required to complete the Hawaii Plants and Animal Declaration form. This practice was mandated by Section 1351, Revised Laws of Hawaii 1945 and the Hawaii State Department of Agriculture (DOA) has been the agency responsible for the implementation and enforcement of the law. Starting in October 1950, the Hawaii Visitor Bureau (HVB) added survey questions to the other side of the form to collect information on passengers (visitors, returning residents, intended residents, transit passengers), age, party size, purpose of trip, island visitation, and length of stay in Hawaii.

Act 156, Session Laws of Hawaii (SLH) 1998 created the Hawaii Tourism Authority (HTA) and established the tourism research program at the State Department of Business, Economic Development & Tourism (DBEDT). During the past 23 years, the tourism research program was transferred back and forth twice between DBEDT and HTA and since July 1, 2021, the tourism research program has been with DBEDT.

The printing, storage, distribution, collection, data processing, and shredding of the declaration form has been always with the tourism research program at HVB, DBEDT, or HTA over the years. DOA personnel review the completed forms at airport gates when passengers deplaned and then passed on the forms to DBEDT for visitor data processing.

The procedures in collecting visitor data include the following steps:

- Printing the declaration and visitor information form – DBEDT pays for a printing company to print, package and deliver Ag forms on a monthly basis to the DOA and to United Airlines Cargo. United airlines being the largest of the carriers request direct delivery to save time and labor from having to pick up forms from DOA.
- Storage of the form – DOA facility at the Daniel K. Inouye airport (HNL) and at United Airlines cargo.
- Distribution of the form to Airlines – Airlines pick up forms from the DOA office at HNL once a month or as needed, then distribute the forms within their operations.
- Collection of completed forms – DBEDT pays for envelopes. Forms are collected by flight crew from each flight are placed in these envelopes and passed to DOA inspectors to review. At the Daniel K. Inouye Airport (HNL), after review, DOA inspectors place these forms in boxes for pick up by the contractor hired by DBEDT to process domestic visitor data. On the neighbor islands, forms collected by DOA offices were sent to the contractor via FedEx in a weekly and biweekly basis.
- Scan of the forms into electronic files – DBEDT pays a contractor to conduct the domestic visitor survey.
- Processing the data – DBEDT pays the same contractor that does the scanning.

- Reporting visitor statistics – DBEDT report to the public on monthly basis. Data are posted on the DBEDT and HTA Research websites.
- Shredding of the completed forms after data processing – DBEDT pays the contractor

With new developments in technology, there have been discussions among stakeholders on digitizing the Ag Form in recent years. The possible benefits include: (1) reducing cost, since several of the procedures in the current data collection will be eliminated such as printing, storage, scanning, and shredding of the forms; (2) increase efficiency, since data can be collected instantly so that data would be available on daily basis and time needed for data processing would be greatly reduced.

In 2019, the Legislature of the State of Hawai‘i passed House Concurrent Resolution 25, HD1, SD1 which states: “BE IT RESOLVED by the House of Representatives of the Thirtieth Legislature of the State of Hawaii, Regular Session of 2019, the Senate concurring, that the Department of Agriculture and the Hawaii Tourism Authority are requested to submit a report on the processing of the State of Hawaii Plant and Animal Declaration Form to the Legislature no later than twenty days prior to the convening of the Regular Session of 2020.” Please see the report which is attached as Exhibit C.

1.2 CANCELLATION

The Request for Proposals (RFP) may be cancelled 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
CPO	=	Chief Procurement Officer
DBEDT	=	Department of Business, Economic Development, and Tourism
GC	=	General Conditions, issued by the Department of the Attorney General
GET	=	General Excise Tax
GP	=	General Provisions
Procurement Officer	=	The Director of DBEDT
SPO	=	State Procurement Office
State	=	State of Hawai‘i, including its departments, agencies, and political subdivisions

1.4 RFP SCHEDULE AND SIGNIFICANT DATES

The 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 date/time” is delayed, the rest of the schedule will likely be shifted by the same number of days. Any change to the RFP Schedule and Significant Dates shall be reflected in and issued in an addendum. The approximate schedule is as follows:

Release of Request for Proposals	November 22, 2022
Pre-proposal Conference	November 29, 2022 2:00 PM HST
Due date to Submit Questions	November 30, 2022
State’s Response to Questions	December 2, 2022
Proposals Due Date/Time	December 27, 2022 4:00 PM HST
Proposal Evaluations	December 28, 2022 to January 6, 2023
Discussion with Priority Listed Offerors (if necessary)	To be determined
Best and Final Offer (if necessary)	To be determined
Estimated Notice of Award	January 9, 2023
Estimated Contract Start Date	January 23, 2023

1.5 PRE-PROPOSAL CONFERENCE

The purpose of the pre-proposal conference is to provide Offerors an opportunity to be briefed on this procurement and to submit any questions about this procurement. The pre-proposal conference is not mandatory; however, Offerors are 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.

The tentative date and time for the pre-proposal conference is as follows:

Date:	November 29, 2022
Time:	2:00 p.m.
Location:	Zoom Conference – link will be sent out via email to prospective offerors who have registered with DBEDT as set forth in Section 1.7.D. at least two working days prior to the scheduled date of the pre-proposal conference.

