



DEPT OF LAW ENFORCEMENT

RELEASE DATE: December 5, 2025 **REVISED January 5, 2026**

REQUEST FOR PROPOSALS
No. RFP-OHS-11A

SEALED OFFERS
FOR

Office of Homeland Security GIS Specialist / Analyst Contractor

STATE OF HAWAII
DEPARTMENT OF LAW ENFORCEMENT
OFFICE OF HOMELAND SECURITY

WILL BE RECEIVED UP TO 2:00 P.M. (HST) ON

JANUARY 23, 2026

DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO STATE OF HAWAII,
DEPARTMENT OF LAW ENFORCEMENT, OFFICE OF HOMELAND SECURITY, MS. JIMMIE
COLLINS, TELEPHONE (808) 460-8000, OR E-MAIL AT JIMMIE.L.COLLINS@HAWAII.GOV.

Russell Fong
Procurement Officer

Department of Law Enforcement
Name of Department

RFP-OHS-11A

TABLE OF CONTENTS

	<u>Page</u>
SECTION ONE: INTRODUCTION, TERMS AND ACRONYMS AND KEY DATES.....	1
SECTION TWO: BACKGROUND AND SCOPE OF WORK	4
SECTION THREE: PROPOSAL FORMAT AND CONTENT.....	8
SECTION FOUR: EVALUATION CRITERIA.....	14
SECTION FIVE: CONTRACTOR SELECTION AND CONTRACT AWARD.....	15
SECTION SIX: SPECIAL PROVISIONS.....	21
SECTION SEVEN: ATTACHMENTS AND EXHIBITS.....	24
<ul style="list-style-type: none">• Attachment 1: OFFER FORM, OF-1• Attachment 2: OFFER FORM, OF-2• Attachment 3: OFFER FORM, OF-3• Exhibit A: AG 103D GENERAL CONDITIONS• Exhibit B: OVERVIEW OF THE RFP PROCESS	

SECTION ONE
INTRODUCTION, TERMS AND ACRONYMS, KEY DATES

1.1 INTRODUCTION

Notice is hereby given that pursuant to Chapter 103D, Hawai'i Revised Statutes, as amended, (hereinafter "HRS"), The State of Hawai'i Department of Law Enforcement (DLE), Office of Homeland Security (OHS) will be accepting proposals from qualified firms for a Geographic Information Systems (GIS) Specialist / Analyst Contractor. The GIS Specialist / Analyst Contractor shall be responsible for the development and management of the Critical Infrastructure – Common Operating Picture (CI-COP) platform to ensure compatibility with Planning and Operations Branch and its statewide Critical Infrastructure Security and Resilience Program guidance and standards for GIS program design, development, data integration and integrity, map production, and visualization tooling. The selected Contractor will serve as coordinator for the systematic collection, storage, sharing, and retrieval of relevant critical infrastructure data elements and data sharing agreement documentation; analytical tool integrations/utilization; and user/user hub management under the direction of the Chief, Planning and Operations supporting activities for the DLE, OHS.

This RFP may be downloaded from the State Procurement Office (hereinafter "SPO") State of Hawai'i eProcurement System ("HlePRO") website at <https://hiepro.ehawaii.gov> beginning December 3, 2025.

Proposals shall be submitted no later than 2:00 PM Hawai'i Standard Time (hereinafter "HST") January 21, 2026. Proposals shall be submitted through the HlePRO website <https://hiepro.ehawaii.gov>

The DLE-OHS reserves the right to reject any and all proposals and to accept any proposal in whole or in part when in the best interest of DLE-OHS and the State. Questions relating to this solicitation will be directed to the RFP Coordinator, Ms. Jimmie L. Collins, Chief, Planning and Operations, State of Hawai'i Department of Law Enforcement, Office of Homeland Security (808) 460-8000 jimmie.l.collins@hawaii.gov.

