



State Department of Defense

RELEASE DATE: April 5, 2018

REQUEST FOR PROPOSALS No. RFP-CA-1815

SEALED OFFERS FOR

STRATEGIC PLANNING STATE OF HAWAII DEPARTMENT OF DEFENSE HAWAII EMERGENCY MANAGEMENT AGENCY

WILL BE RECEIVED UP TO 2:00 P.M., HST ON

May 15, 2018

IN THE STATE OF HAWAII, DEPARTMENT OF DEFENSE, ENGINEERING OFFICE,
3949 DIAMOND HEAD ROAD, ROOM 228, HONOLULU, HI 96816-4495.

DIRECT ALL QUESTIONS RELATING TO THIS SOLICITATION AND REQUESTS
FOR ACCOMMODATIONS FOR PERSONS WITH DISABILITIES IN CONNECTION WITH
THIS RFP, TO: CATHY SIU, TELEPHONE (808) 733-4041 OR EMAIL ADDRESS:
CATHY.A.SIU@HAWAII.GOV.

MG Arthur J. Logan
Procurement Officer

Name of Company

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SECTION ONE
INTRODUCTION, TERMS AND ACRONYMS, KEY DATES

1.1 INTRODUCTION

The State Department of Defense, Hawaii Emergency Management Agency (DOD/HI-EMA) is requesting proposals for contractual support from a qualified team of planners, facilitators and writers to assist in the development of a new Hawaii Emergency Management Agency 5-year Strategic Plan, with a final plan approved by the Director of Emergency Management no later than one year from the date the contract was awarded. Any award will result in a contract for these services for use by the State DOD/HI-EMA.

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

CPO	= Chief Procurement Officer
DAGS	= Department of Accounting and General Services
DOD	= State of Hawaii, Department of Defense
HI-EMA	= Hawaii Emergency Management Agency, Department of Defense
Vendor	= Company proposing goods and services in response to this document
Offeror	= Any individual, partnership, firm, corporation, joint venture, or representative or agent, submitting an offer in response to this solicitation
Procurement Officer	= The Adjutant General for the State of Hawaii, Department of Defense.
State	= State of Hawaii, including each department and political subdivisions
HAR	= Hawaii Administrative Rules
HRS	= Hawaii Revised Statutes
RFP	= Request for Proposals
BAFO	= Best and Final Offer
SOW	= Scope of Work

GC	= General Conditions, issued by the Department of the Attorney General
GET	= General Excise Tax

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	April 5, 2018
Due/Time date to Submit Questions	April 17, 2018 4:30PM
State's Response to Questions	May 1, 2018
Proposals Due date/time	May 15, 2018 2:00PM
Proposal Evaluations	May 17, 2018
Estimated Notice of Award	May 24, 2018
Estimated Contract Start Date (Notice to Proceed)	July 1, 2018

1.5 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will not be held for this solicitation.

1.6 QUESTIONS AND ANSWERS PRIOR TO OPENING OF PROPOSALS

All questions must be submitted in writing to the State of Hawaii, Department of Defense, Engineering Office, ATTN: Cathy Siu, 3949 Diamond Head Road, Building 306A, Room 228, Honolulu, Hawaii 96816-4495 or via email to cathy.a.siu@hawaii.gov by the due date specified in Section 1.4, *RFP Schedule and Significant Dates*, as amended.

The State will respond to written questions by the date indicated in Section 1.4 RFP Schedule and Significant Dates, or as amended, through an Addenda.

It is DOD's intent to award a contract without discussions but DOD reserves the right to conduct discussions, if required.

1.7 CONTRACT TYPE

Any contract award resulting from this solicitation will be a firm-fixed price contract payable upon successful completion of performance milestones.

1.8 CONTRACT TERM

The contract term shall be for a period of 365 days from the date of Notice to Proceed.

Unless terminated, the Contractor and the State may extend the term of the contract for two (2) additional 12-month periods or portions thereof without the necessity of resoliciting, upon mutual agreement in writing at least ninety (90) days prior to the expiration of the contract. The contract price or commission paid to the Contractor for the extended period shall remain the same or as described in the offer.

