

RELEASE DATE: November 18, 2022

**The State of Hawaii
State Procurement Office**

**Request for Proposals
Solicitation No. 23003**

**To Contract Services for a Small Business
Office for the State of Hawaii**

OFFERS ARE DUE AT 2:30 P.M., HAWAII STANDARD TIME (HST) ON

December 28, 2022

(or such later date as may be established by the State of Hawaii by an Addendum to this RFP)

BY SUBMISSION TO THE HAWAII STATE EPROCUREMENT SYSTEM (HiEPRO)

**DIRECT ALL QUESTIONS REGARDING THIS RFP, QUESTIONS OR ISSUES RELATING TO
THE ACCESSIBILITY OF THIS RFP (INCLUDING THE ATTACHMENTS AND EXHIBITS AND
ANY OTHER DOCUMENT RELATED TO THIS RFP) AND REQUESTS FOR ACCOMMODATIONS
FOR PERSONS WITH DISABILITIES IN CONNECTION WITH THIS RFP, TO:**

STACEY KAULEINAMOKU, TELEPHONE
(808) 586-0571 OR EMAIL ADDRESS Stacey.l.kauleinamoku@hawaii.gov.

Kevin Takaesu
Procurement Officer

RFP No. 23003

Table of Contents

RFP Administrative Information

Offer Checklist

Section 1	General Information
Section 2	Solicitation Information
Section 3	Requirements
Section 4	Instructions to Offerors – Proposal Submission
Section 5	Evaluation and Award
Section 6	Evaluation Criteria 1: Technical/Experience
Section 7	Evaluation Criteria 2: Past Performance
Section 8	Evaluation Criteria 3: Price
Section 9	Contract Management
Section 10	Special Provisions
Attachment A	Scope of Work
Attachment A-1	Submittal Questions Matrix (SQM) for Technical/Experience
Attachment B	Offer Form, OF-1
Attachment B-1	Statement of Eligibility
Attachment B-2	Offer Form, OF-2 References
Attachment B-3	Offer Form, OF-3 Cost Proposal Form
Exhibit 1	State of Hawaii - General Provisions
Exhibit 2	State of Hawaii - AG General Conditions
Exhibit 3	HB1974, 2022 Legislative Session, Act 168

RFP Administrative Information

RFP Title:	State Small Business Office Services
RFP Project Description: (See Section 1.2 Purpose)	The State of Hawaii, pursuant to Act 168, 2022 Legislative Session is seeking a Contractor to provide support services for the State’s small business assistance initiative.
RFP Point of Contact: (See Section 9.1-Contract Administrator)	Buyer Name – Stacey Kauleinamoku Agency Name – State Procurement Office Agency Address – 1151 Punchbowl Street, Room 416 City, State, Zip – Honolulu, HI 96813 Buyer Email – stacey.l.kauleinamoku@hawaii.gov Buyer Phone – (808) 586-0571
Submit proposals electronically via Hawaii Electronic Procurement System (HiePRO): (See Section 4.4 Electronic Submission of Proposals)	Electronic Submission hiepro.ehawaii.gov
Deadline To Receive Questions: (See Sections 1.4 Schedule and Significant Dates and 2.6 Electronic Submission of Questions)	November 30, 2022; 2:30 p.m. HST
Question & Answers: (Sections 1.4 Schedule and Significant Dates and 2.6 Electronic Submission of Questions)	All questions, including those about Terms and Conditions, must be submitted through HiePRO. Questions must be submitted by the question deadline date.
RFP Closing Date: (See Section 1.4 Schedule and Significant Dates)	December 28, 2022
RFP Closing Time: (See Section 1.4 Schedule and Significant Dates)	2:30 p.m. HST
Initial Term of Contract and Renewals: (See Section 1.6 Period of Performance and 10.10 Contract Execution)	The initial term of the Contract will be 12 months with the option for four (4) additional renewal periods of one (1) year each or parts thereof. Upon mutual agreement, the contract may be extended or amended.
<p>TAKE NOTE OF THE MANDATORY .75% (.0075) TRANSACTION FEE, CAPPED AT \$5,000, TO HAWAII INFORMATION CONSORTIUM, LLC, DBA NIC HAWAII BASED ON THE AWARD MADE IN HIEPRO. (DETAILED IN SECTION 2.3 ELECTRONIC PROCUREMENT AND SECTION 3.7 PAYMENT TO HAWAII INFORMATION CONSORTIUM, LLC, DBA NIC HAWAII.)</p>	

Offer Checklist

Offeror must address ALL sections and attachments and provide the information and documentation as required in the table below.

No.	Description	Reference in RFP	Completed
1	Offer Checklist – submittal of checklist with all items checked “completed.”	Offer Checklist	<input type="checkbox"/>
2	Offer Form OF-1 - Completed and signed NOTE: Ensure that company name submitted in HlePRO matches company name on OF-1.	Attachment B Offer Form OF-1; Section 10.4 Proposal Preparation	<input type="checkbox"/>
3	Statement of Eligibility	Attachment B-1, Statement of Eligibility	<input type="checkbox"/>
4	Table of Contents	Section 4.5 Required Format and Content #1 Table of Contents	<input type="checkbox"/>
5	Executive Summary, not to exceed one (1) page	Section 4.5 Required Format and Content #6 Executive Summary	<input type="checkbox"/>
6	Technical/Experience Submittal Questions Matrix	Attachment A-1 Submittal Questions Matrix (SQM)	<input type="checkbox"/>
7	Evaluation Criteria #2: Past Performance <ul style="list-style-type: none"> • References: Submittal of at least three (3) client references on Offer Form OF-2 • Experience, not to exceed 5 pages 	Attachment B-2, Offer Form OF-2 References	<input type="checkbox"/>
8	Evaluation Criteria #3: Price <ul style="list-style-type: none"> • Completed Offer Form OF-3 with pricing • One page (1) statement on price completeness, reasonableness and realism 	Attachment B-3, Offer Form OF-3 Cost Proposal Form	<input type="checkbox"/>
9	Confidential, Protected, or Proprietary Information Section	Section 4.5 Required Format and Content, Item #8	<input type="checkbox"/>

Authorized Offeror Signature

REQUEST FOR PROPOSALS

To Contract Services for a Small Business Office for the State of Hawaii

RFP No. 23003

Section 1: General Information

1.1 Background

Act 50, Session Laws of Hawaii (SLH) 2005, was enacted to promote the growth and development of small businesses in Hawaii through the establishment of a small business preference program as part of the procurement process. Additionally, Act 213, Session Laws of Hawaii 2007, approved the funding for the purpose of implementing part IX (assistance to small businesses), chapter 103D, Hawaii Revised Statutes (HRS).

Section 3-124-73, Hawaii Administrative Rules (HAR), and related interim small business preference rules went into effect in 2007. Unfortunately, due to funding and staffing cuts in 2008, dedicated resources necessary to carry out those rules were lacking. In the absence of a small business office, these interim rules failed to help the small business community and state-wide procurement workforce, and the rules expired in 2011.

Act 42, SLH 2017, created a three-year small business initiative; however, the initiative did not receive funding after the first year and the enabling legislation sunset in 2020.

HB 1974 was enacted as Act 168, SLH 2022; to establish a five-year small business assistance initiative. The initiative is a pilot program to create a small business database and outsource for a local small business to act as the State's Small Business Office (SBO). The State Procurement Office (SPO) will be responsible for the completion of the initiative and will work with the Small Business Office for implementation. Act 168 establishes the initiative through June of 2027, however currently the funding is for fiscal year 2022 – 2023 only.

As an element of the legislation, Act 168 specifically calls for the Small Business Office contract to be awarded to an existing Hawaii based small business advocacy group with experience in helping small business obtain State and Federal contracts. The awardee of this proposal is required to be a small business owned by a native Hawaiian, veteran or female owned business, and shall have an understanding of the small business community and meet the requirements listed herein.

1.2 Purpose

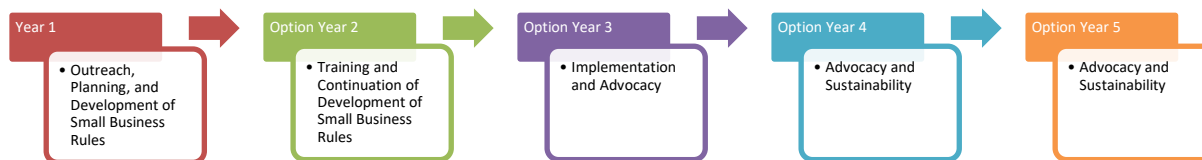
The State of Hawaii, State Procurement Office (SPO) is ready to address part IX, chapter 103D, HRS, and assist self-identified small businesses in obtaining state contracts. To facilitate this process, the small business assistance initiative will convene small business stakeholders, collect and develop relevant data and information necessary for small

businesses to compete for and obtain State contracts, and identify and resolve issues that must be addressed to develop an effective small business State contracting program within the state procurement process.