1.2 CANCELLATION

This 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

BAFO	=	Best and Final Offer
CPO	=	Chief Procurement Officer
DAGS	=	Department of Accounting and General Services
DLE	=	Department of Law Enforcement
GC	=	General Conditions, issued by the Department of the Attorney General
GET	=	General Excise Tax

GP	=	General Provisions
HAR	=	Hawai'i Administrative Rules
HlePRO	=	Hawaii eProcurement System is the State eProcurement system, a system for issuing solicitations, receiving responses, and issuing notices of award.
HRS	=	Hawai'i Revised Statutes
HST	=	Hawai'i Standard Time
HOPA	=	Head Of Procuring Agency
OHS	=	Office of Homeland Security
PO	=	The procurement officer for the State of Hawai'i, Department of Law Enforcement
RFP	=	Request for Proposals
State	=	State of Hawai'i, 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 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	December 3, 2025
Pre-proposal Conference (10:00 am HST)	December 10, 2025
Due date to Submit Questions	December 15, 2025
State's Response to Questions*	December 18, 2025
Proposals Due date/time	January 23, 2026
Proposal Evaluations	January 23, 2026
Discussion with Priority Listed Offerors (if necessary)	January 23, 2026
Best and Final Offer (if necessary)	January 28, 2026
Notice of Award	January 30, 2026
Contract Start Date	February 6, 2026

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: December 10, 2025
Time: 2:00 pm
Location: State of Hawai'i Department of Law Enforcement
Office of Homeland Security
Building 306A
3949 Diamond Head Road
Honolulu, Hawaii 96816-4495

1.6 SUBMISSION OF QUESTIONS

Offerors are encouraged to submit questions pertaining to this RFP. Questions must be submitted to the RFP Coordinator through the HlePRO website: <https://hiepro.ehawaii.gov> no later than the "Due Date to Submit Questions" date, identified in Section One, Item 1.4. All questions will be responded to in an addendum to this RFP and posted to the HlePRO website no later than the Due Date identified in Section One, Item 1.4. , *RFP Schedule and Significant Dates*, as amended.

The only official position of the DLE-OHS is that which is stated in writing and issued in this RFP and/or as addenda to this RFP. No other means of communication, whether oral or written, will be considered as a formal or official response or statement, and may not be relied upon as such.

1.7 RFP AMENDMENTS

DLE-OHS reserves the right to amend this RFP at any time prior to the proposal submission deadline. Amendments to this RFP will be posted to the HlePRO website <https://hiepro.ehawaii.gov>.

1.8 INTELLECTUAL PROPERTY RIGHTS

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

The Offeror understands that the information obtained from these efforts is the sole property of the DLE-OHS, that any use of the information must be approved by the DLE-OHS Contract Administrator, and that any information and all materials used to complete the project will be returned to DLE-OHS.

SECTION TWO

BACKGROUND AND SCOPE OF WORK

2.1 PROJECT OVERVIEW AND HISTORY

The State of Hawai'i Department of Law Enforcement, Office of Homeland Security, is tasked to assist authorities in providing for the safety, welfare, and defense of the people of Hawai'i. No single agency at the local, state, federal, or private level possesses the authority and the expertise to act unilaterally on the many complex issues that could arise in response to Homeland Security threats. Action requires open communication and coordination between and among OHS and various public and private partners, especially law enforcement, public safety, public health, and emergency management.

A determination has been made that the DLE-OHS is unable to secure these services through a low bid process. Factors included in the determination are: 1) price is not the primary consideration in determining an award; 2) the resulting contract may need to be other than a fixed price type; 3) the specifications for the services cannot be sufficiently described through the low bid process; 4) oral or written discussion may need to be conducted with Offerors concerning their proposals; 5) Offerors may need to revise their proposal, including price; and 6) the award needs to be based on a comparative evaluation in order to determine the most advantageous offering to DLE-OHS. To that end, a low bid process is not practicable.

This RFP is issued under the provisions of Chapter 103D, HRS, as amended, and its companion administrative rules. Offerors are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any Offeror will constitute admission of such knowledge on the part of such Offeror.

2.2 SCOPE OF WORK

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

The Geographic Information Systems (GIS) Specialist is responsible for the development and management of the Critical Infrastructure – Common Operating Picture (CI-COP) platform to ensure compatibility with Planning and Operations Branch and its statewide Critical Infrastructure Security and Resilience Program guidance and standards for GIS program design, development, data integration and integrity, map production, and visualization tooling. The contractor will serve as the coordinator for the systematic collection, storage, sharing, and retrieval of relevant critical infrastructure data elements and data sharing agreement documentation; analytical tool integrations/utilization; and user/user hub management under the direction of the Chief, Planning and Operations.

The selected Contractor must demonstrate expertise with specific ArcGIS technologies (e.g., Web AppBuilder, Experience Builder, ArcGIS API for JavaScript) and other mapping platforms, expertise in web development frameworks and languages (e.g., HTML, CSS, JavaScript) and show an understanding of GIS concepts and best practices.