1.6 QUESTIONS AND ANSWERS PRIOR TO OPENING OF PROPOSALS

- A. All questions shall be submitted in writing by the due date specified in Section 1.4, RFP Schedule and Significant Dates.
- B. The State will respond to questions through Addenda/Amendments by the date specified in Section 1.4, RFP Schedule and Significant Dates.

1.7 PROPOSAL GUIDELINES

- A. **Proposal Submission:** Proposals shall be received by email only to Tammy Lam at DBEDT.READ.RFP@hawaii.gov by the deadline as stated in Section 1.4 RFP Schedule and Significant Dates. The subject line of the email shall be formatted as: **“Ref: RFP-23-05-READ, Organization Name.”**
- B. **Proposal Identification.** Proposals shall be clearly marked with the Offeror’s name and address and the RFP reference number (**“RFP No: RFP-23-05 -READ”**).
- C. **Proposal Elements.** Proposals shall include, but not be limited to, the following:
 - 1. A completed and signed application form (see forms in the Appendix of this solicitation).
 - 2. A complete proposal including responses to all information requested in this document.
 - 3. Any attachments and exhibits in response to the information requested such as any work plan, financial reports, letters of reference, and list of related projects.
- D. **Registration for RFP Addenda and Updates.** Offeror should register with DBEDT in order to receive updates and addenda regarding this solicitation. In order to register, the Offeror should send an email to DBEDT.READ.RFP@hawaii.gov with the subject title “Registration for RFP-23-05-READ”. The email should include contact name, company name, address, phone number, email address, and fax.
- E. Bid security is **not** required for this RFP.

SECTION TWO: BACKGROUND AND SCOPE OF WORK

2.1 SCOPE OF WORK

DBEDT is soliciting proposals for a feasibility study for digitizing the State of Hawai'i Department of Agriculture ("DOA") Plants and Animals Declaration Form and tourism survey (collectively known as the two-sided "Ag Form") and implementation of a system to manage data storage, collection, and dissemination to stakeholders (the "PROJECT"). Work shall commence upon the full execution of a contract between the successful CONTRACTOR and DBEDT and upon the CONTRACTOR's receipt of a written notice to proceed from DBEDT. CONTRACTOR shall perform all of the following services for the duration of the contract, according to DBEDT specifications.

The objective of the PROJECT is to study the financial and technical feasibility of a potential Ag Form Digitization project ("AG FORM DIGITIZATION") to reach the goals of satisfying all the stakeholders. AG FORM DIGITIZATION has the following objectives:

- Achievable from a technological perspective
- Consistent with the DOA quarantine requirements
- Consistent with the previous data collection procedures
- Includes the tourism survey
- Consistent with airlines requirements
- Convenient for passengers
- Less expensive than the current process and procedures

The overall goal of AG FORM DIGITIZATION is to maximize the satisfaction of DOA, DBEDT, airlines, passengers, and users of the tourism data

Under the supervision of, and in collaboration with DBEDT's Director of Tourism Research and the DBEDT staff, the successful contractor shall provide DBEDT with the following services:

- A. **Technical Feasibility:** The CONTRACTOR shall analyze the technical feasibility of AG FORM DIGITIZATION. The CONTRACTOR shall determine the answer to the following:
 1. What technologies exist to digitize the Ag Form? What are the pros and cons of these technologies?
 2. How can compliance be ensured?
 3. What kind of storage needs will the AG FORM DIGITIZATION have?
 4. How will data be disseminated to stakeholders?
- B. **Operational Feasibility:**
 1. The CONTRACTOR shall interview state government agencies involved as well as private firms which may possibly play roles in AG FORM DIGITIZATION, including but not limited to:
 - State Department of Agriculture Animal and Plant Quarantine Branch personnel
 - State Office of Enterprise Technology Services (ETS)
 - Airlines – Hawaiian, Alaska, United, American, Delta, and Southwest

- State Department of Transportation – Airport Division
 - State Department of Business, Economic Development & Tourism
 - Hawaii Tourism Authority
 - State Legislature Senate and House Committees on Tourism
 - Current contractors working on the agriculture declaration forms
2. The CONTRACTOR shall propose a survey or individual interviews with agencies and companies. The CONTRACTOR shall submit the design of survey questionnaires for STATE approval before implementing to make sure the objectives of each survey are identified and reached. Key questions include:
 - a. Will AG FORM DIGITIZATION meet the needs of the DOA?
 - b. Are airlines willing to participate in AG FORM DIGITIZATION?
 - c. What will be needed by airlines to implement AG FORM DIGITIZATION?

C. Financial Feasibility

1. The CONTRACTOR shall identify the detailed cost for each of the procedures for AG FORM DIGITIZATION for the first year (initial setting up the program), and the normal operation period. If hybrid method is needed, Contractor should estimate the number of forms need to be printed and the cost of printing based on total domestic passenger count of 2019.

D. Acceptance by Users:

1. The CONTRACTOR shall survey 400 visitors from the US West and US East markets to determine whether AG FORM DIGITIZATION will be accepted by airline passengers.
2. The CONTRACTOR shall submit the design of survey questionnaires for STATE approval before implementing to make sure the objectives of each survey are identified and reached.
3. Respondents shall be 18 years or over and have travelled to Hawai‘i in the last 12 months.
4. Offerors may propose to use a panel or to use excess sample from the Visitor Satisfaction and Activity Survey for the PROJECT.

