RELEASE DATE: March 6, 2026

The State of Hawaii
Department of Business, Economic Development, and Tourism
Agribusiness Development Corporation

Request for Proposals
Solicitation #RFP-25-200-027

PUBLIC RELATIONS, COMMUNICATIONS, AND OUTREACH SERVICES

OFFERS ARE DUE AT 4:00 P.M., HAWAII STANDARD TIME (HST) ON

APRIL 22, 2026

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

ELECTRONIC SUBMISSION TO THE STATE OF HAWAII ePROCUREMENT SYSTEM (HIePRO) ONLY.

QUESTIONS REGARDING THIS RFP, ISSUES RELATING TO THE ACCESSIBILITY OF THIS RFP (INCLUDING THE ATTACHMENTS AND EXHIBITS AND ANY OTHER DOCUMENT RELATED TO THIS RFP) AND REQUESTS FOR ACCOMMODATIONS FOR PERSONS WITH DISABILITIES IN CONNECTION WITH THIS SHALL BE COMMUNICATED THROUGH HIePRO.

Agribusiness Development Corporation
235 S. Beretania St., Ste. 205
Honolulu, HI 96813
Email: dbedt.adc@hawaii.gov
Phone: (808) 586-0186

NOTICE TO OFFERORS
(Chapter 103D, HRS)

REQUEST FOR PROPOSALS ("RFP") No. 25-200-027

PUBLIC RELATIONS, COMMUNICATIONS, AND OUTREACH SERVICES

To All Interested Parties:

Notice is hereby given that pursuant to Chapter 103D, Hawai'i Revised Statues, as amended, ("HRS"), the Agribusiness Development Corporation ("ADC") is soliciting Proposals from interested Offerors to provide public relations, communications, and outreach services on behalf of the agency.

Attendance at the pre-proposal conference and a notice of intent to submit a proposal for this RFP is ***highly recommended***. Submission of an intent to submit a proposal does not require the offeror to submit a proposal. However, failure to submit a proposal prior to the due date shall result in the disqualification of the offeror as part of this RFP.

This RFP may be amended, postponed, or canceled at any time if it is determined to be in the best interest of the ADC. ADC also reserves the right to reject or accept any and all proposals as a whole or in part when in the best interest of ADC and the State.

Contract award is subject to the availability of funding. **Bidders are hereby notified that upon full execution of a contract, the public relations service is scheduled to commence on the Notice to Proceed for five calendar years.**

/s/ Wendy L. Gady
Executive Director and Procurement Officer
Agribusiness Development Corporation

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Exhibit 1 Proposal Check List (Bound separately)
Exhibit 2 Offer Form (Bound separately)
Exhibit 3 Reference Form (Bound separately)
Exhibit 4 AG-008 Chapter 103D General Conditions (Bound separately)

RFP Administrative Information

RFP Title:	RFP 25-200-027 Public Relations, Communications, and Outreach Services
RFP Project Description: (See Section 1.1 Purpose)	The State of Hawaii is seeking Contractor(s) to provide public relations, communications, and outreach services for the Agribusiness Development Corporation
RFP Point of Contact: (See Section 1.8 State Contract Administrator)	Buyer Name – Ken Nakamoto Agency Name – Agribusiness Development Corporation Agency Address – 235 S. Beretania St., Ste. 205, Honolulu, HI 96813 Buyer email – ken.t.nakamoto@hawaii.gov Buyer Phone – (808) 586-0087
Submit proposals electronically via Hawaii Electronic Procurement System (HIePRO): (See Section 4.4 Electronic Submission of Proposals)	Electronic Submission hiepro.ehawaii.gov
Pre-Proposal Conference: Pre-Proposal Conference Location: (See Section 2.4 Pre-Proposal Conference)	March 13, 2026, 10:00 A.M. Hawaii Standard Time (HST) Microsoft Teams Meeting Link: https://teams.microsoft.com/meet/2624973968877?p=vY1wmNdF2BYq9Hfeyz
Deadline to Receive Questions: (See Sections 1.3 Schedule and Significant Dates and 2.6 Electronic Submission of Questions)	March 20, 2026, 4:00 P.M. Hawaii Standard Time (HST)
Question & Answers: (Sections 1.3 Schedule and Significant Dates and 2.6 Electronic Submission of Questions)	All questions, including those about Terms and Conditions, must be submitted through the Hawaii State eProcurement System (HIePRO). Questions must be submitted by the question deadline date.
RFP Closing Date: (See Section 1.3 Schedule and Significant Dates)	April 22, 2026
RFP Closing Time: (See Section 1.3 Schedule and Significant Dates)	4:00 P.M. Hawaii Standard Time (HST)
Initial Term of Contract and Renewals: (See Section 1.5 Period of Performance)	For 12 months. Upon mutual agreement, the contract may be extended an additional four 12-month periods.

TAKE NOTE THE MANDATORY .75% (.0075) TRANSACTION FEE TO HAWAII INFORMATION CONSORTIUM, LLC DBA NIC HAWAII IS BASED ON SALES FOR AWARDS MADE IN HIEPRO. (DETAILED IN SECTION 2.2 ELECTRONIC PROCUREMENT AND SECTION 3.10 PAYMENT TO HAWAII INFORMATION CONSORTIUM, LLC DBA NIC HAWAII.)

Offer Checklist

Offeror must address ALL sections and attachments and provide the information and documentation as required in the table below.

No.	Description	Reference in RFP	Completed
1	Offer Checklist – submittal of checklist with all items checked "completed."	Offer Checklist	☐
2	Offer Form OF-X - Completed and signed NOTE: Ensure the company name submitted in HIePRO matches the company name on OF-1.	Offer Form OF-X	☐
3	Table of Contents	Section 4.5 Required Format and Content	☐
4	Executive Summary	Section 4.5 Required Format and Content	☐
5	Project Approach	Section 6.2.1 Evaluation Criteria 1	☐
6	Experience	Section 6.2.2 Evaluation Criteria 2	☐
7	Past Performance	Section 6.2.3 Evaluation Criteria 3; Offer Form OF-X	☐
8	Cost	Section 6.2.4 Evaluation Criteria 4;	☐
9	Confidential, Protected or Proprietary Information Section	Section 4.5	☐

Authorized Offeror Signature

REQUEST FOR PROPOSALS
PUBLIC RELATIONS, COMMUNICATIONS, AND OUTREACH SERVICES

Solicitation # RFP-25-200-027

Section 1: General Information

1.1 Purpose

The State of Hawai‘i Agribusiness Development Corporation (“ADC”) is soliciting Proposals to provide public relations, communications, and outreach services for the agency. The purpose of issuing this RFP is to competitively evaluate and procure a qualified public relations firm (“Contractor”) to develop and implement a communications strategy on behalf of the agency. Any award will result in a contract for the services for use by the ADC contingent on the release and availability of funds.

The scope of this solicitation is limited to public relations, communications, media relations, and outreach services as described in this RFP. Services related to information technology systems, standalone website development, software procurement, or other services outside the defined Statement of Work are expressly excluded unless specifically identified in this RFP.

1.2 Background

ADC is a public corporation and instrumentality of the State of Hawai‘i, established by the Legislature in 1994 under Chapter 163D, Hawai‘i Revised Statutes, and administratively attached to the Department of Business, Economic Development and Tourism (“DBEDT”). ADC was created to convert and enhance land and water assets released from plantation agriculture and to foster a diversified, market-responsive agricultural economy that delivers economic, environmental, and social benefits to Hawai‘i. Its statutory purposes include increasing local production for in-state consumption, reducing reliance on imports, and advancing competitive exports where viable.

ADC is tasked with converting former plantation lands and infrastructure into diversified agricultural uses to advance Hawai‘i’s economic self-sufficiency. Today, ADC manages over twenty-three thousand acres of agricultural land, multiple irrigation and distribution systems, and emerging value-added processing and innovation facilities that support small and mid-sized farmers.

As a public corporation subject to the Hawai‘i Sunshine Law, the Uniform Information Practices Act, and state procurement requirements, ADC has a heightened obligation to ensure that all public-facing communications are accurate, transparent, timely, and consistent with State policy and statutory mandates. Communications and public outreach are therefore integral to ADC’s governance, public accountability, and interagency coordination responsibilities.

ADC’s Strategic Plan (Plan) builds on this foundation by defining targeted strategies to strengthen land management, modernize water infrastructure, expand agricultural support services, and accelerate value-added product development through the Food and Product Innovation Network established by Act 237, Session Laws of Hawai‘i 2025. The Plan introduces five strategic priorities that expand ADC’s focus on institutional capacity, partnerships, innovation, and sustainability.

1. Land Use, Acquisition, and Infrastructure Development. Improve land management policies, expanding acreage under cultivation and addressing agricultural tenant needs.

2. Irrigation and Water Resource Management. Modernize irrigation systems, enhance water security, and support multi-use distribution infrastructure.

3. Food System Development and Market Expansion. Develop statewide food and product innovation infrastructure to strengthen local food systems and institutional procurement.

4. Organizational Capacity and Partnerships. Expand ADC's institutional capabilities and strengthen collaboration across sectors: within DBEDT, with other state and county agencies, as well as with non-governmental, educational, and community partners engaged in agricultural development.

5. Sustainability, Innovation, and Climate Resilience. Advance sustainable and regenerative agricultural practices through technology adoption, clean energy integration, and resource innovation.

Communications and public outreach are cross-cutting enablers of all five strategic priorities. Effective communications are essential to stakeholder engagement, legislative coordination, farmer outreach, institutional procurement alignment, and public understanding of ADC's role in land and water stewardship. Communications and public outreach are cross-cutting enablers of all five strategic priorities. Effective communications are essential to stakeholder engagement, legislative coordination, farmer outreach, institutional procurement alignment, and public understanding of ADC's role in land and water stewardship.

