

**State of Hawai'i
Department of Health,
Executive Office on Aging**

REQUEST FOR PROPOSALS

RELEASE DATE: Thursday, March 21, 2024

No. RFP-03-WEB-2024

SEALED OFFERS

for

**Website Development, Management,
and Support**

**CAROLINE CADIRAO, DIRECTOR
DOH/EXECUTIVE OFFICE ON AGING**
Procurement Officer

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SECTION ONE
INTRODUCTION, TERMS AND ACRONYMS, KEY DATES

1.1 INTRODUCTION

The Department of Health (DOH), Executive Office on Aging (EOA) is requesting proposals for a qualified vendor who can successfully provide website design, website updates, maintenance, and analytics.

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

| | | |
|---------------------|---|--|
| AAAs | = | Area Agencies on Aging |
| ADRC | = | Aging and Disability Resource Center |
| ADRD | = | Alzheimer’s Disease and Related Dementias |
| AEOS | = | Advocacy, Education, and Outreach Section |
| BAFO | = | Best and Final Offer |
| CPO | = | Chief Procurement Officer |
| DAGS | = | Department of Accounting and General Services |
| EOA | = | Executive Office on Aging |
| GC | = | General Conditions, issued by the Department of the Attorney General |
| GET | = | General Excise Tax |
| Procurement Officer | = | The contracting officer for the State of Hawaii, State Procurement Office |
| State | = | State of Hawaii, including its departments, agencies, and political subdivisions |

1.4 RFP SCHEDULE AND SIGNIFICANT DATES

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

| | |
|---|----------------|
| Release of Request for Proposals | March 21, 2024 |
| Due date to Submit Questions | April 1, 2024 |
| State's Response to Questions* | April 15, 2024 |
| Proposals Due date/time | April 29, 2024 |
| Proposal Evaluations | April 29, 2024 |
| Discussion with Priority Listed Offerors (if necessary) | --- |
| Best and Final Offer (if necessary) | --- |
| Notice of Award | May 10, 2024 |
| Contract Start Date | June 1, 2024 |

1.5 QUESTIONS AND ANSWERS PRIOR TO OPENING OF PROPOSALS

Please submit all questions in writing by the due date specified in Section 1.4, *RFP Schedule and Significant Dates*, or as amended.

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

All potential vendors who submitted written questions will receive all questions and answers by the date specified in Section 1.4.

SECTION TWO

BACKGROUND AND SCOPE OF WORK

2.1 PROJECT OVERVIEW AND HISTORY

The Executive Office on Aging (EOA), an attached agency to the Department of Health (DOH) is the state designated lead agency for the coordination of aging and caregiver services and initiatives. Under the Older Americans Act (OAA) of 1965, as amended, and Chapter 349 of the Hawaii Revised Statutes (HRS), EOA oversees a comprehensive delivery system of services and supports. EOA's vision is that Hawai'i is the best place to grow older. EOA's mission is to optimize the health, safety, and independence of Hawai'i's older adults and persons with disabilities. We continually pursue our mission by supporting older adults, caregivers, and persons with disabilities through effective planning, development, advocacy, and coordination of policies, programs, and services.

EOA designates four (4) distinct Planning and Service Areas (PSAs) to plan, develop, deliver, and administer services and supports to meet the needs of Hawai'i's diverse aging population. Known as the Area Agencies on Aging (AAAs), they are the leaders in aging issues within their counties. The PSAs include the counties of Hawai'i, Kaua'i (which includes the island of Ni'ihau), the tri-county of Maui (which includes the islands of Moloka'i and Lāna'i), and the City and County of Honolulu. Each county has its own unique challenges and opportunities.

EOA has oversight of the **Aging and Disability Resource Center (ADRC)** which is the statewide system assisting individuals in finding options to address their need for long-term services and supports. The AAAs are the operating entities of the ADRC in each PSA. ADRC sites connect older adults and persons with disabilities with resources to maintain their independence, dignity, and quality of life. Through its main website, (<https://www.hawaiiadrc.org/>), the ADRC offers the community the ability to research information about services and supports.

In addition, EOA is charged with preparing and implementing a **state strategic plan on Alzheimer's disease and related dementias (ADRD)** pursuant to HRS 349-6.5.

