

**REQUEST FOR PROPOSALS
RFP No. DO-23-001**

**Professional Services for
Business Process Review Project**

STATE OF HAWAII
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS

PROPOSALS WILL BE RECEIVED UP TO 2:00 P.M. HST ON
April 3, 2023
BY SUBMISSION TO THE STATE OF HAWAII EPROCUREMENT SYSTEM (HIePRO)

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1. Background

This Request for Proposal (RFP) is issued by the State of Hawaii (the State) Department of Commerce & Consumer Affairs (DCCA). Established under Hawaii Revised Statutes (HRS) §26-9, the DCCA is headed by the Director of Commerce and Consumer Affairs. The DCCA is responsible for protecting the interests of consumers, depositors, and investors throughout the State, setting standards and enforcing all laws and rules governing the licensing and operation of, and registration and supervision of conduct of trades, businesses, and professions, including banks, insurance companies, brokerage firms, and other financial institutions.

The DCCA is made up of nine (9) divisions and has completed and commenced modernization efforts throughout the Department. The objective of this effort is for a Vendor to perform the analysis of “As Is” processes and workflows and identify most efficient “To Be” processes and workflows that will maximize use of innovation through available technology and systems.

2. Purpose

This statement of work will engage the Vendor in delivering professional services for up to three (3) years of service from May 1, 2023, through April 30, 2026. Compliance with AG-008-103D General Conditions apply.

3. Scope of Work

The Vendor will provide Business Process Review (BPR) services in divisions identified by the DCCA Project Sponsor(s). The scope includes Business Process Review, Project Management, and Advisory Support.

3.1. Business Process Review

The Vendor will complete the below deliverables initially for the Professional and Vocational Licensing (PVL) Division. Other divisions will follow at the direction of the DCCA.

- A. Identify and level set the business vision, process objectives, and development approach.
 - Create a key stakeholder team to identify and validate the vision and objectives.
 - Meet periodically with key stakeholders to discuss project status, discuss the feasibility of implementing proposed changes and obtain support during implementation.
- B. Perform discovery on existing business processes and develop an inventory of business processes to be documented and assessed.
 - Document and validate current “As-Is” business processes.
 - Develop workflows and flowcharts to help describe the current processes.
 - Analyze the current business processes and recommend improvement opportunities.
- C. Identify process improvements and develop standard operating procedures.
 - Develop agreed-upon guidelines to assess “To-Be” business process recommendations for improvement that leverage existing or future systems or technologies.
 - Facilitate process improvement workshops to analyze and critique “To-Be” business processes.
 - Document “To-Be” business process workgroup recommendations.
- D. Work closely with the portfolio team to finalize the redesigned processes.
 - Develop an implementation and support plan for approved “To-Be” business process improvements.
 - Participate in the implementation of approved business process improvements as directed by the DCCA Project Sponsor(s).

3.2. Project Management / Other Support

Planning and Ongoing Coordination

- A. Lead the BPR effort under the direction of the DCCA.
 - Schedule, facilitate, and/or attend pertinent meetings and briefings as requested by the DCCA.
 - Coordinate with the DCCA divisions to plan and organize the BPR activities.
- B. Project Monitoring
 - Monitor the progress of the BPR effort on an ongoing basis.
 - Prepare written monthly status reports addressing project status, progress against the plan(s), issues, next steps, and other related information.
 - Document deviations from the project schedule, including the rationale and impact on the overall schedule, for DCCA review.
 - Conduct regularly scheduled status meetings with the DCCA Project Sponsor(s) to review project progress, discuss and resolve issues, and communicate upcoming actions.
- C. Other Support
 - Review and advise the DCCA on other aspects as requested.

4. Working Conditions

At the discretion of the DCCA, the work may be performed either remotely or on-site. For on-site work, the Vendor shall perform services at 335 Merchant St., Honolulu, HI 96813. Normal business hours are between 7:45 a.m. and 4:30 p.m. Work plans shall be structured such that any need for, or involvement of the DCCA staff is during normal business hours.

The Vendor will utilize its own equipment including laptops, desktops and networks, provided they are in accordance with the security benchmarks approved by the DCCA.

