

Department of Health  
Alcohol and Drug Abuse Division  
Prevention Branch

RELEASE DATE: MARCH 8, 2024

REQUEST FOR PROPOSALS  
RFP No.: HTH-440-24-CAN

Sealed Offers  
for  
Cannabis Use Prevention  
Public Information Dissemination Campaign

STATE OF HAWAII  
DEPARTMENT OF HEALTH  
ALCOHOL AND DRUG ABUSE DIVISION

OFFERS ARE DUE AT 4:30 P.M., HAWAII STANDARD TIME (HST) ON

APRIL 8, 2024

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

AND SHALL BE SUBMITTED TO THE HAWAII STATE E-PROCUREMENT (HiePro)

ACCESSIBLE AT <https://hiepro.ehawaii.gov>. DIRECT QUESTIONS RELATING TO THIS

SOLICITATION MAY BE SUBMITTED ON HiePRO OR TO [trevor.lee@doh.hawaii.gov](mailto:trevor.lee@doh.hawaii.gov).

\_\_\_\_\_  
John Valera  
Procurement Officer

ALCOHOL AND DRUG ABUSE DIVISION  
Name of Company

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## **SECTION ONE**

### **INTRODUCTION, TERMS AND ACRONYMS, KEY DATES**

#### **1.1 INTRODUCTION**

The Department of Health, Alcohol and Drug Abuse Division (ADAD), Prevention Branch, is seeking proposals from eligible organizations to initiate and manage a statewide comprehensive cannabis use prevention information dissemination campaign for youth under 21.

#### **1.2 CANCELLATION**

The Request for Proposals (RFP) may be cancelled and any or all proposals rejected in whole or in part, without liability to the State, when it is determined to be in the best interest of the State.

#### **1.3 TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION**

ADAD	=	The Alcohol and Drug Abuse Division of the State of Hawai'i Department of Health
ATOD	=	Alcohol, Tobacco, and Other Drugs
BAFO	=	Best and Final Offer
BHA	=	Behavioral Health Administration of the State of Hawai'i Department of Health
Cannabis	=	Any part of the plant (genus) cannabis, whether growing or not, including the seeds and resin, and every alkaloid, salt, derivative, preparation, compound, or mixture thereof, excluding hemp. This includes the three species of cannabis sativa, cannabis indica, and cannabis ruderalis and their hybrids.
CPO	=	Chief Procurement Officer
CSAP	=	Center for Substance Abuse Prevention
DAGS	=	Department of Accounting and General Services
DOH	=	State of Hawai'i Department of Health
GC	=	General Conditions, issued by the Department of the Attorney General
GET	=	General Excise Tax
GP	=	General Provisions
HAR	=	Hawai'i Administrative Rules
HCE	=	Hawai'i Compliance Express
HRS	=	Hawai'i Revised Statutes
HST	=	Hawai'i Standard Time
HlePRO	=	State eProcurement System, a system for issuing solicitations, receiving responses, and issuing notices of award

- Information Dissemination = As described by the Center for Substance Abuse Prevention (CSAP), information dissemination includes activities that provide awareness and knowledge of the nature and extent of alcohol, tobacco, and drug use and addiction, and their effects on individuals, families, and communities. It also provides knowledge and awareness of available prevention programs and services. This may include development and dissemination of multi-media products, development and distribution of printed materials, resource and information services, social media development and maintenance, informational presentations, and community/school outreach events.
- IOM Categories = The Institute of Medicine (IOM) model classifies prevention interventions according to their target population (Universal – Indirect, Universal – Direct, Selective, and Indicated). Classification by population provides clarity to differing objectives of various interventions and matches the objectives to the needs of the target population.
- Offeror = Any individual, partnership, firm, corporation, joint venture, or representation of agent, submitting an offer in response to this solicitation
- Procurement Officer = The contracting officer for the State of Hawai'i, State Procurement Office
- RFP = Request for Proposal
- SPO = Hawai'i State Procurement Office
- State = State of Hawai'i, including its departments, agencies, and political subdivisions
- SU = Substance Use
- SUD = Substance Use Disorder
- Youth = Individuals in Hawai'i under twenty-one years of age

**1.4 RFP SCHEDULE AND SIGNIFICANT DATES**

The schedule represents the State's best estimate of the schedule that will be followed. All times indicated are Hawai'i Standard Time (HST). If a component of this schedule, such as "Proposal Due date/time" is delayed, the rest of the schedule will likely be shifted by the same number of days. Any change to the RFP Schedule and Significant Dates shall be reflected in and issued in an addendum. The approximate schedule is as follows:

Release of Request for Proposals	03/08/2024
Pre-proposal Conference	03/14/2024
Due date to Submit Questions	03/15/2024, 4:30 PM HST
State's Response to Questions	03/20/2024
Proposals Due date/time	<b>04/08/2024, 4:30 PM HST</b>
Proposal Evaluations (approximate)	04/15/2024
Discussion with Priority Listed Offerors (if necessary)	04/16/2024,
Best and Final Offer (if necessary)	04/19/2024
Notice of Award	04/22/2024
Contract Start Date	10/01/2024

## 1.5 PRE-PROPOSAL CONFERENCE

The purpose of the pre-proposal conference is to provide Offerors an opportunity to be briefed on this procurement and to ask any questions about this procurement. The pre-proposal conference is not mandatory; however, Offerors are encouraged to attend to gain a better understanding of the requirements of this RFP.

Offerors are advised that anything discussed at the pre-proposal conference does not change any part of this RFP. All changes and/or clarifications to this RFP shall be done in the form of an addendum.

The pre-proposal conference will be held as follows:

Date: March 14, 2024

Time: 9:00 am to 10:00 a.m., HST

Location: Zoom

Register in advance for this webinar:

[https://hawaii-gov.zoom.us/webinar/register/WN\\_FQHR9O3rRXOzMLPmZKEm1A](https://hawaii-gov.zoom.us/webinar/register/WN_FQHR9O3rRXOzMLPmZKEm1A)

After registering, you will receive a confirmation email containing information about joining the webinar.

All prospective Offerors are encouraged to attend the online Orientation via Zoom. Participation in this online Orientation is optional and not required in order to respond to this RFP.

Written questions should be sent via [Online Form](#) prior to the Orientation by **4:30 P.M. HST on March 12, 2024**. (Please do not email your Orientation questions.) Impromptu questions will be permitted at the orientation and spontaneous answers provided at the state purchasing agency's discretion. However, answers provided at the orientation are only intended as general direction and may not represent the state purchasing agency's position.

Formal official responses will be provided in writing. To ensure a written response, any oral questions should be submitted in writing following the close of the online Orientation, but no later than the submittal deadline for written questions indicated in Section 1.4, RFP Schedule and Significant Dates, as amended.

## 1.6 QUESTIONS AND ANSWERS PRIOR TO OPENING OF PROPOSALS

All questions shall be submitted in writing by the due date specified in Section 1.4, RFP Schedule and Significant Dates, as amended. Offerors may submit questions via [Online Form](#). The State will respond to questions through Addenda/Amendments by the date specified (Section 1.4, as amended).

## SECTION TWO

### BACKGROUND AND SCOPE OF WORK

#### 2.1 PROJECT OVERVIEW AND HISTORY

##### 2.1.1 Overview, purpose or need

The mission of the Alcohol and Drug Abuse Division (ADAD) is to provide the leadership necessary for the development and delivery of quality substance abuse prevention, intervention, and treatment services for the residents of the State of Hawai'i. ADAD's goal is to prevent and reduce the severity and disabling effects related to alcohol and other drug use, abuse, and dependence by assuring an effective, accessible public and private community-based system of prevention and treatment services designed to empower individuals and communities to make health-enhancing choices regarding the use of alcohol and other drugs.

The Department is seeking proposals for the development and implementation of an information dissemination campaign focused on increasing the awareness and education of the public on health and safety matters relating to the use of cannabis and cannabis products by persons under 21 years of age.

The outcomes of this comprehensive cannabis information dissemination campaign are expected to lead to a significant and measurable improvement in health indicators throughout Hawai'i. By fostering synergies with other state agencies and leveraging a wide array of communication channels and prevention strategies, the campaign aims to advance substance use prevention, tobacco prevention, and empower the youth, thereby nurturing a healthier and safer environment for all residents of Hawai'i.

##### 2.1.2 Planning activities conducted in preparation for this RFP

ADAD initiated two Requests for Information (RFI) related to cannabis public health, awareness, and safety education. These RFIs were issued on December 27, 2023 and February 12, 2024 to receive comments and data to inform and guide the development of the RFP to implement a cannabis public health, awareness, and safety education campaign. Comments, suggestions, and other feedback were sent to ADAD via Google Forms or in word document format and emailed to ADAD and are available upon request.

#### 2.2 SCOPE OF WORK

All work shall be in accordance with this RFP, including its attachments, and any addenda.

##### 2.2.1 Information Dissemination Service Requirements:

- a) The Offeror shall have a minimum of five (5) years serving as a communications, marketing, and/or advertising agency, with experience leading a substance use prevention media campaign and the capacity to develop and disseminate media statewide.

b) The Offeror shall provide the following minimum services as part of the information dissemination campaign:

- I. Develop and deliver a Marketing Research Report for Youth Cannabis Use Prevention based on formative data, which may include message testing, surveys, evaluations, interviews/focus groups, literature review, and partner engagement. The report should include: i) an audience profile, including motivations, perspectives, risk/protective factors, and proposed market segmentation; ii) assessment of cannabis use issues among youth using quantitative and qualitative data; iii) data, recommendations for evidence-based best practices to deliver effective cannabis use prevention messaging; and iv) a summary of the current readiness of the community to address cannabis use.
- II. Execute a cannabis use prevention information dissemination campaign tailored to the specified target populations, ensuring fidelity to the selected evidence-based strategies outlined in the Offeror's Campaign Proposal (3.9.4.f), Logic Model (3.9.4.g), and Work Plan (3.9.4.h). Activities may include preparation of campaign collateral; negotiation, arrangement, and contracting for any special talent; production of all collateral and advertising needs; multimedia development and dissemination; printed material development and dissemination; checking and verifying insertions, displays, broadcasts or other media used, to ensure any third parties deliverables; social media development and maintenance; website development and maintenance; community/school outreach events; SUD prevention presentations; and partner engagement.
- III. Track and analyze metrics, indicators, and outcomes as outlined in the Campaign Proposal (3.9.4.f), Logic Model (3.9.4.g), and Work Plan (3.9.4.h). Use evaluation data to optimize the campaign, leverage higher performing platforms, maximize creative assets, and improve efficiency and effectiveness. Evaluation of the information dissemination campaign may include health assessments, television and radio reach and frequency measures by market and audience/demographic; digital media click-throughs, video completions, views, shares, comments, reactions, sentiments, or impressions; and print circulation figures, readership, and pass-along rates. Other measures may include earned media, partner engagement surveys, and attendance records or surveys.

Prepare and submit progress reports, including i) progress evaluation report within thirty (30) days after the second quarter of each contract year, detailing the implementation fidelity and necessary adjustments; ii) a final evaluation report within thirty (30) days after the end of each contract year, presenting both process and outcome data results.

- IV. Engage with key stakeholders across the community to foster support, expand partnerships, and raise public awareness about the risks associated with cannabis use and the resources of the



information dissemination campaign and related prevention services. This includes mobilizing support and building local capacity within the identified service areas to garner resources and increase readiness to support the cannabis use campaign through public engagement and awareness activities. This may include meetings with partners, speaking engagements, health fairs, prevention-focused websites, social media, and/or prevention-focused email blasts.

- V. Develop and submit a sustainability plan to ADAD by the end of the first contract year, outlining recommendations for the campaign's longevity and impact. If applicable, update and resubmit this plan in subsequent years, reflecting on ongoing and future sustainability strategies.
- VI. Integrate cultural humility and insights into every phase of the information dissemination campaign, recognizing the diverse cultural landscape of Hawai'i. This should reflect a recognition of local customs, values, and communication styles, ensuring the campaign's relevance and effectiveness across different communities. This may leverage consultations with cultural practitioners, translations, and product adaptations.

### **2.2.2 Administrative Reporting Requirements**

- a) The Offeror shall notify the State immediately, in writing, of any key staff changes, including a position description and resume for newly hired key staff, and a plan for the continuance of duties as outlined in the contract.
- b) The Offeror shall record single and recurring services into the State's management information system (e.g. Web Infrastructure for Treatment Services) each month, and document the activities related to those services, including, but not be limited to:
  - Unduplicated count of individuals served under information dissemination campaign strategy;
  - Number of individuals served under the CSAP Strategies;
  - Number of individuals served by IOM category;
  - Number of evidence-based strategies implemented;
  - Number of trainings attended by staff;
  - Number of meetings attended by staff;
  - Number of meetings facilitated by staff.
- c) The Offeror shall submit narrative Quarterly and Year-End Reports summarizing accomplishments and challenges of the information dissemination campaign.
  - I. Quarterly reports are due within fifteen (15) calendar days after the end of each quarter;
  - II. Year-End Reports are due within thirty (30) calendar days after the end of each contract year.