EOA convenes a statewide coalition to plan and implement the state strategic plan in compliance with the Centers for Disease Control and the Preventive Healthy Brain Initiative Road Map recommendations to build community clinical linkages. According to the goals, strategies, and actions in the state strategic plan, EOA will establish a website of dementia focused resources, data, and information for persons with Alzheimer's disease and related dementias, their families, and the community at large.

EOA received one-time funding from the Hawai'i state legislature to create an ADRD public health campaign. The website will be integral to the public health campaign and engagement measures will be essential to measure the effectiveness of the campaign.

Finally, EOA oversees the **Advocacy, Education, and Outreach Section (AEOS)** that includes three (3) federally funded, volunteer-based programs to serve older adults in the State of Hawaii. Each program's website is intended to provide general information, updates, forms, announcements, and serves as a secure, interactive portal for communications between AEOS staff, volunteers, partners, and the public.

- The **Hawaii State Health Insurance Assistance Program (SHIP)** educates and empowers Medicare beneficiaries, their families, caregivers, and soon-to-be retirees

to make cost-effective, informed healthcare decisions based on their own individual health needs and ability to pay.

- The **Long-Term Care Ombudsman Program (LTCOP)** advocates to improve the quality of care and quality of life for residents in licensed and certified long-term care (LTC) settings such as nursing homes, expanded and adult residential care homes, community care foster family homes, and assisted living facilities.
- The **Senior Medicare Patrol (SMP) Hawaii** educates Medicare beneficiaries, their families, and caregivers, to protect their personal identity and information, detect billing discrepancies on medical statements, and to report suspected fraud to the U.S. Office of Inspector General.

2.2 Status of Current Websites

2.2.1 Aging and Disability Resource Center (ADRC) Website

The ADRC website (<https://www.hawaiiadrc.org/>) hosts a landing page including drop down menus with Information About Us, Reports and Publications, Contact Information, and a portal to Veterans' Directed Care.

In addition, the landing page has the functionality to search by tiles selected by the EOA as important subjects of interest. These include disability resources, caregiving, dementia, healthy aging, and a tile for the Policy Advisory Board for Elder Affairs. Minutes and agendas of the monthly board meetings are housed here for public view. Lastly, the landing page provides links to the AEOS websites for SMP, SHIP, and LTCOP. For website users to navigate to their appropriate county, they can choose their island through the "Contact Us" drop down menu.

- 2.2.2. SHIP, LTCOP, and SMP have designed websites that are functional for the needs of the programs and shall be maintained by this solicitation.

2.3 SCOPE OF WORK

The purpose of this solicitation is three-fold. EOA shall solicit and award a qualified vendor to successfully provide website design for ADRD, website updates for the ADRC, ongoing maintenance of the AEOS program websites, and performance analytics of all websites.

2.3.1 Annual Maintenance of the SHIP, SMP, LTCOP, and the ADRC websites

- a. Maintain up-to-date firewalls and secure sockets layer (SSL) security certificates.
- b. Manage website's function, content, links, and design.
- c. Provide technical assistance to ensure websites remain updated and operational 24/7, 365 days a year, and comply with industry and State of Hawaii standards.
- d. Develop and manage secure portals to exchange protected information.
- e. Develop and manage all email campaigns.
- f. Develop and manage the search engine optimization program.
- g. See Attachment A – Routine Website Maintenance and Frequency.

2.3.2 Multi-Program Scope by state fiscal year: In addition to the overall annual maintenance as described above the qualified vendor must meet the following deliverables:

a. Year 1: (May 1, 2024 – April 30, 2025)

- 1) By August 2024, launch a website for the Alzheimer’s Disease and Related Dementias to accommodate all information regarding ADRD, the Hawaii Dementia Initiative, and the public awareness campaign.
 - a) Collaborate with the EOA staff and partners to create the design of the website and ensure accurate content.
 - b) This website shall be hyperlinked to the ADRC website, tested, and reviewed.
- 2) Update the ADRC website by carrying over and hosting the landing pages for the State, Hawaii, Maui, and Kauai Counties. Manage the website function, content, links, and design.
- 3) Revamp the City and County of Honolulu landing page, content, functions, links, and designs.
- 4) Manage website engagement analytics and provide quarterly reports.

b. Year 2 (May 1, 2025 – April 30, 2026)