Each strategic priority is supported by clearly defined one, five, and ten-year objectives and measurable outcomes that prioritize local food production from ADC's leases or licenses. These objectives include annual performance goals and measures by which the corporation's progress will be evaluated each year. In accordance with HRS §163D-5, the plan also establishes metrics, timeframes, and budget expectations to guide implementation, resource allocation, and accountability. Consistent with the purpose of HRS §163D-1, these efforts position ADC to provide the leadership and coordination necessary to convert Hawai'i's agricultural assets into diversified, productive uses that yield economic, environmental, and social benefits for the people of Hawai'i, while expanding opportunities for farmers, ranchers, producers, and communities across the islands.

1.3 Schedule and Significant Dates

The table below contains the State's current estimate of the schedule and significant dates. All times are Hawaii Standard Time (HST). If a component of this schedule, such as "Proposals Due Date and Time" is delayed, the rest of the schedule may likely be shifted by the same number of days. Any change to the RFP Schedule and Significant Dates prior to the proposal due date shall be issued by addendum.

ADC reserves the right to amend this schedule as necessary to ensure compliance with procurement requirements, internal approvals, or other circumstances affecting the solicitation. Offerors are responsible for monitoring HIePRO for updates and addenda.

Event	Date
Solicitation Release:	March 6
Pre-Proposal Conference:	March 13; 10:00 A.M.
Notice of Intent to Submit Proposal (Highly recommended)	March 17; 4:00 P.M.
Question Submittal Deadline:	March 31; 4:00 P.M.
Answers to Questions:	April 6; 4:00 P.M.
Proposal Due Date and Time:	April 22; 4:00 P.M.
Evaluations	April 22 – April 26
Estimated Date for Discussions, if necessary	April 26
Estimated Due Date for BAFO, if necessary	April 30
Anticipated Award Date:	May 6
Anticipated Contract Start Date:	July 6, 2026

1.4 Contract Type
Fixed-price contract, pursuant to section 3-122-136;

The fixed-price with price adjustments contract, inclusive of all taxes and expenses, for an amount not to exceed ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS, tax inclusive, will be for 12 months. However, it should be expressly understood that the actual amount allocated by ADC for a contract resulting from this RFP may be dependent on the quality of the proposal received. The STATE reserves the right not to utilize the total amount of funds allocated or to cancel this solicitation.

The fixed price is inclusive of all aspects of the contract, including all expenses directly related to the scope of work, as well as all expenses indirectly related to the scope of work, such as the required insurance coverage. (Additional coverage, over and above the required coverage, would be at the Contractor's expense.)

Additionally, four 12-month options to extend the term of the contract or parts thereof shall be available at the State's discretion. The amount of funding for any contract extension is subject to the availability of funds, current market conditions, and other factors. Notwithstanding anything in other sections of this RFP, the not-to-exceed amounts listed in this section shall prevail.

1.5 Period of Performance
This contract shall be for an initial period of 12 months with the option to renew and extend for an additional four 12-month terms or parts thereof based on performance and mutual agreement, beginning on the date specified on the Notice to Proceed. The contract may be extended without re-solicitation, upon mutual agreement in writing between the State and the Contractor, at least 60 days prior to the expiration date, for not more than five years total in accordance with Hawaii Revised Statutes section 201B-3(a)(3).

Sufficient funds are available to pay for the initial period covering the base year. However, any contract extension shall be contingent upon satisfactory contractor performance, continued programmatic need, and availability of funds, as determined by ADC.

Each contract period is funded by a separate and respective fiscal year in the manner described above. It is understood that the Head of Purchasing Agency (HOPA) or designee must notify Contractor on a timely basis if funds are not available for continuation of the contract for each succeeding fiscal period and that, in the event of a cancellation, Contractor will be reimbursed the

unamortized, reasonably incurred, nonrecurring costs.

1.6 Point of Contact

The Department of Business, Economic Development, and Tourism's Agribusiness Development Corporation is the issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is Solicitation # RFP-25-200-027. This number must be referred to on all Proposals, correspondence, and documentation relating to the RFP.

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

Ken Nakamoto, Project Manager
Agribusiness Development Corporation
235 S. Beretania St., Ste. 205
Honolulu, HI 96813
Email: ken.t.nakamoto@Hawaii.gov
Phone: (808) 586-0186; Fax: (808) 586-0189

The ADC reserves the right to make changes to the point of contact at any time.

Unauthorized contact with ADC staff, board members, or other State officials regarding this solicitation may result in disqualification, as determined by the Procurement Officer.

1.7 Definitions

ADC	=	Agribusiness Development Corporation, 235 S. Beretania Street Ste. 205, Honolulu, HI 96813
BAFO	=	Best and Final Offer
CPO	=	Chief Procurement Officer
DAGS	=	Department of Accounting and General Services
DOH	=	Department of Health
GC	=	General Conditions, issued by the Department of the Attorney General
GET	=	General Excise Tax
HAR	=	Hawaii Administrative Rules
DBEDT	=	Department of Business, Economic Development, and Tourism
HRS	=	Hawaii Revised Statutes
Offeror	=	Any individual, partnership, firm, corporation, joint venture, or representative or agent, submitting an offer in response to this solicitation
POC	=	Point of Contact for Offeror
Procurement Officer	=	Contracting Officer for the State of Hawai'i, Agribusiness

		Development Corporation or DBEDT, as applicable
RFP	=	Request for Proposals
State	=	State of Hawaii, including each department and political subdivisions

The following definitions apply to this solicitation.

Communications Strategy means a coordinated plan for messaging, media engagement, stakeholder outreach, and public information aligned with ADC's statutory mission and strategic priorities.

Contract Administrator means the person designated to manage the various facets of the contract(s) to ensure the Contractor's total performance is in accordance with the contractual commitments and obligations are fulfilled.

Contractor means the person having a contract with a governmental body.

Fixed-price basis means an established price agreed upon by the Contractor and Purchasing Entity, by agreement or by authority, as the price to be charged for a specified number of services.

Goods mean all property, including but not limited to equipment, equipment leases, materials, supplies, printing, insurance, and processes, including computer systems and software, excluding land or a permanent interest in land, leases of real property, and office rentals.

Governmental body means any department, commission, council, board, bureau, authority, committee, institution, legislative body, agency, Government Corporation, or other establishment or office of the executive, legislative, or judicial branch, city or county of any U.S. State, (including the Office of Hawaiian Affairs for the State of Hawaii).

Hawaii Administrative Rules (HAR) means the adopted operating procedures for state agencies authorized by the laws of the State of Hawaii.

Hawaii eProcurement System (HIePRO) is the State eProcurement system, a system for issuing solicitations, receiving responses, and issuing notices of award.

Hawaii Revised Statutes (HRS) means the laws that govern the State of Hawaii.

Key Performance Indicator (KPI) means how a quantifiable measure is utilized to assess the success of a Contractor in meeting strategic goals and objectives for performance.

Media Outreach means proactive engagement with print, broadcast, and digital media, including press releases, briefings, and response coordination.

Offeror means the company or firm that submits a proposal in response to this Request for Proposal.

Public-Facing Materials means content intended for external audiences, including press materials, fact sheets, reports, digital content, and outreach collateral.

Proposal means the official written response submitted by an Offeror in response to this Request for Proposals.

Proposer has the same meaning as Offeror.

Request for Proposals or "RFP" means the entire solicitation document, including all parts, sections, exhibits, attachments, and Addenda.

Services means the furnishing of labor, time, or effort by a contractor or Contractor, which involves the delivery or supply of products.

Statement of Work defines the services to be delivered by the Contractor.

Subcontractor means a Contractor contracted for work by the Prime Contractor.

1.8 PRE-PROPOSAL CONFERENCE

1.8.1 Attending Pre-proposal Conference. Prospective Offerors, subcontractors, and consultants are recommended to attend a pre-proposal conference via Microsoft Teams on the date and time noted in the Procurement Schedule in Section 1.3.

1.8.2 Purpose. The purpose of the pre-proposal conference is to discuss the qualifications, services, solicitation requirements, and the basis for contract award. A summary of the pre-proposal conference will be provided via an Addendum posted on HIePRO.

1.8.3 Questions. Questions shall be permitted at the pre-proposal conference; however, all verbal responses provided are intended for discussion purposes only and do not represent the official position of ADC. The only official position of ADC is that which is stated in writing and issued as an Addendum on the HIePRO website. No other means of communication, whether oral or written, will be construed as a formal or official response statement, and may not be relied upon as such.

1.9 INTENT TO SUBMIT PROPOSAL

Notice of intent to submit a proposal is highly recommended. Failure to submit a notice of intent to submit proposal shall not result in the disqualification of the Offeror as part of this RFP. Submission of an intent to submit a proposal does not require the Offeror to submit a proposal.

Offerors interested in submitting a notice of intent to submit a proposal in response to this solicitation shall submit their letter of intent electronically to DBEDT.ADC@hawaii.gov before 4:00 p.m. March 17, 2026 with "RFP-25-200-027 Intent to Submit Proposal" in the subject line, by the deadline noted in the Procurement Schedule in Section 1.3 and shall include the following information:

1. **Company Name;**
2. **Name of the contact person;**
3. **Company Address;**
4. **Phone number; and**
5. **Email address for notification.**

NO LETTERS OF INTENT WILL BE ACCEPTED BY REGULAR MAIL, FACSIMILE OR EMAIL.

Section 2: Solicitation Information

2.1 Governing Laws and Regulations

This procurement is conducted by the Department of Business, Economic Development, and Tourism Agribusiness Development Corporation (ADC), in accordance with the State Procurement Code. Information about ADC and its governing policies and procedures are available at http://dbedt.hawaii.gov/adc/. Information regarding the Hawaii State Procurement Code is available at http://spo.hawaii.gov/.

This procurement shall be governed by the regulations and laws of the State of Hawaii. Venue for any administrative or judicial action relating to this procurement, evaluation, and award shall be in the State of Hawaii.

2.2 Electronic Procurement

2.2.1 The State has established the Hawaii State eProcurement (HIePRO) System to promote an open and transparent system for vendors to compete for state contracts electronically. Offerors interested in responding to this solicitation must be registered on HIePRO. Registration information is available at the State Procurement Office (SPO) website: https://hiepro.ehawaii.gov/welcome.html, select HIePRO Vendor Registration and then Vendor Registration Guide.

