



DEPARTMENT OF DEFENSE

RELEASE DATE: AUGUST 6, 2018

REQUEST FOR PROPOSALS No. RFP-CA-1818

SEALED OFFERS FOR EMERGENCY RESPONSE PLANNING SYNC MATRIX STATE OF HAWAII DEPARTMENT OF DEFENSE OFFICE OF HOMELAND SECURITY

WILL BE RECEIVED UP TO 2:00PM (HST) ON

SEPTEMBER 5, 2018

IN THE STATE OF HAWAII, DEPARTMENT OF DEFENSE, ENGINEERING OFFICE,
BUILDING 306A, ROOM 228, 3949 DIAMOND HEAD ROAD, HONOLULU, HAWAII 96816-
4495. DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO STATE OF HAWAII,
DEPARTMENT OF DEFENSE, ENGINEERING OFFICE, MS. CATHY SIU, /TELEPHONE
(808) 733-4041 OR E-MAIL AT CATHY.A.SIU@HAWAII.GOV

MG ARTHUR J. LOGAN
Procurement Officer

RFP-CA-1818

Name of Company

TABLE OF CONTENTS

	<u>Page</u>
SECTION ONE: INTRODUCTION, TERMS AND ACRONYMS AND KEY DATES.....	1
SECTION TWO: BACKGROUND AND SCOPE OF WORK	3
SECTION THREE: PROPOSAL FORMAT AND CONTENT.....	4
SECTION FOUR: EVALUATION CRITERIA.....	9
SECTION FIVE: CONTRACTOR SELECTION AND CONTRACT AWARD.....	10
SECTION SIX: SPECIAL PROVISIONS.....	15
SECTION SEVEN: ATTACHMENTS AND EXHIBITS.....	19
• Attachment 1: OFFER FORM, OF-1	
• Attachment 2: OFFER FORM, OF-2	
• Exhibit A: OVERVIEW OF THE RFP PROCESS	
• Exhibit B: CONTRACT FORM AND AG GENERAL CONDITIONS	
• Exhibit C: ADDITIONAL GENERAL CONDITIONS	

SECTION ONE
INTRODUCTION, TERMS AND ACRONYMS, KEY DATES

1.1 INTRODUCTION

The State Department of Defense (DOD) is requesting proposals for the development of Complex Coordinated Terrorist Attack plan/annex/checklist using the synchronization matrix as a foundation for plan development. Any award will result in a contract for the EMERGENCY RESPONSE PLANNING SYNC MATRIX, STATE OF HAWAII, DEPARTMENT OF DEFENSE

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
CCA	=	Complex Coordinated Attack
CCTA	=	Complex Coordinated Terrorist Attack
CPO	=	Chief Procurement Officer
DOD	=	Department of Defense
GC	=	General Conditions, issued by the Department of the Attorney General
GET	=	General Excise Tax
GP	=	General Provisions
Procurement Officer	=	The Adjutant General for the State of Hawaii, Department of Defense
HLS	=	Homeland Security
OHS	=	Office of Homeland Security
State	=	State of Hawaii, including its departments, agencies and political subdivisions
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
RFP	=	Request for Proposals

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 Hawaii 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	8-6-18
Pre-proposal Conference	8-16-18 8:00 A.M.
Due date to Submit Questions	8-20-18 prior to 4:30 P.M.
State's Response to Questions*	8-24-18
Proposals Due date/time	9-5-18 prior to 2:00 P.M.
Proposal Evaluations	9-6-18
Discussion with Priority Listed Offerors (if necessary)	9-7-18
Best and Final Offer (if necessary)	9-14-18 prior to 4:30 P.M.
Notice of Award	Est. 9-7-18
Contract Start Date	Est. 9-20-18

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 ask 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 pre-proposal conference will be held as follows:

Date: 8-16-18

Time: 8:00 A.M.

Location: Department of Defense
Engineering Office
Building 306A, Conference Room #232
3949 Diamond Head Road
Honolulu, HI 96816-4495

1.6 QUESTIONS AND ANSWERS PRIOR TO OPENING OF PROPOSALS

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

The State will respond to questions through Addenda/Amendments by the date specified in Section 1.4, *RFP Schedule and Significant Dates*, as amended.

SECTION TWO

BACKGROUND AND SCOPE OF WORK

2.1 PROJECT OVERVIEW AND HISTORY

The Office of Homeland Security, situated within the State of Hawaii Department of Defense, is the state's designated 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 situations related to terrorism and man-made incidents that threaten Hawaii.