E. Reporting: The CONTRACTOR shall prepare a report to the STATE including the following:

1. Detailed procedures of digitizing the declaration form with responsible agencies (or private companies) identified, including form design, data hosting, data accessibility, devices needed at airlines, device needed by passengers, facility and equipment needed at the airport, timeline completing the form, maximum period of data storage, and data security.
2. Opinions of stakeholders and their willingness to the adoption of a digital Ag Form.
3. Issues identified by stakeholder by stage of implementation.
 - a. Who will be responsible for implementing the forms at HNL and on the Neighbor Islands?
 - b. Who will check to ensure that passengers are filing out the forms correctly?
 - c. Who will provide technical assistance to passengers?

- d. When is completion of the digital Ag Form required? If the digital form is required to be completed prior to boarding the flight? What happens if a passenger does not fill out a form and how will this delay boarding?
- e. How will data collected from HNL and on Neighbor Island flights be sent for the domestic visitor survey contractor for processing?
- f. Will DOA be able to access declaration data prior to the landing of a given flight?
- g. How will the tourism survey be implemented?
- h. Provide the cost breakdown for form design, data hosting, maintenance, data processing, and data protection.
- i. Report the approximate percentage of airline passengers who have the capacity to complete the Ag Form electronically.
- j. Estimate number or percentage of airline passengers who will still need to fill in paper forms, if any.

2.2 DBEDT LIST OF RESPONSIBILITIES

1. Work with the CONTRACTOR to ensure the project proceeds as scheduled and meets DBEDT's objectives.
2. Meet with the CONTRACTOR periodically to discuss progress and any issues that have arisen or may arise.
3. Review and affirm the accuracy and completeness of the deliverables as to the information requested above.

2.3 TERM OF CONTRACT

The contract is intended to start in January 2023 and end by June 30, 2023, provided that with proper approvals, the contract may be extended in accordance with paragraph 19, Modifications of Contract, or other applicable provisions of the General Conditions. The CONTRACTOR shall not be entitled to any additional compensation to complete the services in the primary contract.

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 PROPOSAL CONTENT AND FORMAT

PROPOSAL CONTENT

Proposals must:

- 3.2.1 Include a transmittal letter to confirm that the Offeror shall comply with the requirements, provisions, terms, and conditions specified in this RFP.
- 3.2.2 Include a signed Offer Form OF-1 with the complete name and address of Offeror's firm and the name, mailing address, telephone number, and fax number of the person the State should contact regarding the Offeror's proposal.
- 3.2.3 **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 the work indicated.
- 3.2.4 Provide all of the information requested in this RFP in the order specified.
- 3.2.5 Be organized into sections, following the exact format using all titles, subtitles, and numbering, with title pages separating each section described below. Each section must be addressed individually, and pages must be numbered.
 - a. Transmittal Letter.
See SECTION SEVEN, Attachments.
 - 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 the services specified by this RFP.
 - 3) A list of key personnel and associated resumes for those who will be dedicated to this 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. One (1) of the references shall be from the past year. Offeror shall provide names, titles, organizations, telephone numbers, email and postal addresses.
 - 5) A summary listing of judgments or pending lawsuits or actions against the Offeror; 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 experience with projects of comparable scope of work and complexity as described in the RFP.
- c. Proposal shall include an overall strategy, timeline, and report plan.
 - d. Pricing.
Offerors shall propose a total price for the entirety of the contract. Reasonable offers shall be considered. See SECTION SEVEN, Attachments, Offer Form OF-2.

PROPOSAL FORMAT

- 3.2.6 Proposal Transmittal Letter. Include a transmittal letter to confirm that the Offeror shall comply with the requirements, provisions, terms, and conditions specified in this RFP (SECTION SEVEN, Attachments). **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 work indicated.
- 3.2.7 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 the RFP or in any subsequent addendum may be rejected without further consideration.
- 3.2.8 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 (SECTION SEVEN, Attachments). Failure to do so may delay proper execution of the Contract.

The Offeror's authorized signature on the Offer Form, OF-1 shall be a scan of 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.

3.2.9 Offer Form, Page OF-2. Pricing shall be submitted on Offer Form OF-2 (SECTION SEVEN, Attachments). Pricing shall include all costs, and taxes. No other costs or taxes will be honored.

3.2.10 Qualifications Questionnaire (SECTION SEVEN, Attachments).

3.3 RECEIPT AND REGISTER OF PROPOSALS

3.3.1 Proposals must be submitted by the date and time specified in Section One, or as amended. The STATE's email system date and time will be used as the official date and time for the receipt of proposals. Offerors will receive an email acknowledging the receipt of their proposal.

3.3.2 The register of proposals and proposals of the Offeror(s) shall be open to public inspection upon posting of award pursuant to section 103D-303, HRS.

3.4 BEST AND FINAL OFFER (BAFO)

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

3.5 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF OFFERS

3.5.1 The Offeror may modify or withdraw a proposal before the proposal due date and time.

3.5.2 Any change, addition, deletion of attachment(s) or data entry of a proposal may be made prior to the deadline for submittal of proposals.

3.6 MISTAKES IN PROPOSALS

3.6.1 Mistakes shall not be corrected after award of contract.

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

3.6.3 Once discussions have 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.

- 3.6.4 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 clearly evident on the face of the proposal, in which event the proposal may not be withdrawn.
- 3.6.5 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.
- 3.6.6 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.