- d) The Offeror shall submit monthly electronic invoices within fifteen (15) calendar days after the last day of each calendar month.
- I. If no invoices will be submitted within fifteen (15) calendar days after the last day calendar month, the Offeror shall notify ADAD that no invoices are being submitted for the calendar month.
  - II. All Offerors must submit data in the manner and format specified by ADAD.
  - III. The Offeror is required to arrange for a financial and compliance audit to be completed and submitted to the State as directed in accordance with the Government OMB Circular A-133 if more than \$750,000 or more in federal funds are expended in a year.
  - IV. The Offeror shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [https://www.ecfr.gov/current/title-2/subtitle- A/chapter-II/part-200](https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200).
- e) The Offeror shall submit end of the contract year documentation.
- I. A contract year is defined as October 1, 2024 to September 30, 2025;
  - II. The Offeror shall submit the following documents within fifteen (15) calendar days after the last day of each contract year:
    - Final invoices;
    - Financial Statement;
    - Single Audit Report, if applicable; and
    - Other contract close-out documents, as specified by the State.
- f) If the Offeror is awarded a contract, the Offeror will be required to arrange for a financial and compliance audit to be completed and submitted to ADAD as directed in accordance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements 2 CFR 200/45 CFR Part 75 if the Offeror expends \$750,000.00 or more in Federal Funds in a year.
- g) Offerors, upon award of a contract, shall comply with all laws governing entities doing business in the State. Offerors shall produce certificates to ADAD to demonstrate compliance with the Hawai'i State Department of Taxation (DOTAX), Internal Revenue Services (IRS), Department of Labor and Industrial Relations (DLIR), and Department of Commerce and Consumer Affairs (DCCA). Offerors are encouraged to register with Hawai'i Compliance Express (HCE) to obtain electronic verification. ADAD's policy is to process only those invoices with a valid certificate of good standing on file at the time of receipt.
- h) ADAD will perform a periodic audit of the Offeror to assure that services provided and billed have been documented accurately. The audit shall, at

minimum, include confirming billing service with service documentation and other documents as requested by ADAD.

- i) The Offeror shall provide any other information, data, or cost reports relating to the provision of services as required by the State.

### **2.3 HAWAII STATE DEPARTMENT OF HEALTH RESPONSIBILITIES**

- a) The DOH: ADAD will provide complete rate tables with service descriptions.
- b) The DOH: ADAD will provide an overall project manager for ADAD activities for coordination, planning and communication with vendor.
- c) The DOH will assign appropriate staff to engage in project activities with the vendor.
- d) The DOH will approve deliverables to communicate changes required for acceptance within seven (7) business days.

### **2.4 TERM OF CONTRACT**

The contract shall be for a period of one (1) year and is intended to begin approximately on October 1, 2024, and end on September 30, 2025.

Unless terminated, the Contractor and the State may extend the term of the contract for five (5) additional one (1) year(s) period(s) or portions thereof without the necessity of resoliciting, upon mutual agreement in writing at least sixty (60) days prior to the expiration of the contract. The contract price or commission paid to the Contractor for the extended period shall remain the same or as described in the offer.

### **2.5 CONTRACT EXECUTION**

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

No work is to be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed. The State 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.

### **2.6 NOTICE TO PROCEED**

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

### **2.7 CONTRACTOR REQUIREMENTS**

- 2.7.1** Adhere to its Contract with the State;
- 2.7.2** Provide all labor, vehicles, and materials necessary to meet the RFP Requirements;
- 2.7.3** Contractor shall become familiar with all the job requirements prior to the submission of proposal. Change orders will not be accepted thereafter;

**2.7.4** Contractor shall be responsible for meeting all required Federal, State and County laws including all OSHA and HIOSH requirements pertaining to personnel safety for the work involved.

**2.7.5** Administrative:

- a) Obtain prior approval from ADAD for all media and messages intended for public distribution, including but not limited to radio, TV, video, posters, newspaper ads, and public service announcements.
- b) Acknowledge the State, ADAD, and appropriate General, Federal, and/or Federal Discretionary grants as the Offeror's information dissemination campaign sponsors by stating such on displays, public service announcements, written or electronic material distributed by the campaign.
- c) Refund to the State any funds unexpended or expended inappropriately.

**2.7.6** Coordination of Services:

The Offeror shall fill service gaps in the community and coordinate services with other agencies, providers, and resources within the community to avoid duplication of services. Agencies include DOH-Alcohol and Drug Abuse Division, DOH - Office of Medical Cannabis Control and Regulation, and AG - Crime Prevention and Justice Assistance Division.

If utilizing contractor(s) in any part of the proposed services, the Offeror must ensure the subcontractors comply with all laws governing entities doing business with the State and the federal requirements as stated in this RFP.

**2.7.7** Facilities

If applicable, the Offeror shall use adequate facilities for the delivery of the proposed services. If facilities are not presently available, the Offeror shall plan to secure such facilities. Facilities shall meet the Americans with Disabilities Act (ADA) requirements, as applicable, and the Offeror shall have a plan for obtaining alternative sites and/or special equipment to accommodate those with physical disabilities. The Offeror shall also have a plan for making services accessible to those with other disabilities (e.g., vision, speech, hearing, psychological, etc.).

## **2.8 CONTRACT ADMINISTRATOR**

The person identified below is the single point of contact (POC) during this procurement process. Offerors and interested persons shall direct to the POC all questions concerning the procurement process, technical requirements of this RFP, contractual requirements, changes, clarifications, and protests, the award process, and any other questions that may arise related to this solicitation and the resulting contract.

Trevor Lee  
Prevention Branch Chief  
Alcohol and Drug Abuse Division  
601 Kamokila Boulevard, Room 360  
Kapolei, HI 96707  
Tel: (808) 692-7511  
E-mail: [trevor.lee@doh.hawaii.gov](mailto:trevor.lee@doh.hawaii.gov)

## **SECTION THREE**

### **PROPOSAL FORMAT AND CONTENT**

#### **3.1 OFFEROR'S AUTHORITY TO SUBMIT AN OFFER**

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

#### **3.2 REQUIRED REVIEW**

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

**3.2.2** Should the Offeror find defects and questionable or objectionable items in the RFP, the Offeror shall notify the Alcohol and Drug Abuse Division in writing prior to the deadline for written questions as stated in the RFP 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 of a defective solicitation and exposure of proposal(s) upon which award could not be made.

**3.1.3** Changes to this RFP including, but not limited to contractual terms and procurement requirements, shall only be changed via formal written addenda issue by the Alcohol and Drug Abuse Division.

**3.1.4** 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 Hawai'i State eProcurement System (HlePRO) to obtain RFP addenda or other information relating to the RFP.

#### **3.3 PROPOSAL PREPARATION COSTS**

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

#### **3.4 TAX LIABILITY**

**3.4.1** Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Contractor is advised that they are liable for the Hawai'i General Excise Tax (GET) at the current 4.712% for sales made on Oahu, and at the rates of 4.712%, 4.1666%, and 4.712% for the counties of Hawai'i, Maui, and Kaua'i, respectively. 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.

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

### **3.5 PROPERTY OF STATE**

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

### **3.6 CONFIDENTIAL INFORMATION**

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

**3.6.2** An Offeror shall request in writing nondisclosure of information such as designated trade secrets or other proprietary data that the Offeror considers to be confidential. Such requests for nondisclosure shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

### **3.7 EXCEPTIONS**

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

No exceptions to statutory requirements of the AG General Conditions, Section 7, Exhibit B, shall be considered.

### **3.8 PROPOSAL OBJECTIVES**

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

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

**3.8.3** When an Offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the

Offeror has identified as necessary to successfully complete the obligations outlined in this RFP.

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

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

### **3.9 PROPOSAL FORMAT AND CONTENTS**

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

**3.9.2** 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. Proposals shall be submitted in size 11 Arial font or equivalent.

**3.9.3** Provide all of the information requested in this RFP in the order specified.

**3.9.4** Be organized into sections, following the exact format using all titles, subtitles, and numbering, with tabs separating each section described below. Each section must be addressed individually, and pages must be numbered.

a) Offeror Checklist see Section 7, Attachment 1. Complete and submit all items noted on the Offeror Checklist Form.

b) Offer Form, Page OF-1, see Section 7, Attachment 2. Offer Form OF-1 confirms that the Offeror shall comply with the requirements, provisions, terms, and conditions specified in this RFP. Offer Form, OF-1 is required to be completed using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable, in the appropriate space on Offer Form, OF-1 (Section 7, Attachment 2). Failure to do so may delay proper execution of the Contract.

Include a signed transmittal letter, Offer Form OF-1, with the complete name and address of Offeror's firm and the name, mailing address, telephone number, and e-mail address of the person the State should contact regarding the Offeror's proposal.

The authorizing signature on the Offer Form, OF-1, may be signed with an e-signature or a scanned/photocopied ink signature. If first page of the Offer Form is unsigned, the offer shall be automatically rejected unless accompanied by other material, containing a signature, indicating the Offeror's intent to be bound.

If subcontractor(s) will be used, append a statement to the transmittal letter from each subcontractor, signed by an individual authorized to legally bind the subcontractor and stating:

- I. The general scope of work to be performed by the subcontractor;
  - II. The subcontractor's willingness to perform for the indicated.
- c) Offer Form, Pricing OF-2, see Section 7, Attachment 3. Pricing shall be submitted on Offer Form OF-2 (Section 7, Attachment 3). The price shall be the all-inclusive cost, including the GET, to the State. No other costs will be honored. Any unit prices shall be inclusive. Include a signed Offer Form OF-2 with the complete name and address of Offeror's firm and the name, mailing address, telephone number, and fax number of the person the State should contact regarding the Offeror's proposal.
- d) Cost Proposal, see Section 7, Attachment 4. The Offeror shall complete one (1) Cost Proposal for the period of performance, including projected services/units for the performance year. All services shall be conducted in accordance with Section 2.2, Scope of Work.
- e) Experience and Capabilities, see Section 7, Attachment 5.
- I. The number of years Offeror has been in business and the number of years Offeror has performed services specified by this RFP.
  - II. A list of key personnel and associated resumes for those who will be dedicated to this project.
  - III. A list of at least three (3) references from the Offeror's client listing that may be contacted by the State as to the Offeror's past and current job performance. Offeror shall provide names, titles, organizations, telephone numbers, email and postal addresses.
  - IV. A summary listing of judgments or pending lawsuits or actions against; adverse contract actions, including termination(s), suspension, imposition of penalties, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations against your firm. If none, so state.
  - V. A list of similar sample projects and/or examples of collateral. This may include descriptions, documents, or links.
- f) Campaign Proposal, see Section 7, Attachment 6, including service description, evidence-based foundation, statewide reach and inclusivity strategy, target population, and evaluation plan.
- I. Service Description: A concise summary of the proposed information dissemination campaign, highlighting the approach, key messaging, and engagement tactics designed to effectively reach and influence the target audience. Also, describe the timeline and plan for the work proposed.



- II. **Evidence-Based Foundation:** Identification and description of the evidence-based framework or model upon which the campaign is built, and its evidence of effectiveness (e.g., registry, peer-reviewed journal, consensus judgment of experts). Include references to the source or links.
  - III. **Statewide Reach and Inclusivity Strategy:** Applicants must describe their strategy for ensuring the campaign effectively reaches and engages the entire state, with particular attention to rural populations and groups with higher rates of ATOD use. This should include a detailed plan for overcoming challenges related to geography, limited access to technology or media, and culture/language. Applicants should outline how they will use a mix of traditional and digital communication channels, partnerships with local organizations, and community-based approaches to tailor their messaging and activities. The strategy should also detail how the campaign will adapt its messages and materials to be culturally relevant and accessible to diverse communities across Hawai'i, ensuring inclusivity and maximizing impact.
  - IV. **Target Population and IOM Categories:** Define the primary and secondary target populations, including age groups, demographic characteristics, and any specific groups identified as at higher risk for cannabis use. This section will also categorize the target population according to the IOM Categories (universal, selective, and/or indicated), providing a clear understanding of the campaign's focus.
  - V. **Evaluation Plan:** Detail an evaluation plan for the campaign, outlining the methodologies, tools, and processes that will be used to assess the effectiveness of the information dissemination efforts. This plan should include specific metrics for measuring the reach, engagement, and impact of the campaign activities on cannabis use among youth under 21 in Hawai'i, as well as the timeframe for conducting evaluations. The plan should also detail how feedback and findings will be used to inform ongoing improvements and adjustments to the campaign strategy. Include a description of any planned external evaluators to ensure objectivity and rigor in the evaluation process.
- g) **Logic Model.** Provide a logic model to demonstrate the relationship between the information dissemination campaign's resources, activities, and its intended effects. Include a statement regarding the current condition of cannabis use for youth under 21 in Hawai'i, baseline data, inputs, information dissemination campaign activities, short-term outcomes, and long-term outcomes. All services shall be conducted in accordance with Section 2.2 Scope of Work. See Section 7, Attachment 7.
  - h) **Work Plan.** Provide a work plan for the implementation of the information dissemination campaign through the first annual contract period. Concisely describe each campaign development and implementation task, outputs from each activity, the person/position responsible for each task, and the projected start/end date for each activity. If applicable, make note of all

tasks to be delegated to subcontractors. All services shall be conducted in accordance with Section 2.2 Scope of Work. See Section 7, Attachment 8.

