

- a. Will the OMCCR provide access to historical seed-to-sale data or any anonymized patient data beyond what is mentioned in section 2.4.1 for market analysis? If so, what are the data formats and how extensive is this data?

The CONTRACTOR shall determine whether historical survey data are required for their predictive modeling. Historic data of the program can be made available to the CONTRACTOR as needed and appropriate.

- b. In section 2.4.3(a), the RFP requests that we account for cannabis demand from tourists. Will the state provide tourism-related data or guidance on specific sources that should be used to predict tourism-driven demand?

*OMCCR will provide contact information for the Hawaii Tourism Authority (HTA) <https://www.hawaiitourismauthority.org/what-we-do/>
It is the CONTRACTOR's responsibility to work with the HTA to obtain the data they feel necessary to complete their study.*

- c. For the analysis of the gray and illicit markets (sections 2.4.2 and 2.4.4(l)), what level of detail is expected? Should this include estimations based on law enforcement data, or are other data sources preferred?

It is preferred that the CONTRACTOR utilizes data obtained from law enforcement sources to base their analysis of the gray and illicit markets. Other data sources will be considered as well.

- d. In section 2.4.4(a), are there any specific economic metrics or key performance indicators (KPIs) that the OMCCR prioritizes for evaluating the sustainability of the cannabis market, such as job creation, revenue generation, or public health outcomes?

None at this time.

- e. For section 2.4.4(f) on encouraging small business participation, does the OMCCR have any existing frameworks or models from other industries that should guide our recommendations? Is there a specific goal or percentage for small business participation?

OMCCR does not have any frameworks or models from other industries. The CONTRACTOR is advised to use data obtained from other states medical and adult use programs to base their analysis.

- f. In section 2.4.5(f), what level of detail is expected for environmental impacts, particularly concerning cannabis cultivation and manufacturing? Should we incorporate specific case studies from other states or rely on more generalized environmental data?

Please use specific case studies for all analysis.

- g. In section 2.4.4, is there an expectation to propose detailed licensing fee structures, or are general recommendations sufficient?

General recommendations are fine, as long as they are based on real world analysis.

- h. For the future cannabis market size predictions (section 2.4.3), are there any particular states or jurisdictions the OMCCR sees as key comparators for Hawaii?

The states that are similar in size and present similar geographic difficulties include; Alaska, Maine, Maryland, and Nevada.

- i. Regarding section 2.4.4(e) about establishing canopy limits, should we explore a range of scenarios (e.g., different limit sizes based on the number of licenses), or does the OMCCR have a preferred methodology for determining optimal canopy limits?

Please present a range of scenarios based on data obtained from other states and jurisdictions.

- j. In section 2.4.4(j), related to the impact of reduced or waived fees on diversity, are there specific diversity metrics the OMCCR is prioritizing (e.g., gender, race, or economic background) for applicants?

Diversity analysis should include businesses owned by minorities, women, and other socially and economically disadvantaged persons, with a focus on Native Hawaiians and applicants from communities impacted by cannabis arrests.

- k. What level of sophistication is required for the predictive modeling on cannabis demand and supply (section 2.4.3)? Should this include advanced simulations or will standard econometric methods suffice?

OMCCR relies on the CONTRACTOR to determine the most appropriate modeling methods based on available data or data that can be collected within the contract's scope. Since there is no historical data on adult-use of cannabis in Hawaii, econometric methods may be sufficient, although it would be ideal if historical purchase data from other states can be applied to the models to inform demand projections in Hawaii. OMCCR can provide survey data on cannabis products obtained from non-legal sources by Hawaii residents in 2022 and 2023, collected as part of the International Cannabis Policy Study, with details on methods and survey questionnaire available at <https://cannabisproject.ca/methods/>.

- l. Are there any particular cost-saving measures or efficiency considerations that should be factored into the proposed budget, especially with regard to the deliverables' timelines?

Not at this time.

- m. Tax Clearance: Section 17(d) references the need for a tax clearance certificate. Are there any specific forms or processes for obtaining this certificate beyond what is listed, especially for out-of-state entities?

Please refer to the Hawaii Department of Tax website, located at https://tax.hawaii.gov/geninfo/a2_b2_3tax_clearance/.

- n. In section 19(a), modifications must be made in writing, and section 20 allows for unilateral change orders by the agency procurement officer. Could you clarify the process for negotiating price adjustments and time extensions due to modifications, especially in cases where there are disagreements?