3.7 REQUIRED REVIEW

- 3.7.1 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.
- 3.7.2 Should Offeror find defects and questionable or objectionable items in the RFP, Offeror shall notify DBEDT 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 on a defective solicitation and exposure of proposal(s) upon which award could not be made.

3.8 PROPOSAL PREPARATION COSTS

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

3.9 TAX LIABILITY

3.9.1 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 it is liable for the Hawai'i General Excise Tax (GET). 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 section allowing the exemption.

3.9.2 Federal I.D. Number and Hawai'i General Excise Tax License I.D. Offeror shall submit its current Federal I.D. No. and Hawai'i 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.

3.10 PROPERTY OF STATE

3.10.1 All proposals become the property of the State of Hawai'i.

3.11 CONFIDENTIAL INFORMATION

3.11.1 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 provide justification to support the Offeror's confidentiality claim. Price is not considered confidential and will not be withheld.

3.11.2 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, 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.

3.11.3 Pursuant to Section 3-122-58 HAR, the head of the purchasing agency (HOPA) or designee shall consult with the Attorney General and make a written determination in accordance with Chapter 92F, HRS. If the request for confidentiality is denied, such information shall be disclosed as public information, unless the Offeror appeals the denial to the Office of Information Practices in accordance with Section 92F-42, HRS.

3.12 EXCEPTIONS

- 3.12.1 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.
- 3.12.2 No exceptions to statutory requirements of the AG General Conditions shall be considered.

3.13 PROPOSAL OBJECTIVES

- 3.13.1 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.
- 3.13.2 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, clarity, and content.
- 3.13.3 When an 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.
- 3.13.4 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 2.1 SCOPE OF WORK.
- 3.13.5 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.

SECTION FOUR: EVALUATION CRITERIA

4.1 MINIMUM REQUIREMENTS

An Offeror shall meet the following minimum requirements:

1. Have experience conducting surveys similar to the size and scope of this project.
2. Have experience in writing reports of similar scope.
3. A minimum score of 65 points is required based on the EVALUATION CRITERIA below to be considered a potentially acceptable proposal.
4. Only proposals that are fully responsive to the required scope of services will be scored.

4.2 EVALUATION CRITERIA (100 Points)

Evaluation criteria and the associated points are listed below. The award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the State based on the evaluation criteria listed in this section.

A. Past Performance and Capabilities (30 points sub-total)

- A.1. DESCRIPTION OF ORGANIZATION: Provide a brief history of the establishment, development, and accomplishments of the organization. (5 points)
- A.2. QUALIFICATIONS AND EXPERTISE: Describe the qualifications and expertise of the individuals responsible for implementing the project. (10 points)
- A.3. EXPERIENCE WITH RELATED PROJECTS: List past projects and reports completed by your organization that required survey design, data collection, data analysis, methodology summary, and report drafting and completion of similar scope of work and complexity to this project. Provide project description including methodology. *Provide client references for the projects and among all projects at least three references with which the company has worked within the last three years.* (10 points)
- A.4. CAPABILITY: Show that the company has adequate staffing to perform the project. (5 points)

B. Quality and Reasonableness of Proposal (45 points sub-total)

- B.1. Explain fully Offeror's approach, strategies, and/or process for achieving DBEDT's goal and scope of work described in this solicitation. (5 points)
- B.2. Propose a work plan to address the following issues including, but not limited to:
 - Data Collection and Sample Sizes (25 points)
 - Reporting (15 points)

C. Optional Project Enhancements (10 points sub-total)

C.1. Propose any additional project enhancements.

D. Proposed Price / Budget (15 points sub-total)

D.1. Reasonable proposed budget demonstrating an ability to achieve the stated objectives of the project.

SECTION FIVE: CONTRACTOR SELECTION AND CONTRACT AWARD

5.1 EVALUATION OF PROPOSALS

The Procurement Officer, or an evaluation committee of at least three (3) qualified State employees selected by the Procurement Officer, shall evaluate proposals. The evaluation will be based solely on the evaluation criteria set out in Section Four of this RFP.

Prior to holding any discussion, a priority list shall be generated consisting of proposals determined to be acceptable or potentially acceptable. However, proposals may be accepted without such discussions.

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

5.2 DISCUSSION WITH PRIORITY LISTED OFFERORS

The State may invite priority listed Offerors to discuss their proposals to ensure thorough, mutual understanding. The State in its sole discretion shall schedule the time and location for these discussions, generally within the timeframe indicated in *RFP Schedule and Significant Dates*. The State may also conduct discussions with priority listed Offerors to clarify issues regarding the proposals before requesting best and final offers, if necessary.

5.3 AWARD OF CONTRACT

Method of Award. Award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the State based on the evaluation criteria set forth in the RFP.

5.4 RESPONSIBILITY OF OFFERORS

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

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

The State will verify compliance on Hawai'i Compliance Express (HCE).

Hawai'i Compliance Express. The HCE is an electronic system that allows vendors/contractors/service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation, the Federal Internal Revenue Service, the Department of Labor and Industrial Relations, and the Department of Commerce and Consumer Affairs.