- i) Audit Report/Financials Statement. The latest Single Audit Report, Financial Audit (no earlier than June 30, 2022), or financial statement.

### **3.9.5 Probable funding amounts, source, and period of availability.**

The anticipated amount of the funding per Contract Year is based on the availability of State, and Federal grant funds.

- a) The ADAD anticipates awarding one (1) contract with the time of performance of one (1) year as defined in Section 2.4 Term of Contract with the possibility of extensions of up to five (5) additional contract years.
- b) Anticipated funding amounts are estimated based on current resource allocations. It is important to note that funding amounts when executing actual contract awards may be significantly different from anticipated amounts due to evolving budgetary circumstances.
- c) The ADAD reserves the right to increase or decrease funds at its discretion in order to best meet the needs of the ADAD as well as operate within budgetary limitations and pending availability of General, Federal, and Federal discretionary grant funds.
- d) The Offeror shall describe how they will sustain the campaign outcomes if funding from the State Purchasing Agency is decreased or ceases to exist.
- e) For all contract awards, the ADAD shall award a Not-To-Exceed (NTE) funding limit for a one (1) year period.
- f) The ADAD reserves the right to decrease funds at any time during the contract period when there is a monthly pattern of underutilization. The reallocation of funds shall be determined by ADAD at its discretion to best meet the needs of the ADAD.
- g) The ADAD reserves the right to adjust the individual rates on the rate table without a contract modification, subject to availability of funds.
- h) The ADAD reserves the right to make modifications to any section of the service contract, including, but not limited to the scope of services, time of performance, geographic service areas, rate schedule, and/or NTE funding limits. There may be unique circumstances, currently unanticipated by the ADAD, which may require these modifications to be made in order to continue or improve services and adjust to evolving budgetary circumstances.

Additionally, the ADAD reserves the right to increase or decrease funds and adjust service rates at its discretion in order to best meet the needs of the ADAD as well as operate within budgetary limits.

### **3.9.6 If an Offeror materially fails to comply with the terms or the conditions of the contract, the ADAD may, as appropriate under the following circumstances:**

- a) Temporarily withhold payments pending correction of a deficiency or delinquency in submission of required report by the contractor;
- b) Disallow all or part of the cost; and/or
- c) Suspend or terminate the contract.

### **3.10 RECEIPT AND REGISTER OF PROPOALS**

- 3.10.1** Proposals shall be submitted to the Hawai'i State e-Procurement (HlePRO), and due on the date and time specified in the RFP Schedule and Significant Dates, or as amended.
- 3.10.2** This electronically submitted proposal shall be considered the original. Any original offers received outside of the HlePRO, including faxed, hand delivered, or e-mailed offers, shall not be accepted or considered for award. Any offer received after the due date and time shall be rejected.
- 3.10.3** HlePRO Special Instructions. Offerors shall review all special instructions located on the HlePRO solicitation. Offerors are responsible for ensuring that all necessary files are included in their response upon submission on HlePRO by the due date and time.
- 3.10.4** Offerors are advised not to wait until the last minute to submit their proposal on HlePRO. Offerors should allow ample time to review their submittals on HlePRO, including all attachments, prior to the due date and time. Submission must be completed and submitted by due date and time. If submission is not completed and submitted by the due date and time, HlePRO will not accept the offer.
- 3.10.5** The submission of an offer shall constitute an incontrovertible representation by the Offeror of compliance with every requirement of the solicitation, and that the solicitation documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the work.
- 3.10.6** There is no cost for vendors to register or to submit quotes or bids. However, upon award, the awarded vendor must pay Tyler Hawai'i 0.75% of the original awarded amount, capped at \$5,000. When the vendor receives a notice of award in HlePRO, HlePRO will automatically generate an invoice to the vendor. The vendor will have 30 days to pay Tyler Hawai'i. Online payments are available in the application at <https://hiepro.ehawaii.gov/payment.html>.
- 3.10.7** Proposals will be received and receipt verified by two or more procurement officials on or after the date and time specified in Section One, or as amended.
- 3.10.8** The register of proposals and proposals of the Offeror(s) shall be open to public inspection upon posting of award pursuant to section 103D-701, HRS.

### **3.11 BEST AND FINAL OFFER (BAFO)**

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 an 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 BAFO will be evaluated by the Evaluation Committee taking into consideration the Evaluation Criteria set forth in Section 4 Evaluation Criteria.

### **3.12 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF OFFERS**

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

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

### **3.13 MISTAKES IN PROPOSALS**

**3.13.1** Mistakes shall not be corrected after award of contract.

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

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

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

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

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

## SECTION FOUR

### EVALUATION CRITERIA

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

**The total number of points used to score this contract is 100.**

- 1) Cost of services (30)

The evaluation committee will review the Offeror's Offer Form (OF-2) and cost proposal (Attachment 4) based on the following criteria:

  - a) The Offer Form and Cost Proposal forms are complete, accurate and support the scope of work and requirements of the RFP;
  - b) The Cost Proposal is reasonable, given campaign resources and operational capacity;
    - i. Activity units are reasonable and necessary to objectives of the campaign;
    - ii. Costs are reasonable and comparable to the price of services in the communit(ies);
  - c) The Single Audit Report of the Financial Audit indicates minimal or no material deficiencies; and,
- 2) Previous experience, capability and proficiency in media, communications, and advertising (20)

The evaluation committee will review the Offeror's experience and its capability to provide the requested services. The Offeror has:

  - a) Described its history and record of accomplishments in operationalizing projects/contracts pertinent to the proposed services;
  - b) Described government or foundation-funded contract or projects of similar size and complexity that it has managed and has named the funding source;
  - c) Documented experience serving the identified population and working in the targeted geographic area; and,
  - d) Included three (3) references from clients verifying experience.
- 3) Sample projects and/or examples of collateral (10)

The evaluation committee will use the following criteria to evaluate the Offeror's overall approach to information dissemination, including with media, communications, and advertising:

- a) Sample projects are described and/or examples of collateral are provided for the proposed services;
  - b) Demonstrates experience and proficiency with similar information dissemination projects targeted as defined in this RFP;
  - c) Provides evidence of knowledge and proficiency with media, communications, and advertising.
- 4) Campaign Proposal, Logic Model, and Action Plan (40)

The evaluation committee will use the following criteria to evaluate the Offeror's proposal for the information dissemination campaign:

- a) Described the proposed information dissemination campaign, highlighting the approach, key messaging, and engagement tactics designed to effectively reach and influence the target audience;
- b) Identified and described the evidence-based framework or model upon which the campaign is built, and its evidence of effectiveness, including references to the source or links;
- c) Provided a comprehensive plan to the entire state within the proposed timelines and budget. Demonstrates a specific approach for engaging rural and high-risk populations effectively.
- d) Defined the primary and secondary target populations, including age groups, demographic characteristics, and any specific groups identified as at higher risk for cannabis use, categorizing the target population according to the IOM Categories, and providing a clear understanding of the campaign's focus;
- e) Outlined a comprehensive logic model that clearly maps the relationship between community condition, inputs, activities, and short, medium, and long-term outcomes, ensuring alignment with the goals of the cannabis information dissemination campaign;
- f) Provided a timeline for milestone activities in the work plan that includes milestones, outputs, and timeframes for all key activities and deliverables, allowing for efficient tracking of progress and timely adjustments to the campaign strategy as necessary;
- g) Developed an evaluation plan that specifies the indicators for success, and means of measurement for data collection about cannabis use among youth under 21 in Hawai'i.

**EVALUATION WORKSHEET RFP**  
**RFP No. HTH-440-24-CAN**

<b>Legal Name of Offeror:</b>					
	<b>Criteria</b>	<b>Weight</b>	<b>Points</b>	<b>Total Possible Points</b>	<b>Comments</b>
1)	Cost of Services	30%		30	
2)	Previous experience, capability and proficiency in information dissemination activities	20%		20	
3)	Sample Projects and/collateral.	10%		10	
4)	Campaign Proposal, Logic Model, and Action Plan	40%		40	

## SECTION FIVE

### CONTRACTOR SELECTION AND CONTRACT AWARD

#### 5.1 EVALUATION OF PROPOSALS

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

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

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

#### 5.2 DISCUSSION WITH PRIORITY LISTED OFFERORS

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

#### 5.3 AWARD OF CONTRACT

**Method of Award.** Award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the State based on the evaluation criteria set forth in the RFP. The notice of award, if any, resulting from this RFP shall be posted on the HlePRO website.

#### 5.4 RESPONSIBILITY OF OFFERORS

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

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

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



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

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

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

## **5.5 PROPOSAL AS PART OF THE CONTRACT**

This RFP and all or part of the successful proposal may be incorporated into the contract.

## **5.6 PUBLIC EXAMINATION OF PROPOSALS**

Except for confidential portions, the proposals shall be made available for public inspection upon posting of award pursuant to HRS §103D-701.

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

## **5.7 DEBRIEFING**

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

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

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

## **5.8 PROTEST PROCEDURES**

Pursuant to HRS §103D-701 and HAR §3-126-3, an actual or prospective Offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Any protest shall be submitted in writing to the Procurement Officer at:

John Valera, Administrator  
601 Kamokila Boulevard, Room 360  
Kapolei, Hawai'i 96707

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

The notice of award, if any, resulting from this solicitation shall be posted on the Procurement Awards, Notices and Solicitations (PANS), which is available on the SPO website: <http://www.hawaii.gov/spo2/source/>.

## **5.9 APPROVALS**

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

## **5.10 CONTRACT EXECUTION**

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

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

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

## **5.11 INSURANCE**

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

a) **Commercial General Liability Insurance**

Commercial general liability insurance coverage against claims for bodily injury and property damage arising out of all operations, activities or contractual liability by the Contractor, its employees and subcontractors during the term of the Contract. This insurance shall include the following coverage and limits specified or required by any applicable law: bodily injury and property damage coverage with a minimum of \$1,000,000 per occurrence; personal and advertising injury of \$1,000,000 per occurrence; broadcasters' liability insurance of \$1,000,000 per occurrence; and with an aggregated limit of \$2,000,000. The commercial general liability policy shall be written on an occurrence basis and the policy shall provide legal defense costs and expenses in addition to the limits of liability stated above. The Contractor shall be responsible for payment of any deductible applicable to this policy.

b) Automobile Liability Insurance

Automobile liability insurance covering owned, non-owned, leased, and hired vehicles with a minimum of \$1,000,000 for bodily injury for each person, \$1,000,000 for bodily injury for each accident, and \$1,000,000 for property damage for each accident.

c) Appropriate levels of per occurrence insurance coverage for workers' compensation and any other insurance coverage required by Federal or State law.

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

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

5.11.4 The certificates of insurance shall contain the following clauses:

a) "The State of Hawai'i is added as an additional insured as respects to operations performed for the State of Hawai'i."

b) "It is agreed that any insurance maintained by the State of Hawai'i will apply in excess of, and not contribute with, insurance provided by this policy."

5.11.5. Failure of the Contractor to provide and keep in force such insurance shall constitute a material default under the Contract, entitling the State to exercise any or all of the remedies provided in the Contract (including without limitation terminating the Contract). The procuring of any required policy or policies of insurance shall not be construed to limit the Contractor's liability hereunder, or to fulfill the indemnification provisions of the Contract. Notwithstanding said policy or policies of insurance, the Contractor shall be responsible for the full and total amount of any damage, injury, or loss caused by the Contractor's negligence or neglect in the provision of services under the Contract.

## 5.12 REQUIREMENTS FOR PERFORMANCE BONDS

No performance or payment bond is required for this contract.

### **5.13 PAYMENT**

The pricing structure for this RFP is rate schedule. The purchasing agency will pay the provider a pre-determined rate for services specified in the contract. The Offeror shall submit a total of one (1) rate table (cost proposal) for each year (e.g., Year 1 and Year 2).

ADAD reserves the right to add services to a contract, provided that the Offeror submits a request for approval by ADAD. ADAD may, at its discretion, revise all or part of the pricing structure listed in the Rate Schedule.

### **5.14 CONTRACT INVALIDATION**

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

## **SECTION SIX**

### **SPECIAL PROVISIONS**

#### **6.1 OFFER GUARANTY**

A proposal security deposit is NOT required for this RFP.

#### **6.2 INTELLECTUAL PROPERTY RIGHTS**

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

#### **6.3 TERMINATIONS FOR CONVENIENCE OR UNAVAILABILITY OF FUNDS**

Clarify conditions when funds are limited but assurance of payment for completed performance.