2.2.2 The State will use HIePRO to issue the RFP, receive Offers, and issue Addenda to the RFP. Addenda and the other information and materials shall be provided by the State through HIePRO, including additions or changes with respect to the dates in Section 1.3 Schedule and Significant Dates. The State shall not be responsible for any person's or entity's failure to do so for any reason. The State is not responsible for any delay or failure of any Offeror to receive any materials updated through the RFP Process on a timely basis.

2.2.3 As part of this procurement process, Offerors are informed that awards made for this solicitation, if any, shall be done through the HIePRO and shall, therefore, be subject to a mandatory .75% (.0075) transaction fee, not to exceed $5,000 for the total contract term.

2.2.4 HIePRO Special Instructions. Offeror shall review all special instructions located in HIePRO. Offerors are responsible for ensuring that all necessary files are attached to their offer prior to the proposal deadline.

Offerors are advised that they should not wait until the last minute to submit their proposal on HIePRO. Offerors should allow ample time to review their submitted proposal, including attachments, prior to the proposal deadline.

2.3 RFP Addenda

Changes to this RFP including but not limited to contractual terms and procurement requirements shall only be changed via formal written addenda issued by ADC on the HIePRO system.

The State accepts no responsibility for a prospective Offeror not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective Offeror to monitor the

Hawaii State eProcurement System (HIePRO) to obtain RFP addenda or other information relating to the RFP.

2.4 Pre-Proposal Conference

A pre-proposal conference will be held virtually on March 13, 2026, 10:00 A.M. HST via Microsoft Teams. Attendance at the conference is highly recommended. A summary of the pre-proposal conference will be provided via an addendum posted in Hawaii State eProcurement System (HIePRO). A link to attend the virtual pre-proposal conference is provided here:

March 13, 2026, 10:00 A.M.

RFP 25-200-027 Public Relations, Communication, and Outreach Services

Join: https://teams.microsoft.com/meet/23793235528864?p=btcmknPHzVkga2Tgwz
Meeting ID: 237 932 355 288 64
Passcode: Uz7fh33z

2.5 Questions Regarding RFP Contents

If a Prospective Offeror believes that any provision of the RFP is unclear, potentially defective, or would prevent from providing a meaningful Offer, the Offeror shall submit questions to the State POC requesting clarification on or before the deadline for doing so in Section 1.3 Schedule and Significant Dates. Each question shall identify the page, section number, paragraph, and line or sentence of such provision(s) of the RFP to which the question applies. The State POC will respond by the date for the same in Section 1.3 Schedule and Significant Dates. The State may issue Addenda in response to written questions received regarding the RFP.

2.6 Electronic Submission of Questions

All questions must be submitted through the Hawaii State eProcurement System (HIePRO). Questions must be submitted by the question deadline date and time shown in Section 1.3 Schedule and Significant Dates. Answers will be given via the Hawaii State eProcurement System (HIePRO) site as noted in Section 1.3 Schedule and Significant Dates.

Offerors are cautioned about including context in questions that may reveal the source of questions. The identity of potential Offerors will not be published with the answers, but the text of questions will be restated, to the extent possible, to exclude information identifying potential Offerors.

ADC will respond to questions received by the date specified in Section 1.3 Procurement Schedule. ADC may issue Addenda in response to written questions received regarding the RFP.

The only official position of ADC is that which is stated in writing and issued as an Addendum to the RFP. No other means of communication, whether oral or written, will be construed as a formal or official response or statement, and may not be relied upon as such.

2.7 Proposal Due Date
Proposals must be submitted electronically via HIePRO and received by the posted closing date and time as described in Section 1.3 Schedule and Significant Dates of this RFP. **NO PROPOSALS WILL BE ACCEPTED BY REGULAR MAIL, FACSIMILE OR EMAIL.**

2.8 Cancellation of Procurement and Proposal Rejection
The State reserves the right to cancel this RFP and to reject any and all proposals in whole or in part, and waive any defects when it is determined to be in the best interest of the State, pursuant to HAR §3-122-95 thru HAR §3-122-98.

2.9 Firm Offers
Responses to this RFP, including proposed costs and/or fees will be considered firm for 120 days after the proposal due date.

2.10 Right to Accept All or Portion of Proposal
Unless otherwise specified in the solicitation, the State may accept any item or combination of items as specified in the solicitation or of any proposal unless the Offeror expressly restricts an item or combination of items in its Proposal and conditions its response on receiving all items for which it provided a proposal. If the Offeror so restricts its Proposal, the State may consider the Offeror's restriction and evaluate whether the award on such basis will result in the best value to the State. The State may otherwise determine at its sole discretion that such restriction is non-responsive and renders the Offeror ineligible for further evaluation.

2.11 Ownership or Disposition of Proposals and other Materials Submitted

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

2.12 Additional Information
The Offeror shall provide additional information regarding aspects of an Offeror's Proposal within 5 business days of the State's request unless the State specifies another period. As noted, each Offeror shall submit only one Proposal. If an Offeror submits more than one Proposal, then the State reserves the right to reject and or dismiss the Offeror from the RFP Process.

Section 3: Requirements

3.1 Mandatory Minimum Administrative Proposal Requirements

This section contains the minimum requirements that must be met to be considered for the evaluation phase. All items described in this section are non-negotiable. All Offerors must state willingness and demonstrate the ability to satisfy these requirements in the proposal submitted for consideration. Contractors shall be considered non-responsive if unable to cover the minimum requirements which they may not be considered for award.

An award will not be made to any Offeror failing to meet all the qualifications listed in Section 3.2 herein. Following the award, satisfaction of these requirements shall be maintained by the Contractor throughout the entire contract term and any extension term (if applicable).

ADC reserves the right to disqualify any potential Offeror if, in ADC's sole discretion, ADC determines that the Offeror does not have the requisite experience or expertise to provide the services required.

3.1.1 Compliance with Chapter 103B, HRS.

Pursuant to Section103B-3, HRS, as amended, and as applicable to this Project, the Contractor shall ensure that a minimum of not less than **eighty percent (80%)** of the workforce employed to perform the contract on a particular construction project, be residents of the State of Hawaii. This shall not apply if the application of this section is in conflict with any federal law, or if the application of this section will disqualify any State or county agency from receiving federal funds or aid.

3.2 Minimum Requirements and Qualifications

Offeror shall provide all services as described in Attachment A, Submission of Qualifications (SOQs). **Offeror shall submit SOQs with their proposals electronically via HIePRO before 4:00 P.M., April 22, 2026. NO SOQs WILL BE ACCEPTED BY REGULAR MAIL, FACSIMILE OR EMAIL.** To assure ADC that the Offeror can perform the services specified herein, the Offeror shall meet the following minimum qualifications at the time of submitting its Proposal.

A. Experience: The Offeror, its team of subcontractors, and subject matter experts (see Section 3.3, Subcontractors below) shall have direct experience in or demonstrate their expertise to successfully execute similar scope of services and deliverables listed herein. The Offeror shall demonstrate clear evidence of similar work with State/County government agencies within the last eight (8) years. Such experience and expertise shall be documented and included in the Offerors Proposal (See Section 4). If the Offeror is a newly formed company or entity, key personnel in the newly formed company or entity organization structure shall have direct experience in the successful execution of similar scope of services and deliverables listed herein. This shall be noted in the Offeror's proposal.

   The Offeror and its team of subcontractors must have a minimum of ten (10) years of direct experience in, but not limited to: public relations, community development, understanding and connecting the agriculture and agribusiness sectors, social media management, marketing, crisis management, managing communication strategy for State and/or County Government organization, media campaign and/or content development for the services and deliverables in this RFP.

   The offeror must also have a minimum of five (5) years of direct experience working in the

agriculture industry.

B. References: The Offeror must provide a minimum of three (3) references. Failure of an Offeror to submit required references shall be deemed non-responsive and the Offeror's submission shall be disqualified.

3.3 [Reserved.]

3.4 Project Labor Agreement (PLA) for State Construction Projects (If applicable)
Administrative Directive No. 24-01 (Directive), dated February 16, 2024, mandates all executive branch agencies to adhere to the terms of the PLA for all construction projects with award amounts in excess of one million five hundred thousand dollars ($1,500,000). Comptrollers Memorandum No. 2024-20, Guidelines - Project Labor Agreements (PLA) for State Construction Projects, dated July 26, 2024, provided Guidelines for Implementing Administrative Directive No. 24-01 relating to Use of Project Labor Agreements for State Construction Projects, Issued by the Department of Accounting and General Services, Effective July 26, 2024.

The definitions of the terms Contractor and Subcontractor for the purposes of this solicitation are those contained in the agency's General Terms and Conditions for Construction, not as defined in the PLA.

The required form of the Contractor's Agreement-To-Be-Bound can be found in Attachment "C" "Comptrollers Memorandum No. 2024-20, which is attached to this solicitation. Any Letter of Assent shall take the substantial form of the Agreement-To-Be-Bound. A sample Letter of Assent is also provided in Attachment "C."

Any subcontractor performing only trade work not represented by PLA signatories shall not be required to submit a Letter of Assent. However, any such subcontractor shall be required to timely provide the awarded Contractor with a written statement attesting that the subcontractor will be performing only work not subject to the PLA, which Attestation of Exemption shall be executed by a person authorized to bind subcontractor. The awarded Contractor shall provide any such Attestation of Exemption to the Department upon demand.

The Contractor who is awarded the project must:

1. Obtain either a Letter of Assent or Attestation of Exemption, as appropriately, from each subcontractor of any tier who may be employed on the project and make copies of such documents available to the Department upon demand.