5. Proposed Budget

The proposed annual budget to perform the scope of work associated with this RFP is estimated to be \$400,000 per year or \$1,200,000 for up to three (3) years. The pricing proposal submitted by the Offeror must be a fixed price inclusive of all taxes, travel expenses, and fees associated with the project

6. Authority

This RFP is issued under the provisions of Chapter 27-42F and 103D, HRS, and the implementing Hawaii Administrative Rules (HAR). All prospective Offerors are charged with knowledge of all requirements of the cited authorities. Submittal of a proposal by any prospective Offeror shall constitute a representation of such knowledge on the part of such prospective Offeror.

7. Issuing Office and Authority

This RFP is issued by the DCCA. The individual listed below is the sole point of contact from the release date of this RFP until the award to the Offeror.

Rhoda Castillo
Program Analyst
State of Hawaii
Department of Commerce and Consumer Affairs

King Kalakaua Building
335 Merchant Street
Honolulu, HI 96813
Email: rzcastil@dcca.hawaii.gov

8. RFP Deadline and Schedule

Proposals must be received by Monday, April 3, 2023, 2:00 PM, Hawaii Standard Time (HST). Any proposals arriving after the closing date and time are considered late and will be rejected. DCCA reserves the right to change any date(s) and time(s) as necessary.

Written questions must be limited to a total of ten (10) questions and emailed directly to Rhoda Castillo (rzcastil@dcca.hawaii.gov) by Friday, March 10, 2023, 2:00 PM, HST. Questions submitted in excess of the limit, will be answered at the sole discretion of the DCCA.

9. Electronic Procurement

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/>; select HlePRO Vendor Registration and then select HlePRO Vendor Registration Guide.

The RFP Process, including issuance of the RFP, submission of Proposals, issuance of Addenda, and changes to the RFP deadline shall be conducted through HlePRO. The State is not responsible for any delay or failure of any Offeror to receive the RFP process information.

As part of this procurement process, Offerors are informed that awards made for this solicitation, if any, shall be subject to a one-time mandatory HlePRO fee of .75% (.0075) of the award amount or \$5,000, whichever is less. The mandatory fee (.75%) is applicable for awards made by Hawaii government agencies only, calculated on a quarterly basis for the first year only. This transaction fee shall be based on the total sales made against this contract, payable to Hawaii Information Consortium, LLC (HIC), the vendor administering HlePRO.

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 deadline specified in Section 8, RFP Deadline and Schedule.

Offeror must carefully examine this RFP, all amendments issued via addendum, all required contract forms, and other documents, laws and rules, as necessary, before submitting a proposal. The submittal of a proposal shall be considered to be a warranty and representation that the Offeror has made a careful examination and understands the work and the requirements of this RFP. Each qualified Offeror may submit only one (1) proposal.

Offeror shall submit their master proposal and a redacted version (if applicable) of the proposal via HlePRO. The existing contract file, except those portions of the proposal the Offeror designates as confidential trade secrets or other proprietary data subject to HAR §3-122-58(b), shall be available for public inspection upon posting of award pursuant to §103D-701, HRS.

Offeror proposals must be received by the DCCA via HlePRO no later than the closing date and time specified for the receipt of proposals as specified in Section 8, RFP Deadline and Schedule.

10. Receipt, Opening, and Recording of Proposals

Proposals will be held in a secure place by the procurement officer until the established due date. Proposals will not be opened publicly, but in the presence of State officials on or after the proposal submittal deadline specified in the RFP, or as amended. Late proposals will not be accepted.

11. Modifications Prior to Deadline or Withdrawal of Offers

A proposal may be modified or withdrawn at any time prior to, but not after, the proposal submittal deadline. Modification or withdrawal shall comply with the requirements of HAR section 3-122-16.07.

12. Discussions

Offerors may be invited for discussion to clarify their proposals; to promote understanding of the DCCA's requirements and the Offeror's proposal; and to facilitate arriving at a contract that will provide the best value to the State. Whether such discussions will be held will be at the discretion of the DCCA. Discussions may be conducted with Offerors whose proposals are determined to be reasonably susceptible of being selected for award, but proposals may be accepted without discussions in accordance with HAR section 3-122-53. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

13. RFP Amendments

The DCCA reserves the right to amend this RFP at any time, prior to the proposal submittal deadline. All amendments will be issued by written addendum and will be posted on the HlePRO website.