1. Project Goal and Objectives/Milestones

A. Project Goal

The goal of this project is to develop the authoritative Hawaii State critical infrastructure database and visualization platform to support and enhance the critical infrastructure protection mission of OHS, to include improving data inventory and establishing a data-driven analysis capability, meeting the following goals:

B. Objectives

1. **Expand the Foundation - Build and maintain a modern enterprise geospatial system with established best practices to guide data centralization, security, standardization, accessibility, analysis, and management.**
 - Understand current technical capabilities and outstanding needs to create an expansion plan for the organization's newly implemented Enterprise GIS.
 - Expand the ArcGIS Online and ArcGIS Enterprise Governance Policy to provide a framework for managing, supporting, and enabling authorized users.
2. **Build Capacity - Increase access to and understanding of geospatial capabilities to improve data quality, collaboration, & decision support.**
 - Create and implement workforce development plans which provide an understanding of how to leverage GIS and develop a pathway for employees to grow their skills and privileges.
 - Identify opportunities for automation to streamline time-consuming administrative or repetitive tasks and routine reports
 - Inventory and connect with existing databases and business systems to promote visualization and analysis
3. **Enable Users - Enable access to and collection of authoritative data for relevant maps, apps, and other geospatial assets across divisions.**
 - Identify and support data stewards for high priority data sources.
 - Work towards centralized, modernized, and easy to access authoritative data
 - Build out applications and map templates to increase opportunities for self-service scenarios.
 - Establish a community of practice around GIS
 - Support partners' interest in geospatial and technical training
 - Develop GIS champions to drive adoption
 - Provide access to current and cutting-edge technology
 - Encourage multi-agency collaboration, communication, and resource sharing around geospatial projects and initiatives
4. **Drive Solutions - Create and sustain modern, reliable, and repeatable geospatial solutions to address key organization needs and workflows**
 - Establish a geospatial community of practice with regular meetings to collaborate and increase the application and awareness of location intelligence.
 - Continue to cultivate existing partnerships and develop new partnerships where applicable.
 - Identify high impact needs and develop a spatial app or dashboard that will be valuable internally, with components eventually being shared to the public.
 - Ensure that public facing apps are produced using the latest technology.

2.3 TERM OF CONTRACT

The contract shall be a Fixed-Price basis contract for a period of 12 months and is intended to begin approximately February 2026 and end on January 31, 2027.

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

Unless terminated, the Contractor and the State may extend the term of the contract. The following conditions must be met for an extension.

- A. The Offeror experienced cost savings and has unexpended funds available that can be used to provide additional goods and services within the Scope of Work; or
- B. The DLE-OHS determines there is an ongoing need for services and has the funds to extend services for an additional twelve-month period, not to exceed four (4) extensions for a total of forty-eight (48) months. Contract extensions will be awarded as agreed upon in the primary Contract. Exceptions will be granted upon satisfactory justification such as increases in cost of goods or services; and
- C. A supplemental Contract must be executed prior to expiration of the primary contract; and
- D. The Offeror must obtain DLE-OHS's approval in writing.

The option to extend the contract will be at the sole discretion of DLE. The contract will be extended at the same rates as proposed in the original proposal unless price adjustments are negotiated. Submission of a proposal constitutes acknowledgement by the Offeror that the Offeror is able and willing to contract for services for the duration of the contract period. If the Offeror is unwilling or unable to fulfill the scope of services described in the contract, DLE reserves the right to assign the costs of re-procurement to any payment owed under the Contract. These costs may include without limitations reproduction costs, staff time, and postage.

2.4 CONTRACT ADMINISTRATOR

The State of Hawai'i Department of Law Enforcement, Office of Homeland Security is responsible for administrating and monitoring the contract. The Designated Contract Administrator is responsible for monitoring the activities performed under the Contract and is identified as:

Glen Badua, Homeland Security Grants Administrator
State of Hawai'i Department of Law Enforcement
Office of Homeland Security
3949 Diamond Head Road
Honolulu HI 96816
(808) 460-8659
glen.m.badua@hawaii.gov.

Any changes in the DLE-OHS Contract Administrator or his/her designated representative will be provided in writing to the Offeror. The DLE-OHS reserves the right to make changes to the DLE-OHS Contract Administrator.

Once the Offeror has received the Notice to Proceed, all communications regarding approvals, reports and requests shall be directed to the DLE-OHS Contract Administrator.