2. Execute an Agreement-To-Be-Bound.

3. Submit to ADC a complete, fully executed Agreement-To-Be-Bound within fourteen (14) calendar days of project award, or as soon thereafter as is practicable as determined by the Department. Failure to timely submit any required Agreement-To-Be-Bound or to provide upon demand any required Letter of Assent or Attestation of Exemption shall be cause for the State in its sole discretion to rescind the subject award and to award the project to: the responsive and responsible offeror with the next lowest bid price for a solicitation made under HRS 103D-302; or the next highest ranked offeror satisfying all solicitation requirements for a solicitation made under HRS 103D-303.

By submitting an executed Agreement-To-Be-Bound the Contractor shall be deemed to have

certified that all required Letters of Assent and Attestations of Exemption have been gathered and will be made available to the Department upon demand.

Contractors and their subcontractors (of any tier) are not required to be party to any collective bargaining agreement to participate in a Covered Project.

3.5 [Reserved.]

3.6 Contractor Responsibility for Subcontractors
The Contractor will be allowed to hire subcontractors as needed to perform services that the Contractor cannot perform for themselves. ADC reserves the right to review and approve all subcontractors and shall require the Contractor to replace any subcontractors found to be unqualified or lacking evidence of required licenses. ADC also reserves the right to condition its approval of any subcontractor on the subcontractor's compliance with the terms and conditions contained herein.

The Contractor shall be responsible for confirming and verifying all required licensing pursuant to the laws of the State and qualifications of any subcontractor prior to hiring or delegating any services to that subcontractor. The Contractor shall request written approval from ADC prior to hiring or changing any key personnel identified in this RFP proposal or affecting the timely delivery of services and deliverables in this RFP. The Contractor shall be responsible for all expenses incurred if written approval is not obtained from ADC prior to the work commencing.

The Subcontractors providing services shall meet the same service requirements and provide the same quality of service required of the Contractor and in a timely manner. No subcontract shall relieve the Contractor of its responsibilities for the Services it provides. The Contractor shall manage the quality and performance, project management and schedules, and timely start and completion of services performed by each of its Subcontractors. The Contractor shall be solely responsible and accountable for the completion of all Services it has subcontracted.

The Contractor shall be the sole point of contact and shall oversee all services performed by the subcontractor(s), including supervision of subcontractor's work and payment of any and all charges resulting from the work.

3.6 Removal of Subcontractors
In addition to any rights the State has under Law, the State shall have the right to require the removal of a Subcontractor or any of its personnel providing or supporting services for a good cause. In such a case, the State shall specify the deadline for such removal after consultation with the applicable Contractor. A Subcontractor proposed by the Contractor to replace the removed Subcontractor shall be subject to the approval of the State.

3.7 Right to Retain Subcontractors
The State shall have the right to directly retain any Subcontractor after the expiration, termination, or suspension of the Contract under which it is retained, including any Subcontractor providing services subject to any part of a Contract that is terminated or suspended.

3.8 Additional Contractor Requirements
Each Contractor shall:

A. Communicate contract requirements to its subcontractors' personnel and coordinate project activities to ensure that the services progress efficiently and are completed on schedule;

B. Ensure that all Contractor employees and subcontractor employees can communicate effectively with ADC to facilitate the Project Initiatives;

C. Ensure that it is current with all payments and registration fees and similar financial obligations owed to ADC and its subcontractors during the term of its contract with ADC;

D. Maintain key personnel and staffing as communicated in the Proposal, throughout the contract term, to the best of the Offeror's ability. Any key personnel replaced during the course of the contract term must have at a minimum the same or a greater level of experience and capability as those personnel being replaced;

E. Immediately communicate any potential risks to the services within this RFP to ADC or as required by the laws of the State. Mitigate those risks to ensure successful completion of the services within this RFP and to protect the interests of ADC and the people of the State;

F. Inquiries from the public, media, or elected officials about the Project shall be directed to ADC for a response;

G. Ensure certain built infrastructure will be dedicated or conveyed to the City and/or public utility companies for perpetual operation and maintenance. The Contractor is required to comply with all procedures, design standards, permitting, and inspections in order to successfully convey the infrastructure improvements to the designated parties. This may require, but is not limited to, land survey; title and deed documentation; deficiency reports; traffic analysis reports; and other documentation required by the City or public utility companies; and

H. Maintain an office and project staff to fulfill all requirements of the design-build project delivery method and deliverables listed herein, in the State, preferably on the Island of Oahu, at the time of and during the contract period to facilitate efficient communication and project delivery. This includes the Contractor's team of subcontractors (see Section 3.3 Subcontractors above). The project staff shall be responsible for giving a timely response to all inquiries and assignments.

3.9 Payment

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 payment within a shorter period. Further, 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.

3.9.1 Payment Structure

A. Fixed Fee (Base Fee)

i. Description: The primary compensation model is based on a monthly fee for ongoing communications, public affairs support, and media relations efforts. This ensures that the Contractor is available to ADC for consistent work, such as day-to-day media outreach, content creation, and strategic communications planning.

3.9.2 Payment Schedule

A. Monthly Payments for Fixed Fees

i. Schedule: Payments will be made on a monthly basis, on or about the end of each month.

a) Example: A fixed monthly fee of $XX,000 to be paid at the end of each month for ongoing communications and public affairs services.

ii. Inclusions: The fee should cover routine services such as social media management, media outreach, content creation, press releases, and ongoing strategic communications, tax inclusive.

3.9.3 Payment Terms and Conditions

i. Invoice Submission: All invoices must include a detailed breakdown of services rendered and deliverables.

ii. Payment Due Date: Payments for monthly fee and project fees are due within 30 days from the date of the invoice, unless otherwise specified in the contract.

iii. Expenses: Any reimbursable expenses, such as travel, lodging, or paid media costs, should be pre-approved by ADC and reimbursed upon submission of receipts.

3.10 Payment to Hawaii Information Consortium, LLC dba NIC Hawaii

HlePRO is administered by Hawaii Information Consortium, LLC dba NIC Hawaii. NIC Hawaii shall invoice the Contractor(s) directly for payment of transaction fees. Payment must be made to NIC Hawaii within thirty (30) days from receipt of 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 4: Instructions to Offerors – Proposal Submission

4.1 Proposal Objectives

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.

Proposals shall be prepared straightforwardly and concisely, in a format that is reasonably considered and appropriate for the purpose. Emphasis will be on completeness and clarity and content.

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.

The proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this RFP.

4.2 Proposal Structure and Labeling

Proposals must be detailed and concise. Each Proposal must be labeled and organized in a manner that is congruent with the requirements and terminology used in this RFP and must include a point-by-point response, structured in form and reference to the RFP, addressing all requirements and the Statement of work elements.

4.3 Proposal Submission Instructions

Proposals must be received by April 22, 2026, 4:00 P.M., HST through the Hawaii Electronic Procurement System (HIePRO). Proposals received after the deadline and/or through any sources other than HIePRO will be rejected.

4.4 Electronic Submission of Proposals

Proposals shall be submitted and received electronically through HIePRO by the date and time listed in Section 1.3 Schedule and Significant Dates. This electronically submitted offer shall be considered the original. Any offers received outside of the HIePRO, including faxed or e-mailed bids, shall not be accepted, or considered for award. Any offer received after the due date and time shall be rejected. (See Section 2.2 Electronic Procurement for further information.) **The maximum file size that HIePRO can accept is 100MB. Files larger than 100MB must be reduced into two or more files.**

Submission of a proposal shall constitute an incontrovertible representation by the Offeror that the Offeror agrees to comply with every requirement of this RFP, and that the RFP documents are sufficient in scope and detail to indicate and convey a reasonable understanding of all terms and conditions of performance of the work.

4.5 Required Format and Content

All Proposals must be submitted in the following format. Detailed information on submitting each of these sections is contained in later sections of this RFP. Proposal shall be submitted in size 12 Arial font or equivalent.

1. **Table of Contents.** A Table of Contents must be included with each proposal. All major parts of the proposal shall be identified by referencing page numbers.
2. **Offer Checklist.** Complete and submit all items noted on the Offer Checklist.
3. **Offer Form, OF-X.** Offeror shall complete and sign OF-1 Offer Form. See Special Provisions, 8.9 Proposal Preparation.
    a. **OF Form, OF-1**
    b. **OF Form, OF-2 Past Performance**
4. **Executive Summary.** The executive summary [not to exceed one (1) page] is to briefly describe the Offeror's Proposal. This summary should highlight the major features of the Proposal. The response should demonstrate the Offeror's understanding of and ability to meet the Administrative and Technical Requirements of the RFP. The State should be able to determine the essence of the Proposal by reading the executive summary. This summary will not be evaluated for points, but rather is a high-level explanation of the entire proposal.
5. **Evaluation Criteria Submittals (Refer to Section 5 Evaluation and Award).**

    This section shall be sub-divided by the evaluation criteria and include the narrative and any other requirements.

    a. Project Approach – See Section 6.2.1
    b. Experience and Capabilities of the Design-Builder – See Section 6.2.2.
    c. Past Performance – See section 6.2.3
    d. Cost Proposal. See Section 6.2.4.

6. **Confidential, Protected, or Proprietary Information.** All confidential, protected, or proprietary information must be included in this section of the proposal response. Do not incorporate protected information throughout the Proposal. Rather, provide a reference in the proposal response directing the State to the specific area of this protected Information section. If Offeror believes that any portion of its proposal, offer, specification, protest, or correspondence contains information that should be withheld as confidential, then the Procurement Officer should be so advised in writing and shall be furnished with justification for confidential status. Price is not considered confidential and shall not be withheld.

    Information included in the Confidential, Protected or Proprietary Information section of an Offeror's proposal is not automatically accepted as protected. All information identified in the section will be subject to review by the State in accordance with the procedures prescribed by the State's open records statute, freedom of information act, or similar law.

4.6 Each Offeror to Bear its Own Costs

Each Offeror shall be responsible for all costs incurred by it prior to the Notice of Award, including, without limitation, its costs of preparing and submitting its Offer, responding to notices or requests, making presentations, demonstrations, and discussions, and otherwise participating in the RFP Process.