14. Cancellation of RFP/Rejection of Proposals

This RFP may be cancelled and any or all proposals may be rejected in whole or in part, when it is determined to be in the best interest of the State or for any other reason permitted by Chapter 103D, HRS and its implementing HAR.

15. Uncertainties Beyond the Control of the DCCA

The DCCA recognizes that circumstances beyond the control of the DCCA may arise that may significantly affect the ability of the Offeror to provide the services described in this RFP or as proposed by the Offeror. Accordingly, the DCCA reserves the right to modify the contract resulting from this RFP to address such circumstances within the scope of the RFP.

16. Performance Bonds

No performance bond will be required for the contract awarded pursuant to this RFP.

17. Proposal Process and Procedures

17.1. Proposal Format

Offerors must carefully examine this RFP, all required contract forms and other documents, and all applicable laws and rules before submitting a proposal. The submission of a proposal shall be considered a warranty and representation that the Offeror has made a careful examination and understands the work and the requirements of this RFP. Proposals must be submitted through HlePRO.

A. Proposal Submission

Submission of a proposal shall constitute an incontrovertible representation by the Offeror

of compliance with every requirement of this solicitation and that documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions. The Offeror's proposal shall be submitted via the HlePRO site and must be received by DCCA no later than the closing date and time specified for the receipt of proposals as specified in Section 8, RFP Deadline and Schedule.

Before submission of a proposal, each Offeror should:

- Examine the documents thoroughly (documents include this solicitation, any addenda, attachments, and other relevant documentation);
- Become familiar with State, local, and Federal laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work required; and
- Review all special instructions located in HlePRO and ensure all necessary files are attached to their offer prior to the proposal deadline.

Any proposal received after the closing date and time as specified in Section 8 will be rejected. No faxed or e-mailed proposals will be considered or accepted.

B. Proposal Content Organization

- Introduction and Executive Summary
 - .1. Cover Letter
 - .2. Executive Summary
- Offeror Organization and Staffing
 - .1. Offeror background and experience
 - .2. Project team structure, roles and experience, including any consultants or sub-contractors
 - .3. Two examples of professional experience with similar projects
 - .4. Financials of the Offeror
- Overall Solution
 - .1. Support tools to be utilized during the project
 - .2. Draft timeline of project
 - .3. Any suggested tasks or revisions to more effectively accomplish the project
- Cost
 - .1. The cost proposal shall include all the costs associated with the project, including taxes, travel, and fees
 - .2. All costs for one-year should be priced out separately, with the option to renew annually for up to two (2) years

C. Confidentiality

If the Offeror determines that there are trade secrets or other information it deems confidential, they may request non-disclosure of the specific trade secrets or confidential proprietary information in writing and submit the request with their proposal. The confidential information should be clearly marked or submitted in an easily separable manner with the offer. The entire proposal and fee proposal cannot be considered confidential. Any request for public inspection is subject to the requirements of Chapter 92F, HRS.

The State Procurement Officer will consult with the Attorney General regarding the Offeror's

request for confidentiality in accordance with HAR Section 3-122-58. After the Attorney General's review is complete, the Offeror will receive the Attorney General's determination in writing, and any information deemed to be non-confidential will be made available as public information, unless the Offeror files an appeal.

D. State of Hawaii Regulatory Requirements

Offeror's must comply with the following HRS' and HAR's:

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

E. Hawaii Compliance Express (HCE)

Vendors will use HCE, an online system that allows vendors doing business with the State to quickly and easily demonstrate compliance with applicable laws. It replaces the necessity of obtaining paper compliance certificates from the Hawaii State Department of Taxation (DOTAX), Federal Internal Revenue Service (IRS), Hawaii State Department of Labor and Industrial Relations (DLIR), and DCCA.

Any vendors who do not utilize HCE to demonstrate compliance must provide paper certificates to the State for the following:

- DOTAX Form A-6, in compliance with HRS Chapter 237 tax clearance requirement for award. Additional information is available on the DOTAX website: <http://tax.hawaii.gov/forms/>
- Form LIR#27, Application for Certificate of Compliance, in compliance with HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award. Additional information is available at the DLIR website: <http://labor.hawaii.gov/forms/>

DCCA Certificate of Good Standing, in compliance with HRS Section 103D-310(c) for an entity doing business in the State of Hawaii. Additional information is available at the BREG website: <http://cca.hawaii.gov/breg/>

17.2. Proposal Evaluation

A. Proposal Evaluation

The DCCA will evaluate all proposals received by the deadline specified in Section 8. The DCCA's evaluation will determine the best value to the State. "Best value" means the most advantageous offer determined by evaluating and comparing all offers so that the offer which best meets the overall combination of the State's needs is selected. Offerors' responses will be evaluated based on the completeness of their response and ability to meet or exceed the scope of work.