SECTION TWO

BACKGROUND AND SCOPE OF WORK

2.1 PROJECT OVERVIEW AND HISTORY

The Hawaii Emergency Management Agency (HI-EMA), situated within the State of Hawaii Department of Defense, is the state's designated emergency management agency, charged with working with all levels of government, non-governmental organizations and the private sector to prepare for, respond to, recover from and mitigate against all hazards that threaten Hawaii.

HI-EMA seeks contractual support from a qualified team of planners, facilitators and writers to facilitate the agency team through a strategic planning process and develop a new Hawaii Emergency Management Agency 5-year Strategic Plan, with a final plan approved by the Director of Emergency Management no later than one year from the date the contract was awarded. This effort is intended to be an agency led, contractor facilitated effort.

It has been several years since the agency last engaged in a strategic planning process, with the most recent plan expiring in 2015. Since that time, significant changes have occurred in the emergency management environment and the agency's statutory authorities. A new strategic planning effort is required to reexamine HI-EMA's mission, values, strategic direction and priorities, resulting in an updated plan to help chart the agency's course over the next 5 years.

2.2 SCOPE OF WORK

All services to be provided to the DOD/HI-EMA shall be in accordance with this RFP including its attachments and any addenda.

The Scope of Work for this solicitation is set forth below and is hereby incorporated by reference into this solicitation and any subsequent contract award.

The State of Hawai'i, Department of Defense, Hawaii Emergency Management Agency is seeking consulting services, working under the supervision of the HI-EMA Preparedness Branch Chief, to facilitate and coordinate HI-EMA leadership, branch chiefs, other designated Agency personnel, and external emergency management stakeholders to develop a five year strategic plan. The HI-EMA Administrator will provide oversight, direction, and guidance to the Preparedness Branch Chief and to the consultants in the absence of the Preparedness Branch Chief.

I. Project Goal

The goal of this project is to create a new Hawaii Emergency Management Agency 5-year Strategic Plan, with a final plan approved by the Director of Emergency Management no later than one year from the date the contract was awarded.

II. Project Description

HI-EMA seeks contractual support from a qualified team of planners and facilitators and to guide the agency through a strategic planning process to develop a new Hawaii Emergency Management Agency 5-year Strategic Plan, with a final plan approved by the Director of Emergency Management no later than one year from the date the contract was awarded. The strategic planning process shall be facilitated by the contractor, who will guide a HI-EMA team in analyzing of the agency's environment, define the agency's strategic direction and goals, including a reexamination of the agency's mission, vision and values, and an action planning process that specifies how goals will be achieved.

III. Phased Approach

The project consists of a phased approach wherein each task will build the foundation and use the data, assessments, and recommendations from the previous phases to inform the subsequent tasks.

As a result, the tasks described below may vary slightly during contract performance depending on the assessment and recommendations accepted by the HI-EMA Administrator

Deliverables are required within each task that will trigger HI-EMA Administrator decision points and aid in further defining the subsequent tasks. While this is a decisional phased approach, the order of the tasks and activities listed does not imply a strict sequential approach to project delivery. It is expected that the selected consultant will describe in its proposal how these tasks and activities will be performed, and the scheduling of these activities based on the consultants' expertise and proposed delivery model.

IV. Project Tasks

A. General Information

All work completed by the contractor to produce the HI-EMA Strategic Plan will be performed under the immediate supervision of the Preparedness Branch Chief who is the agency's Project Lead. Strategic guidance will be provided by the Administrator of the Hawaii Emergency Management Agency and the Director of Emergency Management.

The scope of work includes the following deliverables to be completed over 4 phases. Some phases of this statement of work may occur concurrently.

B. Phase 1: Project Initiation and Development of Work Plan

The consultant's responsibilities shall include conversing with the HI-EMA Project Lead and agency leadership to gain a comprehensive understanding of the organization's background, goals and expectations for the project.

Phase 1 Activities

The following are deliverables and a nonexclusive list of associated tasks the consultant shall perform:

- a. Develop a Written Project Plan
 - Based on conversations with the agency's Project Lead and leadership, the consultant shall propose a strategic planning process to be followed and develop a work plan that identifies:
 - Primary tasks to be performed
 - Person(s) responsible for each task
 - Time table for each task to be completed
 - Method of evaluating results
 - Resources to be utilized
 - Possible obstacles or problem areas associated with the accomplishment of each task
 - How updates on the planning process will be shared
 - How the planning process and activities will be documented
- b. Assemble a Planning Team
 - The consultant shall make recommendations regarding the composition and role of a Strategic Planning Team, and oversee outreach to engage identified team members in the planning process.
- c. Hold a Kickoff Meeting
 - In coordination with the HI-EMA Project Lead, the consultant will schedule and facilitate a "kickoff" meeting with to review the project goals, objectives and strategy, establish planning team roles, set meeting schedules, make logistical arrangements and define lines of communications.