Vendors/contractors/service providers should register with HCE prior to submitting an offer at <https://vendors.ehawaii.gov>. The annual registration fee is currently \$12.00 and the "Certificate of Vendor Compliance" is accepted for the execution of contract and final payment.

Timely Registration on HCE. Vendors/contractors/service providers are advised to register on HCE as soon as possible. If a vendor/contractor/service provider is not compliant on HCE at the time of award of the contract, an Offeror will not receive the award.

5.5 PROPOSAL AS PART OF THE CONTRACT

This RFP and all or part of the successful proposal may be incorporated into the contract. The State reserves the right to add terms and conditions during the contract negotiations. These terms and conditions will be within the scope of the solicitation and will not affect the proposal evaluation.

The General Conditions issued by the Department of the Attorney General shall be made a part of the contract.

5.6 PUBLIC EXAMINATION OF PROPOSALS

Except for confidential portions, the proposals shall be made available for public inspection upon posting of award pursuant to HRS §103D-303.

If a person is denied access to a State procurement record, the person may appeal the denial to the Office of Information Practices in accordance with HRS §92F-15.5.

5.7 DEBRIEFING

Pursuant to HAR §3-122-60, a non-selected Offeror may request a debriefing to understand the basis for award.

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

Any protest by the requestor following a debriefing shall be filed within five (5) working days, as specified in HRS §103D-303(h).

5.8 PROTEST PROCEDURES

Pursuant to HRS §103D-701, an actual or prospective Offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Any protest shall be submitted in writing to:

Mr. Mike McCartney
Director, DBEDT
250 S. Hotel Street, 5th Floor
Honolulu, HI 96813

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers; and further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award or if requested, within five (5) working days after the PO's debriefing was completed.

The notice of award, if any, resulting from this solicitation shall be posted on the Hawai'i Awards & Notices Data System (HANDS), which is available on the SPO website: <https://hands.ehawaii.gov/hands/>.

5.9 APPROVALS

Any contract arising out of this solicitation shall 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.

5.10 CONTRACT EXECUTION

The successful Offeror receiving the award shall enter into a formal written contract. No performance or payment bond is required for this Contract.

No work is to be undertaken by the CONTRACTOR prior to the effective date of the contract. The State of Hawai'i is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the CONTRACTOR prior to the official effective date of the contract.

If an option to extend the Contract is mutually agreed upon, the CONTRACTOR shall be required to execute a supplement to the contract for the additional extension period.

5.11 INSURANCE

5.11.1 Prior to the contract start date, the CONTRACTOR shall procure and maintain at its sole expense insurance coverage acceptable to the State in full force and effect throughout the term of the Contract. The CONTRACTOR 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:

1. Commercial General Liability Insurance

Commercial general liability insurance coverage against claims for bodily injury and property damage arising out of all operations, activities or contractual liability by the CONTRACTOR, its employees and subcontractors during the term of the Contract. This insurance shall include the following coverage and limits specified or required by any applicable law: bodily injury and property damage coverage with a minimum of \$1,000,000 per occurrence; 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 CONTRACTOR shall be responsible for payment of any deductible applicable to this policy.

2. Automobile Liability Insurance

If Automobiles are to be used in this project, 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. Appropriate levels of per occurrence insurance coverage for workers' compensation and any other insurance coverage required by Federal or State law.

5.11.2 The CONTRACTOR shall deposit with DBEDT-READ, on or before the effective date of the Contract, certificate(s) of insurance necessary to satisfy DBEDT that the provisions of the Contract have been complied with, and shall keep such insurance in effect and provide the certificate(s) of insurance to DBEDT during the entire term of the Contract. Upon request by DBEDT or SPO, the CONTRACTOR shall furnish a copy of the policy or policies.

5.11.3 The CONTRACTOR will immediately provide written notice to DBEDT should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

5.11.4 The certificates of insurance shall contain the following clauses:

1. "The State of Hawaii, its departments, attached agencies, officers, employees, and agents are added as an additional insured with respect to operations performed for the State of Hawaii."

1. "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."

5.11.5 Failure of the CONTRACTOR 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 CONTRACTOR's liability under the Contract, or to fulfill the indemnification provisions of the Contract. Notwithstanding said policy or policies of insurance, the CONTRACTOR shall be responsible for the full and total amount of any damage, injury, or loss caused by the CONTRACTOR's negligence or neglect in the provision of services under the Contract.

5.12 PAYMENT

Incremental payments shall be made to the awarded CONTRACTOR, upon receipt of reports that meet the expectations of the RFP and Contract. The receipt of reports shall be due based on the timeline submitted by the CONTRACTOR in the proposal, or as amended.

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

The State will not recognize any requirement established by the CONTRACTOR and communicated to the State after award of the Contract which requires payment within a shorter period or interest payment not in conformance with statute.

5.13 CONTRACT INVALIDATION

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

5.14 CONFLICTS OF INTEREST

The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR's performance of the contract.

5.15 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

It has been determined that funds for this contract have been appropriated by a legislative body. Therefore, Offeror, if awarded a contract in response to this solicitation, agrees to comply with HRS §11-355, which provides that campaign contributions are prohibited from a state and county government contractor during the term of the contract if the CONTRACTOR is paid with funds appropriated by a legislative body.

5.16 WAIVER

The failure of the State to insist upon the strict compliance with any term, provision, or condition of the contract shall not constitute or be deemed to constitute a waiver or relinquishment of the State's right to enforce the same in accordance with the contract.