The Small Business Office (SBO) will work as the initiative’s public/vendor facing advocate, facilitating outreach and awareness regarding updates and changes during implementation. The SBO’s purpose will be to market the initiative to small businesses and fellow advocates, create and provide trainings that support the State’s objective to cultivate the small business community and assist the procurement workforce in increasing small business participation in State contract opportunities. SBO will work in conjunction with SPO, executive branch agencies and other small business stakeholders to aggregate resources, provide trainings, collect data and draft reports associated with the initiative’s progress.

1.3 Proposed Initiative Timeline

The small business assistance initiative is designed to collect relevant data and develop processes and procedures that will lead to the propagation of permanent Small Business rules. The timeline is based on an estimated schedule and deliverables, both are subject to change. To properly effectuate the initiative’s goals, the implementation will be broken into yearly phases and deliverables as follows:



1.4 Schedule and Significant Dates

The table below contains the State’s current estimate of the schedule and significant dates. All times are Hawaii Standard Time (HST). If a component of this schedule, such as "Proposals Due Date and Time" is delayed, the rest of the schedule may likely be shifted by the same number of days. Any change to the RFP Schedule and Significant Dates prior to the proposal due date shall be issued by addendum.

Event	Date
Solicitation Release:	November 18, 2022
Question Submittal Deadline:	November 30, 2022; 2:30 p.m.
Answers to Questions:	December 7, 2022; 2:30 p.m.
Proposal Due Date and Time:	December 28, 2022; 2:30 p.m.
Estimated Date for Discussions, if necessary	January 11 – January 13, 2022
Estimated Due Date for BAFO, if necessary	January 23, 2022
Anticipated Award Date:	February 10, 2023

Contract Administrator means the person designated to manage the various facets of the contract(s) to ensure Contractor's total performance is in accordance with the contractual commitments and obligations are fulfilled.

Contractor means the person having a contract with a governmental body.

Fixed-price basis means an established price agreed upon by the Contractor and Purchasing Entity, by agreement or by authority, as the price to be charged for a specified amount of services.

Governmental body means any department, commission, council, board, bureau, authority, committee, institution, legislative body, agency, government corporation, or other establishment or office of the executive, legislative, or judicial branch, city or county of any U.S. State, (including the Office of Hawaiian Affairs for the State of Hawaii).

Hawaii Administrative Rules (HAR) means the adopted operating procedures for State agencies authorized by the laws of the State of Hawaii.

Hawaii Revised Statutes (HRS) means the laws that govern the State of Hawaii.

Inherently Governmental Duties means those duties which shall only be performed by a government employee.

Market Research means the gathering and studying of data relating to consumer preferences and purchasing power. In relation to the procurement life cycle, Market Research means the examination of available sources of information to find available sources of supply to meet the needs of any given procurement.

Offeror means the company or firm who submits a proposal in response to this Request for Proposal.

North American Industry Classification System (NAICS), a nationally recognized system of codes that identify working industries in North America.

Prime Contractor means the Contractor awarded a contract for State Small Business Office services.

Procurement Officer is a Contracting Officer for the State Procurement Office.

Proposal means the official written response submitted by an Offeror in response to this Request for Proposals.

Request for Proposals or "RFP" means the entire solicitation document, including all parts, sections, exhibits, attachments, and Addenda.

Services means the furnishing of labor, time, or effort by a contractor, which involves the delivery or supply or products.

Small Business Administration (SBA), a federally created program to aid, counsel, assist and protect, insofar as is possible, the interests of small business concerns.

Subcontractor means a Contractor contracted for work by the Prime Contractor.

1.9 Statutory Requirements

ACT 168, session laws of 2022, calls for an awarded Contractor that is; an existing for-profit Hawaii-based small business that has a native Hawaiian, veteran or female owner, and has the understanding of the small business community. Pursuant to section 4 of ACT 168, \$125,000 or so much thereof will be allocated for the services to operate and maintain the small business office.

For the purposes of defining small business, [Small Business Administration \(SBA\) size standards shall apply](#), and the NAICS codes 541611 Administrative Management and General Management Consulting Services, 541612 Human Resources Consulting Services, and 813910 Business Associations will be used. A qualified small business **shall have a three-year average annual receipt of \$25.5 million or less.**

The Offeror will submit attachment B-1, Statement of Eligibility as part of their proposal. Multiple owners can be added to one form or a separate form may be submitted for each owner.

Prior to award the Offeror will provide the following documentation:

1. Tax Transcripts showing the total receipts (total income plus cost of goods sold) for the three most recently completed years.
2. A document of ownership in the company from a female, veteran or native Hawaiian owner.

Or

Proof of registration as a female, veteran or native Hawaiian owned small business with the Federal government.

Section 2: Solicitation Information

2.1 Governing Laws and Regulations

This procurement is conducted by the State Procurement Office (SPO), in accordance with the Hawaii Public Procurement Code, chapter 103D, Hawaii Revised Statutes (HRS). Information about SPO and its governing laws are available at <http://spo.hawaii.gov/>.

This procurement shall be governed by the regulations and laws of the State of Hawaii. Venue for any administrative or judicial action relating to this procurement, evaluation, and award shall be in the State of Hawaii.

2.2 Overview of State of Hawaii Procurement Process

- 2.2.1** The RFP is issued pursuant to Subchapter 6 of HAR chapter 3-122, implementing HRS §103D-303 on competitive sealed proposals.
- 2.2.2** The RFP will be issued through HlePRO, refer to section 2.3. Written questions regarding the RFP are submitted through HlePRO. Responses to questions are issued by Addendum through HlePRO. Changes to the RFP are issued by Addendum through HlePRO.
- 2.2.3** Proposals shall be received through HlePRO. Offeror's proposal shall be open to the public after posting of award, except for portions of the proposal that the Offeror has labeled confidential and/or proprietary pursuant to HAR §3-122-58.
- 2.2.4** An evaluation committee approved by the Procurement Officer, shall evaluate the proposals in accordance with Section 5.8 Evaluation Criteria.
- 2.2.5** Proposals may be accepted on evaluation without discussion. 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 (3) responsible Offerors who submitted the highest-ranked proposals. The objective of these discussions is to clarify issues regarding the Offeror's proposal before the Best and Final Offer (BAFO) is tendered.
- 2.2.6** If the State determines a BAFO is necessary, it shall request one from the Priority-Listed Offeror(s). The Offeror shall submit its BAFO through HlePRO.
- 2.2.7** If during discussions there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by Addendum to incorporate such clarification or change. Addenda to the RFP shall be distributed only to priority-listed offerors.

- 2.2.8** The date and time for Offerors to submit their BAFO, if any, is indicated in Section 1.4 Schedule and Significant Dates. If Offeror does not submit a notice of withdrawal or a BAFO, the Offeror's immediate previous bid shall be construed as its BAFO.
- 2.2.9** After receipt and evaluation of the BAFOs in accordance with 5.8 Evaluation Criteria, the evaluation committee may have additional discussions after receiving approval by the CPO to conduct a second BAFO. Award(s), if any shall be made to the Offeror(s) whose proposal is determined to be the most advantageous to the State taking into consideration price and the evaluation factors set forth in the RFP.
- 2.2.10** The contents of any proposal shall not be disclosed during the review, evaluation, or discussion process. Once the notice of award(s) is made, all proposals, successful and unsuccessful, become available for public inspection. Those sections that the Offeror and the State agree are confidential and/or proprietary shall be identified by the Offerors and shall be excluded from public access.

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).

- 2.2.12** The RFP, any addenda issued, and the successful Offerors' proposal shall become a part of the contract. All proposals shall become the property of the State of Hawaii.

2.3 Electronic Procurement

- 2.3.1** The State has established the Hawaii State eProcurement (HlePRO) System to promote an open and transparent system for vendors to compete for State contracts electronically. Offerors interested in responding to this solicitation must be registered on HlePRO. Registration information is available at the State Procurement Office (SPO) website: <http://spo.hawaii.gov/HlePRO/>, then select HlePRO Vendor Registration Guide.
- 2.3.2** The State will use HlePRO to issue the RFP, receive Offers, issue Addenda and award to the RFP. Addenda and the other information and materials shall be provided by the State through HlePRO, including additions or changes with respect to the dates in Section 1.4 Schedule and Significant Dates. The State shall not be responsible for any person's or entity's failure to do so for any reason. The State is not responsible for any delay or failure of any Offeror to receive any materials updated through the RFP Process on a timely basis.

2.3.3 As part of this procurement process, Offerors are informed that awards made for this solicitation, if any, shall be done through the HlePRO and shall therefore be subject to a mandatory .75% (.0075) transaction fee, not to exceed \$5,000 for the initial contract term. This transaction fee shall be based on the initial awarded dollar amount in HlePRO, payable to HIC, the vendor administering HlePRO. Refer to the Section 3.7 Payment to Hawaii Information Consortium, LLC, dba NIC Hawaii.