Phase 2: Strategic Analysis

Phase 2 focuses on reviewing information and gathering stakeholder input to understand the agency's environment, issues and opportunities that will inform development of the plan.

The following are deliverables and a nonexclusive list of associated tasks the consultant shall perform:

- a. Review Background Information
 - The consultant will work with the HI-EMA planning team acquire and review background material relevant to the project, which may include, but is not limited to, the following:
 - Agency organizational charts
 - Current plans
 - Financial data
 - After action reports
 - Standard operating guides and policy documents
 - National emergency management guidance, metrics, accreditation programs and best practices

b. Gather and Analyze Stakeholder Input

- The consultant, in coordination with the HI-EMA planning team, shall conduct outreach visits, interviews and/or focus groups with key external and internal emergency management stakeholders, which shall include:
 - Elected or appointed officials
 - County emergency management agencies
 - Federal emergency management partners
 - State agencies
 - Private sector and non-governmental partners
 - Employees
 - Community groups
 - Agency advisory committees
- The consultant will guide the Strategic Planning Team through objective assessments of internal issues and external challenges using a methodology proposed by the consultant agreed upon with the agency's Project Lead.
- A written analysis of stakeholder input collected shall be produced and reviewed with the planning team.

Phase 3: Strategic Direction and Action Planning

The consultant shall design and facilitate several Strategic Planning Team meetings and workshops to generate strategic plan goals and related objectives, tactics and metrics. The consultant shall conduct sessions to ensure engagement and participation by all team members, stimulate thoughtful and challenging discussion and achieve group consensus.

The following are deliverables and a nonexclusive list of associated tasks the consultant shall perform:

a. Agency Mission, Vision and Value Statements

- The consultant shall guide the Strategic Planning Team in the development of meaningful organization vision, mission and value statements.

b. Strategic Goals, Objectives and Tactics

- The consultant shall guide the Strategic Planning Team in the establishment of realistic goals that address the identified concerns of external and internal stakeholders over a 5-year timeframe. Goals shall include one or more measurable objectives, associated tasks and timeline for completion.

c. Performance Measures

- The consultant shall guide the Strategic Planning Team in identifying performance measures to evaluate progress toward organizational goals.

Phase 4: Plan Development, Review, Adoption and Publication

Phase 4 involves assembling the plan using the results of the strategic planning work sessions.

The following are deliverables and a nonexclusive list of associated tasks the consultant shall perform:

- a. Written Plan Development and Review
 - Consultant shall work with the HI-EMA strategic planning team to guide them in developing a preliminary draft for review by agency leadership.
 - b. Plan Adoption
 - The final draft shall be presented to the Administrator of HI-EMA and the Director of Emergency Management for final approval.
 - c. Plan Publication
 - Consultant shall provide an electronic, edible version of the final Strategic Plan as well as ten original publication quality versions.
- C. Timeline: Upon award of contract; contractor has one year to complete all phases of this contract.

HI-EMA is fully committed to support the consultant in meeting the timeline above. This includes direct coordination with emergency management stakeholders. Upon contract award, HI-EMA will coordinate with consultant on the specific concurrent tasks/responsibilities that HI-EMA will need to accomplish in order to meet the timeline. Consultant shall provide final timeline with key milestones for review and approval by HI-EMA.

- D. Progress Deliverables:
- a. Contractor must chart monthly progress toward project completion and provide a written brief of progress to the Administrator, Hawaii Emergency Management Agency.
 - b. Contractor must provide a quarterly brief of progress to the Director, Hawaii Emergency Management Agency.

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 DOD 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 proposal(s) upon which award could not be made.

3.3 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.

3.4 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 Hawai'i GET at the current 4.5% for sales made on Oahu, and at the 4% rate for the islands of Hawai'i, Maui, Moloka'i, and Kaua'i. 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 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.

3.5 PROPERTY OF STATE

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

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 provide 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, 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.