## **SECTION SEVEN**

### **ATTACHMENTS AND EXHIBITS**

- Attachment 1: OFFEROR CHECKLIST FORM
- Attachment 2: OFFER FORM, OF-1
- Attachment 3: OFFER FORM, OF-2
- Attachment 4: COST PROPOSAL
- Attachment 5: EXPERIENCE AND CAPABILITIES
- Attachment 6: CAMPAIGN PROPOSAL
- Attachment 7: LOGIC MODEL TEMPLATE
- Attachment 8: WORK PLAN TEMPLATE
- Exhibit A: GENERAL PROVISIONS
- Exhibit B: CONTRACT FORM and AG GENERAL CONDITIONS
- Exhibit C: OVERVIEW OF THE RFP PROCESS
- Exhibit D: CERTIFICATION AND ASSURANCES

## OFFEROR CHECKLIST FORM

Offeror must address ALL sections and attachments and provide the information and documentation as required in the table below. Include this checklist with all items checked completed.

No.	Description	Reference in RFP	Completed
1	Offeror Checklist Form	Section 3.9.4.a; Section 7, Attachment 1	<input type="checkbox"/>
2	Offeror Transmittal Letter OF-1  NOTE: Ensure the company name submitted in HlePRO matches the company name on OF-1.	Section 3.9.4.b; Section 7, Attachment 2	<input type="checkbox"/>
3	Offeror Pricing OF-2	Section 3.9.4.c; Section 7, Attachment 3	<input type="checkbox"/>
4	Cost Proposal	Section 3.9.4.d; Section 7, Attachment 4	<input type="checkbox"/>
5	Experience and Capabilities	Section 3.9.4.e; Section 7, Attachment 5	<input type="checkbox"/>
6	Campaign Proposal	Section 3.9.4.f; Section 7, Attachment 6	<input type="checkbox"/>
7	Logic Model	Section 3.9.4.g; Section 7, Attachment 7	<input type="checkbox"/>
8	Work Plan	Section 3.9.4.h; Section 7, Attachment 8	<input type="checkbox"/>
9	Audit Report/ Financial Statement	Section 3.9.4.i	<input type="checkbox"/>

\_\_\_\_\_  
Authorized Offeror Signature

\_\_\_\_\_  
DATE

**TRANSMITTAL LETTER**

**OF-1**

**CANNABIS USE PREVENTION  
PUBLIC INFORMATION DISSEMINATION CAMPAIGN  
STATE OF HAWAII  
DEPARTMENT OF HEALTH  
ALCOHOL AND DRUG ABUSE DIVISION  
RFP- HTH-440-24-CAN**

Procurement Officer  
Department of Health, Alcohol and Drug Abuse Division  
601 Kamokila Boulevard, Room 360  
State of Hawai'i  
Honolulu, Hawai'i 96813

Dear Procurement Officer:

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

Offeror is:

Sole Proprietor     Partnership     \*Corporation     Joint Venture  
 Other \_\_\_\_\_

\*State of incorporation: \_\_\_\_\_

Hawai'i General Excise Tax License I.D. No. \_\_\_\_\_

Federal I.D. No. \_\_\_\_\_

Payment address (other than street address below): \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Business address (street address): \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Respectfully submitted:

Date: \_\_\_\_\_ (x) \_\_\_\_\_

Authorized (Original) Signature

Telephone No.: \_\_\_\_\_

Name and Title (Please Type or Print)

Fax No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**\*\*Exact Legal Name of Company (Offeror)**

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



**OFFER FORM  
OF-2**

Legal Name of Offeror: \_\_\_\_\_

Total contract cost for accomplishing the development and delivery of the services for performance year (October 1, 2024 - September 30, 2025).

\$ \_\_\_\_\_

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

# Cost Proposal

The Offeror shall complete the Cost Proposals below for their proposed information dissemination campaign. The performance year will tentatively be between October 1, 2024 - September 30, 2025.

List the cost rate and number of projected services/units for the performance year, and calculate total amounts for each section (#1-5). For services that is not part of your intended project, leave rows blank. For other supplemental activities, provide labels and add rows as needed.

All services shall be conducted in accordance with Section 2.2, RFP Scope of Work.

\*Asterix items indicate mandatory activities for the campaign

Cost Proposal				
Services	Proposed Rates (\$)	Proposed Units (#)		Annual Total (Rate x Units)
<b>1. Develop and deliver a Marketing Research Report for Youth Cannabis Use Prevention based on formative data</b>				
Surveys	\$ _____	Per cycle		\$ _____
Evaluations	\$ _____	Per Session		\$ _____
Interviews	\$ _____	Per Session		\$ _____
Literature review	\$ _____	Per cycle		\$ _____
Message Testing	\$ _____	Per Session		\$ _____
Partner engagement	\$ _____	Per Session		\$ _____
Community/cultural consultation	\$ _____	Per consultation		\$ _____
Other Supplemental Activity Explain: _____	\$ _____	Per unit		\$ _____
<u>Marketing Research Report*</u>	\$ _____	Per Report		\$ _____
TOTAL - 1 – Develop and Delivery of Marketing Research Report:				\$ _____
<b>2. Execute a cannabis use prevention information dissemination campaign tailored to the specified target populations deliver a Marketing Research Report for Youth Cannabis Use Prevention based on formative data</b>				
Planning/prototype products (e.g., story boards, layouts, comprehensive sketches)	\$ _____	Per product		\$ _____

Cost Proposal				
Services	Proposed Rates (\$)		Proposed Units (#)	Annual Total (Rate x Units)
Procurement of special talent (Negotiation, arrangement, contracting)	\$ _____	Per agreement/contract		\$ _____
Production of collateral and advertising*	\$ _____	Per production		\$ _____
Multimedia	\$ _____	Per multimedia product		\$ _____
	\$ _____	Per dissemination cycle		\$ _____
Printed material	\$ _____	Per print product		\$ _____
	\$ _____	Per dissemination cycle		\$ _____
Social media	\$ _____	Per social media post		\$ _____
	\$ _____	Per maintenance hour		\$ _____
Website development	\$ _____	Per website launch		\$ _____
	\$ _____	Per maintenance hour		\$ _____
Adaptation of collateral	\$ _____	Per language translation		\$ _____
	\$ _____	Per reproduction		\$ _____
Community outreach events	\$ _____	Per occurrence		\$ _____
School outreach events	\$ _____	Per occurrence		\$ _____
Supplemental activities	\$ _____	Per occurrence		\$ _____
Earned media	\$ _____	Per occurrence		\$ _____
Partner engagement	\$ _____	Per meeting		\$ _____
Checking and verifying insertions, displays, broadcasts or other media used	\$ _____	Per occurrence		\$ _____
Other Supplemental Activity Explain: _____	\$ _____	Per unit		\$ _____
TOTAL – 2 – Execution of a cannabis use prevention campaign:				\$ _____

Cost Proposal				
Services	Proposed Rates (\$)	Proposed Units (#)	Annual Total (Rate x Units)	
<b>3. Track and analyze metrics, indicators, and outcomes; prepare and submit progress reports</b>				
Assessments	\$ _____	Per survey		\$ _____
	\$ _____	Per message test		\$ _____
	\$ _____	Per evaluations		\$ _____
	\$ _____	Per one-on-one interview		\$ _____
	\$ _____	Per listening session/focus group		\$ _____
	\$ _____	Per literature review		\$ _____
	\$ _____	Per partner engagement		\$ _____
<u>Data collection and tracking*</u>	\$ _____	Per hour data collection		\$ _____
	\$ _____	Per data/record request		\$ _____
	\$ _____	Per hour data collection		\$ _____
Data analysis	\$ _____	Per hour data analysis		\$ _____
Campaign optimization	\$ _____	Updates to campaign strategy		\$ _____
	\$ _____	Updates to collateral		\$ _____
Monthly Management Information System Data Entry	\$ _____	Per month		\$ _____
Other Supplemental Activity Explain: _____	\$ _____	Per unit		\$ _____
<u>Quarterly Report*</u>	\$ _____	Per report		\$ _____
<u>Final Report*</u>	\$ _____	Per report		\$ _____
TOTAL – 3 – Track and analyze metrics, indicators, and outcomes; Prepare and submit progress reports:				\$ _____

Cost Proposal				
Services	Proposed Rates (\$)	Proposed Units (#)	Annual Total (Rate x Units)	
<b>4. Engage with key stakeholders across the community</b>				
Speaking engagements/presentations	\$_____	Per partner engagement		\$_____
Provide messaging resources to schools and community organizations	\$_____	Per unit		\$_____
Partner Meeting	\$_____	Per meeting (facilitated)		\$_____
	\$_____	Per meeting (attended)		\$_____
Other Supplemental Activity Explain: _____	\$_____	Per unit		\$_____
TOTAL – 4 – Prepare and submit progress reports:				\$_____
<b>5. Develop and submit a sustainability plan</b>				
Other Supplemental Activity Explain: _____	\$_____	Per unit		\$_____
<u>Sustainability Plan*</u>	\$_____	Per plan		\$_____
TOTAL – 5 – Develop and submit a sustainability plan:				\$_____
<b>TOTAL COST FOR PERFORMANCE YEAR</b> (Add the Total for Sections #1-5. This should match the proposal amount in FORM OF-2)				\$_____

Provide estimates for possible extension years:	
YEAR 2	\$_____
YEAR 3	\$_____
YEAR 4	\$_____
YEAR 5	\$_____
YEAR 6	\$_____

**Note: Pricing shall include labor, materials, supplies, all applicable taxes, and any other costs incurred to provide the specified services. Selection will not be solely evaluated by cost. Evaluation will also be based on the ability to provide service delivery.**

Offeror \_\_\_\_\_  
Name of Agency

## **Experience and Capabilities**

Per RFP 3.9.4.e, the Offeror shall provide:

1. The number of years Offeror has been in business and the number of years Offeror has performed services specified by this RFP.
2. A list of key personnel and associated resumes for those who will be dedicated to this project.
3. A list of at least three (3) references from the Offeror's client listing that may be contacted by the State as to the Offeror's past and current job performance. Offeror shall provide names, titles, organizations, telephone numbers, email and postal addresses.
4. A summary listing of judgments or pending lawsuits or actions against; adverse contract actions, including termination(s), suspension, imposition of penalties, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations against your firm. If none, so state.
5. A list of similar sample projects and/or examples of collateral.

Additional Attachments:

- Key Personnel Resumes (#2)
- Sample projects and/or examples of collateral (#5)

## Campaign Proposal

Per RFP 3.9.4.f, a Campaign Proposal shall include the following:

- **Service Description:** A concise summary of the proposed information dissemination campaign, highlighting the approach, key messaging, and engagement tactics designed to effectively reach and influence the target audience. Also, describe the timeline and plan for the work proposed.
- **Evidence-Based Foundation:** Identification and description of the evidence-based framework or model upon which the campaign is built, and its evidence of effectiveness (e.g., registry, peer-reviewed journal, consensus judgment of experts). Include references to the source or links.
- **Statewide Reach and Inclusivity Strategy:** Applicants must describe their strategy for ensuring the campaign effectively reaches and engages the entire state, with particular attention to rural populations and groups with higher rates of ATOD use. This should include a detailed plan for overcoming challenges related to geographic isolation, limited access to technology or media, and cultural differences. Applicants should outline how they will use a mix of traditional and digital communication channels, partnerships with local organizations, and community-based approaches to tailor their messaging and activities. The strategy should also detail how the campaign will adapt its messages and materials to be culturally relevant and accessible to diverse communities across Hawai'i, ensuring inclusivity and maximizing impact.
- **Target Population and IOM Categories:** Define the primary and secondary target populations, including age groups, demographic characteristics, and any specific groups identified as at higher risk for cannabis use. This section will also categorize the target population according to the IOM Categories (universal, selective, and/or indicated), providing a clear understanding of the campaign's focus.
- **Evaluation Plan:** Detail an evaluation plan for the campaign, outlining the methodologies, tools, and processes that will be used to assess the effectiveness of the information dissemination efforts. This plan should include specific metrics for measuring the reach, engagement, and impact of the campaign activities on cannabis use among youth under 21 in Hawai'i, as well as the timeframe for conducting evaluations. The plan should also detail how feedback and findings will be used to inform ongoing improvements and adjustments to the campaign strategy. Include a description of any planned external evaluators to ensure objectivity and rigor in the evaluation process.

## Logic Model

**Logic model:** Complete the logic model to demonstrate the relationship between the information dissemination campaign's resources, activities, and its intended effects.

- Provide a statement regarding the **current condition** of cannabis use for youth under 21 in Hawai'i. Include **baseline data**, which are statistical measurements that serve as the basis for determining the change to the identified problem through the successful completion of the project. Cite the data source.
- List any **inputs**. Inputs are resources needed to conduct the activities of the information dissemination campaign, including personnel, financial, organizational, and community resources a campaign has available to direct toward doing the work.
- State the **short-term outcomes** by describing the result/change expected to occur immediately. As applicable, include by how many (number) or how much (percentage), by when (month/year), and how it will be measured (indicator/data source). These outcomes typically change knowledge, attitudes, beliefs, and skills.
- State the **long-term outcomes** by describing the result/change expected to occur after an extended period of time. As applicable, include how many (number) or how much (percentage), by when (month/year), and how it will be measured (indicator/data source). These long-term outcomes typically change the substance use problem behavior.