2.3.4 HlePRO Special Instructions. Offeror shall review all special instructions located in HlePRO. Offerors are responsible for ensuring that all necessary files are attached to their offer prior to the proposal deadline.

Offerors are advised that they should not wait until the last minute to submit their proposal on HlePRO. Offerors should allow ample time to review their submitted proposal, including attachments, prior to the proposal deadline.

Offerors shall enter the total price per year (i.e., Line Item) for the five-year services as the Unit Price in US Dollars and Cents when submitting their offer in HlePRO.

2.4 RFP Addenda

Changes to this RFP including but not limited to contractual terms and procurement requirements shall only be changed via formal written addenda issued by the State.

The State accepts no responsibility for a prospective Offeror not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective Offeror to monitor the Hawaii State eProcurement System (HlePRO) to obtain RFP Addenda or other information relating to the RFP.

2.5 Questions Regarding RFP Contents

If a Prospective Offeror believes that any provision of the RFP is unclear, potentially defective or would prevent it from providing a meaningful Offer, it shall submit questions to the State point of contact (POC) requesting clarification on or before the deadline for doing so in Section 1.4 Schedule and Significant Dates. Each question shall identify the page, section number, paragraph, and line or sentence of such provision(s) of the RFP to which the question applies. The State POC will respond by the date for the same in Section 1.4 Schedule and Significant Dates. The State may issue Addenda in response to written questions received regarding the RFP.

2.6 Electronic Submission of Questions

All questions must be submitted through Hawaii State eProcurement System (HlePRO). Questions must be submitted by the question deadline date and time shown in Section 1.4 Schedule and Significant Dates. Answers will be given via the Hawaii State eProcurement System (HlePRO) site as noted in Section 1.4 Schedule and Significant Dates.

Offerors are cautioned about including context in questions that may reveal the source of the questions. The identity of potential Offerors will not be published with the answers, but the text of questions will be restated, to the extent possible, to exclude information identifying potential Offerors.

The State may refuse to answer any questions received after the Question/Answer deadline.

2.7 Proposal Due Date

Proposals must be received by the posted closing date and time as described in Section 1.4 Schedule and Significant Dates of this RFP. Proposals received after the deadline and/or through sources other than HlePRO will be rejected.

2.8 Cancellation of Procurement

The State reserves the right to cancel this RFP, at any time prior to execution of a contract, and to reject any and all proposals in whole or in part, and waive any defects, when it is determined to be in the best interest of the State, pursuant to HAR §3-122-96 thru HAR §3-122-97.

2.9 Firm Offers

Responses to this RFP, including proposed costs, will be considered firm for (180) days after the proposal due date.

2.10 Right to Accept All or Portion of Proposal

Unless otherwise specified in the solicitation, the State may accept any item or combination of items as specified in the solicitation or of any proposal unless the Offeror expressly restricts an item or combination of items in its Proposal and conditions its response on receiving all items for which it provided a proposal. If the Offeror so restricts its Proposal, the State may consider the Offeror's restriction and evaluate whether the award on such basis will result in the best value to the State. The State may otherwise determine at its sole discretion that such restriction is non-responsive and renders the Offeror ineligible for further evaluation.

2.11 Ownership or Disposition of Proposals and other Materials Submitted

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

2.12 Additional Information

The Offeror shall provide additional information regarding aspects of an Offeror's Proposal within five (5) business days of the State's request, unless the State specifies another period. As noted, each Offeror shall submit only one Proposal. If an Offeror submits more than one Proposal, then the State reserves the right to reject and or dismiss the Offeror from the RFP Process.

Section 3: Requirements

3.1 Mandatory Minimum Administrative Proposal Requirements

This section contains the minimum requirements that must be met to be considered for the evaluation phase. All items described in this section are non-negotiable. All Offerors must state willingness and demonstrate ability to satisfy these requirements in the proposal submitted for consideration. Contractors shall be considered non-responsive if unable to cover the minimum requirements which they may not be considered for award.

3.2 Minimum Requirements and Qualifications

Offeror shall provide all services as described in Attachment A, Scope of Work. Offeror shall have been in business and have provided all services in the State for at least three (3) consecutive years, or alternatively, owner-partners may submit their resume supporting three consecutive years of experience. Offeror shall be an existing Hawaii based small business advocacy group with a physical address located in Hawaii and contact phone number with experience in helping small business obtain State and Federal contracts. Offeror shall be a small business owned by a native Hawaiian, veteran or female owned business, and shall have an understanding of the small business community. **See section 1.9 for the statutory requirement as a small business.**

3.3 Insurance and Formal Contract

To be eligible for award, the Offeror agrees to acquire insurance from an insurance carrier or carriers licensed to conduct business in Hawaii. See also Special Provisions 10.11 Liability Insurance that awarded Offeror(s) shall be required to submit to execute a formal contract with the State.

3.4 State Terms and Conditions

Refer to Section 10 Special Provisions, Exhibit 1 General Provisions, and Exhibit 2 AG General Conditions for the State Special Terms and Conditions that apply to this solicitation. Offeror shall indicate in their Proposal that they have read and understand the requirements shown in the State Terms and Conditions by signing and submitting Attachment B Offer Form, OF-01. Failure to submit the OF-01, at the proposal due date, may result in the rejection of the proposal.

3.5 Subcontractors

3.5.1 Contractor Responsibility for Subcontractors

The Subcontractors providing services shall meet the same service requirements and provide the same quality of service required of the Prime Contractor and in a timely manner. No subcontract shall relieve the Prime Contractor of its responsibilities for the Services it provides. The Prime Contractor shall manage the quality and performance, project management and schedules and timely start and completion of services performed by each of its Subcontractors. The Prime Contractor shall be solely responsible and accountable for the completion of all services it has subcontracted.

3.5.2 Removal of Subcontractors

In addition to any rights the State has under Law, the State shall have the right to require the removal of a Subcontractor or any of its personnel providing or supporting services for good cause. In such case, the State shall specify the deadline for such removal after consultation with the applicable Contractor. A Subcontractor proposed by the Contractor to replace the removed Subcontractor shall be subject to the approval of the State.

3.5.3 Right to Retain Subcontractors

The State shall have the right to directly retain any Subcontractor after the expiration, termination, or suspension of the Contract under which it is retained, including any Subcontractor providing services subject to any part of a Contract that is terminated or suspended.

3.5.4 Additional Contractor Requirements

Each Contractor shall:

Adhere to its contract with the State;

Provide all labor, materials and equipment necessary to meet the RFP Requirements;

Communicate contract requirements to its Subcontractors' personnel and direct and coordinate project activities to ensure that the services progress efficiently and are completed on schedule;

Ensure that all its and its Subcontractors' employees can communicate effectively with State employees;

Ensure that it is current with all payments and registration fees and similar financial obligations owed to the State, including taxes and other administrative fees, during the term of its Contract with the State; and

Fully cooperate and maintain effective communication with the State and cooperate in the resolution of problems, suspected problems or potential problems.

3.6 Payment

The Contractor shall invoice the State on the 1st of each month for services rendered during the prior month. The invoice amount shall be equal to the total price for the years' services divided by twelve (12). The invoice amount includes all applicable taxes and shall include a report of accomplishments.

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

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

3.7 Payment to Hawaii Information Consortium, LLC, dba NIC Hawaii

HlePRO is administered by Hawaii Information Consortium, LLC, dba NIC Hawaii. NIC Hawaii shall invoice the Contractor(s) directly for payment of transaction fees. Payment must be made to NIC Hawaii within thirty (30) days from receipt of invoice. NIC Hawaii is an intended third-party beneficiary of transaction fees, which are used to fund the operation, maintenance and future enhancements of the HlePRO system.

3.8 Contractor Performance Review Meeting

Contractors are required to participate in a “Contractor’s Performance Review Meeting” with the State. The purpose of the meeting is to discuss the contract, the services provided and best practices. Contractor’s Performance Meetings shall be held semi-annually the first year and once a year or as necessary for remaining years.

Information to be submitted annually may include, but is not limited to, the following information:

- Key Customers
- Website Compliance (updated resources and information)
- Customer Service (Number of customers serviced, disputes, feedback)
- Marketing Efforts (Budget, reach, leads, customers)
- Training Efforts (Attendance, feedback, status)
- Compliance in Submitting Reports
- Contractor Challenges or Concerns
- Lessons Learned by Contractor

3.9 Termination for Non-Performance or Convenience

Refer to Section 13 (Non-performance) and Section 14 (Convenience) of Exhibit 2, AG General Conditions, Form AG-008.