5.17 NON-DISCRIMINATION

The CONTRACTOR shall comply with all applicable federal and state laws prohibiting discrimination against any person on the grounds of race, color, national origin, religion, creed, sex, age, sexual orientation, marital status, handicap, or arrest and court records in employment and any condition of employment with the CONTRACTOR or in participation in benefits of any program or activity funded in whole or in part by the State.

5.18 SUBCONTRACTING

No work or services shall be subcontracted or assigned without the prior written approval of the State. No subcontract shall under any circumstances relieve the CONTRACTOR or his/her obligations and liability under the contract with the State. All persons engaged in performing the work covered by the contract shall be considered employees of the CONTRACTOR.

SECTION SIX: SPECIAL PROVISIONS

6.1 CERTIFICATION OF OFFEROR CONCERNING WAGES, HOURS AND WORKING CONDITIONS OF EMPLOYEES SUPPLYING SERVICES

All Offerors for service contracts shall comply with section 103-55, Hawai'i Revised Statutes, which provides as follows:

Wages, hours, and working conditions of employees of CONTRACTOR supplying services: Before any prospective Offeror is entitled to submit any offer for the performance of any contract to supply services in excess of \$25,000 to any governmental agency, Offeror shall certify that the services to be performed will be performed under the following conditions:

Wages: The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work.

Compliance with labor laws: All applicable laws of the Federal and State governments relating to workers compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

No contract to perform services for any governmental contracting agency in excess of \$25,000 shall be granted unless all the conditions of this section are met. Failure to comply with the conditions of this section during the period of the contract to perform services shall result in cancellation of the contract.

It shall be the duty of the governmental contracting agency awarding the contract to perform services in excess of \$25,000 to enforce this section.

This section shall apply to all contracts to perform services in excess of \$25,000, including contracts to supply ambulance service and janitorial service.

This section shall not apply to:

- (1) Managerial, supervisory, or clerical personnel.
- (2) Contracts for supplies, materials, or printing.
- (3) Contracts for utility services.
- (4) Contracts to perform personal services under paragraphs (2), (3), (12), and (15) of section 76-16, paragraphs (7), (8), and (9) of section 46-33, and paragraphs (7), (8), and (12) of section 76-77, Hawai'i Revised Statutes, (HRS).
- (5) Contracts for professional services.
- (6) Contracts to operate refreshment concessions in public parks, or to

provide food services to educational institutions.

(7) Contracts with nonprofit institutions.

SECTION SEVEN: ATTACHMENTS AND EXHIBITS

- Attachment 1: TRANSMITTAL LETTER
- Attachment 2: OFFER FORM, OF-1
- Attachment 3: OFFER FORM, OF-2
- Attachment 4: QUALIFICATIONS QUESTIONNAIRE
- Exhibit A: GENERAL PROVISIONS AND CONDITIONS
- Exhibit B: OVERVIEW OF THE RFP PROCESS
- Exhibit C: RESPONSE TO HCR 25, HD1, SD1 2019

To be submitted on Offeror's official business letterhead

PROPOSAL TRANSMITTAL LETTER

SOLICITATION No. RFP-23-05-READ

Research and Economic Analysis Division
Department of Business, Economic Development, and Tourism
No. 1 Capitol District Building
250 South Hotel Street, Room 435, Honolulu, Hawai'i 96813

The undersigned has carefully read and understands the terms, conditions and requirements specified in the Request for Proposal attached hereto and hereby submits the following proposal to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned acknowledges receipt of any addendum issued by the Department of Business, Economic Development, and Tourism by recording in the space below the date of receipt:

Addendum No. 1 ____ Addendum No. 2 _____ Addendum No. 3 _____

Addendum No. 4 ____ Addendum No. 5 _____

The undersigned hereby certifies that the proposal hereby attached has been carefully checked and is submitted as correct.

Respectfully submitted,

Exact Legal Name of Offeror (company name)

Authorized signature (attach corporate resolution or evidence of authorization to bind)

Title

Date

Street Address

City, STATE, Zip Code

Telephone No.

Mailing Address (if different from street address)

State of Hawai'i General Excise Tax (GET) License Number: _____

Federal Taxpayer Identification Number: _____

Type of Organization:

___ Individual ___ Partnership ___ Corporation ___ Joint Venture

Jurisdiction where Offeror is organized: Hawai'i _____ Other: _____

If Offeror is a "dba" or a division of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

CONFLICT OF INTEREST:

By signature above, the CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR's performance of this contract.

Conflict of Interest Yes _____ No _____

If yes, attach list of conflict(s)

PREFERENCES: (if applicable)

A detailed discussion of each preference will be included in the section entitled, "Special Provisions," if any preferences apply.

Hawai'i Products Yes _____ No _____

If yes, attach certification

OF-2

Total contract cost for accomplishing the development and delivery of the services.

\$ _____

Note: All pricing shall include labor, materials, supplies, all applicable taxes, and any other costs incurred to provide the specified services.

Offeror _____
Name of Company

QUALIFICATIONS QUESTIONNAIRE

1. How many years has your organization been in business under your present business name?

2. How many years' experience in this field of work has your organization had? _____

3. Show the five most recent projects your organization has completed in the past five (5) years that are related to this project. Include at least two (2) projects accomplished during the preceding year.