3.7 PROPOSAL OBJECTIVES

3.7.1 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.

3.7.2 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.

3.7.3 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.

3.7.4 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.

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

3.8 INSURANCE

Offeror's Certificates of Insurance evidencing coverage in accordance with this RFP and the contract shall be provided prior to contract award.

3.9 PROPOSAL FORMS

3.9.1 The Offeror's proposal shall respond to and include items specified in this RFP and any subsequent addendum. Any proposal offering any other set of terms and conditions or exceptions that conflict with the terms and conditions provided in the RFP or in any subsequent addendum may be rejected without further consideration as a conditional proposal.

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 (SECTION SEVEN, Attachment 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 (SECTION SEVEN, Attachment 2). The price shall be the 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

The proposals shall:

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

3.10.2 Include a signed Offer Form OF-1 through OF-2 with the complete name and address of Offeror's firm and the name, mailing address, and telephone 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 of the information requested in this 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 described below. Each section must be addressed individually and pages must be numbered.

a. Transmittal Letter.

This should include at a minimum the project name and company information.

b. Offer Form OF-1 through OF-2.

c. Experience and Capabilities.

Offeror Background. The Offeror must provide the following information relative to the past five (5) years (or the number of years the Offeror has been in business, whichever is less):

- i The number of years Offeror has been in business and the number of years Offeror has performed services specified by this RFP.
- ii Whether the Offeror has had a contract terminated for default or cause. If so, the Offeror must submit full details, including other party's name and reason therefor. If none, so state.
- iii Whether the Offeror has had judgments or pending lawsuits or actions; adverse contract actions, suspension, imposition of penalties, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations against Offeror's firm. If none, so state.
- iv Whether the Offeror has failed to complete any awarded work. If so, Offeror must provide full details, including other parties' names, when action took place and why work was not completed.
- v Evidence that the Offeror has sufficient financial resources to meet all terms of the Contract.
- vi A list of at least three (3) recent and relevant client references that may be contacted by the State to provide information on the Offeror's past and current job performance. Offeror shall provide names, titles, organizations, telephone numbers, email and postal addresses. ("Recent" means within the past three (3) years. "Relevant" means work of a similar scope and magnitude of the current solicitation.)
- vii A list of sample projects and examples of written plans of a similar scope and magnitude of this solicitation.

Offeror Organization and Staffing. The Offeror must provide the following information:

- i Organizational charts of proposed key personnel and their job titles and responsibilities. The chart must describe the management approach and include a detailed narrative describing who the key personnel are and how the key personnel's experience and educational background will enable them to successfully complete the requested services. The State reserves the right to disqualify any potential Offeror that changes key

personnel assigned to perform the responsibilities, prior to the execution of the contract.

- ii Resumes of all proposed key personnel, which should include information relating to each person's experience, education, and skills (including, but not limited to, specific degrees, dates, names of employers, and education institutions). Each resume must be no more than three (3) pages in length.
- iii Plan for local representation for in-person engagements.

d. Narrative Project Proposal

This section shall not exceed 30 pages (excluding appendices). Provide an overall strategy for the project which must include, but not be limited to:

Scope of Work

- i The Offeror's strategic planning approach, including a description of the entire project, strategy, and detailed plan to effectively carry out the tasks described in the "Scope of Work," Section 2. 2, including a listing of deliverables and a fixed inclusive cost to complete each task.
- ii A delineation of any anticipated problems and risk factors, and proposed solutions and approaches to mitigate project risks.
- iii Any proposed additions or modifications to the Scope of Work and Proposed Tasks.

Work Plan and Schedule.

- i. The Offeror must include a detailed narrative work plan required to produce each of the deliverables proposed. Estimated budgets for tasks and subtasks must be included in the Offeror's budget.
- ii. The Offeror should describe the timing and logistics of the work plan and the key issues involved, including the Contractor's personnel identified to execute each task and progress monitoring and reporting strategies.
- iii. Stakeholder Outreach Plan detailing Offeror's plan to solicit input from relevant stakeholders and any methodology or process to ensure an open and participatory process.

e. Pricing.

See SECTION SEVEN, Attachment 2, Offer Form OF-2.

3.11 PROPOSAL PREPARATION

Offer Guaranty (Proposal Security). An offer guaranty is NOT required for this RFP.