B. Conflict of Interest

Any Offerors who participated in and received compensation for the development of this RFP are prohibited from soliciting, proposing or being awarded for this project. The purpose of this exclusion is to ensure that the DCCA and any contractors do not place themselves in a position with any real or perceived conflicts of interest that would call into question either party's independence and/or credibility.

C. Disqualification of Proposals

Reasons for disqualification may include, but is not limited to:

- Collusion among Offerors
- Offeror's headquarters are based outside of the United States of America
- Lack of responsibility and cooperation
- Having outstanding debts to the State or other Departments/Divisions
- Proposals are unsigned, incomplete, or irregular in such a way to make the proposal ambiguous as to its meaning
- Delivery of proposal after the time specified in Section 8
- Contradictory terms between proposal and RFP
- Insufficient experience or expertise to provide the solution and perform the work contemplated
- Lack of responsibility or cooperation as shown by past work or services rendered
- Handwritten proposals

D. Acceptance of Proposals

The DCCA reserves the right to reject any or all proposals received, or to cancel this RFP, if it is in the best interest of the State.

The DCCA also reserves the right to waive minor irregularities in proposals, provided such an action is in the best interest of the State. A decision to waive minor irregularities shall in no way modify the RFP requirements or excuse any Offeror from full compliance with the RFP specifications and other contract requirements, if the Offeror is awarded the contract.

E. Public Examination of Proposals

Except those portions the Offeror designates in writing as trade secrets or other proprietary data to be confidential subject to HAR §3-122-58(b), shall be made available for public inspection upon posting of award pursuant to §103D-701, HRS.

If a person is denied access to a State procurement record, the person may appeal the denial to the State Office of Information Practices in accordance with §92F- 42(12), HRS.

F. Protest Procedure

Pursuant to §103D-70, HRS and §3-126-3, HAR, an Offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. 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.

Any protest shall be submitted in writing to the Procurement Officer listed on HlePRO.

18. Award of Contract

Award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the DCCA. If an award is made, the successful Offeror will be required to enter into a formal written contract with the DCCA. The RFP, the Offeror accepted proposal, and the fully executed contract comprise the contract. The RFP and successful proposal will be incorporated into the resulting contract by reference and to the extent that the RFP and the successful proposal conflict, the terms of the RFP shall govern, unless otherwise agreed upon by the DCCA in the contract.

The notice of award resulting from this solicitation shall be posted on the State Procurement Office Hawaii Awards & Notices Data System (HANDS) website (<https://hands.ehawaii.gov/hands/welcome>).

18.1. Contract Terms

The term of the Contract resulting from this RFP shall be for 12 months to complete the Contract as required by law. The Contract shall not exceed a total time of 36 months. All vendor developed documentation are the property of the State and DCCA. If DCCA determines that the Contractor's services are needed longer, DCCA shall have the sole discretion to exercise its rights to extend this contract up to an additional 12 months.

When interests of the State so require, the State may terminate the contract for convenience.

The contract is subject to availability of funds. If a Non-Funding Event occurs, then the State shall have the right to partially or fully terminate or suspend the contract under this RFP. If the State does not exercise the right to fully terminate or suspend the contract, the State shall determine which aspects of the contract shall move forward and which services shall be performed.

Vendor agrees that no penalty or damages shall be applied to, or shall accrue to, the State due to a Non-Funding Event. Vendor further agrees that the State will not be responsible for any costs, expenses, or losses incurred by Contractor due, in whole or in part, to a Non-Funding Event.

18.2. Contract Execution

Upon selection and award of the contract, the DCCA will send the formal contract to the successful Offeror for signature. The contract shall be signed by the successful Offeror and returned with any required documents within seven (7) calendar days after receipt by the Offeror or within such time as the DCCA may allow. Failure to keep this deadline may result in a cancellation of the award and contract. The DCCA reserves the right to cancel any contract and request new proposals or negotiate with remaining Offerors, if the DCCA is not satisfied with the awarded Vendor's performance.