Section 5: Evaluation and Award

5.1 Evaluation of Proposals

The Procurement Officer of the Agribusiness Development Corporation (ADC), or an evaluation committee of at least three (3) qualified State employees selected by ADC's Procurement Officer, shall evaluate proposals for the contract. The evaluation will be based solely on Section 6 Evaluation Criteria and the process described in this section.

5.2 Right to Waive Minor Irregularities

The State in its sole discretion reserves the right to waive minor irregularities in the Proposal, which include but are not limited to corrections of deficiencies or clarification of ambiguities that in the judgment of the State do not require a comprehensive proposal rewrite. The State also reserves the right in its sole discretion to waive certain Minimum requirements provided that all of the otherwise responsive proposals fail to meet the same minimum requirements and the failure to do so does not materially affect the procurement

5.3 Initial Review and Award without Discussions

In the initial phase of the evaluation process, the State will review all proposals timely received. Unacceptable proposals (non-responsive proposals not conforming to RFP requirements) will be eliminated from further consideration.

The State reserves the right to award on receipt of initial proposals without an opportunity for discussion or proposal revision, so Offerors are encouraged to submit their most favorable proposal at the time established for receipt of proposals. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals.

5.4 Discussion with Offerors

Prior to holding any discussions, a list shall be generated consisting of proposals determined to be acceptable or potentially acceptable.

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

The State may invite 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 Section 1.3 Schedule and Significant Dates. The State may also conduct discussions with listed Offerors to clarify issues regarding the proposals before requesting Best and Final Offers, if necessary.

In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

5.5 Best and Final Offers

If deemed appropriate by the State in its sole discretion, the State may request each Offeror to submit its BAFO. The request shall be issued via an Addendum, which will provide guidance and additional instructions. Offeror's BAFOs shall be submitted to the State through HIePRO on or before the deadline called for. If an Offeror fails to do so, its last submitted Offer shall be deemed its BAFO.

The BAFOs will be evaluated by the Evaluation Committee taking into consideration the

Evaluation Criteria set forth in Section 5.8 Evaluation Criteria.

5.6 Award of Contract
Award shall be made to the responsible Offeror whose proposal is determined the most advantageous to the State of Hawaii, taking into consideration price and the other evaluation factors set forth in this request for proposals.

5.7 Responsibility of Offeror
Pursuant to HRS §103D-310(c), the selected offeror shall at the time of award be compliant with all laws governing entities doing business in the State of Hawaii. See Special Provisions 8.8 Responsibility of Offerors.

5.8 Notice of Award
After a final selection is made, the State will issue a notice of award on its electronic procurement system (HIePRO). Upon award, proposal files are public records are available for review by submitting a Request for Access to Government Record. Information on the Office of Information Practices and forms may be found at http://oip.hawaii.gov.

5.9 Debriefing
Pursuant to HAR §3-122-60, a non-selected Offeror may request a debriefing to understand the source selection decision and contract 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 the written request.

A protest by the requestor following a debriefing shall be filed within five (5) working days, as specified in HAR §103D-303(h). See Special Provisions Section 8.2 Protest Procedures for submitting a protest.

Section 6: Evaluation of Proposals

6.1 Scoring Process

The evaluation committee shall score proposals by reviewing the narrative for each of the evaluation criteria above.

Evaluators shall use a rating of 0 to 5 for each evaluation criteria. Rating is defined as follows:

0- The Proposal fails to address the criterion or cannot be assessed due to missing or incomplete information. Offeror has not demonstrated sufficient knowledge of the subject matter or has grossly failed to explain how the requirement(s) is met.
1- **Poor.** The criterion is inadequately addressed, Offeror demonstrates only a slight ability to comply, or there are serious inherent weaknesses.
2- **Fair.** The Proposal broadly addresses the criterion, but there are significant weaknesses. May have one or more deficiencies, or Offeror has not adequately explained how its services fit the requirement.
3- **Good.** The Proposal addresses the criterion well; meets the requirement. Demonstrates knowledge and understanding of the subject matter, with no deficiencies noted regarding technical approach.
4- **Very Good.** The Proposal addresses the criterion very well, highly comprehensive. No deficiencies noted.
5- **Excellent.** The Proposal successfully addresses all relevant aspects of the criterion. Excellent reply that goes beyond the requirements listed in the RFP to provide added value. In addition, the response may cover areas not originally addressed within the RFP and/or include additional information and recommendations that would prove both valuable and beneficial to the agency. The response includes a full, clear, detailed explanation of how the requirement(s) are met. No errors in technical writing.

The average of each evaluators' rating for each evaluation criteria shown in Table 1, shall be converted based on the following formula:

Rate Achieved Total Rating Achievable	X	Points Possible For that Criteria	= Points

Example:

4 Very Good 5	X	25	= 20

1 Poor 5	X	25	= 5

6.2 Evaluation Criteria

Proposals will be evaluated on the following four (4) criterion. Each criterion will be scored based on the scoring scale listed in Section 6.1. A responsive and responsible Offeror may receive a total possible score of one hundred twenty-five (125) points.

If there are any changes in key personnel and/or staffing after an Offeror's proposal is selected for further discussion, and prior to award of the contract, the Offeror shall notify ADC immediately. ADC may choose to reevaluate the Offeror's Proposal, which may result in its removal from the list of Offerors.

6.2.1 Proposal Criteria 1: Communication Plan (Total 40 points)

a. Demonstrate an understanding and experience in managing communication plan for State and/or County Government organization. **(10 points)**

b. Project team organization and structure of key personnel for services within the RFP are clearly defined and qualified in each respective to task(s), role(s), and responsibility(s) to deliver on the initiatives, herein post-award deliverables, and managing communication plan for State and/or County Government organization. **(10 points)**

c. Demonstrate the ability to develop communication strategy for State and/or County Government organization. **(10 points)**

d. Demonstrate past experiences and understanding of the needs and challenges working in the agriculture and agribusiness sectors **(10 points)**

6.2.2 Proposal Criteria 2: Experience and Capabilities (Total 40 points)

a. Relevant experience and qualifications of key personnel related to public relations contracts of similar scopes of work herein this RFP. **(10 points)**

b. Demonstrated experience and capability of Offeror and or subconsultants in working with the State, City, or federal agencies on projects of similar scope and requirements herein this RFP. Offerors may reference projects in other counties or states. **(10 points)**

c. Work experience in the State of Hawai'i with similar types of public relations services, or deliverables similar to this RFP. **(10 points)**

d. Demonstrate sufficient staffing capacity, facilities, and resources to complete the Project Initiatives on-time and within the projected budget ceiling (see Section 1.2) and contract term (see Section 1.5). **(10 points)**

6.2.3 Proposal Criteria 3: Past Performance on Projects of Similar Scope of Work and Deliverables (Total 30 points)

a. Demonstrated comprehensiveness, caliber, and quality of work samples submitted for similar services and delivery methods within this RFP. **(10 points)**

b. Demonstrated ability to complete awarded work within allocated time and budget. Examples of exceptional work that exceed the project timeline or budget may be referenced, however, please provide detailed explanation on the overruns. Consideration will be given to the extraordinary circumstances out of the Offeror's control. **(10 points)**

c. Client references show satisfaction with the Offeror's quality of work, timeliness, and responsiveness of Offeror's performance, services, and deliverables. **(10 points)**

6.2.4 Evaluation Criteria 4: Cost (Total 15 points)

Cost shall be inclusive of all labor, tools, equipment, supplies, material, transportation, fees, all applicable taxes and any other costs incurred to provide the work as specified in Section 8.1.1 and 8.1.2.

a. **Cost Competitiveness.** The fee proposals shall be evaluated on a scale of zero (0) to ten (10) to determine the highest level of cost competitiveness, to benefit ADC. Only the lowest total fee of the Offerors shall receive the maximum score of ten (10) points. Pursuant to Chapter 3-122-52, HAR, the points allocated to higher-priced proposals shall be equal to the [lowest proposal price] multiplied by the [maximum points available points], divided by the [higher proposal price]. Results of the point calculation will be rounded to the nearest whole number, other than ten (10). Refer to the formula example below, Figure 2.
(10 points)

Example: higher-priced proposal formula

$98	**x**	**10**	**÷**	**$150**	**=**	**7**
[Lowest Proposal Price]		[Maximum Points]		[Higher Proposal Price]		[Possible Points]

b. **Cost Reasonableness.** The fee proposals shall be evaluated on a scale of zero (0) to five (5) to determine the reasonableness of the Offeror's proposed fees to complete each task and post-award deliverable required to fulfill the Project objectives of this RFP. ADC may use any cost analysis techniques, or in its sole discretion, to determine the reasonableness of the Offeror's fee proposal. A score of five (5) points shall be given to the fee proposal that demonstrates the most reasonable allocation of fees to each item in the fee proposal. The next most reasonable fee proposal shall receive a score of three (3) points. The least reasonable fee proposal shall receive a score of one (1) point. An Offeror may receive a score of zero (0) points if the fee proposal is incomplete. **(5 Points)**

Section 7: Contract Management

Contract management refers to post-award type activities, such as contract implementation, contract administration, measurement of work completion, and payment computation based on deliverables. Moreover, it involves the monitoring of a contract, making important changes and modifications to the contract, and dealing with related problems. Focused attention to contract management considerations facilitates a positive working relationship between the government customer, procurement staff, and the contractor for the successful implementation of the contract award.

7.1 Post-Award Communications: Contract Administrator

The Contract Administrator identified below is the single point of contact (POC) **post-award**. The contractor shall direct to the Contract Administrator all questions concerning the post-award process and any other questions that may arise related to the resulting contract. The Contract Administrator designated by the State of Hawaii, ADC is:

Ken Nakamoto
Project Manager
Agribusiness Development Corporation
235 S. Beretania St., Ste. 205, Honolulu, HI 96813
Ken.t.nakamoto@hawaii,gov
Phone: (808) 586-0186; Fax: (808) 586-0189

7.2 Contractor/State Meetings

The contractor shall participate in initial meetings with the State to discuss the contract, including but not limited to; an estimated timeline for transition and implementation, status reports of the transition and implementation, the expectation of deliverables, training sessions, and follow-up meetings.