**Sample Logic Model**

**Offeror Name:** Reel Talk-Story

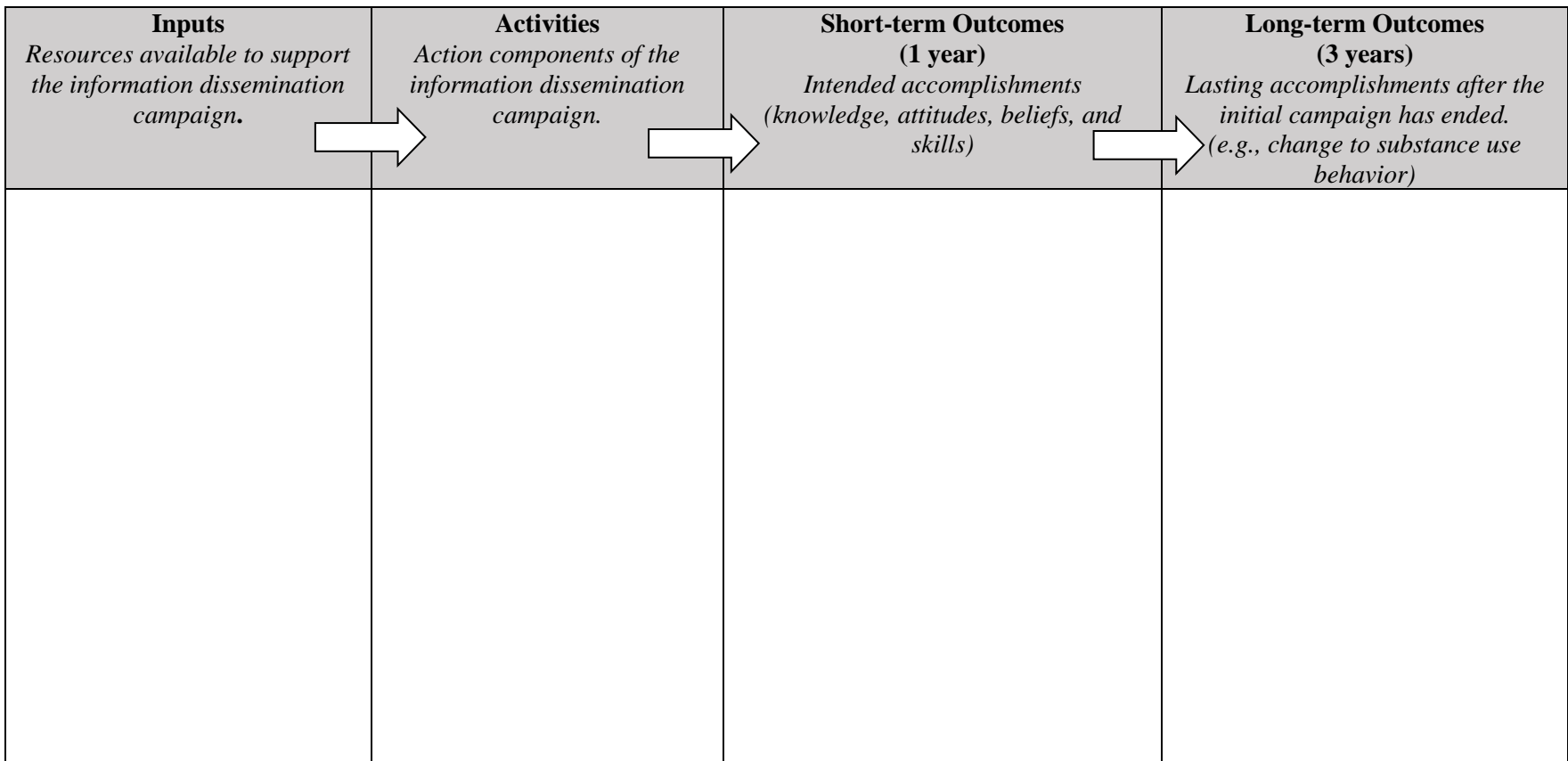
<p><b>Current Condition</b>                  Underage cannabis use in Community ABC                  Favorable attitudes toward cannabis use (Community ABC survey, 2023)</p>
<p><b>Baseline Data</b>                  30-day use; 12% of High School students; YRBS, 2021</p>

<p><b>Inputs</b>  <i>Resources available to support the information dissemination campaign</i></p>	<p><b>Activities</b>  <i>Action components of the information dissemination campaign</i></p>	<p><b>Short-term Outcomes (1 year)</b>  <i>Intended accomplishments (knowledge, attitudes, beliefs, and skills)</i></p>	<p><b>Long-term Outcomes (3 years)</b>  <i>Lasting accomplishments after the initial campaign has ended. (e.g., change to substance use behavior)</i></p>
<ul style="list-style-type: none"> <li>• Experienced Staff</li> <li>• Contract funds</li> <li>• Media equipment</li> <li>• Existing partnerships</li> <li>• Experience with similar campaigns</li> <li>• Network of creative talent</li> <li>• Research base</li> </ul>	<p>Formative survey and one-on-one interviews</p> <p>Sample testing Campaign optimization</p> <p>Develop and disseminate targeted educational ads:</p> <ul style="list-style-type: none"> <li>• Peer-produced informational indicated campaigns</li> <li>• Universal television and radio campaigns</li> </ul> <p>Measure and evaluate results</p>	<p>Decrease favorable attitudes towards cannabis use by 1% by the end of each cycle as measured by pre- and post- test.</p> <p>Increase knowledge of cannabis risks and refusal competencies among partners by 1% by the end of each cycle as measured by pre- and post- test</p>	<p>Decrease cannabis use among youth by 3% by 2027 as measured by 30-day use (YRBS).</p>

## Logic Model Template

Offeror Name \_\_\_\_\_

<b>Current Condition</b>
<b>Baseline Data</b>



## Work Plan

Provide a work plan for the implementation of the information dissemination campaign through the first annual contract period. Display the work plan in a timeline chart. Concisely describe each campaign development and implementation task, outputs from each activity, the person/position responsible for each task, and the projected start/end date for each activity. If applicable, make note of all tasks to be delegated to subcontractors. Add rows for additional activities as needed.

Provide a timeline outlining the following:

- **Milestone Activities** for the campaign: actions and services that are necessary for the optimal implementation of the information dissemination campaign. Activities may include formative work, communication with creative developers and vendors, sample testing, media launch, impact measurement and evaluation, data analysis, optimization of the campaign, and data reporting.
- **Person(s) Responsible:** The person(s) or position(s) responsible for each task. If applicable, make note of all tasks to be delegated to subcontractors.
- **Outputs** are direct results of campaign activities. They are usually described in terms of the size and/or scope of the services and products delivered or produced by the campaign.
- **Timeline:** Realistic dates within the project period when work on each activity will begin and end.

### Sample Work Plan

<b>Offeror Name:</b> Reel Talk-Story			
<b>Milestone Activities</b>	<b>Outputs</b>	<b>Person(s) Responsible</b>	<b>Timeline (Start and end dates)</b>
Brief staff on updated campaign objectives	Qualified staff prepared for campaign	Campaign Supervisor, Campaign Developer	10/1/2024 - 10/15/2024
Meet with partner agencies and community stakeholders to coordinate campaign implementation	Community partners secured for campaign, and scheduled survey meetings	Prevention Specialist	10/15/2024 - 11/1/2024; on-going
Facilitate online community surveys	Formative data for universal components of campaign	Prevention Specialist	11/1/2024 – 11/30/2024
Implement community focus groups and sample tests	Formative data for indicated components of campaign	Campaign Supervisor, Campaign Developer	11/1/2024 – 11/30/2024
Compile data to develop report	Marketing Research Report	Campaign Supervisor, Campaign Developer, Prevention Specialist	12/1/2024 – 12/15/2024



**GENERAL PROVISIONS**  
**FOR**  
**GOODS AND SERVICES**

**HAWAII REVISED STATUTES (HRS)**  
**CHAPTER 103D**

Attached are the General Provisions, dated April 2013 which are made a part of all offers in response to the solicitation for goods and services. These provisions are in addition to the special provisions provided in the individual solicitations.

Offerors are cautioned to read and understand all the terms and conditions contained in the General Provisions as these provisions will also be made part of the contract for goods and services.

**GENERAL PROVISIONS  
FOR  
GOODS AND SERVICES**

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1. **DEFINITIONS OF TERMS**

Terms as used in these General Provisions, unless the context requires otherwise, shall have the following meaning:

- a. **BID**  
Bid means any offer submitted in competitive sealed bidding or in the second phase of multi-step bidding.
- b. **BID PROPOSAL GUARANTY OR SECURITY**  
The security when required, furnished by an offeror with his offer to ensure that the offeror will enter into the contract with the STATE and execute the required contract and payment bonds covering the work contemplated, if his offer is accepted.
- c. **CONTRACT**  
Contract means the combination of the solicitation, including the instructions to offerors, the specifications or scope of work, the special provisions, and the general terms and conditions; the offer and any best and final offers; and any amendments to the solicitation or to the contract; and any terms implied by law.
- d. **CONTRACT BOND**  
The approved form of security furnished by the CONTRACTOR and his surety or sureties or by the CONTRACTOR alone, to ensure completion and satisfactory performance of the contract in accordance with the terms of the contract and to guarantee full payment of all claims for labor, materials and supplies furnished, used or incorporated in the work.
- e. **CONTRACTOR**  
An individual, partnership, firm, corporation, joint venture or other legal entity undertaking the execution of work under the terms of the contract with the STATE and acting directly or through his, their or its agents, employees or sub-contractors.
- f. **DAYS**  
Days mean calendar days unless otherwise specified.
- g. **GENERAL CONDITIONS**  
General Conditions issued by the Department of the Attorney General of the State of Hawaii, referred to as Form AG-008, as revised, and included in solicitations by reference. The applicable revised Form AG-008, which is included by reference, is the form dated and in effect at the date the solicitation is issued.
- h. **GENERAL PROVISIONS**  
General Provisions are standard terms and conditions.
- i. **HAR**  
Hawaii Administrative Rules

j. HEAD OF THE PURCHASING AGENCY

The head of any agency with delegated procurement authority by law or from a chief procurement officer of this STATE to enter into and, administer contracts.

k. HRS

Hawaii Revised Statutes

l. IFB

Invitation for Bids

m. OFFER

An offer means a bid or proposal as defined in sections 1a and 1p, in response to any solicitation.

n. OFFEROR

Any individual, partnership, firm, corporation, joint venture or other legal entity, submitting directly or through a duly authorized representative or agent, an offer for the work or services contemplated in response to a solicitation as defined in 1s.

o. PROCUREMENT OFFICER

Procurement officer means the person with procurement delegation duly authorized to enter into and administer contracts and make written determinations with respect to the contract. The term includes an authorized representative acting within the limits of authority. The delegated authority is received from the chief procurement officer directly or through the head of a purchasing agency or designee to the procurement officer.

p. PROPOSAL

A proposal means any offer submitted in response to any solicitation, except a bid as defined in section 1a.

q. PURCHASING AGENCY

Purchasing agency means any governmental body which is authorized by law or rules, or by way of delegation to enter into contracts for procurement of goods, services, or construction.

r. RFQ

Request for Quotes

s. RFP

Request for Proposals

t. SOLICITATION

Solicitation means an invitation for bids ("IFB"), used in the competitive sealed bidding process, a request for quotes ("RFQ") used in the small purchases process, or a request for proposals ("RFP"), used in the competitive sealed



proposal process for the purpose of obtaining quotes, bids or proposals to perform a STATE contract.

u. **SPECIAL PROVISIONS**

The terms and conditions pertaining to the specific solicitation in which they are contained and in addition to these General Provisions; including but not limited to terms and conditions describing the preparation of solicitations, evaluation of offers, determination of award, plus those applicable to performance by the CONTRACTOR.

Additions or revisions to the General Provisions, which shall be considered a part of the General Provisions, setting forth conditions or requirements applicable to the particular project or contract under consideration shall be included in the Special Provisions. Should any Special Provisions conflict with these General Provisions, said Special Provisions shall govern.

v. **SPECIFICATIONS**

A description of what the purchasing agency requires and, consequently, what an offeror must offer to be considered for award.

w. **STATE**

STATE means the remaining departments of the executive branch and all governmental bodies administratively attached to it, excluding the judiciary, the legislature, the department of education, University of Hawaii, the division of community hospitals, and the office of Hawaiian affairs, except where specifically included in any particular solicitation.

x. **SURETY**

The individual, firm, partnership or corporation other than the CONTRACTOR, which executes a bond with and for the CONTRACTOR to ensure the CONTRACTOR's acceptable performance of the contract.

y. **WORK**

The furnishing by the CONTRACTOR of all labor, services, materials, equipment, and other incidentals necessary for the satisfactory performance of the contract.