- 1) Redesign and update the landing pages for the state of Hawaii, Hawaii, Maui, and Kauai Counties.
- 2) Ensure standardization across websites.
- 3) Continued maintenance as described in 2.2.A.
- 4) Manage website engagement analytics and provide quarterly reports.

c. Years 3 to 6 (May 1, 2027 – April 30, 2030)

- 1) Website hosting for the ADRD, ADRC, and AEOS programs.
- 2) Provide ongoing maintenance of the website and links.
- 3) Continue to provide technical assistance to ensure website remains updated and operational 24/7, 365 days a year, and comply with industry and State of Hawaii standards.
- 4) Continue ongoing search engine optimization program.
- 5) Manage website engagement analytics and provide quarterly reports.

2.4 Basic Offeror Qualifications

Primary selection for this Award shall be based on the ability to meet the scope of work and price. To be considered a responsive quote, the OFFEROR placing the submission must have met the following qualifications, subject to review and verification:

- 2.4.1. At least three (3) years of relevant experience assembling, designing, hosting, managing, and maintaining a complex website for a government agency that focuses on educating and assisting older adult users. Experience must include the following:
 - a. Proficiency with web development tools such as Dreamweaver, WordPress, and website Analytics.
 - b. Managing website applications and plug-ins, including search engine optimization.
 - c. Optimizing cross-platform compatibility on all major desktop or mobile browsers.
 - d. Securing websites against hostile intrusion or malicious attack.
 - e. Conducting fail-safe, rolling backups of website content.
 - f. Tracking, evaluating, and reporting of performance-based website analytics.

- g. Management of search engine optimization program.
- h. Host and provide a secure platform with 24/7 uptime.

2.4.2 Vendor Compliance. To be awarded a contract under this solicitation, the OFFEROR must be compliant with all laws governing entities doing business in the State, including the following chapters and pursuant to HRS 103D-310(c). The State will verify compliance on Hawaii Compliance Express (HCE) OFFEROR should register with HCE prior to submitting an offer at <https://vendors.ehawaii.gov>. To be considered a responsive proposal, the vendor is required to provide an HCE "Certificate of Vendor Compliance" upon submission of their proposal. Vendor also agrees to remain in compliance until the completion of the project period.

2.5 Administrative requirements and Qualifications. Website Creation, Management, Hosting, Security, Marketing, & Content Services

- 2.5.1. The OFFEROR shall be able to provide unlimited disk storage and unlimited bandwidth as needed.
- 2.5.2 The OFFEROR shall create and manage at least 10 IMAP email addresses for each domain.
- 2.5.3 The OFFEROR shall provide hosting (IMAP/Webmail email accounts) and technical support for up to 3 users per site.
- 2.5.4 The OFFEROR shall provide up-to-date current firewall and SSL certificates for the ongoing function and security of the websites.
- 2.5.5 The OFFEROR shall develop and manage monthly search engine optimization program to ensure the websites are effectively displayed and continues to be visible for end-user searches.
- 2.5.6 The OFFEROR shall incorporate user-centered web design in all websites and include accessibility features to ensure that persons with visual impairments, hearing impairments, motor impairments, limited English proficiencies, or cognitive impairments are able to navigate the website and understand with the information.
- 2.5.7 The OFFEROR shall perform routine maintenance, updates, and backup of all website content and software to ensure its proper function and security (24/7 network monitoring). An emergency automatic fail-over system shall be in place to ensure rolling back-ups of data and that in the event of hostile intrusion or malicious attack, only approved content is always displayed on the websites.
 - a. The OFFEROR shall always regard the websites, as approved and authorized by EOA, as an official representation of EOA and DOH.
 - b. Accordingly, the OFFEROR shall, in good faith, make all reasonable efforts to ensure the security of the website against external intrusion and to prevent downtime due to hardware or software malfunction.
 - c. The website is expected to function on a 24/7 basis with an automatic fail-over system in the event of a catastrophic event that presents the identical website content as authorized prior to disruption of service.
 - d. The OFFEROR shall only post substantively new content approved by assigned EOA or AAA staff respectively.