7.3 Dispute Process and Escalation

If conflict arises, either the Contractor or ADC shall pursue alternative dispute resolution procedures to voluntarily resolve those issues prior to litigation. These procedures may include but are not limited to: conciliation; facilitation; mediation; and fact-finding.

7.4 Quality Control

The Contractor shall provide quality services/products and management oversight of all processes. The Contractor shall use key performance indicators that are acceptable within the specific market industry to manage and monitor quality performance. The Contractor shall provide accurate data/reports and meet deliverables, with emphasis on the overall success and positive impact on the services specified herein. The Contractor shall provide management, support, and qualified personnel to accomplish the objectives of this contract.

7.4.1 Key Performance Indicators (KPIs)

This section should identify any KPIs for determining contractor progress. This table is an illustration of a table delineating major milestones identified in the contract.

RFP Reference	Items	Standard Performance Expectation	Due Date
Section X.X	Length of time to complete transition and implementation.	Within 90 days of notice to proceed	Enter Date

Section X.X	Number of training sessions provided to agencies/departments.	95% sessions completed within three months of the request	Enter Date

7.5 Post Award Deliverables

This section should identify critical milestones and contract deliverables. This table is an illustration of a table delineating deliverables.

The contractor shall provide, upon request of the State, the following, including but not limited to deliverable items:

RFP Reference	Due Date	Deliverable	Action Required
Section X.X Liability Insurance	Prior to the start of the contract	Liability Insurance Certificates	Contractor shall maintain during the life of the contract.
Section X.X Usage Reports	Monthly/Quarterly/Annually as requested	Reports include but not limited to: Progress reports describing the work completed, including summary of resulting analytics.	Contractor shall provide on a monthly/quarterly/ annual basis with additional reports as requested.

Section 8: Special Provisions

8.1 Scope of Work

ADC is developing a public outreach and communications campaign strategy to educate and inform stakeholders and the community about current project status and upcoming initiatives. This campaign project will focus on four areas: key message development, digital content development, community/stakeholder relations and issues management / media relations. All activities will be coordinated through the ADC Executive Director's Office.

8.1.1 Task One:

Key Message Development:

- Create an integrated strategic communications plan for ADC. The strategic communications plan should be integrated across all communication platforms for all communications purposes including, but not limited to, public education; public appearances and presentations; websites and website platforms; social media platforms; digital marketing; development of a collateral plan that identifies the types of materials to be utilized (e.g., brochures, fliers, and fact sheets) for all purposes; and a media relations plan for the duration of the contract. The rebranding should include a new logo, and graphic designs to be applied to all the above. Contractor shall deliver technical information in plain language for a general audience.
- The strategic communications plan shall be developed on the foundation of the "ADC story." A rich story narrative is a powerful and crucial component to successful communications and marketing. With an audience-centric approach the story should be straightforward and instantly and intuitively understood, through illustration wherever possible, without the need for detailed analysis or competence in agricultural initiatives by the audiences. ADC's story shall include the agency's projects and initiatives and convey Hawai'i's progress and goal to promote local agriculture, and with public support and proper policy, Hawai'i can create a resilient, thriving agriculture economy. Contractor shall deliver technical information in plain language for a general audience.

8.1.2 Task Two:

Community/Stakeholder Relations:

- The increasing public challenges and vocalized community concerns about agricultural projects' impacts on communities statewide have made it clear that there needs to be more intentional effort to reach out to and include grassroots community in our strategic partnerships and stakeholder engagements and collaborations to more effectively, efficiently, and equitably advance our sustainability and export goal.
- Assist the ADC Executive Director's Office with creating and maintaining a social media services plan and updating ADC's social media accounts. This includes, but is not limited to, the posting of photos and videos of programs, along with industry events and workshops sponsored by ADC. Social media platforms to include Facebook, Twitter, Instagram, YouTube, and LinkedIn.

8.1.3 Task Three:
Crisis Management and Media Relations:

- Monitor news cycle for ADC or ADC-related content.
- Identify emerging organization-related issues and respond accordingly with factual and targeted messaging and taking points after conferring with the ADC Executive Director.
- Serve as a resource to ADC during natural disasters, health-related crises, business interruptions, and other emergencies. This includes, but is not limited to, participating in emergency crisis conference calls, training exercises, updating ADC's social media accounts, distributing press releases, helping with internal communications, and communicating with media and stakeholders as needed.
- Pitch stories to the media as necessary.

8.1.4 Task Four:
Digital Content Development and Copywriting:

- Develop content for up to 12 newsletters per year to provide the agriculture audience with a better understanding of ADC's activities and to gain public support. The content will be informational, promotional and reader-friendly technical articles, along with photographs and graphics. Activities will include:
    i. Research and copywriting
    ii. Photography
    iii. Assist with maintaining and updating ADC's email distribution list in Constant Contact or a similar program.

- Revamp ADC's website (dbedt.hawaii.gov/adc) to a fully interactive site as a tool to amplify the strategic communications plan. The new website must effectively tell ADC's story to connect with all audiences. The new website must manage and share data and content and facilitate interactive community engagement. This online space shall make it possible for Hawai'i's agriculture community to have a voice and a greater sense of ownership and inclusiveness in decision-making about Hawai'i's agricultural future. Website redesign should include the following:
    1. Information architecture (sitemap, wireframes, content strategy)
    2. Design with updated branding
    3. Development (buildout on State's current platform with ADA accessibility)
    4. SEO (Search Engine Optimization)
    5. Content development
    6. Deployment/site launch (including testing)
    Tracking and analysis

- The new website shall be built on intuitive visualization and navigation principles (e.g., the hierarchy of information principles) incorporating powerful images and a logical navigation. A style guide, including icons, representing subject matter shall be created and implemented across all communication channels.

- WordPress is the preferred content management system. The new website must conform to State of Hawai'i technology standards through the direction of ADC.

- ArcGIS Platform (i.e., ArcGIS Online, StoryMaps, Hub) shall be integrated into ADC's website. The ArcGIS Platform will support the ADC's overall communication

objectives through digital storytelling and interactive, sharable data. Contractor shall have experience with the ArcGIS Platform

- Include an interactive capability to support the ADC's community outreach activities that might include tools such as Consider.it, Pinpoint, Esri Hub, and Granicus, among others.

- Develop meeting notice and document management platform for the posting, document search, and dissemination of public meeting notices and agendas, submittal packages, public testimony, meeting video files, and meeting minutes. Should include option for general public to sign up for meeting notices and updates and also allow ADC staff to manually edit the notification list.

- Contractor shall coordinate all website updates with the Department's information technology office.

- Website and platforms must be ADA compliant.

8.1.3 Contractor's Responsibilities:

- Unless otherwise provided in this RFP, the Contractor is responsible for obtaining all official licenses, approvals, clearances and similar authorizations required by any local, State, or federal agency to perform the work required in this RFP.

8.1.4 ADC's Responsibilities:

- Provide direction and guidance as requested.
- Provide general information in a timely manner.
- Pay invoices in a timely fashion upon verification of satisfactory performance.
- Maintain an oversight and advisory role for each of the tasks outlined above.

8.2 [Reserved.]

8.3 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.

8.4 [Reserved.]

8.5 Termination for Convenience or Unavailability of Funds

The following shall supplement Section 14 - TERMINATION FOR CONVENIENCE, of the AG-008 103D General Conditions.

The Agency procurement officer may, when the interests of the STATE so require, terminate this Contract in whole or in part, for the convenience of the STATE. The Agency procurement officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.

8.6 Preferences (if applicable)

a. HAWAII PRODUCTS PREFERENCE

In accordance with HRS §103D-1002 and HAR §3-124 Subchapter 1, the Hawaii Products (HP) preference is applicable to this solicitation. Hawaii Products may be available for those items noted on the offer form. The Hawaii products list is available on the SPO webpage at http://spo.hawaii.gov/for-vendors/hawaii-product-preferences/.

In accordance with HRS §103D-1002 and HAR §3-124 Subchapter 1, the Hawaii products preference may be applicable to this solicitation for products that are mined, excavated, produced, manufactured, raised, or grown in the State and where the cost of the Hawaii input towards the products exceeds fifty percent of the total cost of the product; where the value of the input exceeds fifty percent of the total cost, the product shall be classified as either Class I (10%) or Class II (15%).

The Hawaii Products List is available on the SPO website at http://spo.hawaii.gov; click on "For Vendors" > "Hawaii Product Preferences."

Offeror submitting a Hawaii Product (HP) shall identify the HP on the solicitation offer page(s). Any person desiring a Hawaii product preference shall have the product(s) certified and submitted if not currently on the Hawaii products list, prior to the SPO-038 due date specified in the procurement notice and solicitation, pursuant to HAR §3-124-4. The responsibility for certification and qualification shall rest upon the person requesting the preference.

Persons desiring to qualify their product(s) not currently on the Hawaii product list shall complete form SPO-038, *Certification for Hawaii Product Preference*, and submit to the Procurement Officer issuing the solicitation (IFB or RFP). All additional information required by the Procurement Officer shall be provided at no cost to the State. For each product, one form shall be completed and submitted (i.e. 3 products should have 3 separate forms completed). Form SPO-038 is available on the SPO webpage at http://spo.hawaii.gov; click on "Forms" then search for SPO-038. Submit a *Certification for Hawaii Product Preference* (form SPO-038) to *[Fill in Name of the government agency, contact person, phone number, email and SPO-038 due date and time].*

Late SPO-038 submittals for this solicitation will not be reviewed by this agency.

If the procurement officer approves the SPO-038, an addendum shall be issued showing the new qualified Hawaii product(s) pursuant to HAR §3-124-4(b)(2).

An Offeror who fails to designate that the offer is a Hawaii product shall be presumed to be providing a non-Hawaii product, and award, if made to that Offeror, shall be on the basis that a non-Hawaii product shall be delivered.