3.10 Contract Services

- a. Status reports: The Contractor shall provide, electronically, a Monthly Status Report (MSR) to be submitted with their invoice. The MSR shall focus on contractual items, such as performance, personnel, schedules, and recap all problems, issues, concerns, and actions taken over the report period. The format of the MSRs shall be agreed to by SPO. The Contractor shall prepare a MSR that includes:
 - Overall status of services and capabilities

- Schedule for new activities
- Existing and potential problem areas and proposed resolution and timelines
- Proposed recommendations for improvements/enhancements to service, capabilities, management procedures, as appropriate

Deliverable: The Contractor shall provide the Monthly Status Reports no later than the 15th day of each succeeding month, commencing no later than 45 days after contract award or as determined by SPO.

- b. Quarterly In-Process/Status Reviews (IPRs) (as requested by SPO): The Contractor shall organize and present quarterly (IPRs) as requested. The method and schedule for these reviews shall be in the Contractor's Program Management Plan approved by SPO. The objectives of these reviews are to track project progress, identify and resolve issues, and identify project risks and mitigation strategies. The Contractor shall submit to SPO an "Action Item Report" 15 days after the meeting has taken place that documents what was agreed to by SPO and Contractor and what the Contractor is doing to resolve outstanding issues, all of which would not impact the contract price or costs, schedule or terms and conditions of the contract.

The Contractor shall present the following at each review:

- Review of all open items and issues.
- Status of each outstanding task.
- Data collected from continuous evaluation of the work performed using benchmarks and metrics designed to improve its quality, user-satisfaction, and cost effectiveness, including information on "lessons learned" and best practices. Metrics, including; those established through marketing plans, the number of calls, emails and customer walk-ins (separated by vendor or buyer), attendance/participation number for efforts, number of disputes ongoing and any other metrics agreed upon by both parties.
- Self-assessment of their performance against the performance measures delineated in the Performance Management Plan (PMP) to include the methods, metrics and data used
- Contractor recommendation to the Government on changes to the contract for improving the overall quality of services, to include implementation plans, schedules, savings, avoidances, benefits, and impacts associated with the recommendation(s).

3.11 Travel

Local travel expenses between neighbor islands shall be included in the proposal price.

The Contractor shall perform all travel necessary to accomplish the tasks and shall be responsible for making travel arrangements and travel costs shall be considered

reasonable and allowable only to the extent that they do not exceed, on a daily basis, the maximum State per diem rates in effect at the time of the travel.

The following travel expenses between neighbor islands shall be included in the proposal price:

- Airline Travel
- Hotel Accommodations
- Meals
- Car Rental
- Miscellaneous Travel Related Expenses

If the additional expenses are not justified and approved by the PO, the Contractor will be responsible for paying the difference.

3.12 Services – Government Entity Furnished Materials

Information - The State Procurement Office and other Government Entities may provide information, material, and forms unique to the Government Entity for supporting the task. All Government Entities unique information related to a requirement, which is necessary for Contractor performance, may be made available to the Contractor. The Government Entity will identify the point of contact for identification of any required information to be supplied by the Government Entity.

Confidentiality – Contractor acknowledges that it and its employees or agents may, in the course of supporting the task, be exposed to or acquire information that is confidential to the Government Entity. Any and all information of any form supplied to the contractor shall be safeguarded, not shared with others, and shall be kept confidential.

3.13 Quality Control

The Contractor shall provide quality services/products and management oversight of all processes. The Contractor shall provide accurate data/reports and meet deliverables, with emphasis on overall success and positive impact to the small business assistance initiative. The Contractor shall provide for the management and support of personnel, to include training, guidance, and supervision of qualified personnel to accomplish the objectives of this contract.

Section 4: Instructions to Offerors – Proposal Submission

4.1 Proposal Objectives

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.

Proposals shall be prepared straightforwardly and concisely, in a format that is reasonably considered and appropriate for the purpose. Emphasis will be on completeness and clarity and content.

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.

The proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this RFP.

4.2 Proposal Structure and Labeling

Proposals must be detailed and concise. Each Proposal must be labeled and organized in a manner that is congruent with the requirements and terminology used in this RFP and must include a point by point response, structured in form and reference to the RFP, addressing all requirements and the Scope of Work elements.

4.3 Proposal Submission Instructions

Proposals must be received by 2:30 p.m. on December 28, 2022 through the Hawaii Electronic Procurement System (HlePRO). Hard copies will not be accepted.

4.4 Electronic Submission of Proposals

Proposals shall be submitted and received electronically through HlePRO by the date and time listed in Section 1.4 Schedule and Significant Dates. This electronically submitted offer shall be considered the original. Any offers received outside of the HlePRO, including faxed or e-mailed Proposals, shall not be accepted or considered for award. Any offer received after the due date and time shall be rejected. (See Section 2.3 Electronic Procurement for further information.) **The maximum file size that HlePRO can accept is 100MB. Files larger than 100MB must be reduced into two or more files.**

Submission of a Proposal shall constitute an incontrovertible representation by the Offeror that the Offeror agrees to comply with every requirement of this RFP, and that the RFP documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the work.

4.5 Required Format and Content

All Proposals must be submitted in the following format. Detailed information on submitting each of these sections is contained in later sections of this RFP. Proposal shall be submitted in size 12 Arial font or equivalent.

1. **Table of Contents.** A Table of Contents must be included with each proposal. All major parts of the proposal shall be identified by referencing page numbers.
2. **Offer Checklist.** Complete and submit all items noted on the Offer Checklist.
3. **Offer Form, OF-1.** Offeror shall complete and sign OF-1 Offer Form. See Section 3.4 State Terms and Conditions and Special Provisions 10.4 Proposal Preparation.
4. **Attachment B-1, Statement of Eligibility.** Offeror shall complete and sign the B-3 attestation. Offeror may submit a B-1 for each owner or list multiple owners on one B-1. See General Information 1.9 Statutory Requirements.
5. **Executive Summary.** The executive summary [not to exceed one (1) page] is to briefly describe the Offeror's Proposal. This summary should highlight the major features of the Proposal. Response should demonstrate the Offeror's understanding of and ability to meet the Administrative and Technical Requirements of the RFP. The State should be able to determine the essence of the Proposal by reading the executive summary.
6. **Evaluation Criteria Submittals (Refer to Section 5 Evaluation and Award).**
 - a. Technical/Experience - Attachment A-1 Submittal Questions Matrix (SQM).
 - b. Past Performance – See Section 7. Submittal, limited to two (2) pages
 - c. Price Proposal. See Section 8. Offeror shall complete the attached Cost Proposal Form (Attachment B-3), in which Offeror shall submit all price line items to include travel price and all applicable taxes.
7. **Submittal Questions Matrix.** Offeror shall complete all sections in Attachment A-1, Submittal Questions Matrix. Responses are limited to 2500 characters per question. "See attached" response shall not be accepted. Attachments shall not be accepted.
8. **Confidential, Protected or Proprietary Information.** All confidential, protected or proprietary information must be included in this section of Proposal response. Do not incorporate protected information throughout the Proposal. Rather, provide a reference in the proposal response directing the State to the specific area of this protected Information section. If Offeror believes that any portion of its Proposal, offer, specification, protest, or correspondence contains information that should be withheld as confidential, then the Procurement Officer should be so advised in writing and shall be furnished with justification for confidential status. Price is not considered confidential and shall not be withheld.

Information included in the Confidential, Protected or Proprietary Information section of an Offeror's Proposal is not automatically accepted as protected. All information identified in the section will be subject to review by the State in accordance with the procedures prescribed by the State's open records statute, freedom of information act, or similar law.

4.6 Each Offeror to Bear its Own Costs

Each Offeror shall be responsible for all costs incurred by it prior to the Notice of Award, including, without limitation, its costs of preparing and submitting its Offer, responding to notices or requests, making Priority-Listed Offeror presentations, demonstrations, and discussions, and otherwise participating in the RFP Process.

Section 5: Evaluation and Award

5.1 Evaluation of Proposals

An evaluation committee of at least three (3) qualified State employees selected by the (SPO) Procurement Officer, shall evaluate proposals for the contract. The evaluation will be based solely on Section 5.8 Evaluation Criteria and the process described in this section.

5.2 Right to Waive Minor Irregularities

The State in its sole discretion reserves the right to waive minor irregularities in the Proposal, which include but are not limited to corrections of deficiencies or clarification of ambiguities that in the judgment of the State do not require a comprehensive proposal rewrite. The State also reserves the right in its sole discretion to waive certain Minimum requirements provided that all of the otherwise responsive proposals fail to meet the same minimum requirements and the failure to do so does not materially affect the procurement

5.3 Initial Review and Award without Discussions

In the initial phase of the evaluation process, the State will review all proposals timely received. Unacceptable proposals (non-responsive proposals not conforming to RFP requirements) will be eliminated from further consideration.

The State reserves the right to award on receipt of initial proposals without an opportunity for discussion or proposal revision, so Offerors are encouraged to submit their most favorable proposal at the time established for receipt of proposals. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals.