- e. The OFFEROR shall provide an interface for EOA to have administrative access to the website and domain, which shall be the property of the EOA.
- f. The OFFEROR shall, in the event of termination of services, provide to the EOA an archive of all website content, including, but not limited to, graphics, text, multimedia content, video, source code employed, purchased software or software licenses (if applicable), and any elements to be archived for backup from the start of service.
- g. Provide a minimum of 20 hours per month of technical support to EOA staff by email, phone, or video conference for all issues and consultations related to the websites.
- h. For federal and state reporting purposes, provide monthly, quarterly, and annual summary in simple, easy-to-understand format of website performance/analytics.
- i. Attend planning and reporting meetings, as requested, with EOA staff and/or AAA staff and/or advertising partners to review website and campaign performance, content updates, and new marketing initiatives.
- j. Track performance of blog articles and social media posts and provide reporting to EOA staff as requested, to ensure content stays current as a resource for helpful information.

2.6 TERM OF CONTRACT

The contract shall be for a period of six years from May 6, 2024, through April 30, 2030.

[This is a multi-term contract in accordance with HAR sec. 3-122-149.](#)

The objective of the multi-term contract is to encourage effective competition or otherwise promote economies in the procurement of goods and services. A multi-term contract extends over more than one fiscal period, but funds are available for only the initial fiscal period, and the contractual obligation of both parties in each fiscal period succeeding the first is subject to the appropriation and availability of funds. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled, and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the good or service delivered under the contract.

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

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

2.7 CONTRACT ADMINISTRATOR

Christopher Tu, Grants Manager, (808) 586-0100, or Christopher.Tu@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 Offeror understands the requirements of the RFP pursuant to Hawaii Revised Statutes 103D. Offeror must also become familiar with State, local, and Federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work required.

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

3.3 PROPOSAL PREPARATION COSTS

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

3.4 TAX LIABILITY

3.4.1 Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Contractor is advised that they are liable for the Hawaii GET at the current 4.5% for sales made on Oahu, and at the 4% rate for the islands of Hawaii, Maui, Molokai, and Kauai. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax-exempt status and cite the HRS chapter or section allowing the exemption.

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

3.5 PROPERTY OF STATE: All proposals become the property of the State of Hawaii.

3.6 CONFIDENTIAL INFORMATION

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

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

3.7 EXCEPTIONS

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

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

3.8 PROPOSAL OBJECTIVES

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

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

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

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

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

3.9 PROPOSAL FORMS

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

3.9.2 Offer Form, Page OF-1. Offer Form, OF-1 is required to be completed using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable, in the appropriate space on Offer Form, OF-1 (SECTION SEVEN, Attachment 1). Failure to do so may delay proper execution of the Contract.

The Offeror's authorized signature on the Offer Form, OF-1 shall be an original signature in ink, which shall be required before an award, if any, can be made. The submission of the proposal shall indicate Offeror's intent to be bound.

3.9.3 Offer Form, Page OF-2. Pricing shall be submitted on Offer Form OF-2 (SECTION SEVEN, Attachment 2). The price shall be the all-inclusive cost, including the GET, to the State. The OFFEROR shall submit a budget for each annual time period.

3.10 PROPOSAL CONTENTS

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

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

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

- a. The general scope of work to be performed by the subcontractor.
- b. The subcontractor's willingness to perform for the indicated.

3.10.4 Provide all the information requested in this RFP in the order specified.

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

- a. Transmittal Letter
See SECTION SEVEN, Attachment 1, Offer Form OF-1.
- b. Experience and Capabilities.
 - i. Relevant Experience: At least three (3) years of experience assembling, designing, hosting, managing, and maintaining a complex website for a

government agency that focuses on educating and assisting older adult users. Experience must include the following:

1. Proficiency with web development tools such as Dreamweaver, WordPress, and website Analytics
 2. Managing website applications and plug-ins, including search engine optimization.
 3. Optimizing cross-platform compatibility on all major desktop or mobile browsers.
 4. Securing websites against hostile intrusion or malicious attack.
 5. Conducting fail-safe, rolling backups of website content.
 6. Tracking, evaluating, and reporting of performance-based website analytics.
 7. Management of search engine optimization program.
- ii. Vendor Compliance. To be awarded a contract under this solicitation, the OFFEROR must be compliant with all laws governing entities doing business in the State, including the following chapters and pursuant to HRS 103D-310(c). The State will verify compliance on Hawaii Compliance Express (HCE) for awards \$2,500 or greater. OFFEROR should register with HCE prior to submitting an offer at <https://vendors.ehawaii.gov>. To be considered a responsive proposal, the vendor is required to provide an HCE "Certificate of Vendor Compliance" upon submission of their proposal. Vendor also agrees to remain in compliance until the completion of the project period.
 - iii. Provide a complete, relevant, and current client listing.
 - iv. The number of years Offeror has been in business and the number of years Offeror has performed services specified by this RFP.
 - v. A list of key personnel and associated resumes for those who will be dedicated to this project.
 - vi. 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.
 - vii. 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.
 - viii. A list of sample projects and/or examples of written plans.
 - ix. Proposal including an overall strategy, timeline, and plan.

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

3.11 RECEIPT AND REGISTER OF PROPOALS

Proposals must be submitted **electronically** on the State of Hawaii eProcurement website at www.hiepro.ehawaii.gov no later than 4:30 p.m., Hawaii Standard Time (HST), on Monday, April 22, 2024.

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

3.12 BEST AND FINAL OFFER (BAFO)

If the State determines a BAFO is necessary, it shall request one from the Offeror. The Offeror shall submit its BAFO and any BAFO received after the deadline or not received shall not be considered.

3.13 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF OFFERS

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

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

3.14 MISTAKES IN PROPOSALS

3.14.1 Mistakes shall not be corrected after award of contract.

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

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

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

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

Technical irregularities are matters of form rather than substance evident from the proposal document, or insignificant mistakes that can be waived or corrected without prejudice to other Offerors; that is, when there is no effect on price, quality, or quantity. If discussions are not held or if best and final offers upon which award will be made have

been received, the Procurement Officer may waive such irregularities or allow an Offeror to correct them if either is in the best interest of the State. Examples include the failure of an Offeror to: return the number of signed proposals required by the request for proposals; sign the proposal, but only if the unsigned proposal is accompanied by other material indicating the Offeror's intent to be bound; or to acknowledge receipt of an amendment to the request for proposal, but only if it is clear from the proposal that the Offeror received the amendment and intended to be bound by its terms; or the amendment involved had no effect on price, quality or quantity.

SECTION FOUR

EVALUATION CRITERIA

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

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

4.1 Cost of services (40)

4.2 Relevant experience and capability (10)

- 4.2.1 Number of years in business
- 4.2.2 Complete, relevant, and current client listing.
- 4.2.3 List of key personnel and associated resumes for those who will be dedicated to this project.

4.3 Proficiency in Website Development, Management, Maintenance and Technical Assistance (20). Offeror must describe the following and give examples.

- 4.3.1 Proficiency with web development tools such as Dreamweaver, WordPress, and website Analytics
- 4.3.2 Managing website applications and plug-ins, including search engine optimization.
- 4.3.3 Optimizing cross-platform compatibility on all major desktop or mobile browsers.
- 4.3.4 Provide technical assistance to ensure websites remain updated and operational 24/7, 365 days a year, and comply with industry and State of Hawaii standards.
- 4.3.5 Securing websites against hostile intrusion or malicious attack.
- 4.3.6 Conducting fail-safe, rolling backups of website content.
- 4.3.7 Tracking, evaluating, and reporting of performance-based website analytics.
- 4.3.8 Management of search engine optimization program.

4.4 Project Proposal (30)

4.4.1 Description of Methodology

- 4.4.1.1 Timeline- Offeror shall describe the timeline they expect to start and complete all deliverables.
- 4.4.1.2 A list of sample projects and/or examples of written plans or websites created.
- 4.4.1.3 Proposal shall include an overall strategy and plan.

4.4.2 Expected Results

- 4.4.2.1 Increase number of hits to the websites.
- 4.4.2.2 Increase time spent on each website.
- 4.4.2.3 Clean and appealing design of ADRC website and ADRD website to align with the look of the SHIP, SMP and LTCOP websites.

SECTION FIVE

CONTRACTOR SELECTION AND CONTRACT AWARD

5.1 EVALUATION OF PROPOSALS

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

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

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

5.2 DISCUSSION WITH PRIORITY LISTED OFFERORS

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

5.3 AWARD OF CONTRACT

Method of Award. Award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the State based on the evaluation criteria set forth in the RFP.