One of the plans the Office of Homeland Security is charged with assisting across state and county is the Complex Coordinated Terrorist Attack (CCTA) Plan. This will be an integrated and collaborative plan that integrates state and county response agencies.

This plan when completed will be incorporated in the *State of Hawaii Emergency Operations Plan (HI-EOP)*.

The HI-EOP is under revision to develop select State Emergency Support Functions (SESF) and Incident Annexes. The Office of Homeland Security CCTA Plan will be incorporated into this updated HI-EOP.

2.2 SCOPE OF WORK

All services to be provided to DOD/OHS/four county emergency management agencies shall be in accordance with this RFP, including its attachments and any addenda.

The State of Hawaii, Department of Defense, Office of Homeland Security is seeking consulting services to assist in the development of Complex Coordinated Terrorist Attack Plan, Incident Action Plan, Checklist to support the state and counties. The Office of Homeland Security requests that one of the planning methodologies used in the plan/annex/checklists will be the synchronization of current plans, response techniques, processes by employing the response community, stakeholders, subject matter experts and others to support identification of capabilities, resources, and gaps.

1. Project Goal and Objectives/Milestones

A. Project Goal

The goal of this project is to develop Complex Coordinated Plan for the state that addresses the response to and the recovery from a CCTA event.

B. Objectives

The objectives of this project include:

1. Incorporate synchronization process into the planning development.
2. Assisting with the development of the CCTA Plan, annex, checklist to assist each county in the event of a CCTA.
3. Project work will entail applying national emergency management doctrine, incident management doctrine and planning in accordance with FEMA's Comprehensive Preparedness Guide (CPG) 101.
4. The sync matrix will require a series of meetings which includes but not limited to:

- a. Kick off meeting to establish schedule for each county
- b. Identify core planning team, subject matter experts; meet; develop schedule for executing plan, annex/checklist
- c. Develop trainers to support the planning requirements with partners
- d. Develop planning documents based on the agency (plan/annex/checklist/or other document)

Project Description

Office of Homeland Security is seeking contractual support for the development of CCTA Plan, Annex, Checklist for the county incorporating synchronization planning into the planning development and planning process. Project will support the Hawaii Emergency Management HI-EOP contractual support ongoing simultaneously with the CCTA development.

Project Definitions

The support the nature of planning a CCTA incident involves (two or more incidents occurring simultaneously) and to fully support HI-EOP efforts with the development to the SESF and Incident Annexes, the Office of Homeland Security desires to a contractor to work as part of the CCTA program. The type of planning desired is the synchronization planning tool that will bring together the various response agencies to identify actions, steps, processes, key actions, information for the integration of a coordinated response and have the resources to escalate as necessary. The synchronization of the response includes identification of resources, gaps, challenges of each response unit to ensure that the response can be effective.

Synchronization Matrix

Sync Matrix is a process to develop, integrate, coordinate and synchronize emergency plans. It is a virtual application that supports the course of action development concepts described in FEMA's Comprehensive Preparedness Guide, CPG 101. It is supported with a facilitate discussion based on factors such as time, days, action.

The sync matrix is a graphic depiction of an operation plan as it unfolds over time. The sync matrix is a planning process that view emergency response as a set of human activity systems, using a problem-solving approach to planning, and emphasizes relationships between the actions and the capabilities of responders. The sync matrix provides a collaborative workspace that allows the planning team to work individually or as a team. The graphic representation provides the foundation for the plan, annex, or other support tools for state and county plan.

Project Tasks

General Information

1. Establish a sync matrix planning structure.

The sync matrix supports the planning development using capabilities-based planning and CPG 101 planning process. The goal for the CCTA synch matrix approach will to help responders and emergency planners develop a clear understanding of what is going to be involved when responding to a CCTA situation; it provides an understanding to planners/agencies at all levels as to the actions.

The following is a non-exclusive list of associated tasks the consultant shall perform:

a. Review of Background Information

The contractor shall collect and review existing state and county response plans specifically as they relate to terrorism, active shooter, etc.; review Department of Homeland Security plans in relationship to CCTA.

Review the after-action reports from the PER 335 Complex Coordinated Terrorist Attack training and the Joint Counter Terrorism Awareness Workshop. Based on the reports and the recommendations, the consultant shall make recommendations regarding composition of the sync matrix planning teams.

Specific program should include but not limited to:

Kick Off Meeting: this meeting will establish the TA Schedule, identify the core and expanded planning teams.

Training Workshops: Workshops should include a minimum of three workshops for Oahu and one session for Maui, Hawaii, and Kauai. These sessions should be planned for two days to provide planning philosophy, using software, establishing local mechanics and protocols, hands-on practicum using local data.