5.4 Discussion with Priority Listed Offerors

Prior to holding any discussions, a priority list shall be generated consisting of proposals determined to be acceptable or potentially acceptable.

If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may limit the priority list to three (3) highest ranked, responsible 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 Section 1.4 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 (BAFO), if necessary.

In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

5.5 Best and Final Offers

If deemed appropriate by the State in its sole discretion, the State may request each Offeror to submit its BAFO. The request shall be issued via Addendum, which will provide guidance and additional instructions. Offeror's BAFOs shall be submitted to the State through HlePRO on or before the deadline called for. If an Offeror fails to do so, its last submitted Offer shall be deemed its BAFO.

The BAFOs will be evaluated by the Evaluation Committee taking into consideration the Evaluation Criteria set forth in Section 5.8 Evaluation Criteria.

5.6 Award of Contract

Award shall be made to the responsible Offeror whose proposal is determined the most advantageous and deemed the best value for the State of Hawaii, taking into consideration the evaluation factors set forth in this request for proposals.

5.7 Responsibility of Offeror

Pursuant to HRS §103D-310(c), the selected offeror shall at the time of award be compliant with all laws governing entities doing business in the State of Hawaii. See Special Provisions 10.2 Responsibility of Offerors.

-----**This space is left intentionally blank**-----

5.8 Evaluation Criteria

The following criteria shall be used in evaluating the Offerors:

Table 1 - Evaluation Criteria

Evaluation Category	Evaluation Subcategory	Point Breakdown	Points Possible
Evaluation Criteria 1: Technical/ Experience Attachment A-1 Submittal Questions Matrix	SQM Matrix Questions: General Requirements	20	
	SQM Matrix Questions: Customer Service	20	
	SQM Matrix Questions: Marketing	20	
	SQM Matrix Questions: Networking	20	
	SQM Matrix Questions: Reporting	10	
	SQM Matrix Questions: Additional Responsibilities	10	
	Subtotal		100
Evaluation Criteria 2: Past Performance Written Submittal Plus Attachment B-2, Offer Form OF-2 References	Performance Submittal – Max 2 Pages (Excludes References)		40
Evaluation Criteria 3: Price Attachment B-2, Offer Form OF-3 Cost Proposal Form	Price Proposal		120
Total Possible Points			260

Price will be scored based on the points to conversion as explained in Section 8 Evaluation Criteria 3: Price.

Proposals that do not score 70% overall shall not be considered for the award pool.

5.9 Notice of Award

After a final selection is made, the State will issue a notice of award on its electronic procurement system (HlePRO). Upon award, proposal files are public records and available for review at the SPO by submitting a Request for Access to Government

Record. Information on the Office of Information Practices and forms may be found at: <https://oip.hawaii.gov/forms/>.

5.10 Debriefing

Pursuant to HAR §3-122-60, a non-selected Offeror may request a debriefing to understand the source selection decision and contract 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.

A protest by the requestor following a debriefing, shall be filed within five (5) working days, as specified in HAR §103D-303(h). See Special Provisions Section 10.8 Protest Procedures for submitting a protest.

Section 6: Evaluation Criteria 1: Technical/Experience

6.1 Technical/Experience Submittal

This section contains requirements pertaining to the offeror's technical offering and respective experience. Offeror shall explain the Offeror's goal for the initiative, what the anticipated workforce would be, the methodology toward implementing and tracking the success of deliverables including milestones.

Attachment A-1 Submittal Questions Matrix (SQM) shall be submitted as the Technical/Experience Submittal. The offeror shall respond to the questions within the document and submit the completed attachment through HlePRO to be evaluated.

The submittal shall be in Arial font size 12 or equivalent.

6.2 Scope of Work

The Technical/Experience submittal shall explain how Offeror meets or exceeds the requirements of each section of Attachment A Scope of Work. The Offeror must explain its prior experience providing the types of services requested by this RFP.

Section 7: Evaluation Criteria 2: Past Performance

7.1 Past Performance Submittal

This section contains requirements pertaining to past performance. The Offeror shall submit a maximum of two (2) pages, not including references. Submittal shall be in size 12 Arial font or equivalent.

7.2 Past Performance

The Offeror shall provide a submittal describing past performance, establishing that the company submitting the proposal has the qualifications and experience to provide the services specified in this RFP. Describe the small business support services that the Offeror has provided (i.e., matchmaking, conducting of trainings/seminars).

7.3 References

The Offeror shall complete Offer Form OF-2 References with the names and contact information of customer references for at least three (3) clients that received services similar to those in the scope of work and submit this section with the initial Offer.

The State reserves the right to conduct reference checks beyond those provided by references.

The results of the reference checks will be reflected in the evaluation score for this criterion. Full points will not be awarded without confirmation of services from at least three (3) listed customers. The Offerors are encouraged to notify references with due notice to ensure timely submission.

7.4 Past Performance Relevancy Ratings

The State will evaluate the Offeror's demonstrated record of contract performance in supplying services that meet the State's needs, including price and schedule. The recency and relevancy of the information, the source of the information, context of the data and general trends in the Contractor's performance will be considered. More recent and more relevant performance usually has a greater impact in the confidence assessment than less recent and less relevant performance. The State will perform an independent determination of relevancy of the data provided or obtained. A relevancy determination will be made in addition to the reference responses received. The State is not bound by the Offeror's opinion of relevancy. The following relevancy criteria apply and will be assigned to each effort identified in the Offeror's proposal on past performance.

PAST PERFORMANCE RELEVANCY RATING	
Rating	Definition
Very Relevant	Present/past performance effort involved essentially the same performance and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar performance and

	magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the performance and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the performance and magnitude of effort and complexities this solicitation requires.
Unknown Relevancy	No performance record identifiable. This is a <u>neutral rating</u> , it neither hinders or helps the Offeror.

For the purpose of this evaluation, recency is defined as active or completed efforts performed within the past six (6) years from the closing date of this solicitation. The more recent the effort the higher Recency score it will receive, as follows:

PAST PERFORMANCE RECENCY RATING	
Rating	Definition
Very Recent	Completion of a service project within the last one (1) to three (3) years
Recent	Completion of a service project within the last four (4) to six (6) years
Not Recent	Completion of a service project done more than six (6) years prior

Section 8: Evaluation Criteria 3: Price

8.1 Price Evaluation

The Offeror's price proposal is worth 46% of the total points. Offerors shall enter the total sum price for the five-year services as the Unit Price in US Dollars and Cents when submitting their offer in HlePRO. Prices shall be evaluated for competitiveness and reasonableness of price. The State may use any or all price analysis techniques and procedures to determine price reasonableness.

8.2 Cost Points Conversion

In converting cost to points, the Lowest Total Cost will automatically receive the maximum number of points allocated to cost shown in Table 1. The point allocations for cost on the other Offers for each service category will be determined through the method set out in the following formula: [Lowest Total Cost multiplied by maximum points divided by [Offeror's Proposed Cost] = Cost Points Awarded.

8.3 Price and Rate Guarantee Period

All prices shall be guaranteed for each year as part of this contract. Requests for price adjustment shall not be considered.

8.4 Price Reasonableness and Realism

Prices shall be evaluated for competitiveness and reasonableness of price. The State may use any or all price analysis techniques and procedures to determine price reasonableness.

The State may use any or all price realism techniques and procedures for the purpose of measuring an offeror's understanding of the solicitation requirements, or of assessing the risk inherent in an offeror's proposal.

Section 9: Contract Management

9.1 Post-Award Communications: Contract Administrator

The Contract Administrator identified below is the single point of contact (POC) **post-award**. The contractor shall direct to the Contract Administrator all questions concerning the post-award process and any other questions that may arise related to the resulting contract. The Contract Administrator designated by the State of Hawaii, State Procurement Office is:

Stacey Kauleinamoku
Purchasing Specialist
State of Hawaii, State Procurement Office
1151 Punchbowl Street, Room 416
Honolulu, HI 96813
stacey.L.kauleinamoku@hawaii.gov
Phone: (808) 586-0571; Fax: (808) 586-0570

9.2 Contractor/State Meetings

The contractor shall participate in initial meetings with the State to discuss the contract, including but not limited to; an estimated timeline for transition and implementation, status reports of the transition and implementation, the expectation of deliverables, training sessions, and follow-up meetings.

Section 10: Special Provisions

10.1 Scope

The Offer shall be in accordance with this RFP solicitation, including the Special Provisions in this section, the Scope of Work specified herein, the SPO General Provisions, dated 7/2017 or as amended, and the Attorney General (AG) General Conditions, Form AG-008 or as amended.

10.2 Responsibility of Offerors

The Offeror is advised that in order to be awarded a contract under this solicitation, the Offeror will be required, to be compliant with all laws governing entities doing business in the State including the following chapters and pursuant to Hawaii Revised Statutes 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.