5.4 RESPONSIBILITY OF OFFERORS

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

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

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

Hawaii Compliance Express. The HCE is an electronic system that allows vendors/contractors/service providers doing business with the State to demonstrate compliance quickly and easily 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 as 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 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:

Caroline Cadirao, Procurement Officer
250 South Hotel Street, Suite 406
Honolulu, Hawaii 96813
Caroline.Cadirao@doh.hawaii.gov

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. No performance or payment bond is required for this contract.

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

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

5.11 INSURANCE

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

1. Commercial General Liability Insurance

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

2. Automobile Liability Insurance

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

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

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

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

5.11.4 The certificates of insurance shall contain the following clauses:

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

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

5.12 PAYMENT

Incremental payments shall be made to the awarded Contractor on a quarterly basis, upon receipt of reports that meet the expectations of the RFP. The receipt of quarterly reports shall be due based on the timeline submitted by the Contractor in the proposal, or as amended.

5.13 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 A: Routine Website Maintenance and Frequency
- Attachment 1: OFFER FORM, OF-1
- Attachment 2: OFFER FORM, OF-2
- Exhibit A: OVERVIEW OF THE RFP PROCESS

ATTACHMENT A: Routine Website Maintenance and Frequency

Weekly:

1. Ensure that website pages and links are loading properly
2. Ensure forms and resources are available to view, download, and complete
3. Search for 404 (links) errors and repair or redirect
4. Update and edit content upon request of program staff
5. Update articles, photos, partner links, and other resources, as requested
6. Install updates to website software and plugin applications
7. Post content on social media and website, as requested
8. Manage Search Engine Optimization (SEO) based on program specific list of keywords
9. Manage secure portals to ensure confidential information is protected
10. Assist with removal of spam and unwanted comments from social media platforms
11. Run a backup to ensure a current version of the website is stored regularly on server

Monthly:

1. Manage website email listserv and conduct email campaign, as requested
2. Upload popups and ensure call to action request buttons redirect to accurate forms
3. Track popular blogs and posts to help programs upload relevant information and stay current
4. Monitor security to ensure malware or hackers have not breached firewalls
5. Ensure the load speed is at maximum capacity, and address issues that may slow load speed
6. Upload PDF versions and links to redirect to current resources

Quarterly:

1. Review and enhance website design and structure
2. Update content, graphics, and images
3. Test website on all devices and browsers to ensure pages display correctly
4. Attend meetings with marketing/advertising partners to discuss campaign effectiveness

Annually:

1. Renew website domain name (SMP, SHIP, LTCOP)
2. Renew website hosting (SMP, SHIP, LTCOP)
3. Renew subscriptions for current features, including but not limited to Search Engine Optimization, resource library, and other website-related features as required (SMP, SHIP, LTCOP)
4. Update contact information, as needed

**OFFER FORM
OF-1**

[Title of RFP]
STATE OF HAWAII
DEPARTMENT OF [Dept name]
RFP-XX-XXX-SW

Procurement Officer
[Dept / Agency]
State of Hawaii
Honolulu, Hawaii 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, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

Sole Proprietor Partnership *Corporation Joint Venture
 Other _____

*State of incorporation: _____

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

Federal I.D. No. _____

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

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

Respectfully submitted:

Date: _____

(x) _____
Authorized (Original) Signature

Telephone No.: _____

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**

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

\$ _____

Note:

- 1. Pricing shall include labor, materials, supplies, all applicable taxes, and any other costs incurred to provide the specified services.**
- 2. Please describe the price per year = total described above.**

Offeror _____
Name of Company

OVERVIEW OF THE RFP PROCESS

- 1. The RFP is issued pursuant to Subchapter 6 of HAR Chapter 3-122, implementing HRS §103D-303.**
- 2. The procurement process begins with the issuance of the RFP and the formal response to any written questions or inquiries regarding the RFP. Changes to the RFP will be made only by Addendum.**
- 3. Proposals shall be received electronically on HiePro. The register of proposals and Offerors' proposals shall be open to public inspection after posting of the award.**
- 4. 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. 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.**
- 6. 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.**
- 7. 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.**
- 8. 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.**
- 9. 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.**
- 10. 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.**

- 11. 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.**
- 12. 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.**
- 13. 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.**