2.5 CONTRACT MONITORING AND REMEDIES

A. Monitoring

1. The satisfactory provision of goods and services will be monitored by the DLE-OHS Contract Administrator. Performance will be monitored on an ongoing basis by the DLE through desk monitoring and/or other methods by the DLE Contract Administrator and his/her designated representative(s).
2. Should the Offeror fail to comply with the requirements of the Contract, the DLE may request a written corrective action plan, a timeline for implementation, and the responsible parties to DLE. DLE will monitor the Offeror for implementation of the corrective action plan. DLE reserves the right to request regular or additional report(s) on progress towards compliance with the Contract and the corrective action plan.
3. Should the Offeror continue to fail to comply with the requirements of the contract, DLE reserves the right to engage the services of another to perform the services to remedy the defect or failure and to deduct such costs from monies due to the Offeror or to directly assess the Offeror.
4. In the event the Offeror fails, refuses, or neglects to perform the services in accordance with the requirements of this RFP and the contract, DLE reserves the right to purchase in the open market corresponding services and to deduct this cost from the monies due or that may thereafter become due to the Offeror. If monies due to the Offeror are insufficient for this purpose, the Offeror shall pay the difference upon demand by DLE. DLE may also utilize all other remedies provided under the contract and/or as permitted by law.

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. 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 Department of Law Enforcement, Office of Homeland Security 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. Contractors are advised that they are liable for the Hawaii GET at the current 4.5% rate. 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 EIN. and Hawaii General Excise Tax License 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 provide justification to support the Offeror's confidentiality claim. Note that price and the provisions of required minimum services are 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 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 to facilitate eventual public inspection of the non-confidential portion of the proposal.
- 3.6.3 If the Offeror marks the proposal Confidential in its entirety, the DLE Procurement Officer will not make a determination of confidentiality and will refer any request to the State's Office of Information Practices.

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. Requests for exceptions from Federal, State or local laws will not be approved.

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 Submitted proposals shall be considered as 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 conflicts with the terms and conditions provided 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. A scanned electronic copy may be uploaded to HlePRO for consideration.

- 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. No other costs will be honored. All unit prices shall be inclusive. A scanned electronic copy may be uploaded to HlePRO for consideration.
- 3.9.4 Offer Form, Page OF-3 Commercial General Liability Insurance policy information and Business References shall be submitted on Offer Form OF-3 (SECTION SEVEN, Attachment 3.) Failure to do so may result in rejection of the Offeror's bid. A scanned electronic copy may be uploaded to HlePRO for consideration.

3.10 PROPOSAL CONTENTS

Proposals must:

- 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 email address 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 of the information requested in this RFP in the order specified.

3.10.5 Be organized into sections, following the exact format listed below using all titles, subtitles, and numbering. 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.
 - 1) A complete, relevant, and current client listing.
 - 2) The number of years Offeror has been in business, and the number of years Offeror has performed services specified by this RFP.
 - 3) A list of key personnel and associated resumes for those who will be dedicated to this project.
 - 4) 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.
 - 5) 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.
 - 6) A list of sample projects and/or examples of written plans.
- c. Proposal including an overall strategy, timeline and plan.
- d. Pricing.
See SECTION SEVEN, Attachment 2, Offer Form OF-2.
- e. Commercial General Liability Insurance
See SECTION SEVEN, Attachment 3, Offer Form OF-3
- f. Exceptions.

3.11 RECEIPT AND REGISTER OF PROPOALS

Proposals shall be uploaded to HlePRO by the due date specified in Section 1.4. 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 submission of offers.

3.14 MISTAKES IN PROPOSALS

3.14.1 Mistakes shall not be corrected after contract award.

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: 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.

3.15 REJECTION OF PROPOSALS

DLE-OHS reserves the right to consider as acceptable and responsive only those proposals submitted in accordance with all requirements set forth in this RFP which demonstrate an understanding of the problems involved and comply with the service specifications. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be rejected without further notice.

A proposal may be automatically rejected for any one (1) or more of the following reasons:

- 1) Cancellation of solicitations and rejection of offers (HAR §3-122-95);
- 2) Cancellation of solicitation (HAR §3-122-96);
- 3) Rejection of offers (HAR §3-122-97);
- 4) Reporting of anti-competitive practices (HAR §3-122-191 to §3-122-196);

5) RESERVED

- 6) Late Proposals (HAR §3-122-16.08);
- 7) Proposal not responsive (HAR §3-122-97(b) and HAR §3-122-97(c)); and
- 8) Offer not responsible (HAR §3-122-97(b) and HAR §3-122-97(c)).