Failure to obtain certification and product qualification prior to the deadline for receipt of offer(s), shall indicate that Offeror is providing a non-Hawaii product, and award, if made to that Offeror, shall be on the basis that a non-Hawaii product may be delivered. For evaluation purposes, no preference shall be considered when only Hawaii products are being offered by all offerors.

When a solicitation contains both HP and non-HP, then for the purpose of selecting the lowest bid or purchase price only, the price offered for an HP item shall be decreased by subtracting 10% for the Class I or 15% for the Class II HP items offered, respectively. The contract amount of any contract awarded, however, shall be the amount of the price offered, exclusive of the preferences.

Change in the availability of Hawaii products. In the event of any change that materially alters the offeror's ability to supply Hawaii products, the offeror shall notify the procurement officer in writing no later than five (5) working days from when the offeror knows of the change and the parties shall enter into discussions for the purposes of revising the contract or terminating the contract for convenience.

Sample Language: Include on Solicitation Offer Page

The following offer is hereby submitted for Disposable Polyethylene Bags, as specified herein:

Item No.	Brief Description	Recycled Product (x)	Estimated Quantity (Bags)	Unit Bid Price Per Bag	Estimated Total Bid Price

GROUP 1. LOW/LINEAR LOW-DENSITY POLYETHYLENE

A Hawaii Product and a Recycled Product preference are available for Items 1 to 8. In accordance with the Special Provisions, Offerors **shall** indicate below whether or not a Hawaii Product is being offered. Offerors offering a Hawaii Product shall specify the product and class of the product Offered.

1. 24" (15" x 9")W x 24" L,
   10 gal. capacity,
   1 mil minimum
   Net wt. per 500 bags:
   19.1 lbs. minimum
   ( ) 17,500 $_____ $_____

☐**Non-Hawaii Product**
☐**Hawaii Product**
☐**Class I** ☐ **Class II**

Dimensions _____
Quantity of bags per case _____
Net wt. per case _____
Gauge _____
Cost per case _____

Brand Name & Product No._____

b. <u>SOFTWARE DEVELOPMENT BUSINESSES PREFERENCE</u>

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.
Bids 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 bid.

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

8.7 Certification of Offeror Concerning Wages, Hours and Working Condition of Employees Supplying Services

All Offerors for service contracts shall comply with section HRS §103-55, which provides as follows:
Wages, hours, and working conditions of employees of CONTRACTOR supplying services:
Before any prospective Offeror is entitled to submit an 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.
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 the cancellation of the contract.
It shall be the duty of the government 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(b), 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.

8.8 Responsibility of Offerors

The Offeror is advised that in order to be awarded a contract under this solicitation, the Offeror will be required, to be compliant with all laws governing entities doing business in the State including the following chapters and pursuant to Hawaii Revised Statutes 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.

8.8.1 Vendor Compliance - Hawaii Compliance Express (HCE)
Vendors may use the HCE, which is an electronic system that allows vendors/Contractors/service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation, Federal Internal Revenue Service; Department of Labor and Industrial Relations, and Department of Commerce and Consumer Affairs.

8.8.2 Timely Registration on HCE
Vendors/Contractors/service providers intending to use the HCE to demonstrate compliance are advised to register on HCE as soon as possible at https://vendors.ehawaii.gov. The annual registration fee is $12.00 and the 'Certificate of Vendor Compliance' is accepted for the execution of a contract and final payment. If a vendor/Contractor/service provider is not compliant on HCE at the time of award, the Offeror will not receive the award.

8.8.3 Verification of Compliance on the HCE
Prior to awarding this contract, the State shall verify compliance of the Contractor(s).

8.8.4 Vendor Compliance - Paper Documents
Vendors not utilizing the HCE to demonstrate compliance shall provide the paper certificates to ADC as instructed below. All certificates must be valid on the date it is received by ADC. Timely applications for all applicable clearances are the responsibility of the Offeror.

8.8.4.1 HRS Chapter 237 Tax Clearance Requirement for Award
Pursuant to Section 103D-328, HRS, the Contractor shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green-certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate.

The *Tax Clearance Application*, Form A-6, and its completion and filing instructions, are available on the DOTAX website: http://tax.hawaii.gov/forms/.

8.8.4.2 HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award

Pursuant to Section 103D-310(c), HRS, the Contractor shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue. A photocopy of the certificate is acceptable to ADC.

The *DLIR Form LIR#27 Application for Certificate of Compliance with Section 3-122-112, HAR,* and its filing instructions are available on the DLIR website: http://labor.hawaii.gov/forms/.

8.8.5 Compliance with Section 103D-310(c), HRS, for an entity doing business in the State.
[This is not required if utilizing the Hawaii Compliance Express]

8.8.6 Timely Registration
The above certificates should be applied for and submitted to the State as soon as possible. If a valid certificate is not submitted on a timely basis for an award of a contract, an Offeror otherwise responsive, may not receive the award.

8.8.7 Verification of Compliance
Upon receipt of compliance documents, the State reserves the right to verify their validity with the respective issuing agency. The Contractor shall maintain their compliance throughout the term of the contract.

8.8.8 Required Review
Before submitting a proposal, each Offeror must thoroughly and carefully examine this RFP, any attachment, addendum, and any 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.

Should Offeror find defects and questionable or objectionable items in the RFP, Offeror shall notify the State in writing prior to the deadline for written questions as stated in the Section 1.3 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 on a defective solicitation and exposure of proposal(s) upon which award could not be made.

8.8.9 [Reserved.]

8.9 Proposal Preparation

8.9.1 Offer Form 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 page OF-1.

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.

Completion of Offer Form OF-1 is Offeror's acknowledgment and agreement to provide services in all categories identified in the RFP, agreement to provide services in all fifty states, and the understanding of evaluation criteria and process.

8.9.2 Offer Guaranty
An offer guaranty is NOT required for this RFP.

8.9.3 Tax Liability and County Surcharge

Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Offerors are advised that they are liable for Hawaii GET at the current 4.0% rate for transactions made on Oahu, Hawaii, Maui, Kauai, Molokai, and Lanai or the applicable Use tax. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, the Offeror shall state its tax-exempt status and cite the HRS chapter or section allowing the exemption.

County surcharges on state general excise (GE) tax or Use tax may be visibly passed on but are not required. For more information on county surcharges and the max pass-on tax rate, please visit the Department of Taxation's website at http://tax.hawaii.gov/geninfo/countysurcharge.

8.9.4 Federal I.D. No. 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.

8.10 Confidentiality

8.10.1 If an Offeror in good faith considers a portion of an Offer, or correspondence with the State, to contain confidential information, it shall follow the procedures set forth in Section 4.5 Required Format and Content. Costs included or required to be included in an Offer cannot be confidential and will not be withheld from public access.

8.10.2 Any Offeror may request the nondisclosure of designated trade secrets or other proprietary data it considers confidential. Such request shall be in writing specifically identifying the information or material asserted to be confidential and the justification for confidential treatment. The request shall be submitted with the submission of the Offer. The information or material asserted by the Offeror to be confidential to the Offeror shall be clearly marked and be submitted in or with the Offer in such manner as to be readily separable from the Offer (or remaining portion of the Offer) to facilitate public access to and inspection of the non-confidential portion of the Offer. Total Cost proposals cannot be marked confidential.

8.10.3 Pursuant to HAR §3-122-58, the State will consult with the Attorney General regarding an Offeror's request for confidentiality of part of its Offer. The Attorney General shall determine what portions of the request are confidential under Law and what portions are not, in accordance with HRS Chapter 92F. The State shall communicate the Attorney General's determination to the Offeror in writing. If the request for confidentiality is denied in whole or in part, the information or material deemed to be non-confidential shall be made available as public information unless the Offeror appeals pursuant to HRS § 92F-42(1).

8.11 Redaction by the State
If the State determines, pursuant to HRS §92F-13, that any information or material in an Offer, any written question or submission by a Prospective Offeror, an Offeror or a Contractor, any response to any question or submission from a Prospective Offeror, Offeror or Contractor, and/or any Contract document is not required to be disclosed, then the State shall segregate, or redact, or otherwise cause any such information or material to not be made available as public information.

8.12 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:

Procurement Officer
Agribusiness Development Corporation
235 S. Beretania St., Ste.205
Honolulu, HI, 96813

Or via email: dbedt.adc@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 Procurement Officer's debriefing was completed.

The notice of award, if any, resulting from this solicitation shall be posted on the State of Hawaii electronic procurement site.

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

8.14 Contract Execution
The successful Offeror receiving award shall enter into a formal written contract to be signed by the Contractor.

No work is to be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed. 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 supplemental contract for the additional extension period.

8.15 Liability Insurance
The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his Subcontractors, if any, from claims for damages for personal injury, accidental death, and property damage which may arise from operations under this contract, whether such operations be by the Contractor or by Subcontractor or anyone directly or indirectly employed by either of them. If any Subcontractor is involved, the insurance policy or policies shall name the Subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a Subcontractor and naming the Subcontractor as additional insured, the Contractor may require the Subcontractor to provide its insurance, which meets the requirements herein. It is understood that a Subcontractor's insurance policy or policies are in addition to the Contractor's policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its Subcontractor(s) where appropriate.

Coverage	**Limits**
Commercial General Liability (Occurrence form)	$1,000,000 per occurrence $2,000,000 aggregate
Automobile Liability	$1,000,000 per accident

Professional Liability shall be required from vendors providing professional services requiring a license to conduct its business such as an engineer, architect, accountant, lawyer, information technology services, etc.

Each insurance policy required by this contract (with the exception of the Professional Liability policy), including a Subcontractor's policy, shall contain the following clauses:

A. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."

B. "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."

A Waiver of Subrogation shall apply to the General Liability, Automobile Liability, and Worker's Compensation insurance policies and shall be in favor of the State of Hawaii.

Prior to award, the Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this RFP have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of the price list and price list extensions, if any, including those of its Subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default, entitling the State to exercise any or all of the remedies provided in the contract and this RFP for default by the Contractor.