Taxpayer Preference. For evaluation purposes, pursuant to HRS §103D-1008, the Offeror's tax-exempt price offer submitted in response to an IFB shall be increased by the applicable

retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Original Proposal and Copies to be Submitted. Offeror shall submit one (1) original proposal marked "ORIGINAL" and three (3) **copies** of the original marked "COPY". It is imperative to note that the Offeror submit only one original and the required number of copies. DO NOT SUBMIT MORE THAN ONE ORIGINAL.

Offeror is encouraged to submit typewritten offers. If handwritten, it should be clearly printed. Offeror is cautioned that illegible offers of any item(s) may be automatically rejected to avoid any errors in interpretation by the reviewers during the evaluation process.

Copies of documents transmitted by Offerors via facsimile machines shall be limited to the modifications or withdrawal of an offer pursuant to HAR Sections 3-122-108 and 3-122-28, respectively.

3.12 RECEIPT AND REGISTER OF PROPOALS

Offers shall be received at the Department of Defense, Engineering Office, located in Building 306-A, Room 228, 3949 Diamond Head Road, Honolulu, HI 96816-4495, no later than the date and time stated in Section 1.4, Significant Dates, as amended. Timely receipt of offers shall be evidenced by the date and time registered by the Engineering Office time stamp clock. Offers received after the deadline shall be returned unopened.

If the Offeror chooses to deliver its offer by United States Postal Service (USPS), please be aware that the USPS does not deliver directly to the receiving office, but to a central mailroom. This may cause a delay and the offer may not reach the Engineering Office until after the deadline, resulting in automatic rejection.

3.13 PROPOSAL, STRATEGY AND PROJECTED TIMETABLE

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

3.14 BEST AND FINAL OFFER (BAFO)

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 or not received shall not be considered.

3.15 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF OFFERS

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

3.15.2 Any change, addition, deletion of attachment(s) or data entry of an Offer may be made prior to the deadline for submittal of offers.

3.16 MISTAKES IN PROPOSALS

3.16.1 Mistakes shall not be corrected after award of contract.

3.16.2 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.

3.16.3 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.

3.16.4 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.

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.

3.17 GENERAL INSTRUCTIONS

The following instructions establish the minimum acceptable requirements for the format and content of a vendor's proposal.

- ☐ Incomplete proposals (e.g., those that do not address all the evaluation factors), may be rejected and not evaluated.
- ☐ Proposals for products or services other than those specified will not be considered.
- ☐ A one-page cover letter must accompany each proposal. Prepare this letter on your company letterhead with the following information:
 - Solicitation Number
 - Project Title

- Full Legal Name and Address of Company
 - Date of the Proposal
 - Principal Point of Contact Name, Title, Address (if different from the above), Telephone Number, Fax Number and email address.
- ☐ Proposals that fail to address all required documentation requested in the solicitation package and its attachments will be evaluated accordingly.
 - ☐ All proposals must be produced on 8-1/2" x 11" white paper with a font size no smaller than 11 point.
 - ☐ The proposal must be bound in either in a loose-leaf binder or by means of a mechanical or equivalent secure binding style.
 - ☐ Each evaluation factor must be contained and labeled in its own separately tabbed section within the proposal.
 - ☐ Each proposal must contain a Table of Contents following the cover letter.

3.18 PROPOSAL OPENING

Proposals will be opened at the date, time, and place specified in Section One or as amended. Proposals will not be opened publicly, but shall be opened in the presence of two or more state officials. Proposals and modifications will only be shown to members of the evaluation committee and state personnel, or their designees having a legitimate interest in them. The register of proposals and Offeror's proposals shall be open to public inspection upon posting of award pursuant to section 103D-58 HRS.

SECTION FOUR

EVALUATION CRITERIA

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.

The total number of possible points used to score the proposals is 100.

1. Competitiveness and Reasonableness of Price (10 points)

2. Offeror's Overall Project Approach/Business Solution (15 points)

The Offeror's approach and comprehensiveness of the proposal, as it relates to the services requested in Section 2.2 Scope of Work, based on the following:

- a. Approach and comprehensiveness of overall proposed strategy to effectively carry out the project objectives, including work plan and proposed deliverables – 15 points.