Name of project owner and contact information	Project Description (Note for which Projects your organization was prime contractor)	Project period (dates)	Contract amount	Were project objectives met within budget and schedule

4. Have you ever failed to complete any work awarded to you? _____
 If so, please provide a brief description, including when and where work took place and why work was not completed.

5. Has any officer or partner of your organization in the past five (5) years been an officer, partner or individual of some other organization that failed to complete a contract? _____
 If so, state name of individual, other organization and reason therefore:

6. For what entities within the State of Hawai'i other than government agencies have you performed work?

Name of project owner and contact information	Project Description (Note for which Projects your organization was prime contractor)	Project period (dates)	Contract amount	Comments

7. For what State departments and county agencies of the State of Hawai‘i have you performed work?

Name of project owner and contact information	Project Description (Note for which Projects your organization was prime contractor)	Project period (dates)	Contract amount	Comments

8. Have you performed work for the U.S. Government? _____
If so, list.

Name of project owner and contact information	Project Description (Note for which Projects your organization was prime contractor)	Project period (dates)	Contract amount	Comments

9. Have you ever performed any work for any other governmental agencies outside the State of Hawai‘i? ____ If so, list.

Name of project owner and contact information	Project Description (Note for which Projects your organization was prime contractor)	Project period (dates)	Contract amount	Comments

10. List a minimum of three references for work performed similar to this project.

Company	Project Description (Note for which Projects your organization was prime contractor)	Contact Person	Phone	Email address

11. What is the professional or project experience of the principal individuals being assigned as key personnel to this project? Provide resumes and credentials in the Appendix.

Individual’s Name	Position or Title	Years’ Experience	Type of Work

EXHIBIT A: GENERAL PROVISIONS AND CONDITIONS

- A. **Offeror Contact Information.** All interested parties desiring to receive amendments or revisions to this RFP shall immediately inform DBEDT of its mailing and email addresses. The email address shall be used for correspondence with interested parties during the RFP application period.
- B. **Information Requests.** Requests for information shall be addressed to DBEDT's Point of Contact noted on page 1 of this RFP, by email. Answers to questions concerning information not found within the RFP will be transmitted as an addendum via email to parties who have registered with DBEDT and included a current email address and will be posted online.
- C. **Clarification of the RFP.** An Offeror shall carefully review this RFP for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable matter shall be promptly submitted to DBEDT prior to the deadline for submitting questions. This shall allow issuance of any necessary amendments to the RFP. The Offeror hereby acknowledges, agrees, and waives any claim arising from any knowledge of any defect in this RFP acquired prior to the deadline for submitting questions and failing to inform DBEDT prior to said deadline. The Offeror further acknowledges and agrees that DBEDT reserves the right to waive any technical irregularity not affecting an unbiased and objective evaluation of all proposals; that such waiver will be in the best interest of the State; and that the Offeror hereby waives any claim against DBEDT arising from such technical irregularity.

All questions must be submitted via e-mail to DBEDT by the date set forth in Section 1.4, RFP Schedule and Significant Dates, as may be amended.

- D. **Proposal Preparation Expenses.** DBEDT is not responsible for any expenses that an Offeror may incur in preparing and submitting a proposal.
- E. **Certification of Proposal.** By submitting a proposal, the Offeror certifies that the proposal submitted to DBEDT is in accordance with any required authorization by the governing body of the Offeror's organization. The Offeror further certifies that the information and responses contained in the proposal are true, accurate, and complete, and that DBEDT may justifiably rely upon said information for purposes of evaluation and contracting with the Offeror. If it is later discovered that any information provided in the Offeror's proposal is false, it will result in the Offeror's elimination from consideration.
- F. **Ownership of Proposal.** By submitting a proposal, the Offeror acknowledges and agrees that DBEDT's consideration, discussion, or disclosure of non-proprietary material for evaluation purposes by DBEDT shall not result in any liability on the part of DBEDT, including its officers, employees, and/or agents, to the Offeror or any third party or person. All responses prepared by an Offeror under this RFP will be for the exclusive and deliberative use by DBEDT. Any submission received will become the property of DBEDT and will not be returned to the Offeror.