**2. COMPETENCY OF OFFEROR**

Prospective offeror must be capable of performing the work for which offers are being called. Either before or after the deadline for an offer, the purchasing agency may require offeror to submit answers to questions regarding facilities, equipment, experience, personnel, financial status or any other factors relating to the ability of the offeror to furnish satisfactorily the goods or services being solicited by the STATE. Any such inquiries shall be made and replied to in writing; replies shall be submitted over the signatures of the person who signs the offer. Any offeror who refuses to answer such inquiries will be considered non-responsive.

The purchasing agency reserves the right to visit an offeror's place of business to inspect its facilities and equipment and to observe its methods of operation in order to facilitate evaluation of performance capabilities.

**3. OFFER INCORPORATES SOLICITATION**

The solicitation, including the AG's General Conditions, Specifications, General Provisions and any Special Provisions, and other documents referenced in or attached to the solicitation shall be considered a part of the offer whether attached to the solicitation or not at the time of its submission. Such documents shall not be altered in any way when the proposal is submitted and any alterations so made by the offeror may be cause for rejection of the offer.

**4. PREPARATION OF OFFER**

An offeror may submit only one offer in response to a solicitation. If an offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an offeror may submit only one offer for each line item (if any) of a solicitation. If an offeror submits more than one offer per line item, then all offers for that line item shall be rejected.

Competing subsidiary or jointly-owned companies may submit bids or proposals and these may be accepted for evaluation and award if such companies submit with their bids or proposals a certificate of non-collusion, sworn to before a notary, which acknowledges that the offer is without collusion.

Unless otherwise specified in the solicitation, all prices shall include applicable Federal, state and local taxes. Any illegible or otherwise unrecognizable price offer shall cause automatic rejection of the offer.

Offers submitted in response to an IFB or RFP shall be signed in ink in the space provided on the bid or proposal page by (1) the owner of a sole proprietorship, (2) one or more members of a partnership, (3) one or more members or officers of each firm representing a joint venture, (4) one or more officers of a corporation, or (5) an agent of the offeror duly authorized to submit offers on the offeror's behalf.

**5. LATE OFFERS, LATE WITHDRAWALS, AND LATE MODIFICATIONS**

Any notice of withdrawal, notice of modification of an offer with the actual modification, or any offer received at the place designated for receipt and opening of an offer after the time and date set for receipt and opening of offers is late. A late offer, late modification, or late withdrawal shall not be considered late if received before contract award and would have been timely but for the action or inaction of personnel within the procurement activity. A late offer or late modification that will not be considered for award shall be returned to the bidder unopened as soon as practicable and accompanied by a letter from the procurement activity stating the reason for its return. A late withdrawal request shall be responded to with a statement of the reason for non-acceptance of the withdrawal.

**6. DISQUALIFICATION OF OFFERORS**

An offeror shall be disqualified and his offer automatically rejected for any one of the following reasons: proof of collusion, in which case, all offers involved in the collusive action will be rejected and any participant to such collusion will be barred from future solicitations until reinstated; or offeror's delivery of the offer after the deadline specified in the public notice calling for offers, or as amended, except as allowed in Section 3-122-29 (1), HAR.

An offeror may be disqualified and his offer rejected for any one or more of the following

reasons: offeror's lack of responsibility and cooperation as shown by past work or services; offeror's being in arrears on existing contracts with the STATE or having defaulted on previous contracts; offeror's lack of proper equipment and/or sufficient experience to perform the work contemplated; offeror does not possess proper license to cover the type of work contemplated, if required; or offeror's failure to pay, or satisfactorily settle, all bills overdue for labor and material on former STATE contracts at the time of issuance of solicitation.

## **7. IRREGULAR OFFERS**

Offers will be considered irregular and shall be rejected for the following reasons including but not limited to the following: if the offer is unsigned by the offeror, unless otherwise specified in the solicitation; if the required offer guaranty received separately from the offer is not identifiable as guaranty for a specific offer, or is received after the date and time set for the opening; if the required offer guaranty is not in accordance with the solicitation; if the offeror or surety fails to sign the surety bond submitted as offer guaranty; if offeror fails to use the surety bond form furnished by the STATE or identical wording contained in the said form when submitting a surety bond as proposal guaranty; if the offer shows any non-compliance with applicable law or contains any unauthorized additions or deletions, conditioned, incomplete, or irregular or is in anyway making the proposal incomplete, indefinite, or ambiguous as to its meaning; or unbalanced offers in which the price for any item is obviously out of proportion to the prices for other items.

## **8. STANDARDS OF CONDUCT**

All offerors should be certain that their offer is not in violation of HRS §84-15. This section provides as follows:

- a. A state agency shall not enter into any contract to procure or dispose of goods or services, or for construction, with a legislator, an employee, or a business in which a legislator or an employee has a controlling interest, involving services or property of a value in excess of \$10,000 unless:
  - (1) The contract is awarded by competitive sealed bidding pursuant to section 103D-302;
  - (2) The contract is awarded by competitive sealed proposal pursuant to section 103D-303; or
  - (3) The agency posts a notice of its intent to award the contract and files a copy of the notice with the state ethics commission at least ten days before the contract is awarded.
- b. A state agency shall not enter into a contract with any person or business which is represented or assisted personally in the matter by a person who has been an employee of the agency within the preceding two years and who participated while in state office or employment in the matter with which the contract is directly concerned.

## **9. CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS**

Unless otherwise specified in the solicitation, a legislative body has appropriated the funds for this contract.

Therefore, if awarded a contract in response to this solicitation, offeror agrees to comply with Section 11-205.5, HRS, which states that campaign contributions are prohibited from a State and county government contractor during the term of the contract if the contractor is paid with funds appropriated by a legislative body.

**10. ACCEPTANCE OF OFFER**

- a. Acceptance of offer, if any, will be made within sixty calendar days after the opening of offers, and the prices quoted by the offeror shall remain firm for the sixty-day period. Unless otherwise provided, each individual item or group of items will be awarded to the responsive and responsible offeror whose offer complies with all the solicitation requirements. In determining the responsive and responsible offeror, offers will be evaluated not only on the amounts thereof, but on all factors relating to the satisfactory performance of the contract. Products or servicing capabilities must be of a quality and nature that will meet the needs and purposes of the intended use and must conform to all requirements prescribed in the specifications. The offeror must have the ability to perform as called for in the contract terms. The STATE shall be the sole judge of product or vendor capability. The successful vendor will be notified by letter that the offer has been accepted and that the vendor is being awarded the contract.
- b. If the offer is rejected or if the vendor to whom the contract was awarded fails to enter into the contract and furnish satisfactory security, if applicable, the purchasing agency may, at their discretion, award the contract to the next lowest or remaining responsible offeror or may publish another call for offers; provided in the case of only one remaining responsible offeror, the head of a purchasing agency may negotiate with such bidder to reduce the scope of work, if available funds are exceeded, and to award the contract at a price which reflects the reduction in the scope of work.
- c. The head of a purchasing agency further reserves the right to cancel the contract award at any time prior to execution of said contract by all parties, without any liability to the awardee and to any other offeror.

**11. EXECUTION OF CONTRACT**

The following subsections shall not apply to any contract in which the total amount payable to the CONTRACTOR cannot be accurately estimated at the time the contract is to be awarded:

- a. In cases where the contract award equals or exceeds the dollar level specified in Section 103D-305, HRS, the STATE shall forward a formal contract to the successful offeror for execution. The contract shall be signed by the successful vendor and returned, together with a satisfactory contract bond if required, and other supporting documents, within ten days after receipt by the vendor or within such further time as the procurement officer may allow.
- b. No such contract shall be considered binding upon the STATE until the contract has been fully and properly executed by all the parties thereto and the State Comptroller has, in accordance with Section 103D-309, HRS, endorsed thereon a certificate that there is an appropriation or balance of an appropriation over and above all outstanding contracts, sufficient to cover the amount required by the contract; with the exception of a multi-term contract, whereby, the State Comptroller shall only be required to certify that there is an appropriation or balance of an appropriation over and above all outstanding contracts, that is sufficient to cover the amount required to be paid under the contract during the fiscal year or remaining portion of the fiscal year of each term of the multi-year contract.

- c. Pursuant to the Attorney General's General Conditions (AG-008, as revised), Section 18, in any contract involving not only STATE but supplemental funds from the Federal government, this section shall be applicable only to that portion of the contract price as is payable out of STATE. As to the portion of the contract price as is expressed in the contract to be payable out of Federal funds, the contract shall be construed to be an agreement to pay the portion to the CONTRACTOR, only out of Federal funds to be received from the Federal government. This subsection shall be liberally construed so as not to hinder or impede the STATE in contracting for any project involving financial aid from the Federal government.

**12. CONTRACT BOND**

- a. The requirement for contract performance and payment bonds, if any, shall be stated in the Special Provisions of the solicitation.
- b. When required by the Special Provisions, a performance bond and a payment bond shall be delivered by the CONTRACTOR to the STATE at the same time the executed contract is delivered. Each amount of the performance and payment bonds shall not exceed fifty per cent of the amount of the contract price; provided, for contracts where contract price cannot be determined at the time of award, the amounts of the bonds shall be as stated in the solicitation. '
- c. The acceptable performance and payment bonds are the same as the acceptable bid or proposal security deposit specified in Section 7. If a surety bond is submitted for either the performance or payment bond, in addition to the form prescribed, a power of attorney for the surety's attorney-in-fact executing the bond shall be provided.

**13. FAILURE TO EXECUTE CONTRACT**

If the offeror to whom a contract is awarded shall fail or neglect to enter into the contract, and to furnish satisfactory security as required by Section 30 within ten days after such award or within such further time as the procurement officer may allow, the purchasing agency shall pay the amount of offeror's proposal guaranty, as required under Section 7, into the State Treasury as a realization of the STATE. The procurement officer may thereupon award the contract to the next lowest responsible offeror or may call for new offers, whichever method he may deem is in the best interest of the STATE.

**14. RETURN OF OFFER GUARANTIES**

All offer guaranties submitted as required by subchapter 24, chapter 3-122, HAR, shall be retained until the successful offeror enters into contract and furnishes satisfactory security or if the contract is not awarded or entered into, until the procurement officer's determination is made to cancel the solicitation. At such time, all offer guaranties, except surety bonds, will be returned.

**15. PAYMENT**

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

**16. DELIVERY EXTENSIONS**

In the case of contracts for the purchase of goods, the delivery date or the maximum number of days for delivery will be specified by the STATE in its solicitation requirements, and all goods must be delivered with the time specified. However, the CONTRACTOR will not be held responsible for delay due to fire, flood, riot, labor disturbances, war, shortage of transportation, act of God or other reason beyond his control, provided that he notifies the STATE of such delay and the reason therefore as soon as practicable after its occurrence and requests extension prior to the specified date of delivery. Requests for extension of time shall be accompanied by documents such as the CONTRACTOR's purchase order, manufacturer's acknowledgement, shipping manifest, and any other documents substantiating that the causes for delay were beyond the control of the CONTRACTOR. The STATE shall be the sole judge of whether such delay is truly beyond the control of the CONTRACTOR and whether extension will be granted. The STATE reserves the right to terminate the contract or to assess liquidated damages, if provided for in the contract, for delays not covered by specific authorized extension.

**17. PERSONAL LIABILITY OF PUBLIC OFFICIALS**

In carrying out any of the provisions of the contract or in exercising any power or authority granted to them by the contract, there shall be no liability upon the procurement officer or his authorized representatives, either personally or as officials of the STATE, it being understood that in such matters, they act solely as agents and representatives of the STATE.



**STATE OF HAWAII**  
**CONTRACT FOR GOODS AND SERVICES**  
 (IN THE FOLLOWING CATEGORIES: EXEMPT; SMALL PURCHASE;  
 SOLE SOURCE; OR EMERGENCY)

This Contract, executed on the respective dates indicated below, is effective as of \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_,  
*(Insert name of state department, agency, board or commission)*  
 State of Hawaii ("STATE"), by its \_\_\_\_\_,  
*(Insert title of person signing for State)*  
 (hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")), whose address is \_\_\_\_\_ and \_\_\_\_\_  
 ("CONTRACTOR"), a \_\_\_\_\_,  
*(Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the Contractor)*  
 under the laws of the State of \_\_\_\_\_, whose business address and federal and state taxpayer identification numbers are as follows: \_\_\_\_\_

**RECITALS**

A. The STATE is in need of the goods and services, or both, described in this Contract and its attachments. The CONTRACTOR is agreeable to providing the goods and services, or both, as the case may be.

B. This Contract is for (check one box):

(1) A procurement expenditure of public funds for goods or services, or both, that is otherwise exempt from public bidding as set forth in section 103D-102, Hawaii Revised Statutes ("HRS"), and chapter 3-120, Hawaii Administrative Rules ("HAR"); or \_\_\_\_\_; or

(2) A small purchase procurement of goods or services, or both, as set forth in section 103D-305, HRS, and subchapter 8, chapter 3-122, HAR; or

(3) A sole source procurement of goods or services, or both, as set forth in section 103D-306, HRS, and subchapter 9, chapter 3-122, HAR; or

(4) An emergency procurement of goods or services, or both, as set forth in section 103D-307, HRS, and subchapter 10, chapter 3-122, HAR.