10.2.1 Vendor Compliance - Hawaii Compliance Express (HCE)

Vendors may use the HCE, which 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.

10.2.2 Timely Registration on HCE

Vendors/Contractors/service providers intending to use the HCE to demonstrate compliance are advised to register on HCE as soon as possible at <https://vendors.ehawaii.gov>. The annual registration fee is \$12.00, and the 'Certificate of Vendor Compliance' is accepted for the execution of a contract and final payment. If a vendor/Contractor/service provider is not compliant on HCE at the time of award, the Offeror will not receive the award.

10.2.3 Verification of Compliance on the HCE

Prior to awarding this contract, the State shall verify compliance of the Contractor(s).

10.2.4 Vendor Compliance - Paper Documents

Vendors not utilizing the HCE to demonstrate compliance shall provide the paper certificates to the State as instructed below. All certificates must be valid on the date it is received by the SPO. Timely applications for all applicable clearances are the responsibility of the Offeror.

10.2.5 HRS Chapter 237 tax clearance requirement for award

Pursuant to Section 103D-328, HRS, the Contractor shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate.

The *Tax Clearance Application*, Form A-6, and its completion and filing instructions, are available on the DOTAX website: <http://tax.hawaii.gov/forms/>.

10.2.6 HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award

Pursuant to Section 103D-310(c), HRS, the Contractor shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue. A photocopy of the certificate is acceptable to the SPO.

The *DLIR Form LIR#27 Application for Certificate of Compliance with Section 3-122-112, HAR*, and its filing instructions are available on the DLIR website: <http://labor.hawaii.gov/forms/>.

10.2.7 Compliance with Section 103D-310(c), HRS, for an entity doing business in the State

The Contractor shall be required to submit a *Certificate of Good Standing (COGS)* issued by the State of Hawaii Department of Commerce and Consumer Affairs (DCCA) - Business Registration Division (BREG). The Certificate is valid for six (6) months from date of issue. A photocopy of the certificate is acceptable to the SPO.

To obtain the certificate, the Contractor must be registered with the BREG. A sole proprietorship is not required to register with the BREG and is therefore not required to submit the certificate.

For more information regarding online business registration and the COGS is available at <http://cca.hawaii.gov/breg/>.

10.2.8 Timely Registration

The above certificates should be applied for and submitted to the State as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an Offeror otherwise responsive, may not receive the award.

10.2.9 Verification of Compliance

Upon receipt of compliance documents (A-6, LIR#27, COGS), the State reserves the right to verify their validity with the respective issuing agency. The Contractor shall maintain their compliance throughout the term of the contract.

10.3 Required Review

Before submitting a proposal, each Offeror must thoroughly and carefully examine this RFP, any attachment, addendum, and any 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.

Should the Offeror find defects and questionable or objectionable items in the RFP, the Offeror shall notify the State in writing prior to the deadline for written questions as stated in the Section 1.4 Schedule and Significant Dates, as amended. This will allow the issuance of any necessary corrections and/or amendments to the RFP by Addendum, and mitigate reliance on a defective solicitation and exposure of proposal(s) upon which award could not be made.

10.4 Proposal Preparation

10.4.1 Offer Form OF-1

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

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 the Offeror's intent to be bound.

Completion of Offer Form OF-1 is the Offeror's acknowledgement and agreement to provide services in all categories identified in the RFP and its understanding of evaluation criteria and process.

10.4.2 Offer Guaranty

An offer guaranty is NOT required for this RFP.

10.4.3 Tax Liability

Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Offerors are 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, the Offeror shall state its tax-exempt status and cite the HRS chapter or section allowing the exemption.

10.4.4 Federal I.D. No. and Hawaii General Excise Tax License I.D

The 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 the Offeror will pay such taxes on all sales made to the State.

10.5 Confidentiality

10.5.1 If an Offeror in good faith considers a portion of an Offer, or correspondence with the State, to contain confidential information, it shall follow the procedures set forth in Section 4.5 Required Format and Content #8 Confidential, Protected or Proprietary Information. Costs included or required to be included in an Offer cannot be confidential and will not be withheld from public access.

10.5.2 Any Offeror may request the nondisclosure of designated trade secrets or other proprietary data it considers confidential. Such request shall be in writing specifically identifying the information or material asserted to be confidential and the justification for confidential treatment. The request shall be submitted with the submission of the Offer. The information or material asserted by the Offeror to be confidential to the Offeror shall be clearly marked and be submitted in or with the Offer in such manner as to be readily separable from the Offer (or remaining portion of the Offer) to facilitate public access to and inspection of the non-confidential portion of the Offer. Total Cost proposals cannot be marked confidential.

10.5.3 Pursuant to HAR §3-122-58, the State will consult with the Attorney General (AG) regarding an Offeror's request for confidentiality of part of its Offer. The AG shall determine what portions of the request are confidential under Law and what portions are not, in accordance with HRS Chapter 92F. The State shall communicate the AG's determination to the Offeror in writing. If the request for confidentiality is denied in whole or in part, the information or material deemed to be non-confidential shall be made available as public information unless the Offeror appeals pursuant to HRS § 92F-42(1).

10.6 Redaction by the State

If the State determines, pursuant to HRS §92F-13, that any information or material in an Offer, any written question or submission by a Prospective Offeror, an Offeror or a Contractor, any response to any question or submission from a Prospective Offeror, Offeror or Contractor, and/or any Contract document is not required to be disclosed, then the State shall segregate, or redact, or otherwise cause any such information or material to not be made available as public information.

10.7 Each Offeror to Bear its Own Costs

Each Offeror shall be responsible for all costs incurred by it prior to the Notice of Award, including, without limitation, its costs of preparing and submitting its Offer, responding to notices or requests, making Priority-Listed Offeror presentations, demonstrations and discussions, and otherwise participating in the RFP Process.

10.8 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:

Procurement Officer
State Procurement Office
1151 Punchbowl Street, Room 416
Honolulu, HI 96813

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

The Notice of Award, if any, resulting from this solicitation shall be posted on the State of Hawaii electronic procurement site, HlePRO.

10.9 Notice to Proceed

Work will commence on the official commencement date specified on the Notice to Proceed.

10.10 Contract Execution

The successful Offeror receiving award shall enter into a formal written contract to be signed by the Contractor and returned within ten (10) days working.

No performance or payment bond is required for this contract.

No work is to be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed. 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 supplemental contract for the additional extension period.

10.11 Liability Insurance

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his Subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by the Contractor or by Subcontractor or anyone directly or indirectly employed by either of them. If any Subcontractor is involved, the insurance policy or policies shall name the Subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a Subcontractor and naming the Subcontractor as additional insured, the Contractor may require the Subcontractor to provide its own insurance, which meets the requirements herein. It is understood that a Subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its Subcontractor(s) where appropriate.

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (occurrence form)	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 per accident
Professional Liability	\$1,000,000 per claim \$2,000,000 aggregate

Professional Liability shall be required from vendors providing professional services requiring a license to conduct its business such as an engineer, architect, accountant, lawyer, information technology services, etc.

Each insurance policy required by this contract (with the exception of the Professional Liability policy), including a Subcontractor's policy, shall contain the following clauses:

- A. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
- B. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

A Waiver of Subrogation shall apply to the General Liability, Automobile Liability and Worker's Compensation insurance policies and shall be in favor of the State of Hawaii.

Prior to award, the Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this RFP have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of the contract and extensions, if any, including those of its Subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default, entitling the State to exercise any or all of the remedies provided in the contract and this RFP for a default by the Contractor.

The procuring of such required insurance shall not be construed to limit the Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this RFP. Notwithstanding said policy or policies of insurance, the Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

10.12 Contract Invalidation

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

10.13 Mistakes in Proposals

10.13.1 Mistakes shall not be corrected after award of contract.

10.13.2 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.

10.13.3 If discussions are not held, or if the Best and Final Offers (BAFO) 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.

10.13.4 If discussions are not held, or if the BAFO, 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 BAFOs' 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.

10.14 Modification Prior to Submittal Deadline or Withdrawal of Offers

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

10.14.2 Any change, addition, deletion of attachment(s) or data entry of an Offer may be made and must be submitted in HlePRO prior to the deadline for submittal of offers.

10.15 Contract Changes – Unanticipated Amendments

During the course of the contract, the Contractor may be required to perform additional work which shall be within the general scope of the initial contract. When additional work is required, the Contract Administrator will provide the Contractor a written description of the additional work and request the Contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work.

Contractor will not commence additional work until the Contract Administrator has secured the required State approvals necessary for the amendment and an executed written contract amendment has been issued.

10.16 Re-execution of Work

The Contractor shall re-execute any work that fails to conform to the requirements of the contract which appear during the course of the work and shall immediately remedy any defects due to faulty work by the Contractor.