Any mutual modification to the contract must be made in writing and signed by both the CONTRACTOR and the OMCCR. These written modifications will usually include a negotiated change to the cost or time of performance, if necessary. If there is disagreement, the change in cost will be determined in accordance with the price adjustment clause in General Conditions paragraph 21.

The OMCCR may also make changes to the contract through a change order pursuant to General Conditions paragraph 20. If a change order results in an adjustment of the cost of the contract or time of performance, that adjustment will be either negotiated or determined in accordance with the price adjustment clause in the General Conditions paragraph 21.

- o. Section 6 outlines the process for subcontracting. Are there limits on the number or type of subcontractors that can be engaged, and is there a preferred timeline for seeking approval of subcontractors from the state?

There are no limitations regarding the number of subcontractors. The CONTRACTOR will have to handle all contracts and business requirements for the subcontractors. Any subcontractor retained or used to complete the contract should be outlined in the proposal as part of the Project Organization, Schedule, and Staffing. See paragraph 3.6 of RFP no. 2025-2. If subcontractors are engaged after the contract is awarded, no work may be done by the subcontractor until approved by the OMCCR.

- p. Can you provide more details on how payments are processed, particularly for projects that may involve federal funds, as mentioned in section 18? Are there specific reporting requirements tied to these payments?

There are no federal funds involved in this contract. The state of Hawaii is funding this contract in its entirety. The award of a contract and any allowed renewal or extension thereof, is subject to allotments made by the Director of Finance, State of Hawaii, pursuant to HRS Chapter 37, and in accordance with §103D-309, HRS, and subject to the availability of State funds.

- q. Section 9 addresses the potential for liquidated damages. Could you clarify how liquidated damages are calculated, especially for delays caused by factors outside the contractor's control, like supply chain disruptions?

The amount for liquidated damages that may be assessed per day is negotiated and outlined in the final contract awarded. Delays or nonperformance that may be excusable and not subject to liquidated damages are outlined in General Conditions subparagraph 13(d).

- r. Section 14 allows for termination for convenience. If the contract is terminated under this provision, is there a standard process for the contractor to claim compensation for partially completed work or incurred costs?

The process for submitting a claim following a termination for convenience is outlined in General Conditions paragraph 14(d).

- s. Section 42 covers the protection of personal information. Are there any additional data security requirements or specific technological safeguards that must be implemented beyond the "technological safeguards" mentioned?

All personal information given or made available to the CONTRACTOR is considered confidential and shall be safeguarded and not disclosed without written approval of the OMCCR. CONTRACTOR must ensure sufficient safeguards to meet this standard, including what is explicitly outlined in General Conditions paragraph 42, such as security awareness training, confidentiality agreements, and record retention requirements.

- t. Section 28 outlines the state's right to audit the contractor's books and records. How frequently can audits be conducted, and what specific documentation is expected to be maintained and provided?

The OMCCR may audit the books and records of the CONTRACTOR at reasonable times and places. CONTRACTOR is expected to maintain and have available all cost and pricing data, and all items pertaining to the contract including subcontracts.

- u. Section 15 discusses claims based on actions or omissions of the procurement officer. What is the typical timeframe for resolution of such claims, and is there a standard process for appeals if the contractor disagrees with the procurement officer's decision?

A reasonable amount of time is allotted for the resolution of any claims based on the actions or omissions of the Agency Procurement Officer. Claims based on the Agency Procurement Officer's actions or omissions are made through the process outlined in General Conditions paragraph 15. Claims are settled by negotiation, or handled through the process outlined in the General Conditions or as otherwise allowed by law.

- v. Can you clarify any specific insurance coverage or limits that the contractor must maintain throughout the duration of the contract? This was not explicitly mentioned in the general conditions but may be required.

Prior to contracting, owners of all forms of business doing business in the state except sole proprietorships, charitable organizations, unincorporated associations and foreign insurance companies shall be registered and in good standing with the Department of Commerce and Consumer Affairs (“DCCA”), Business Registration Division. Foreign insurance companies must register with DCCA, Insurance Division. More information is on the DCCA website. Refer to Section 1.3, Website Reference for DCCA website address.

- w. For contracts involving federal funds (section 18), are there any specific compliance or reporting requirements that differ from those for state-funded projects?

This contract does not involve federal funds.