3.16 PAYMENT TO HAWAII INFORMATION CONSORTIUM, LLC dba Tyler Hawaii

The State will use HlePRO to issue the RFP, receive Offers, and issue Addenda to the RFP. As part of this procurement process, Offerors are informed that awards made for this solicitation, if any, shall be done through the HlePRO and shall, therefore, be subject to a mandatory .75% (.0075) transaction fee, not to exceed \$5,000 for the total contract term. HlePRO is administered by Hawaii Information Consortium, LLC dba Tyler Hawaii. Tyler Hawaii shall invoice the Contractor(s) directly for payment of transaction fees. Payment must be made to Tyler Hawaii within thirty (30) days from receipt of the invoice. HIC is an intended third-party beneficiary of transaction fees, which are used to fund the operation, maintenance, and future enhancements of the HlePRO system.

SECTION FOUR

EVALUATION CRITERIA

Evaluation criteria and the associated points are listed below. The award will be made to the responsive 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 130.

1. Competitiveness and Reasonableness of Price (10 points)
Prices shall be evaluated for competitiveness and reasonableness of price. The State may use any or all price analysis techniques and procedures to determine price reasonableness. The State may use any or all price realism techniques and procedures for the purpose of measuring an offeror's understanding of the solicitation requirements, or of assessing the risk inherent in an offeror's proposal.
2. Previous experience, capability and proficiency (45 points)
 - A. Offeror's Overall Project Approach/Business Solution (15)
The Offeror's approach and comprehensiveness of the proposal as it relates to the services requested in Section Two, Scope of Work including the development of the plan/annex/checklist and use of synchronization matrix as a method of planning.
 - B. Offeror Organization and Staffing (30)
Experience of key personnel assigned to the project (including professional work experience in Hawaii and years of hands-on experience with homeland security-related planning and/or specialized planning expertise.
Acknowledgement that any person tasked to the project must obtain Protected Critical Infrastructure Information certification via the Office of Homeland Security.
Offeror experience working with Federal, State, and private sector entities
3. Sample projects and/or examples of written plans, organizational charts, contact trees, etc. (10 points)
4. Past Performance on Projects of Similar Scope for Public Agencies or Private Industry in Hawaii (20 points)

Number of years in the business and the number of years performing services specified in the RFP, to include specialized planning expertise in the areas of planning activities, and emergency management
5. Project Proposal (20 points)
 - A. Demonstrated ability to complete awarded work within allotted time. (Has Offeror failed to complete any awarded work, e.g. terminated for default or failed to complete a contract in the last five (5) years.)
 - B. Development of documents (plan, annex, checklist) based on state and county requirements.
 - D. Offeror must identify planning methodology for successful plan development.

6. Financial/Price Proposal Review (25 points)

The financial/price proposal review will be evaluated for financial and contractual acceptability and reasonableness of the price proposal. The proposal with the lowest cost factor will receive the highest available rating allocated to cost. Each proposal that has a higher cost factor than the lowest will be assigned a lower rating for cost.

The points allocated to higher priced proposals must be equal to the lowest proposal price multiplied by the maximum points available for price, divided by the higher proposal price as follows:

$$\frac{\text{Price of the lowest price proposal} \times 25}{\text{Price of the proposal being rated}}$$

In determining whether a proposal is responsive, DLE-OHS will evaluate the costs and supporting documentation against realistic operational expenses.

SECTION FIVE

CONTRACTOR SELECTION AND CONTRACT AWARD

5.1 EVALUATION OF PROPOSALS

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 responsive 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. HCE is a website 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 required 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 will 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, as amended, HAR §3-126-3, and HAR §3-126-4, an actual or prospective Offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. An actual or prospective Offeror may protest the solicitation or award of services only for a serious violation of procurement policies and operational procedures. Only the following matters may be protested:

1. A state purchasing agency's failure to follow procedures established by Chapter 103D, HRS, as amended.

2. A state purchasing agency's failure to follow any statute established by Chapter 103D, HRS, as amended.
3. A state purchasing agency's failure to follow any procedure, requirement, or evaluation criterion in a request for proposals issued by the state purchasing agency.

The Notice of Protest shall be emailed to the Procurement Officer who is conducting the procurement as indicated below within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto.