Attachment A: Scope of Work

1. Introduction

The State of Hawaii's State Procurement Office (SPO) is searching for a locally owned small business advocacy group to partner in cultivating Hawaii's small business community. The objective is to provide the resources and opportunity for local businesses to compete for State contracts. The State Small Business Office (SBO) will be a critical piece of the State small business assistance initiative and will work with SPO to propose rules for implementing a permanent small business program.

The SBO will be responsible for a wide range of tasks as part of the Small Business Initiative including; assisting in the implementation of policies and procedures, conducting awareness and outreach campaigns, providing training and support for the procurement workforce in the State, creating materials designed to inform small businesses of resources available, working as the customer service office for stakeholders, gathering and presenting data to the State and public stakeholders and establishing a network of advocates to support the program.

This contract is intended to supplement the resources needed to implement the State Small Business Initiative. Contractor shall assist in any reasonable request for services within this scope of work and Act 168, session laws of Hawaii 2022. The SBO will report to the SPO administrator to ensure the intent of the legislation is accomplished.

2. Contractor Responsibility

The Contractor shall be able to provide **all services** described below, or as amended. If the Contractor does not maintain the subject matter expert in-house, it will be their responsibility to secure the needed services as the Prime Contractor.

The Contractor may offer additional services to agencies and small business clients in the normal course of its business.

3. Proposed Initiative Timeline

The small business assistance initiative runs through 2027 and is designed to collect relevant data and develop processes and procedures that will lead to the propagation of permanent small business rules. To properly effectuate initiative's goals, the implementation will be broken into yearly phases and deliverables as follows:

Year 1 (March 1, 2023 – April 30, 2024) – Outreach, Planning, and Development of Rules

In this phase, an awareness campaign, as described in the Scope of Work will be launched to raise awareness of the initiative and to announce the launch of the State Small Business Database.

The Contractor will be responsible for providing:

1. Awareness marketing plan, within first 90 days of contract;
2. Oversight plan for year 1, within first 90 days of contract;
3. Baseline survey(s) to small businesses, advocates and procurement workforce;

4. A Small Business Office webpage and social media accounts;
5. Procedures for handling registration disputes;
6. Customer support to potential small business vendors, the public and other small business stakeholders;
7. Creating a small business newsletter and email campaign;
8. A Small Business Advocate Matrix identifying a network of small business advocates in the State;
9. Data collection mechanisms to track progress of initiative;
10. Assistance in the development of the Small Business Administration Rules;
11. An annual report of recommendations and progress of the initiative.

Year 2 (March 1, 2024 – April 30, 2025) – Training and Continuation of Development of Small Business Rules

In this phase, planning for implementation and training of the procurement workforce will be emphasized as the initiative begins to ramp up procedurally.

The Contractor will be responsible for providing:

1. An oversight plan for year 2, within first 90 days of supplemental contract;
2. Customer support to the State procurement workforce, small business vendors, the public and other small business stakeholders;
3. A key development report and presentation encompassing year 1;
4. Trainings and workshops for the State procurement workforce;
5. Surveys pre and post training for State procurement workforce;
6. Outreach marketing plan to announce pending implementation;
7. Materials to educate and prepare small businesses for implementation;
8. A seminar to announce implementation to small business vendors;
9. An annual report of recommendations and progress of the initiative.

Year 3 (March 1, 2025 – April 30, 2026) – Implementation and Advocacy

In this phase, the small business assistance initiative will implement contracting procedures based on data gathered to increase small business participation in obtaining State contracts.

The Contractor will be responsible for providing:

1. A draft for the Final Report within the first 60 days of supplemental contract;
2. An oversight plan for year 3, within first 90 days of supplemental contract;
3. A key development report and presentation encompassing year 2;
4. Support, as needed, for implementation of policy and procedures;
5. Implementation of mechanism to conduct informal audits and investigations into fraudulent activity;
6. A Small Business Resource Matrix, identifying small business resources and materials from around the State;
7. Customer support to the State procurement workforce, small business vendors, the public and other small business stakeholders;
8. A plan for ongoing workshops, seminars and trainings for small business vendors;
9. Conducting pre and post implementation surveys;

10. An annual report of recommendations and progress of the initiative.

Year 4 (March 1, 2026 – April 30, 2027) – Advocacy and Sustainability

In this phase, the initiative will renew its outreach efforts and look to grow the community as the State focuses on small business concerns that have surfaced in preceding years.

The Contractor will be responsible for providing:

1. An oversight plan for year 4 within first 90 days of supplemental contract,
2. An Outreach marketing plan, within first 90 days of supplemental contract,
3. A key development report and presentation encompassing year 3,
4. Support, as needed, for implementation of policy and procedures,
5. Customer support to the State procurement workforce and small business vendors,
6. Materials, trainings, workshops and seminars for small business vendors,
7. A final survey and presentation of data gathered through surveys,
8. An annual report of recommendations and progress of the initiative.

Year 5 (March 1, 2027 – April 30, 2028) – Advocacy and Sustainability

In this phase, the initiative will renew its outreach efforts and look to grow the community as the State focuses on small business concerns that have surfaced in preceding years.

The Contractor will be responsible for providing:

1. An oversight plan for year 5, within first 90 days of supplemental contract,
2. An Outreach marketing plan, within first 90 days of supplemental contract,
3. A key development report and presentation encompassing year 4,
4. Support, as needed, for implementation of policy and procedures,
5. Customer support to the State procurement workforce and small business vendors,
6. Materials, trainings, workshops and seminars for small business vendors,
7. A final survey and presentation of data gathered through surveys,
8. Recommendation(s) for Small Business Initiative Hawaii Administrative Rules (HARs),
9. An annual report of recommendations and progress of the initiative.

4. General Requirements

Contractors shall operate an existing small business advocacy company within the State of Hawaii. Contractors are expected meet general requirements that include:

- General Procurement knowledge
- NAICS and SBA knowledge
- Management
- Personnel/Staffing
- Quality Control
- Experience (established through references)

Contractors are expected to maintain the highest standards of these requirements throughout the life of the contract and must require all Subcontractors to attest to the same standards of service.

5. Assistance to Small Businesses

The following section describes the services expected for this agreement.

A. Customer Service

Business Hours and Location

The Contractor will perform business operations related to this scope of work during normal business hours of 8am-430pm Monday through Friday, excluding State holidays. A dedicated local and toll-free telephone, facsimile and email must be easily accessible and manned during this time to field inquiries from the public and other stakeholders. Contractor will be the primary point of contact for answering small business vendors' emails and questions about the State's existing small business programs and resources.

The Contractor's place of business should be staffed, well-lit, cleaned and properly maintained. Staff personnel should be professional and courteous. Contractor will be responsible for managing meetings with small business stakeholders as needed to address concerns.

The Contractor may offer additional meetings and one and one assessments of small businesses during normal business hours as long as it does not affect the daily operations of the office.

Dedicated Webpage

The Contractor shall provide a dedicated webpage for the execution of the services required for this contract. The webpage should be up to date and maintained to ensure continuity of service during the duration of the contract. The webpage should include links to resources from around the State, a calendar of events and notices for small business stakeholders, a feedback button or other easily understandable way for the community to leave feedback related to the program and the performance of the SBO.

The website should be linked to Google, Yelp, Bing and any other review or search sites deemed necessary by SPO.

Deliverable: Small Business Office Webpage

Continued Communications

As the State identifies small businesses, the SBO will be responsible for communication campaigns designed to keep businesses informed and up to date on the progress of the initiative. Communications shall include; a social media presence with a minimum of LinkedIn, Twitter and Facebook, an email campaign with a minimum of monthly outreach, a newsletter and any other method deemed appropriate to keep vendors informed of current small business events. The SBO will facilitate polls, surveys and questionnaires as needed, through these communications and present findings to SPO.

Dispute Resolution

A responsibility of the Contractor will be receiving, investigating and making determinations on fraud allegations and other disputed misappropriations of the initiative. Complaints should be received/responded to in a prompt and courteous manner. The contractor will handle audits stemming from disputes in a professional manner, keeping open lines of communication with all parties involved and presenting data in a fair and unbiased manner. The Contractor shall not discuss ongoing investigations with outside parties and shall confidentially communicate all correspondence or determinations. Audits and investigations shall in no way inhibit an accused small business of obtaining services or resources available through the initiative. Upon determination of fraudulent activity, sanctions will be imposed by SPO not the Contractor.

B. Marketing

Marketing Strategy and Plan

The Offeror shall have an understanding of marketing and the ability to create marketing plans. For the purposes of evaluation, the Offeror shall submit a marketing strategy as stated in Attachment A-1, Submittal Questions Matrix (SQM).

Prior to the implementation of any marketing campaign the Contractor shall work with SPO to draft a marketing plan. The marketing plan shall include:

A marketing strategy – How this campaign will support the initiative

A mission statement – What will be accomplished through this campaign

Customer analysis – Who is the target audience and how can we reach them

Marketplace analysis – Who is marketing similar services, what has been successful in this space

Tagline statement – Campaign message/ call to action

Promotional plan - How the target audience will be reached

Budget – How much money the campaign will cost

Metrics – Establish baseline metrics and goals to be reached by campaign.