Technical Assistance: Assist with defining scenario and refining the gaps and resource identification; articulation of the command structure, command protocols, integration of each agencies planning, etc. Provide modeling as necessary to support the scenario support.

Plan Reliability Assessment Workshops: Assist with the plan, annex, checklist or other document under CGP 101.

b. Planning Team

The Consultant will work with the CCTA Planning team to determine the sync matrix meetings based on the nature and sequence of planning.

c. Planning Meetings and stakeholder Engagement

In coordination with the CCTA Planner, the consultant will schedule organized and facilitated meetings with responders, community, emergency planners/agencies and others to support building the planning document/annex/checklist.

Each planning session should be considered as it own tabletop exercise which allows the participant to identify the operational breakdown points of what might go wrong and the impact of operational success to help measure the preparedness.

d. Plan Development, Review, Adoption and Publication

The consultant shall assist the Office of Homeland Security and the CCTA planner with developing the planning document/annex/checklist as derived from the sync matrix. The documents will be reviewed and coordinated with appropriate county.

2. Timeline

The draft plan/annex/checklist is required to be completed by December 2019 for each county. The final documents for each county completed by August 31, 2020.

2.3 TERM OF CONTRACT

The contract shall be for a period of 24 months and is intended to begin approximately September 2018 and end on August 31, 2020.

Unless terminated, the Contractor and the State may extend the term of the contract for one additional 3-month period or portions thereof without the necessity of re-soliciting, upon mutual agreement in writing at least sixty (60) days prior to the expiration of the contract. The contract price or commission paid to the Contractor for the extended period shall remain the same or as described in the offer.

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

2.4 CONTRACT ADMINISTRATOR

For the purposes of this contract, Dolores Cook, Homeland Security Administrator, (808)733-4205, or authorized representative, is designated the Contract Administrator.

SECTION THREE

PROPOSAL FORMAT AND CONTENT

3.1 OFFEROR'S AUTHORITY TO SUBMIT AN OFFER

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

3.2 REQUIRED REVIEW

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

3.2.2 Should Offeror find defects and questionable or objectionable items in the RFP, Offeror shall notify the Department of Defense Engineering Office 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 Hawaii GET at the current 4.5% for sales made on Oahu, and at the 4% rate for the islands of Hawaii, Maui, Molokai, and Kauai. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

3.4.2 Federal I.D. Number and Hawaii General Excise Tax License I.D. Offeror shall submit its current Federal I.D. No. and Hawaii General Excise Tax License I.D. number in the space provided on Offer Form, page OF-1, thereby attesting that the Offeror is doing business in the State and that Offeror will pay such taxes on all sales made to the State.

3.5 PROPERTY OF STATE

All proposals become the property of the State of Hawaii.

3.6 CONFIDENTIAL INFORMATION

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

3.6.2 An Offeror shall request in writing nondisclosure of information such as designated trade secrets or other proprietary data Offeror considers to be confidential. Such requests for nondisclosure shall accompany the proposal, 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 EXCEPTIONS

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

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

3.8 PROPOSAL OBJECTIVES

3.8.1 One of the objectives of this RFP is to make proposal preparation easy and efficient, while giving Offerors ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective.

3.8.2 Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate for the purpose. Emphasis will be on completeness and clarity and content.

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

3.8.4 The proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this RFP as stated in Section 2.2 SCOPE OF WORK.

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

3.9 PROPOSAL FORMS

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

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

Proposals must:

- 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 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.
- 3.10.3 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

See SECTION SEVEN, Attachment 1, Offer Form OF-1.

b. Experience and Capabilities.

- 1) A complete, relevant, and current client listing.
- 2) The number of years Offeror has been in business and the number of years Offeror has performed services specified by this RFP, including specialized planning expertise in emergency planning, complex coordinated planning. In addition, indicate planning experience related to sync matrix planning.
- 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. Offeror shall provide names, titles, organizations, telephone numbers, email and postal addresses.
- 5) A summary listing of judgments or pending lawsuits or actions against; adverse contract actions, including termination(s), suspension, imposition of penalties, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations against your firm. If none, so state.
- 6) A list of sample projects and/or examples of written plans.

c. Proposal including an overall strategy, timeline and plan.

d. Pricing.

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

e. Exceptions.

3.11 RECEIPT AND REGISTER OF PROPOALS

Proposals shall be received at the Department of Defense, Engineering Office, located in Building 306-A, 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.

Proposals will be received and receipt verified by two or more procurement officials on or after the date and time specified in Section One, or as amended.