Procurement Officer

STATE OF HAWAII, DEPARTMENT OF LAW ENFORCEMENT
Russell Fong, ASO
715 S. King Street, Room 500
Honolulu, Hawaii 96813
Russell.mk.fong@hawaii.gov

A protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. 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 debriefing was completed.

The notice of award, if any, resulting from this solicitation shall be posted on both the HlePRO website <https://hiepro.ehawaii.gov> and the Hawaii Awards & Notices Data System (HANDS), available on the SPO website: <https://hands.ehawaii.gov/hands/>.

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 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 To be eligible for award, the Offeror agrees to acquire insurance from an insurance carrier or carriers licensed to conduct business. Prior to the Contract start date, the Offeror shall furnish to the DLE a valid certificate(s) of insurance as evidence of the existence of the following insurance coverage in the amount not less than the amounts specified. The insurance must be maintained in full

force and effect throughout the entire performance period. Failure to maintain he required insurance is considered a material default of the Contract.

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 \$2,000,000 per occurrence; \$2,000,000 general aggregate per policy year; \$2,000,000 product and completed operations aggregate limit per policy year. 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. Personal and Advertising Injury - \$1,000,000 each occurrence.
3. Umbrella Liability - \$2,000,000 aggregate.
4. Automobile Insurance covering all owned, non-owned, leased, and hired vehicles with Bodily injury liability limits of \$1,000,000 each person and \$1,000,000 per accident; property damage liability limits of \$1,000,000 per accident, or \$2,000,000 combined single limit.
5. Worker's Compensation as required by laws of the State of Hawai'i – Insurance to include Employer's Liability. Such coverage shall apply to all employees of the Offeror and (in case any sub-contractor fails to provide adequate similar protection for all its employees) to all employees of sub-contractors.
6. Professional Liability (Error & Omissions) - \$1,000,000 per claim, \$2,000,000 annual aggregate.

6.11.2 The State of Hawai'i, the DLE, its elected and appointed officials, employees, interns and volunteers shall be named as additional insured with respect to occurrences during or in connection with the performance of this contract. Before the effective date of this Contract, the Offeror agrees to provide the DLE with certificate(s) of insurance necessary to satisfy the DLE that the insurance provision of the Contract has been complied with and to keep such certificate(s) on deposit with DLE during the entire term of this contract. The minimum insurance required shall be in full compliance with the Hawai'i Insurance Code throughout the entire term of the contract, including supplemental contracts, and shall be written by a company authorized to do business in the State of Hawai'i and rated no less than an AM Best rating of A-VIII. The Offeror and its carriers agree to waive their rights of subrogation with respect to any claims covered, or which should have been covered, by valid and collectible insurance, including any deductibles or self-insurance maintained thereunder. Upon request by DLE,

the Offeror shall furnish a copy of the policy or policies that satisfy the insurance requirements of the Contract.

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

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

6.11.5 To satisfy the minimum coverage limits required by the Contract, the Offeror may use an umbrella policy in addition to the mandatory insurance policies (e.g., general liability insurance, automobile insurance, and Workers' Compensation) provided that DLE approves, and the umbrella policy follows the underlying coverage forms.

6.11.6 The Offeror shall notify the DLE and Contract Administrator in writing of any cancellation or substantive change in insurance at least thirty (30) calendar days prior to the effective date of such cancellation or change.

6.11.7 The DLE is a self-insured state agency. The Offeror's insurance shall be primary. Any insurance maintained by the State of Hawai'i shall apply in excess of and shall not contribute to insurance provided by the Offeror.

5.11.8 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."

5.11.9 Other Additional Insurance – The Offeror may, at its own expense, obtain additional insurance coverage for further protection subject to DLE's approval. Requests for approval will include a description of the additional insurance coverage, the amount of the premium, and justification for additional insurance.

5.12 REQUIREMENTS FOR PERFORMANCE BONDS

A Performance Bond is not required for this solicitation.

5.13 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. Vendor invoices shall contain the Purchase Order number, which will be issued upon the full execution of the contract. Pursuant to HRS 103-10, the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion

of projects to make payment. For this reason, the State will reject any offer submitted with a condition requiring interest payments greater than that allowed by HRS 103-10, as amended. The State will not recognize any requirement established by the Contractor and communicated to the State after the award of the contract, which requires payment within a shorter period or interest payment not in conformance with the statute.

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.

5.15 AVAILABILITY OF FUNDS

The award of a Contract and any allowed renewal or extension thereof, are subject to the availability and allotment of State and/or Federal Funds.