C. Money is available to fund this Contract pursuant to:

(1) \_\_\_\_\_  
*(Identify state sources)*

or (2) \_\_\_\_\_  
*(Identify federal sources)*

or both, in the following amounts: State \$ \_\_\_\_\_  
 Federal \$ \_\_\_\_\_

D. Pursuant to \_\_\_\_\_, the STATE  
*(Legal authority to enter into this Contract)*  
 is authorized to enter into this Contract.

E. The agency's Chief Procurement Officer is \_\_\_\_\_ who  has approved this procurement or  is not required to approve this procurement.

NOW, THEREFORE, in consideration of the promises contained in this Contract, the STATE and the CONTRACTOR agree as follows:

1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in Attachment-S1, which is made a part of this Contract.

2. Compensation. The CONTRACTOR shall be compensated for goods supplied or services performed, or both, under this Contract in a total amount not to exceed \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), including approved costs incurred and taxes, according to the Compensation and Payment Schedule set forth in Attachment-S2, which is made a part of this Contract.

3. Time of Performance. The services or goods required of the CONTRACTOR under this Contract shall be performed and completed in accordance with the Time of Performance set forth in Attachment-S3, which is made a part of this Contract.

4. Bonds. The CONTRACTOR  is required to provide or  is not required to provide:  a performance bond,  a payment bond,  a performance and payment bond in the amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_).

5. Standards of Conduct Declaration. The Standards of Conduct Declaration of the CONTRACTOR is attached to and made a part of this Contract.

6. Other Terms and Conditions. The General Conditions and any Special Conditions are attached to and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control.

7. Liquidated Damages. Liquidated damages shall be assessed in the amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) per day, in accordance with the terms of paragraph 9 of the General Conditions.

8. Notices. Any written notice required to be given by any party to this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice to the STATE shall be sent to the HOPA'S address indicated in the Contract. Notice to the CONTRACTOR shall be sent to the CONTRACTOR'S address indicated in the Contract. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the STATE in writing of any change of address.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first above written.

**STATE**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
(Date)

**CONTRACTOR**

**CORPORATE SEAL**  
(If available)

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
(Date)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Deputy Attorney General

\*Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached.



GENERAL CONDITIONS

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## GENERAL CONDITIONS

1. Coordination of Services by the STATE. The head of the purchasing agency ("HOPA") (which term includes the designee of the HOPA) shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Contract. The CONTRACTOR shall maintain communications with HOPA at all stages of the CONTRACTOR'S work, and submit to HOPA for resolution any questions which may arise as to the performance of this Contract. "Purchasing agency" as used in these General Conditions means and includes any governmental body which is authorized under chapter 103D, HRS, or its implementing rules and procedures, or by way of delegation, to enter into contracts for the procurement of goods or services or both.
2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
  - a. In the performance of services required under this Contract, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE'S opinion, the services are being performed by the CONTRACTOR in compliance with this Contract. Unless otherwise provided by special condition, it is understood that the STATE does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the STATE.
  - b. The CONTRACTOR and the CONTRACTOR'S employees and agents are not by reason of this Contract, agents or employees of the State for any purpose, and the CONTRACTOR and the CONTRACTOR'S employees and agents shall not be entitled to claim or receive from the State any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.
  - c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR'S performance under this Contract. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR'S employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR'S employees or agents in the course of their employment.
  - d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.
  - e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 103D-328, HRS, and paragraph 17 of these General Conditions.
  - f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR'S employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

- g. The CONTRACTOR shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- h. The CONTRACTOR shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- i. In lieu of the above certificates from the Department of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, the CONTRACTOR may submit proof of compliance through the State Procurement Office's designated certification process.

3. Personnel Requirements.

- a. The CONTRACTOR shall secure, at the CONTRACTOR'S own expense, all personnel required to perform this Contract.
- b. The CONTRACTOR shall ensure that the CONTRACTOR'S employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

5. Conflicts of Interest. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR'S performance under this Contract.

6. Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR'S duties, obligations, or interests under this Contract and no such assignment or subcontract shall be effective unless (i) the CONTRACTOR obtains the prior written consent of the STATE, and (ii) the CONTRACTOR'S assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR'S assignee or subcontractor have been paid. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR'S right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in section 40-58, HRS.

a. Recognition of a successor in interest. When in the best interest of the State, a successor in interest may be recognized in an assignment contract in which the STATE, the CONTRACTOR and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:

- (1) The Assignee assumes all of the CONTRACTOR'S obligations;
- (2) The CONTRACTOR remains liable for all obligations under this Contract but waives all rights under this Contract as against the STATE; and
- (3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.

b. Change of name. When the CONTRACTOR asks to change the name in which it holds this Contract with the STATE, the procurement officer of the purchasing agency (hereinafter referred to as the "Agency procurement officer") shall, upon receipt of a document acceptable or satisfactory to the

Agency procurement officer indicating such change of name (for example, an amendment to the CONTRACTOR'S articles of incorporation), enter into an amendment to this Contract with the CONTRACTOR to effect such a change of name. The amendment to this Contract changing the CONTRACTOR'S name shall specifically indicate that no other terms and conditions of this Contract are thereby changed.

- c. Reports. All assignment contracts and amendments to this Contract effecting changes of the CONTRACTOR'S name or novations hereunder shall be reported to the chief procurement officer (CPO) as defined in section 103D-203(a), HRS, within thirty days of the date that the assignment contract or amendment becomes effective.
  - d. Actions affecting more than one purchasing agency. Notwithstanding the provisions of subparagraphs 6a through 6c herein, when the CONTRACTOR holds contracts with more than one purchasing agency of the State, the assignment contracts and the novation and change of name amendments herein authorized shall be processed only through the CPO's office.
7. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.
  8. Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the CONTRACTOR in connection with this Contract, the CONTRACTOR shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.
  9. Liquidated Damages. When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 13 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the STATE the amount, if any, set forth in this Contract per calendar day from the date set for cure until either (i) the STATE reasonably obtains similar goods or services, or both, if the CONTRACTOR is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR'S delay or nonperformance is excused under paragraph 13d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR remains liable for damages caused other than by delay.
  10. STATE'S Right of Offset. The STATE may offset against any monies or other obligations the STATE owes to the CONTRACTOR under this Contract, any amounts owed to the State of Hawaii by the CONTRACTOR under this Contract or any other contracts, or pursuant to any law or other obligation owed to the State of Hawaii by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The STATE will notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed to the State of Hawaii shall not include debts or obligations which have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii, provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.
  11. Disputes. Disputes shall be resolved in accordance with section 103D-703, HRS, and chapter 3-126, Hawaii Administrative Rules ("HAR"), as the same may be amended from time to time.
  12. Suspension of Contract. The STATE reserves the right at any time and for any reason to suspend this Contract for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.
    - a. Order to stop performance. The Agency procurement officer may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Contract. This order shall be for a specified

period not exceeding sixty (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Stop performance orders shall include, as appropriate: (1) A clear description of the work to be suspended; (2) Instructions as to the issuance of further orders by the CONTRACTOR for material or services; (3) Guidance as to action to be taken on subcontracts; and (4) Other instructions and suggestions to the CONTRACTOR for minimizing costs. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and suspend all performance under this Contract at the time stated, provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the Agency procurement officer shall either:

- (1) Cancel the stop performance order; or
- (2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Contract.

b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified in writing accordingly, if:

- (1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Contract; and
- (2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided that, if the Agency procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.

c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.

d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

### 13. Termination for Default.

a. Default. If the CONTRACTOR 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 CONTRACTOR 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 Agency procurement officer, such officer may terminate the CONTRACTOR'S right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency procurement officer may procure similar goods or services in a manner and upon the terms deemed appropriate by the Agency procurement officer. The CONTRACTOR 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.

b. CONTRACTOR'S duties. Notwithstanding termination of the Contract and subject to any directions from the Agency procurement officer, the CONTRACTOR shall take timely, reasonable, and

necessary action to protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest.

- c. Compensation. Payment for completed goods and services delivered and accepted by the STATE shall be at the price set forth in the Contract. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Agency procurement officer. If the parties fail to agree, the Agency procurement officer shall set an amount subject to the CONTRACTOR'S rights under chapter 3-126, HAR. The STATE may withhold from amounts due the CONTRACTOR such sums as the Agency procurement officer deems to be necessary to protect the STATE against loss because of outstanding liens or claims and to reimburse the STATE for the excess costs expected to be incurred by the STATE in procuring similar goods and services.
- d. Excuse for nonperformance or delayed performance. The CONTRACTOR shall not be in default by reason of any failure in performance of this Contract in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency procurement officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods and services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Contract. Upon request of the CONTRACTOR, the Agency procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR'S progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the STATE under this Contract. As used in this paragraph, the term "subcontractor" means subcontractor at any tier.
- e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR'S right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 13d, "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 14.
- f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

#### 14. Termination for Convenience.

- a. Termination. The Agency procurement officer may, when the interests of the STATE so require, terminate this Contract in whole or in part, for the convenience of the STATE. The Agency procurement officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.
- b. CONTRACTOR'S obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR will stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance subject to the STATE'S approval. The Agency procurement officer may direct the CONTRACTOR to assign the CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to the STATE. The CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.

- c. Right to goods and work product. The Agency procurement officer may require the CONTRACTOR to transfer title and deliver to the STATE in the manner and to the extent directed by the Agency procurement officer:

- (1) Any completed goods or work product; and
- (2) The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Contract.

The CONTRACTOR shall, upon direction of the Agency procurement officer, protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest. If the Agency procurement officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that the STATE has breached the Contract by exercise of the termination for convenience provision.

- d. Compensation.

- (1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the cost or pricing data, submitted to the extent required by chapter 3-122, HAR, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Agency procurement officer may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph 14d(3) below.
- (2) The Agency procurement officer and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by the STATE, the proceeds of any sales of goods and manufacturing materials under subparagraph 14c, and the Contract price of the performance not terminated.
- (3) Absent complete agreement under subparagraph 14d(2) the Agency procurement officer shall pay the CONTRACTOR the following amounts, provided payments agreed to under subparagraph 14d(2) shall not duplicate payments under this subparagraph for the following:
  - (A) Contract prices for goods or services accepted under the Contract;
  - (B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
  - (C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subparagraph 14b. These costs must not include costs paid in accordance with subparagraph 14d(3)(B);
  - (D) The reasonable settlement costs of the CONTRACTOR, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the

total Contract price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph 14d(2), and the contract price of performance not terminated.

- (4) Costs claimed, agreed to, or established under subparagraphs 14d(2) and 14d(3) shall be in accordance with Chapter 3-123 (Cost Principles) of the Procurement Rules.

15. Claims Based on the Agency Procurement Officer's Actions or Omissions.

a. Changes in scope. If any action or omission on the part of the Agency procurement officer (which term includes the designee of such officer for purposes of this paragraph 15) requiring performance changes within the scope of the Contract constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Contract in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- (1) Written notice required. The CONTRACTOR shall give written notice to the Agency procurement officer:

(A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;

(B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or

(C) Within such further time as may be allowed by the Agency procurement officer in writing.

- (2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Agency procurement officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency procurement officer;

- (3) Basis must be explained. The notice required by subparagraph 15a(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and

- (4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the Agency procurement officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the STATE, justifying the claimed additional costs or an extension of time in connection with such changes.

b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or laws precluding any state officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Contract.

c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

16. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Contract shall be subject to chapter 3-123 (Cost Principles), HAR, and the following guidelines:



- a. Reimbursement for air transportation shall be for actual cost or coach class air fare, whichever is less.
- b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.
- c. Unless prior written approval of the HOPA is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for inter-island or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.

17. Payment Procedures; Final Payment; Tax Clearance.

- a. Original invoices required. All payments under this Contract shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Contract have been performed by the CONTRACTOR according to the Contract.
- b. Subject to available funds. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Further, all payments shall be made in accordance with and subject to chapter 40, HRS.
- c. Prompt payment.
  - (1) Any money, other than retainage, paid to the CONTRACTOR shall be disbursed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and
  - (2) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.
- d. Final payment. Final payment under this Contract shall be subject to sections 103-53 and 103D-328, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid. Further, in accordance with section 3-122-112, HAR, CONTRACTOR shall provide a certificate affirming that the CONTRACTOR has remained in compliance with all applicable laws as required by this section.

18. Federal Funds. If this Contract is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Contract to be payable from federal funds, the CONTRACTOR shall be paid only from such funds received from the federal government, and shall not be paid from any other funds. Failure of the STATE to receive anticipated federal funds shall not be considered a breach by the STATE or an excuse for nonperformance by the CONTRACTOR.

19. Modifications of Contract.

- a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the CONTRACTOR and the STATE, provided that change orders shall be made in accordance with paragraph 20 herein.
- b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract shall be permitted.