The register of proposals and proposals of the Offeror(s) shall be open to public inspection upon posting of award pursuant to section 103D-701, HRS.

3.12 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.

3.13 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF OFFERS

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

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

3.14 MISTAKES IN PROPOSALS

3.14.1 Mistakes shall not be corrected after award of contract.

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

3.14.3 Once discussions are commenced or after best and final offers are requested, any priority-listed Offeror may freely correct any mistake by modifying or withdrawing the proposal until the time and date set for receipt of best and final offers.

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

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

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

accompanied by other material indicating the Offeror's intent to be bound; or to acknowledge receipt of an amendment to the request for proposal, but only if it is clear from the proposal that the Offeror received the amendment and intended to be bound by its terms; or the amendment involved had no effect on price, quality or quantity.

SECTION FOUR

EVALUATION CRITERIA

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 points used to score this contract is 100.

- 1) Competitiveness and Reasonableness of Price (10 points)
- 2) Previous experience, capability and proficiency in (45)
 - a. Offeror's Overall Project Approach/Business Solution (15)

The Offeror's approach and comprehensiveness of the proposal as it relates to the services requested in Section Two, Scope of Work including the development of the plan/annex/checklist and use of synchronization matrix as a method of planning.
 - b. Offeror Organization and Staffing (30)

Experience of key personnel assigned to the project (including professional work experience in Hawaii and years of hands-on experience with emergency management planning and specialized planning expertise in the sync matrix planning, complex coordinated attack planning and emergency management. Evidence that at least one person tasked to the project maintains a secret clearance.

Offeror experience working with federal, state, and private sector entities in areas related to CCCTA and plan development.
- 3) Sample projects and/or examples of written plans, organizational charts, contact trees, etc. (10)
- 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 the number of years performing services specified in the RFP, to include specialized planning expertise in the areas of sync matrix planning, complex coordinated activities, and emergency management
- 5) Project Proposal (20)
 - a. Offeror's familiarity with CPG 101 and synchronization matrix as a planning tool
 - b. 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 five (5) years.
 - c. Development of CCTA documents (plan, annex, checklist) based on state and county requirements.

- d. Offeror must identify planning methodology for successful plan development.

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 highest ranked, responsible Offerors.

5.2 DISCUSSION WITH PRIORITY LISTED OFFERORS

The State may invite priority listed Offerors to discuss with 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, Hawaii Employment Security Law;
3. Chapter 386, Worker's Compensation Law;
4. Chapter 392, Temporary Disability Insurance;
5. Chapter 393, Prepaid Health Care Act; and
6. §103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

The State will verify compliance on Hawaii Compliance Express (HCE).

Hawaii 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 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.

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-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, Hawaii 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: <http://hands.ehawaii.gov/hands/>.

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

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 the effective date of contract. The State of Hawaii 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; 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

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 SPO, 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 SPO and contracting department or agency 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 Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
2. "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 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 for in the contract (Ref 2.2.1). Within five (5) days of the Notice to Proceed, the 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 be provided upon delivery of all named project deliverables, including any required DOD/County 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/annex/checklist shall be for the period of one year from the date of final acceptance of the plan/annex/checklist. 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, Hawaii 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, Hawaii 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
- Exhibit A: OVERVIEW OF THE RFP PROCESS
- Exhibit B: CONTRACT FORM AND AG GENERAL CONDITIONS
- Exhibit C: ADDITIONAL GENERAL CONDITIONS

**OFFER FORM
OF-1**

EMERGENCY RESPONSE PLANNING SYNC MATRIX
STATE OF HAWAII, DEPARTMENT OF DEFENSE
OFFICE OF HOMELAND SECURITY
RFP-CA-1818

Adjutant General
State of Hawaii
Department of Defense
Honolulu, Hawaii 96816-4495

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:

**OFFER FORM
OF-2**

The undersigned has carefully examined the attached documents and hereby proposes to furnish at his own expense all labor, materials, supplies, tools, and equipment necessary as shown and called for to accomplish the development and delivery of the services, in strict accordance with the specifications pertaining thereto, all for the LUMP SUM BID PRICE of (Including all applicable taxes, delivery, unloading, freight charges and other costs involved to provide the specified services.):

LUMP SUM BID PRICE

_____ DOLLARS (\$_____).

[BIDDER'S INSTRUCTIONS: Write out the total lump sum bid price in words and fill in the total lump sum bid price in numbers. Prices shall be written in ink or typed.]

Offeror _____
Name of Company

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 on HePS. 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.
- 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.