5.16 MONITORING AND EVALUATION

The Offeror's performance under the Contract will be monitored and evaluated by the DLE-OHS Contract Administrator or his/her designated representatives, the DLE Procurement Officer, and/or designated representatives.

Failure to comply with all material terms of the Contract may be cause for suspension or termination as provided in the General Conditions. The Offeror may be required to submit additional written reports, including a corrective action plan, in response to monitoring conducted by DLE. These additional reports will not be considered a change to the Scope of Work and will continue for a duration of time as deemed necessary by DLE.

5.17 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTOR PROHIBITED

If awarded a Contract in response to this solicitation, the Offeror agrees to comply with Chapter 11, §11-355, HRS, which states that campaign contributions are prohibited from a State and County government Contractor during the term of the Contract if the Contract is paid with funds appropriated by the legislative body between the execution of the contract through the completion of the Contract.

5.18 SUBCONTRACTING

No work or services will be subcontracted or assigned without the prior written approval of DLE-OHS. No subcontract will under any circumstances relieve the Offeror of his/her obligation and liability under contract with DLE-OHS. All persons engaged in performing the work covered by the Contract will be considered employees of the Offeror.

5.19 ADDITIONAL SERVICES AND FEES

The Offeror and DLE-OHS will negotiate for additional needed services and fees for work not described in the Contract by which may arise during the course of the Contract. Any agreement will be in writing, executed by all parties, and shall be attached to the Contract as a Contract Amendment to expire at the same time as the original Contract or subsequent period.

SECTION SIX

SPECIAL PROVISIONS

6.1 OFFER GUARANTY

A proposal security deposit is NOT required for this RFP.

6.2 ACCEPTANCE AND TESTING

Final acceptance of the project will be provided upon delivery of all named project deliverables, including any required DLE revisions/changes.

6.3 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.

6.4 WARRANTIES AND DISCLAIMER OF IMPLIED WARRANTIES

Warranty for all plans shall be for the period of one year from the date of final acceptance of the plans. All defects identified during the 1-year warranty period shall be corrected within 5 days from notice of the defect or issue.

6.5 INDEMNIFICATION

The Offeror will defend, indemnify, and hold harmless the State of Hawai'i, the DLE, its elected and appointed officials, officers, agents and employees, from and against any and all liability, loss, damage, cost, and expense, including attorneys' fees, and all claims, suits, and demands arising out of or resulting from the acts or omissions of the Offeror or the Offeror's officers, employees, agents or subcontractors.

6.6 TERMINATIONS FOR CONVENIENCE OR UNAVAILABILITY OF FUNDS

DLE reserves the right to terminate the Contract without penalty for cause or convenience as provided in the General Conditions. See Exhibit A – AG 008 103D General Conditions.

Compensation is capped at the vendor's bid amount, not to exceed \$240,000.00.
Funding Source: S-25-205-W1-060-1500

All Funding Sources are Federal Homeland Security Grants

Payments shall be capped at a maximum of 1/12 of the total award amount per month, with payment amounts due upon acceptance by OHS of the completion of the Phase 1, Phase 2 and Phase 3 milestones per Contractor's proposal

In the event the Federal government withdraws funding for the project, the contract shall terminate with 60 days advanced notice. The contractor shall be compensated for the months worked at a rate of 1/12 of the total award amount per month.

6.7 CERTIFICATION OF OFFEROR CONCERNING WAGES, HOURS AND WORKING CONDITIONS OF EMPLOYEES SUPPLYING SERVICES

All Offerors for service contracts shall comply with section 103-55, Hawaii Revised Statutes, which provides as follows:

Wages, hours, and working conditions of employees of CONTRACTOR supplying services: Before any prospective Offeror is entitled to submit any offer for the performance of any contract to supply services in excess of \$25,000 to any governmental agency, Offeror shall certify that the services to be performed will be performed under the following conditions:

Wages: The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work. To obtain the current wage information for State employees, download the information from the Department of Human Resources Development's website at the following address: <https://dhrd.hawaii.gov/state-employees/classification-and-compensation>

Compliance with labor laws: All applicable laws of the Federal and State governments relating to workers compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

No contract to perform services for any governmental contracting agency in excess of \$25,000 shall be granted unless all the conditions of this section are met. Failure to comply with the conditions of this section during the period of the contract to perform services shall result in cancellation of the contract.