3. Offeror Organization and Staffing (30 points)

Offeror's proposed organization and staffing resources will be evaluated to assess the Offeror's capability and commitment to carry out the duties and responsibilities of this RFP. Specifically, proposals will be evaluated based on the following criteria:

- a. Experience of key personnel assigned to the project (including professional work experience in Hawaii and years of hands-on experience with similar types of projects or programs in Hawaii) – 20 points.
- b. Offeror's financial condition and stability sufficient to meet all terms of the contract – 10 points.

4. Past Performance on Projects of Similar Scope for Public Agencies or Private Industry in Hawaii (45 Points)

- a. Number of years in the business and number of years performing services specified in this RFP – 20 points
- b. Offeror's experience working with federal, State of Hawaii and Counties of Hawaii government entities in areas relative to the required work described in this RFP – 10 points
- c. Quality of a previous work sample submitted – 10 points
- d. Demonstrated ability to complete awarded work within allotted time. (Has Offeror failed to complete any awarded work, e.g. terminated for default or failed to complete a contract in the last 5 years) – 5 points

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 offers 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 (3) highest ranked, responsible Offerors.

- A. Proposal Clarifications: In the event the Selection Committee finds, in the course of its review, that clarification of a proposal is necessary and/or is required for a fair and objective evaluation, such clarification will be requested in writing to the proposer, the proposer shall respond in writing. The same confidentiality will be observed in this exchange as in the original submittal. Since time is of the essence, if a response is not received in the time allowed, evaluations will be made accordingly.
- B. Non-Responsive Proposals: During the evaluation process it may become apparent that one or more of the proposals do not quality on the basis of technical deficiencies or non-responsiveness to the RFP requirements. If required items are not included in the proposal as described in the RFP documents, the Offeror's proposal will be deemed non-responsive. If so determined by the Selection Committee, these proposals will be recommended to the Procurement Officer for disqualification and returned to the proposer. In certain situations, the non-responsive portion may be a minor or easily adjusted modification in an otherwise responsive proposal, and the Department may waive such irregularities. The decision of the Department in this matter is final and no appeal will be considered. Minimum requirements such as experience, insurance, tax clearance are considered mandatory and will not be waived.

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. **It is DOD's intent to award a contract without discussions** but, DOD reserves the right to enter into discussions, as indicated above, if required.

LATE SUBMITTAL OF OFFER, LATE WITHDRAWAL, AND LATE MODIFICATION [HAR §3-122-16.08]

- A. Proposals or modifications received after the established proposal due date and time will not be considered for award, and shall be returned to the offeror unopened, as soon as practicable, accompanied by a letter stating the reason for its return.
- B. Requests for withdrawal of proposals received after the established proposal due date and time, except as provided for in §3-122-31 HAR regard mistakes in bid, may not be accepted, and shall be responded to with a letter stating the reason for the non-acceptance.

5.3 AWARD OF CONTRACT

Basis 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. §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, Federal Internal Revenue Service; Department of Labor and Industrial Relations, and 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 \$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 soon as possible. If a vendor/contractor/service provider is not compliant on HCE at the time of award, an Offeror may 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.

5.6 PUBLIC EXAMINATION OF PROPOSALS

Except for portions of the proposal that the Offeror has labeled confidential and/or proprietary, the proposals shall be made available for public inspection upon posting of award pursuant to HRS §103D-701.

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-42(12).

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 of the contract. The Procurement Officer or designee shall hold the debriefing within seven (7) working days to the extent practicable from the receipt date of written request.

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

5.8 PROTEST PROCEDURES

Pursuant to HRS §103D-701 and HAR §3-126-3, 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 the Procurement Officer at:

STATE DEPARTMENT OF DEFENSE
3949 DIAMOND HEAD ROAD, ROOM 228
Honolulu, HI 96816-4495
Attn: Cathy Siu

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award 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 Hawaii Awards & Notices Data System (HANDS), which is available on the SPO website:
<https://hands.ehawaii.gov/hands/welcome>.

5.9 APPROVALS

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

5.10 CONTRACT EXECUTION

The successful Offeror receiving award shall enter into a formal written contract in the form as in Exhibit B. No performance or payment bond is required for this contract.

No work is to be undertaken by the Contractor prior to issuance of a Notice to Proceed by the Procurement Officer. 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 starting date.