The procuring of such required insurance shall not be construed to limit the Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this RFP. Notwithstanding said policy or policies of insurance, the Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this price list.

8.16 Contract Invalidation

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

8.17 Mistakes in Proposals

8.17.1 Mistakes shall not be corrected after awarding of the contract.

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

8.17.3 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.

8.17.4 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 before award 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 the price, quality, or quantity. If discussions are not held or if the 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 the price, quality or quantity.

8.18 Modification Prior to Submittal Deadline or Withdrawal of Offers

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

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

8.19 Contract Changes – Unanticipated Amendments

During the course of the contract, the Contractor may be required to perform additional work which shall be within the general scope of the initial contract. When additional work is required, the Contract Administrator will provide the Contractor a written description of the additional work and request the Contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work.

Contractor will not commence additional work until the Contract Administrator has secured the required State approvals necessary for the amendment and an executed written contract

amendment has been issued.

8.20 Re-execution of Work

The Contractor shall re-execute any work that fails to conform to the requirements of the contract which appear during the course of the work and shall immediately remedy any defects due to faulty work by the Contractor.

PUBLIC RELATIONS, COMMUNICATIONS, AND OUTREACH SERVICES

RFP-25-200-027

Ken Nakamoto
Agribusiness Development Corporation
State of Hawaii
Honolulu, Hawaii 96813

Dear Ken Nakamoto:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and the AG General Conditions, Form AG-008 or as amended; 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 bid, 1) Offeror is declaring this offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) Offeror 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. _____

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

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

Respectfully submitted:

_____	**(x)**	_____
Date		Authorized (Original) Signature
_____		_____
Telephone No.		Name and Title (Please Type or Print)
_____	**	_____
Fax No.		**Exact Legal Name of Company (Bidder)**
_____		
E-mail Address		

**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:

CLIENT REFERENCES
OFFER FORM OF-2

Client References: Offeror is required to fill out Section 1 for a minimum of three (3) references to customers who received services similar to those called out in this RFP. Offeror shall then complete Section 2 for each reference and email to referenced customer to complete Section 3.

Section 1. To be completed by the offeror and submitted with offer.

Customer Name #1: _____
Address: _____
Reference Name: _____
Current Phone: _____

Customer Name #2: _____
Address: _____
Reference Name: _____
Current Phone: _____

Customer Name #3: _____
Address: _____
Reference Name: _____
Current Phone: _____

Customer Name #4: _____
Address: _____
Reference Name: _____
Current Phone: _____

Customer Name #5: _____
Address: _____
Reference Name: _____
Current Phone: _____

The State may contact all of the references listed to inquire about Offeror's equipment, services, performance, and degree of customer satisfaction. Full points for references will not be awarded unless Section 2 and 3 are emailed from referenced customers in accordance with Section 6.2.3.

Section 2. To be completed by the Contractor – Offeror or Sub-contractor

Contractor Name:	Contractor Contact/Name:
Project Dates:	Contractor Contact Phone:
Customer Organization:	Customer Contact Name:
	Customer Phone:
Customer Address:	Customer Fax:
Operating Budget of Organization:	
Project included implementation in which of the following procurement categories (Check all that apply): ☐ Acquisition Planning ☐ Market Research ☐ Solicitation and Award ☐ Contract Management ☐ Completion & Closeout ☐ Other Services	
Project included implementation of procurement categories listed above in a government and/or education organization: ☐ Yes ☐ No	
Scope of Project:	
Number of employees staffed for this project:	
Total One-Time Cost of Project (Estimated/Actual):	

Reason for Change in Total One-Time Cost of Project, if applicable:				
Scope of Contractor/Offeror's Involvement in this project:				
Number of employees Contractor/Offeror staffed for this project:				
Original Value of Contractor/Offeror's Contract:		Actual Total Contract Value:		
Reason(s) for Change in Value:				
Estimated Start & Completion Dates:	From:	Click here to enter a date.	To:	Click here to enter a date.
Actual Start & Completion Dates:	From:	Click here to enter a date.	To:	Click here to enter a date.
Reason(s) for Difference Between Estimated and Actual Dates:				

Section 3. To be completed by the Customer Organization

Contractor Name (maybe subcontractor to Offeror):
Customer Organization:
Contractor Name:
Customer Organization:

A. Validation of Referenced Project Data Provided by Offeror in Section 2

Comments from the Customer Organization

B. Past Performance Reference

RATING GUIDELINES

Selection	Rating
5	Significantly exceeded your expectations.
4	Somewhat exceeded your expectations.
3	Met your expectations.
2	Somewhat below your expectations.
1	Significantly below your expectations.

Please explain ratings of 1, 2, or N/A in the Comments section below.

Criteria	Rating	Not Applicable
1. The Contractor provided sufficient project resources with appropriate skill sets to meet all project goals and objectives.	Choose an item.	☐
2. The Contractor effectively managed its project staff to achieve project goals and objectives.	Choose an item.	☐
3. The Contractor met all required tasks and deliverables timely and satisfactorily.	Choose an item.	☐
4. The Contractor provided effective training and knowledge transfer to meet project goals.	Choose an item.	☐
5. The Contractor satisfactorily managed project scope and risk to adhere to project schedule, control costs, and meet project goals.	Choose an item.	☐
6. The Contractor provided effective post-implementation maintenance and operations support.	Choose an item.	☐

Comments:
For Criteria with Ratings of 1, 2, or N/A:
General Comments:

As a representative of the Customer Organization listed above, I approved the responses to the previous statements about the performance of the Contractor listed above on the project identified in Section 2 of this Offeror Experience Reference Form.	
Printed Name:	Printed Title:
Signature:	Date:

ATTACHMENT A

SUBMISSION OF QUALIFICATIONS (SOQ)

PUBLIC RELATIONS, COMMUNICATIONS, AND OUTREACH SERVICES

SOQ SUBMISSION REQUIREMENTS

Each interested party shall submit a Statement of Qualifications which shall include the information and materials described below. The SOQ shall be organized in a manner that is consistent with the headings and sequence presented below. Offerors shall submit one electronic copy of the SOQ along with their proposal via HIePRO to the Contract Administrator.

1. Cover Letter. Submit a cover letter on the interested party's letterhead addressed to ADC and signed by an authorized representative of the interested party.

2. Applicant – Type of Entity and Ownership Interests. Provide the following information:

    a. Name. The legal name of the interested party.

    b. Type of Entity. Identify the type of entity (e.g., corporation, limited liability company, etc.), and the state or country of organization.

    c. Owners. Identify all individuals or entities holding a 10% or more ownership interest in the interested party and their respective ownership interests. Provide any additional background information about any of the owners that may support the qualifications of the application with respect to this SOQ, including descriptions of any key roles that any of these individuals or entities will play in the project. Any foreign corporation or business entity must obtain the appropriate certificate of authority to do business in the State of Hawaii.

    d. Directors/Officers. Identify the directors and officers of the interested party, including names and titles. Provide any additional background information about any of the directors and officers that may support the qualifications of the interested party with respect to this SOQ, including descriptions of key roles that any of these individuals will play in the project.

    e. Project Team. Describe the organization of the interested party and the project team, and the roles and responsibilities of each member of the project team, including major consultants. Provide an organizational chart and the names, titles, resumes, and contact information of the principals of each member of the project team.

        Describe any previous experiences of the project team with projects that are similar in type, and scope of services.

    f. Other Experience. Describe any other experience that may be appropriate to establish the interested party's qualifications.

g. Other Information. Provide any other information regarding the interested party, the development team, or its members that may be pertinent to establishing the interested party's qualifications.

h. References. Provide at least 3 references (including name, title, address, email address, phone number) that ADC may contact to confirm the project team members' qualifications, past performance, and any of the information provided in the SOQ.

ATTACHMENT B

REQUEST FOR PROPOSALS (RFP) SUBMITTALS

PUBLIC RELATIONS, COMMUNICATIONS, AND OUTREACH SERVICES

RFP SUBMISSION REQUIREMENTS

Offerors shall submit one digital copy of their RFP submissions via email to the Contract Administrator. Each submittal shall include the following:

1. Cover Letter. Submit a brief cover letter on the Offeror's letterhead addressed to ADC and signed by an authorized representative of the Offeror. The cover page should include the following:
    - The name and number of the RFP: RFP 25-200-027 for Public Relations, Communications, and Outreach Services.
    - Name and address of Company
    - Company Federal and State tax ID #
    - Name, email address, and phone number of contact person

2. Executive Summary. Provide an executive summary of the critical aspects of the Offeror's proposal.

3. Narrative Description. Provide a narrative description of how the proposal meets the overall objectives. Accordingly, it should explain the communications plan, including the overall approach, schedule, project team expertise, and ability to work within budget and on time. This narrative should explain the reasonableness of the communications plan and reflect an understanding of the requirements necessary to implement in a timely manner.

4. Proposed Approach. A detailed communications plan outlining the proposed approach to addressing the scope of work, including strategies for media relations, crisis communication, and social media support. Describe how the Offeror plans to work with ADC to ensure alignment with ADC's communication objectives. The plans should also address the suggested KPIs. Describe how the plan will track the performance measures and produce outcomes that meet suggested targets. Offeror may propose equivalent KPI, measures, and targets if these do not align with the proposed approach.

5. Budget and Cost Proposal. A detailed cost breakdown for services, and any additional expenses. The proposal should clearly separate standard communications and public affairs services from the crisis communications services.

6. SOQs. As described in Attachment A

ATTACHMENT C (Bound separately)

Department of Accounting and General Services Comptroller's Memorandum No. 2024-20, Project Labor Agreements (PLA) for State Construction Projects, dated July 26, 2024.

LIST OF EXHIBITS (Bound separately)

EXHIBITS

1 – Proposal Checklist
2 – Offer Forms
3 – Reference Forms
4 – AG-008 103D General Conditions

EXHIBIT 2 (Bound separately)

AG-008 Chapter 103D General Conditions