- c. Agency procurement officer. By written order, at any time, and without notice to any surety, the Agency procurement officer may unilaterally order of the CONTRACTOR:
    - (A) Changes in the work within the scope of the Contract; and
    - (B) Changes in the time of performance of the Contract that do not alter the scope of the Contract work.
  - d. Adjustments of price or time for performance. If any modification increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, an adjustment shall be made and this Contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Contract or as negotiated.
  - e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written modification of the Contract is not made prior to final payment under this Contract.
  - f. Claims not barred. In the absence of a written contract modification, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Contract or for a breach of contract.
  - g. Head of the purchasing agency approval. If this is a professional services contract awarded pursuant to section 103D-303 or 103D-304, HRS, any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract which increases the amount payable to the CONTRACTOR by at least \$25,000.00 and ten per cent (10%) or more of the initial contract price, must receive the prior approval of the head of the purchasing agency.
  - h. Tax clearance. The STATE may, at its discretion, require the CONTRACTOR to submit to the STATE, prior to the STATE'S approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid.
  - i. Sole source contracts. Amendments to sole source contracts that would change the original scope of the Contract may only be made with the approval of the CPO. Annual renewal of a sole source contract for services should not be submitted as an amendment.
20. Change Order. The Agency procurement officer may, by a written order signed only by the STATE, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:
- (1) Drawings, designs, or specifications, if the goods or services to be furnished are to be specially provided to the STATE in accordance therewith;
  - (2) Method of delivery; or
  - (3) Place of delivery.
- a. Adjustments of price or time for performance. If any change order increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, an adjustment shall be made and the Contract modified in writing accordingly. Any adjustment in the Contract price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Contract. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Contract as changed, provided that the Agency procurement officer promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By

proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or any extension of time for completion.

- b. Time period for claim. Within ten (10) days after receipt of a written change order under subparagraph 20a, unless the period is extended by the Agency procurement officer in writing, the CONTRACTOR shall respond with a claim for an adjustment. The requirement for a timely written response by CONTRACTOR cannot be waived and shall be a condition precedent to the assertion of a claim.
- c. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if a written response is not given prior to final payment under this Contract.
- d. Other claims not barred. In the absence of a change order, nothing in this paragraph 20 shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under the Contract or for breach of contract.

21. Price Adjustment.

- a. Price adjustment. Any adjustment in the contract price pursuant to a provision in this Contract shall be made in one or more of the following ways:
  - (1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
  - (2) By unit prices specified in the Contract or subsequently agreed upon;
  - (3) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;
  - (4) In such other manner as the parties may mutually agree; or
  - (5) In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126, HAR.
- b. Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of chapter 3-122, HAR.

22. Variation in Quantity for Definite Quantity Contracts. Upon the agreement of the STATE and the CONTRACTOR, the quantity of goods or services, or both, if a definite quantity is specified in this Contract, may be increased by a maximum of ten per cent (10%); provided the unit prices will remain the same except for any price adjustments otherwise applicable; and the Agency procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

23. Changes in Cost-Reimbursement Contract. If this Contract is a cost-reimbursement contract, the following provisions shall apply:

- a. The Agency procurement officer may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of the Contract in any one or more of the following:
  - (1) Description of performance (Attachment 1);
  - (2) Time of performance (i.e., hours of the day, days of the week, etc.);
  - (3) Place of performance of services;

- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the STATE in accordance with the drawings, designs, or specifications;
    - (5) Method of shipment or packing of supplies; or
    - (6) Place of delivery.
  - b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance of, any part of the performance under this Contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this Contract, the Agency procurement officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Contract accordingly.
  - c. The CONTRACTOR must assert the CONTRACTOR'S rights to an adjustment under this provision within thirty (30) days from the day of receipt of the written order. However, if the Agency procurement officer decides that the facts justify it, the Agency procurement officer may receive and act upon a proposal submitted before final payment under the Contract.
  - d. Failure to agree to any adjustment shall be a dispute under paragraph 11 of this Contract. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Contract as changed.
  - e. Notwithstanding the terms and conditions of subparagraphs 23a and 23b, the estimated cost of this Contract and, if this Contract is incrementally funded, the funds allotted for the performance of this Contract, shall not be increased or considered to be increased except by specific written modification of the Contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract.
24. Confidentiality of Material.
- a. All material given to or made available to the CONTRACTOR by virtue of this Contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.
  - b. All information, data, or other material provided by the CONTRACTOR to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.
25. Publicity. The CONTRACTOR shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, including the HOPA, the CPO, the Agency procurement officer, or to the services or goods, or both, provided under this Contract, in any of the CONTRACTOR'S brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts with the CONTRACTOR about the subject matter of this Contract shall be referred to the Agency procurement officer.
26. Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract.
27. Liens and Warranties. Goods provided under this Contract shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Contract documents, whichever are greater.

28. Audit of Books and Records of the CONTRACTOR. The STATE may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor, or prospective subcontractor which are related to:
- a. The cost or pricing data, and
  - b. A state contract, including subcontracts, other than a firm fixed-price contract.

29. Cost or Pricing Data. Cost or pricing data must be submitted to the Agency procurement officer and timely certified as accurate for contracts over \$100,000 unless the contract is for a multiple-term or as otherwise specified by the Agency procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for contracts awarded pursuant to competitive sealed bid procedures.

If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the STATE is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.

30. Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the STATE may require an audit of cost or pricing data.

31. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

32. Antitrust Claims. The STATE and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.

33. Patented Articles. The CONTRACTOR shall defend, indemnify, and hold harmless the STATE, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this Contract. The CONTRACTOR shall be solely responsible for correcting or curing to the satisfaction of the STATE any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the STATE a substitute article, process, or appliance acceptable to the STATE, (b) paying royalties or other required payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.

34. Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.
35. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR'S performance of this Contract.
36. Conflict Between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the procurement rules, the procurement rules in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
37. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the CONTRACTOR relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the CONTRACTOR other than as set forth or as referred to herein.
38. Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
39. Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE'S right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the procurement rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE'S rights or the CONTRACTOR'S obligations under the procurement rules or statutes.
40. Pollution Control. If during the performance of this Contract, the CONTRACTOR encounters a "release" or a "threatened release" of a reportable quantity of a "hazardous substance," "pollutant," or "contaminant" as those terms are defined in section 128D-1, HRS, the CONTRACTOR shall immediately notify the STATE and all other appropriate state, county, or federal agencies as required by law. The Contractor shall take all necessary actions, including stopping work, to avoid causing, contributing to, or making worse a release of a hazardous substance, pollutant, or contaminant, and shall promptly obey any orders the Environmental Protection Agency or the state Department of Health issues in response to the release. In the event there is an ensuing cease-work period, and the STATE determines that this Contract requires an adjustment of the time for performance, the Contract shall be modified in writing accordingly.
41. Campaign Contributions. The CONTRACTOR is hereby notified of the applicability of 11-355, HRS, which states that campaign contributions are prohibited from specified state or county government contractors during the terms of their contracts if the contractors are paid with funds appropriated by a legislative body.
42. Confidentiality of Personal Information.

a. Definitions.

"Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:

- (1) Social security number;
- (2) Driver's license number or Hawaii identification card number; or

- (3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

"Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

b. Confidentiality of Material.

- (1) All material given to or made available to the CONTRACTOR by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the CONTRACTOR and shall not be disclosed without the prior written approval of the STATE.
- (2) CONTRACTOR agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.
- (3) CONTRACTOR agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.
- (4) CONTRACTOR shall report to the STATE in a prompt and complete manner any security breaches involving personal information.
- (5) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR because of a use or disclosure of personal information by CONTRACTOR in violation of the requirements of this paragraph.
- (6) CONTRACTOR shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by CONTRACTOR on behalf of the STATE.

c. Security Awareness Training and Confidentiality Agreements.

- (1) CONTRACTOR certifies that all of its employees who will have access to the personal information have completed training on security awareness topics relating to protecting personal information.
- (2) CONTRACTOR certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:
  - (A) The personal information collected, used, or maintained by the CONTRACTOR will be treated as confidential;
  - (B) Access to the personal information will be allowed only as necessary to perform the Contract; and
  - (C) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

d. Termination for Cause. In addition to any other remedies provided by this Contract, if the STATE learns of a material breach by CONTRACTOR of this paragraph by CONTRACTOR, the STATE may at its sole discretion:

- (1) Provide an opportunity for the CONTRACTOR to cure the breach or end the violation; or
- (2) Immediately terminate this Contract.

In either instance, the CONTRACTOR and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

e. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.



## OVERVIEW OF THE RFP PROCESS

- 5.1 The RFP is issued pursuant to Subchapter 6 of HAR Chapter 3-122, implementing HRS §103D-303.
- 5.2 The procurement process begins with the issuance of the RFP and the formal response to any written questions or inquiries regarding the RFP. Changes to the RFP will be made only by Addendum.
- 5.3 Proposals shall be received on HlePRO. The register of proposals and Offerors' proposals shall be open to public inspection after posting of the award.

All proposals and other material submitted by Offerors become the property of the State and may be returned only at the State's option.

- 5.4 The Procurement Officer, or an evaluation committee approved by the Procurement Officer, shall evaluate the proposals in accordance with the evaluation criteria in Section Four.
- 5.5 Proposals may be accepted on evaluation without discussion. However, if deemed necessary, prior to entering into discussions, a "priority list" of responsible Offerors submitting acceptable and potentially acceptable proposals shall be generated. The priority list may be limited to a minimum of three responsible Offerors who submitted the highest-ranked proposals. The objective of these discussions is to clarify issues regarding the Offeror's proposal before the BAFO is tendered.
- 5.6 If during discussions there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate such clarification or change. Addenda to the RFP shall be distributed only to priority listed Offerors who submit acceptable or potentially acceptable proposals.
- 5.7 Following any discussions, Priority Listed Offerors will be invited to submit their BAFO, if required. The Procurement Officer or an evaluation committee reserves the right to have additional rounds of discussions with the top three (3) Priority Listed Offerors prior to the submission of the BAFO.
- 5.8 The date and time for Offerors to submit their BAFO, if any, is indicated in Section 1.4, RFP Schedule and Significant Dates. If Offeror does not submit a notice of withdrawal or a BAFO, the Offeror's immediate previous offer shall be construed as its BAFO.
- 5.9 After receipt and evaluation of the BAFOs in accordance with the evaluation criteria in Section Four, the Procurement Officer or an evaluation committee will make its recommendation. The Procurement Officer will award the contract to the Offeror whose proposal is determined to be the most

advantageous to the State taking into consideration price and the evaluation factors set forth in Section Four.

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

## LIST OF CERTIFICATIONS

### 1. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

This certification is pursuant to 45 CFR Part 76:

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### 2. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants, contracts, loans, and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant, contract, loan, or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant, contract, loan, or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to Federal grants, contracts, loans, and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

### 3. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the applicant organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the applicant organization will comply with the Department of Health and Human Services terms and conditions of award if a grant is awarded as a result of this application.

### 4. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through the State or local governments, by Federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the undersigned certifies that the applicant organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The applicant organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly. The Public Health Services strongly encourages all grant recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**LIST OF ASSURANCES**

**1. ASSURANCE OF COMPLIANCE WITH SAMHSA CHARITABLE CHOICE STATUTES AND REGULATIONS**

SAMHSA's two Charitable Choice provisions [Sections 581-584 and Section 1955 of the Public Health Service (PHS) Act, 42 USC 290k, et seq., and 42 USC 300x-65 et seq., respectively] allow religious organizations to provide SAMHSA-funded substance abuse services without impairing their religious character and without diminishing the religious freedom of those who receive their services. These provisions contain important protections both for religious organizations that receive SAMHSA funding and for the individuals who receive their services and apply to religious organizations and to State and local governments that provide substance abuse prevention and treatment services under SAMHSA grants.

**2. ASSURANCE OF COMPLIANCE WITH SAMHSA'S PROVISIONS PROHIBITING TRAFFICKING IN PERSONS**

Recipients and subrecipients of the Substance Abuse Prevention and Treatment Block Grant and the employees of such recipients and subrecipients are required to comply with SAMHSA's provisions pursuant to Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). These provisions prohibit severe forms of trafficking in persons, or the procurement of a commercial sex act during the period of time that the Block Grant award is in effect, or the use of forced labor in the performance of the award or subawards under the award.

**3. ASSURANCE REGARDING DRUG-FREE WORKPLACE**

The Hawaii Department of Health, Alcohol and Drug Abuse Division (ADAD) is dedicated to providing the leadership necessary for the development and delivery of quality substance abuse prevention, intervention and treatment services for the residents of the State of Hawaii. As a direct recipient of Federal monies to achieve this goal, ADAD must comply with 45 CFR Part 76 to maintain a drug-free workplace. ADAD requires its prospective contractors to comply with providing a drug-free workplace.

The undersigned (authorized official signing for the applicant organization) APPLICANT certifies that it will comply, as applicable, with the Substance Abuse and Mental Health Services Administration's (SAMHSA) statutory provisions of the sections noted above as well as the ADAD requirement for a drug-free workplace.

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date