- G. **Availability of Funds.** This RFP, and any subsequent contract executed pursuant to this RFP, are subject to the availability of public funds and approval from required entities to enter into such contracts. The Offeror acknowledges and agrees that DBEDT reserves the right to terminate this RFP and any subsequent contract upon prior notice that DBEDT lacks public funding affecting its ability to implement the funding priorities established by the STATE, and that the CONTRACTOR waives any claim for consequential and liquidated damages, if any, arising from said termination, except as may be provided in the General Conditions.
- H. **Proposal Withdrawal.** An Offeror may withdraw their proposal by submitting a written request to DBEDT any time prior to the proposal due date and time.
- I. **Revisions to the RFP.** DBEDT reserves the right to accept or reject any or all proposals and to waive any defects in said RFP if deemed to be in the best interest of the State and program. DBEDT further reserves the right to shorten or extend posted schedule dates when doing so is in the best interest of the State.
- J. **Initial Proposal Screening.** An initial screening by a representative of DBEDT will take place immediately after the proposals are opened to determine whether the proposal is responsive to the RFP. The initial screening process involves reviewing all submitted proposals for completeness, conformity, and clarity and to see if all significant requirements of the RFP have been addressed. Proposals not meeting these minimum requirements may be rejected and dropped from further consideration.
- K. **Waiver of Claims.** By submitting a proposal, the Offeror hereby acknowledges and agrees to the specifications and conditions stated herein, and hereby waives any claim against DBEDT arising from said specifications and conditions.
- L. **Discussion with Offerors.** Proposals may be accepted on evaluation without discussion. However, if deemed necessary, prior to entering into discussion, a "priority list" of responsible Offerors submitting acceptable and potentially acceptable proposals will be generated. The priority list may be limited to a minimum of three responsible Offerors who submitted the highest-ranked proposals. The objective of these discussions is to clarify issues regarding the Offeror's proposal before a Best and Final Offer (BAFO) is submitted. If during discussion, there is a need for any substantial clarification or change in the RFP, the RFP will be amended by an addendum to incorporate such clarification or change. Addenda to the RFP will be distributed only to priority listed Offerors. Following any discussions, the priority listed Offerors will be invited to submit their BAFO, if required. The Procurement Officer or an evaluation committee reserves the right to have additional rounds of discussions with the priority listed Offerors prior to the submission of the BAFO. 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.

Proposal Rights. DBEDT further reserves the right to use any ideas presented in any proposal or as a result of any negotiation, unless marked "PROPRIETARY," whether from a successful or rejected proposal.

M. **Selection Rights.** DBEDT shall be the sole judge in the selection of the proposals on which shall best accomplish the goal of DBEDT and in accordance with the availability of funds.

P. **Authority to Resolve Protested Solicitations and Awards.**

1. Authority to Resolve Protests. The Director of DBEDT shall have the authority to settle and resolve any protest from any Offeror or CONTRACTOR concerning the solicitation or award of a contract prior to the commencement of an administrative proceeding concerning the protest.
2. Decision. If the protest is not resolved by mutual agreement, the Director of DBEDT shall issue a written decision stating the reasons for the action taken.
3. Notice of Decision. A copy of the written decision of the Director shall be immediately provided to the protesting Offeror or CONTRACTOR.
4. Finality of Decision. Any decision made by the Director shall be final and conclusive.
5. Stay of Procurements During Protests. In the event of a timely protest, DBEDT shall not proceed further with the solicitation or with the award of the contract unless the Chief Procurement Officer makes a written determination that the award of the contract without delay is necessary to protect substantial interests of the State.

Q. **Payment Schedule.** The CONTRACTOR may propose a method of payment or compensation plan for DBEDT's consideration regarding payment for the cost of services and expenses incurred by the CONTRACTOR to perform the contract.

EXHIBIT B. OVERVIEW OF THE RFP PROCESS

- 7.1 The RFP is issued pursuant to Subchapter 6 of HAR Chapter 3-122, implementing HRS §103D-303.
- 7.2 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.
- 7.3 The register of proposals and Offerors' proposals shall be open to public inspection after posting of the award. All proposals and other material submitted by Offerors become the property of the State and may be returned only at the State's option.
- 7.4 The Procurement Officer, or an evaluation committee approved by the Procurement Officer, shall evaluate the proposals in accordance with the evaluation criteria in Section Four.
- 7.5 Proposals may be accepted on evaluation without discussion. However, if deemed necessary, prior to entering into discussions, a "priority list" of responsible Offerors submitting acceptable and potentially acceptable proposals shall be generated. The priority list may be limited to a minimum of three responsible Offerors who submitted the highest-ranked proposals. The objective of these discussions is to clarify issues regarding the Offeror's proposal before the BAFO is tendered.
- 7.6 If during discussions there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate such clarification or change. Addenda to the RFP shall be distributed only to priority listed Offerors.
- 7.7 Following any discussions, Priority Listed Offerors will be invited to submit their BAFO, if required. The Procurement Officer or an evaluation committee reserves the right to have additional rounds of discussions with the Priority Listed Offerors prior to the submission of the BAFO.
- 7.8 The date and time for Offerors to submit their BAFO, if any, is indicated in Section 1.4, RFP Schedule and Significant Dates, as may be amended. If Offeror does not submit a notice of withdrawal or a BAFO, the Offeror's immediate previous offer shall be construed as its BAFO.
- 7.9 After receipt and evaluation of the BAFOs in accordance with the evaluation criteria in Section Four, the Procurement Officer or an evaluation committee will make its recommendation. The Procurement Officer will award the contract to the Offeror whose proposal is determined to be the most advantageous to the State taking into consideration price and the evaluation factors set forth in Section Four.

- 7.10 The contents of any proposal shall not be disclosed during the review, evaluation, or discussion. Once award notice is posted, all proposals, successful and unsuccessful, become available for public inspection. Those sections that the Offeror and the State agree are confidential and/or proprietary shall be identified by the Offerors and shall be excluded from access.
- 7.11 The Procurement Officer or an evaluation committee reserves the right to determine what is in the best interest of the State for purposes of reviewing and evaluating proposals submitted in response to the RFP. The Procurement Officer or an evaluation committee will conduct a comprehensive, fair and impartial evaluation of proposals received in response to the RFP.
- 7.12 The RFP, any addenda issued, and the successful Offeror's proposal shall become a part of the contract. All proposals shall become the property of the State of Hawai'i.