No work is to be undertaken by the Vendor prior to the effective date of the contract. The State is not liable for any work, costs, expenses, loss of profits, or any damages whatsoever incurred by the Vendor prior to the official starting date. No contract shall be considered binding upon the DCCA until the contract has been fully and properly executed by all parties thereto.

If an option to extend is mutually agreed upon between the parties, a supplemental contract for the additional extension period will be completed between both parties.

18.3. Contract Payments

Payments shall be made to the Contractor in accordance with Law and upon satisfactory completion of the corresponding deliverables as detailed in the Offeror's detailed Project Management Plan and Project Schedule. The receipt of deliverables shall be due based on the

Project Management Plan and Project Schedule as agreed to and approved by the State, or as amended. Payments for all deliverables are subject to receipt of related invoices with supporting documentation attached and approval by the State.

19. Insurance

The Contractor shall deposit with the State of Hawaii certificate(s) of insurance necessary to assure the State that the following insurance provisions have been satisfied and shall keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of the Contract, including extensions, if any. Insurance shall include insurance for subcontractors, where appropriate. Upon request by the State, the Contractor shall furnish a complete copy of the policy or policies.

The Contractor shall maintain in full force and effect during the entire term of the Contract (including extensions, if any) liability and property damage insurance to protect the State, the Contractor and its subcontractors, if any, from claims for damages for personal injury, accidental death, and property damage which may arise from operations under the Contract, whether such operations be by the Contractor itself or by any subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the Contract, the insurance policy or policies shall name the State and subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover work performed by a subcontractor and naming the subcontractor as additional insured, the Contractor may require subcontractor to provide its own insurance which meets the requirement of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for Commercial General Liability (CGL). It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own insurance policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its subcontractor(s), as applicable. Please note, minimum insurance requirements are different from those in prior bid specifications.

Offeror shall maintain insurance acceptable to the State in full force and effect throughout the term of this Contract. The policy or policies of insurance maintained by the Offeror shall provide the following limit(s) and coverage(s):

Commercial General Liability Minimum bodily injury and broad form (occurrence form) property damage combined single limits of liability of \$1,000,000 combined single limit per occurrence for bodily injury and property damage, and \$2,000,000 in the aggregate.

Workers Compensation Statutory Minimum coverage: \$100,000 Employers Liability each accident, \$100,000 Employers Liability disease per each employee, and \$500,000 disease policy limit

Automobile Insurance Minimum coverage of \$1,000,000 per accident

Each insurance policy required by this contract shall contain the following clauses:

1. For CGL coverage, "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
2. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."
3. "Waiver of Subrogation in favor of the State applies to the CGL, Workers Compensation, and Auto policies."

The Offeror shall maintain the minimum insurance required in full compliance with the Hawaii Insurance Code throughout the entire term of the Contract, including extensions. The policy or policies of insurance maintained by the Offeror shall provide the limits and coverages specified herein.

The Offeror shall deposit with DCCA on or before the effective date of the Contract, certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this RFP and the Contract 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, including extensions. Upon request by the State, Offeror shall furnish a copy of the policy or policies.

Failure of the Offeror to provide and keep in force such insurance shall be regarded as material default under the Contract, entitling the State to exercise any or all the remedies provided in the Contract for a default of the Offeror.

The procuring of such required policy or policies of insurance shall not be construed to limit Offeror's liability or to fulfill the indemnification provisions and requirements of the Contract. Notwithstanding said policy or policies of insurance, the Offeror shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with the Contract.

20. Option to Terminate

If the Vendor refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency Procurement Officer may notify the Vendor in writing of the delay or non-performance, and if not cured in ten (10) days or any longer time specified in writing by the DCCA's Procurement Officer, the DCCA's Procurement Officer may terminate the Vendor's right to proceed with the Contract or the part of the Contract which has experienced undue non-performance or delay.

In the event of termination in whole or in part, the DCCA's Procurement Officer may procure similar goods or services in a manner and upon the terms deemed appropriate by the DCCA's Procurement Officer. The Vendor shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

21. Attachments

- A. Hawaii Attorney General's General Conditions