If an option to extend 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 at its sole expense and maintain insurance coverage acceptable to the State in full force and effect throughout the term of the Contract. The Offeror shall provide proof of insurance for the following minimum insurance coverage(s) and limit(s) in order to be awarded a contract. The type of insurance coverage is listed as follows:

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; 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

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

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

5.11.4 The certificates of insurance shall contain the following clauses:

1. "The State of Hawai'i is added as an additional insured as respects to operations performed for the State of Hawai'i."
2. "It is agreed that any insurance maintained by the State of Hawai'i 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 hereunder, 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 REQUIREMENTS FOR PERFORMANCE BONDS

A performance bond is not required for this solicitation.

5.13 PAYMENT

Incremental payments shall be made to the awarded Contractor in accordance with successful completion of performance milestones set forth in the contract. Within five (5) days of the Notice to Proceed Contractor shall provide an updated schedule based on the date of Notice to Proceed along with a Schedule of Performance Milestones for payment purposes. Payment will not be made until an approved schedule of performance milestones is submitted and accepted.

5.14 CONTRACT INVALIDATION

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

SECTION SIX SPECIAL PROVISIONS

6.1 OFFER GUARANTY

A proposal security deposit is NOT required for this RFP.

6.2 ACCEPTANCE AND TESTING

Final acceptance of the project will only be provided upon delivery of all named project deliverables, including any required DOD/HI-EMA revisions/changes.

6.3 INTELLECTUAL PROPERTY RIGHTS

The State reserves the right to unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the work product, and to transfer the intellectual property to third parties for State purposes.

6.4 WARRANTIES AND DISCLAIMER OF IMPLIED WARRANTIES

Warranty for the Plan shall be for the period of one year from the date of final acceptance of the Plan. All defects identified during the 1-year warranty period shall be corrected within 5 days from notice of the defect or issue.

6.5 CERTIFICATION OF OFFEROR CONCERNING WAGES, HOURS AND WORKING CONDITIONS OF EMPLOYEES SUPPLYING SERVICES (include as applicable)

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 State Procurement Office, 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 State Procurement Office 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.

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: OFFER FORM, OF-1
- Attachment 2: OFFER FORM, OF-2
- Attachment 3: Overview of the RFP Process
- Exhibit A: AG008 GENERAL CONDITIONS

**OFFER FORM
OF-1**

STRATEGIC PLANNING
STATE OF HAWAII, DEPARTMENT OF DEFENSE
HAWAII EMERGENCY MANAGEMENT AGENCY
RFP-CA-1815

The Adjutant General
Department of Defense
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Conditions, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ *Corporation ☐ Joint Venture

☐ Other _____

*State of incorporation: _____

Hawaii General Excise Tax License I.D. No. _____

Federal I.D. No. _____

Payment address (other than street address below): _____
City, State, Zip Code: _____

Business address (street address): _____
City, State, Zip Code: _____

Respectfully submitted:

Date: _____ (x) _____
Authorized (Original) Signature

Telephone No.: _____

Fax No.: _____ Name and Title (Please Type or Print)

E-mail Address: _____ **
Exact Legal Name of Company (Offeror)

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

Attachment 1

**OFFER FORM
OF-2**

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

\$ _____

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

List of key staff positions proposed for the development and delivery of the specified services and their respective hourly rate to include the approximate time of each position to this project:

<u>Position:</u>	<u>Hourly Rate:</u>	<u>Estimated Hours:</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____

Note: Hourly rates provided above will not be included in the evaluation and will be used as a reference only for additional services when required.

Offeror _____
Name of Company

Attachment 2

OVERVIEW OF THE RFP PROCESS

- 1 The RFP is issued pursuant to Subchapter 6 of HAR Chapter 3-122, implementing HRS §103D-303.
- 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.
- 3 Proposals shall be received in accordance with section 3.11. 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.
- 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.
- 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 if required.
- 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 who submit acceptable or potentially acceptable proposals.
- 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 top three (3) Priority Listed Offerors prior to the submission of the BAFO.
- 8 The date and time for Offerors to submit their BAFO, if any, is indicated in Section 1.4, RFP Schedule and Significant Dates. If Offeror does not submit a notice of withdrawal or a BAFO, the Offeror's immediate previous offer shall be construed as its BAFO.
- 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.

- 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 should be identified by the Offerors and shall be excluded from access.
- 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.
- 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 Hawaii.