It shall be the duty of the governmental contracting agency awarding the contract to perform services in excess of \$25,000 to enforce this section.

This section shall apply to all contracts to perform services in excess of \$25,000, including contracts to supply ambulance service and janitorial service.

This section shall not apply to:

- (1) Managerial, supervisory, or clerical personnel.
- (2) Contracts for supplies, materials, or printing.
- (3) Contracts for utility services.
- (4) Contracts to perform personal services under paragraphs (2), (3), (12), and (15) of section 76-16, paragraphs (7), (8), and (9) of section 46-33, and paragraphs (7), (8), and (12) of section 76-77, Hawaii Revised Statutes, (HRS).

- (5) Contracts for professional services.
- (6) Contracts to operate refreshment concessions in public parks, or to provide food services to educational institutions.
- (7) Contracts with nonprofit institutions.

6.8 SOFTWARE DEVELOPMENT BUSINESSES PREFERENCE

HAR §3-124 Subchapter 5, provides that:

The preference shall apply to all bids or offers issued by a purchasing agency when so stated in the solicitation.

Solicitations issued by a governmental agency pursuant to HRS §103D-301 shall contain a notice stating that a price preference will be given to Hawaii software development businesses. This price preference will be ten percent of the bid price and will be used for bid evaluation.

Offerors requesting a preference shall submit a completed certification form, as required by HAR §3-124-33, with each bid. Previous certifications shall not apply unless allowed by the solicitation.

Any Offeror who fails to indicate that it is a Hawaii software development business will be presumed to be a non-Hawaii software development business and the Offeror's proposal will be increased by ten percent for purposes of evaluation.

Where a bid or purchase contains both Hawaii software development businesses and non-Hawaii software development businesses then for the purpose of determining the lowest evaluated bid, the original bid price for the non-Hawaii software development businesses shall be increased by ten percent.

The responsible offeror submitting the lowest evaluated bid(s), taking into consideration all applicable preferences shall be awarded the contract, provided the product being offered meets the minimum solicitation specifications.

The contract amount of any contract awarded shall be the original bid price offered, exclusive of any preferences.

Contractors claiming preference as a Hawaii Software Development Business as defined by Section 103D-1006, H.R.S. shall complete and submit SPO-009 as part of their bid.

SECTION SEVEN

ATTACHMENTS AND EXHIBITS

- Attachment 1: OFFER FORM, OF-1
- Attachment 2: OFFER FORM, OF-2
- Attachment 3: OFFER FORM, OF-3
- Attachment 4: SPO-009
- Exhibit A: AG GENERAL CONDITIONS
- Exhibit B: OVERVIEW OF THE RFP PROCESS

**OFFER FORM
OF-1**

GIS Specialist / Analyst Contractor
STATE OF HAWAII DEPARTMENT OF LAW ENFORCEMENT
OFFICE OF HOMELAND SECURITY
RFP-OHS-11A

Administrator
State of Hawai'i Department of Law Enforcement
Office of Homeland Security
Honolulu, Hawaii 96816-4495

Dear Sir:

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**

The following offer is hereby submitted for RFP-OHS-11A: Office of Homeland Security GIS Specialist / Analyst Contractor

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

\$ _____

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

Vendor shall include their proposed schedule of payment, tied to achievement of key milestones within the scope of work as identified in their bid proposal

Offeror _____
Name of Company

**OFFER FORM
OF-3**

OFFEROR SHALL PROVIDE THE FOLLOWING INFORMATION:

Commercial General Liability Insurance: _____ to _____
Insurance Carrier Policy dates

References:

<u>Company</u>	<u>Contact Person</u>	<u>Telephone</u>	<u>e-mail</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Business Address: _____ **After Hours Contact Person:** _____

Address: _____

Name: _____

Telephone: _____

Contact Person: _____

Cell No.: _____

Telephone: _____

Hours: _____

e-mail: _____

OFFEROR: _____

COMPANY NAME

OVERVIEW OF THE RFP PROCESS

- 8.1** The RFP is issued pursuant to Subchapter 6 of HAR Chapter 3-122, implementing HRS §103D-303.
- 8.2** 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.
- 8.3** Proposals shall be received on HlePRO. The Offerors' proposals shall be open to public inspection after posting 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.

- 8.4** 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.
- 8.5** 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.
- 8.6** 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.
- 8.7** 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.
- 8.8** 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.
- 8.9** 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.

- 8.10** 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.
- 8.11** 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.
- 8.12** 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.