The marketing plan document will be used by all parties to track the progress and success of the campaign. After the conclusion of each campaign an after-action assessment will be held between all parties to discuss accomplishments and failures.

Awareness Campaign(s)

The Contractor will be responsible for working with stakeholders to promote the registration of small businesses in the State's Small Business Database. The campaign should run for no less than six months from the day the database is publicly launched. The purpose of the campaign will be to drive small businesses to the SBO website and State database to engage and encourage participation.

Upon implementation of any substantial policies or procedures related to the initiative an assessment will be done to warrant an awareness campaign.

Deliverable: Marketing Plan, Awareness Campaign, After Action Assessment

Outreach Effort(s)

As the State collects and relevant data and identifies the small business landscape, outreach campaigns may be developed and directed at certain underserved markets. Outreach may continue the work of an awareness campaign or shift to a more focused outcome.

Large events, trainings, webinars and workshops all must be promoted through outreach efforts. Messaging between outreach efforts must be coordinated and succinct, it is encouraged to have a marketing plan to encompass all foreseeable outreach efforts. However, at a minimum an outreach effort proposal must be reviewed by SPO prior to implementation.

Deliverable: Marketing Plan, Outreach Effort Proposal, Outreach Effort, After Action Assessment

Methods of Marketing

The Contractor will work with SPO to establish scripts and copy writing materials for dissemination in the following, but not limited to, methods:

- Radio advertisements
- Search Engine advertisements
- Local media advertisements
- Sponsorships of events
- Event appearances
- Social media advertisements
- Promotional flyers and advertisements

C. Networking

Small Business Advocates Network

The Contractor, working as a partner of the State's will be responsible for developing a communication network between all active small business advocates that serve the State. The Contractor shall notate the names, locations, website, contact information and services provided by each advocate on the Small Business Stakeholder Matrix.

The Contractor may subcontract with other advocate groups pursuant to Section 3.5 for the implementation of any services listed herein. Websites and other basic information on advocates shall be made available to the public through the Contractor's dedicated webpage.

Any advocate may be added to the network so long as they show support and provide some benefit for the small business community.

Outreach efforts designed to strengthen or grow this network may be conducted by the contractor for a nominal fee.

Deliverable: Small Business Stakeholder Matrix, Public Posting of Advocates

Resource Management Networking

The Contractor shall be responsible for aggregating all small business resources and materials from around the State and present them in an easily accessible and understandable online format. Resources include; white papers, presentations, social networking tools, tutorials, books, videos, other training or online materials, counseling, advising or other services, programs or memberships, lenders and access to capital, and any other business tools deemed useful for small businesses.

The Contractor will work with small business advocate groups, local, State and Federal agencies and any other stakeholder representing themselves as having a resource for small business. The contractor shall notate the name of the service/resource, the provider, the cost (if any), the perceived benefit and area of focus for each resource on the Small Business Resource Matrix.

Resources shall be made available to the public through the Contractor's dedicated webpage. Resources that require purchase may be charged to users with a nominal fee for convenience. Subscriptions may be purchased by the Contractor and recouped through a nominal fee to users.

Deliverable: Small Business Resource Matrix, Public Posting of Resources

Trainings, Workshops and Seminars

The Contractor will be responsible for creating, developing, advertising and encouraging vendor participation in workshops, seminars, and training designed to promote and enhance small business participation in State contracts. These events will work to educate the community and grow its network, contact information from attendees should be submitted to SPO and be included in the Small Business Advocate Matrix. The Contractor will additionally be responsible for working with SPO in the creation of training designed to educate and prepare the procurement workforce for the implementation of the initiative.

Trainings, workshops and seminars developed by the contractor may be made available to registered small businesses and the public for a fee. The Contractor may subcontract for these services with approval from SPO. Trainings directed at educating State employees shall not incur additional charges to the State. The Contractor should anticipate traveling to each neighbor island at least once in the first two phases of this contract.

Deliverables: Training plan, training material, trainings, workshops, seminars, attendance records,

D. Reporting

The reports outlined in this section are in addition to any reports associated with the requirements of Section 3.10 Contract Services.

Data Collection

The contractor will work with SPO to facilitate the collection and development of relevant data and information and convene stakeholders to assist in reviewing and interpreting data. The Contractor will be responsible for establishing and implementing mechanisms for collecting and displaying data on the day-to-day comments and concerns from stakeholders, attendance of events, existing and future small business vendor disputes, problems, difficulties, successes, recommendations, and any other metrics deemed important to the initiative by SPO or legislature.

The State Small Business Database reports will be made accessible to the contractor and may be used for any reports furnished as part of this section.

Deliverables: Data collection mechanisms/tools

Key Development Reports

The Contractor will be responsible for providing timely training and reports relating to key developments in the small business community. These reports may be done through white paper or PowerPoint presentation and highlight the developments and the effects it will have on the small business community. Key developments include any changes to the initiative's design or implementation or any major external issues that may impact the small business community. These reports will be made available through email, newsletter, the dedicated webpage and any associated outreach efforts.

Annual Reports

The Contractor will work to produce an annual report of small business participation metrics and data to be reviewed by the SPO. Annual reports will take into account data gathered through the Small Business Database as well as questions and concerns fielded by the SBO. Annual reports will include a summarization of all Marketing and Networking functions and a cash flow realization for events conducted throughout the year. The report will also include a summary of concerns brought to the SBO and any other data deemed necessary to accurately portray the work accomplished during the year. This report will be vetted and taken to legislature to ensure the continued funding of the initiative.

Final Report

The Contractor will assist in drafting, publishing and disseminating a final report of all recommendations, observations and metrics related to the initiative. This report will be presented no later than November 30, 2027 to the procurement policy board, the legislature, and the public. This report will summarize the initiative's success in encouraging and increasing small business participation in the State procurement process and the amount of State contracts being awarded to small businesses. The report will also include recommendations for establishing a permanent Small Business Program through rules and the disposition of the Small Business Office as part of that program.

E. Other Responsibilities

Representation

A goal of the small business assistance initiative is to increase the representation of small business vendors in State contracts. Specifically, the legislature found that the State must create, develop, and implement strategies to ensure that small businesses, including

businesses owned by veterans, Native Hawaiians, and women, are able to effectively participate in small business contracting opportunities within our State.

While the legislation specifically calls out these identifications, the Small Business Database will collect as much relevant identifiers as possible for each small business. The Contractor will work with SPO to establish methods to fairly advocate for all small business while still meeting the requirement of propagating the participation of small businesses with concerns identified in the legislation.

The SBO will be a pillar of the Initiative and the Contractor must represent the ideals of the initiative in its business practices. This requires transparency and a willingness to work with stakeholders to address issues and concerns regarding the State or Contractors implementation of services. The Contractor must conduct themselves in an ethical and unbiased manner beholden to the State of Hawaii and its public. Continued work in advocacy outside of the services offered by the SBO must be clearly segregated and in no way represent the initiative during those functions.

Oversight

The contractor shall work with SPO to develop and establish mechanisms and procedures for conducting audits, handling disputes, and investigations. Once established, the SBO with SPO oversight, will be responsible for the implementation and maintenance of these mechanisms.

The Contractor will be responsible for day-to-day customer service of small businesses, the public and procurement workforce. The Contractor shall ensure that all exchanges are tracked and monitored for oversight purposes.

The Contractor will issue surveys or other data collection methods to ensure that stakeholders understand the policies and procedures as they are being implemented.

The Contractor within the first 90 days of each contract period will submit an oversight plan, outlining how it intends to track objectives and provide oversight to ensure their successful completion

Deliverable: Oversight Plan

Implementation

The small business assistance initiative is an ongoing process to improve access and opportunity to State contracts. As such, the initiative at the behest of SPO or legislature may introduce new phases or procedures for implementing the initiative. The Contractor has an affirmative duty to participate in discussions regarding the development and implementation of these changes.

Risk Management and Confidentiality

Addressing small businesses and small business concerns can be a polarizing issue. Contractor will be required to sign confidentiality agreements that lay out the procedures for safeguarding small businesses and sensitive State information. The transfer of reports, documents and materials shall be done through a secured document transfer application such as Microsoft OneDrive or Dropbox. Emails with sensitive information shall only be sent via encrypted messages.

Any requests for information, sensitive questions or situations which the Contractor deems to have a potential impact on the program shall be immediately forwarded to the Contract Administrator. SPO, on a case-by-case basis, will work with contractor to assess the risk of all events and make a determination on how to best proceed.

In carrying out the duties of audits or investigations, all physical materials must be securely stored outside of business hours. Contractor will be responsible for the safeguarding of these materials until a determination is made on the disposal of materials for each effort.