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HAWAII RETIREMENT SAVINGS PROGRAM

RELEASE DATE: May 28, 2026

The State of Hawaii
Department of Labor & Industrial Relations and
The Hawaii Retirement Savings Program

REQUEST FOR PROPOSALS
RFP NO. 26-DO-HRSP-01
(NOTICE TO OFFERORS)

MARKETING & COMMUNICATIONS SERVICES 2026 – 2027

OFFERS ARE DUE AT 12:00 P.M., HAWAII STANDARD TIME (HST) ON

June 29, 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 RELATING TO THIS RFP, ISSUES RELATING TO THE ACCESSIBILITY OF THIS RFP, AND REQUESTS FOR ACCOMMODATIONS FOR PERSONS WITH DISABILITIES IN CONNECTION WITH THIS RFP SHALL BE COMMUNICATED THROUGH HiePRO.

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For screen reader users, the Hawai'i Retirement Savings Program uses Hawaiian orthography.
Please note that screen readers may not read or pronounce the Hawaiian words correctly.

SECTION ONE: INTRODUCTION, TERMS AND ACRONYMS, AND KEY DATES

1.1 INTRODUCTION

The State of Hawaii (SOH) Department of Labor & Industrial Relations (DLIR), on behalf of the Hawai'i Retirement Savings Program (HRSP), is issuing this Request for Proposals (RFP) in accordance with the Hawai'i Public Procurement Code, HRS Chapter 103D, and the associated administrative rules under HAR Title 3, Subtitle 11. Procurement will follow the State Procurement Office (SPO) requirements for competitive sealed proposals, as outlined in HRS §103D-303 and HAR §3-122-42 through §3-122-59.

This solicitation is intended to obtain competitive proposals from qualified Offerors capable of providing comprehensive marketing and communications services to support the statewide rollout of HRSP. All Offerors are advised that the State may conduct this procurement, evaluate proposals, and award a contract strictly in accordance with the requirements of Hawai'i law, applicable SPO guidance, and the terms and conditions contained in this RFP. Offerors not meeting mandatory minimum requirements are deemed non-responsive.

The issuance of this RFP does not commit the State to award a contract, nor is the State responsible for any costs incurred in preparing a proposal. The State reserves the right to amend or withdraw this RFP at any time.

1.2 TERMS AND ACRONYMS

HRSP	Hawaii Retirement Savings Program
AG	Attorney General
BAFO	Best and Final Offer
Contract Administrator	The individual designated to manage the various facets of the contract to ensure the Contractor's total performance is in accordance with the contractual commitments and obligations are fulfilled.
CPO	Chief Procurement Officer, Hawai'i State Procurement Office
CVC	Certificate of Vendor Compliance. A single document that shows compliance with the IRS, DLIR, DCCA, and DOTAX. All four approvals are required in order to contract with the State.
DAGS	Hawai'i Department of Accounting and General Services
DCCA	Hawai'i Department of Commerce and Consumer Affairs
DLIR DO	Hawai'i Department of Labor and Industrial Relations Directors Office
DOTAX	Hawai'i Department of Taxation
GC	General Conditions. Contract terms recommended enacted by the Hawai'i Attorney General's Office.
GET	General Excise Tax
GP	General Provisions
HAR	Hawai'i Administrative Rules. State rules outlining procedures for implementing statute.
HCE	Hawai'i Compliance Express
HlePRO	Hawai'i State eProcurement System
HOPA	Head of the Purchasing Agency. The Director of the Department of Labor and Industrial Relations is the HOPA for the HRSP.
HRS	Hawai'i Revised Statutes
HRSP	Hawai'i Retirement Savings Program
HST	Hawai'i Standard Time
IRS	Internal Revenue Service

KPI	Key Performance Indicator
Offeror	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly, or through a duly authorized representative or agent, a bid for the goods and/or services contemplated in this RFP.
OIP	Hawai'i Office of Information Practices
Procurement Manager	The procurement and contracting manager for the HRSP.
RFP	Request for Proposals, including all parts, Sections, Exhibits, Attachments, and Addenda.
ROI	Return on Investment
SPO	Hawai'i State Procurement Office
State	State of Hawai'i, including its departments, agencies, and political subdivisions.

1.3 ELECTRONIC PROCUREMENT

- 1.3.1. The State has established the Hawai'i State eProcurement System (HlePRO) 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 HlePRO. Registration information is available at the State Procurement Office (SPO) website: <https://hiepro.ehawaii.gov/>, then select HlePRO Vendor Registration Guide. For online assistance, on the HlePRO (<https://hiepro.ehawaii.gov/welcome.html>) landing page, select 'Help Chat – online' at the top of the page. Tyler Technologies can be reached at (808) 695-4620 or by email at: hiepro@ehawaii.gov.
- 1.3.2. The State will use HlePRO to issue the RFP, receive all Offers, and issue any addenda to the RFP. Addenda and the other information and materials shall be provided by the State through HlePRO, including additions or changes with respect to the dates in Section 1.4 (RFP Schedule and Significant Dates). 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.
- 1.3.3. As part of this procurement process, Offerors are informed that awards made for this solicitation, if any, shall be done through the HlePRO and shall therefore be subject to a mandatory .75% (.0075) transaction fee, not to exceed \$5,000 for the total contract term. The mandatory fee (.75%) is applicable for awards by Hawai'i government agencies only. This transaction fee is payable to Tyler Technologies (formerly known as NIC Hawai'i), the vendor administering HlePRO. Refer to the "Instructions" tab in the HlePRO solicitation for more details. The mandatory transaction fee shall be at the Contractor's sole cost and expense.
- 1.3.4. Offerors shall review all special instructions located in HlePRO. 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 HlePRO. Offerors should allow ample time to review their submitted proposal, including attachments, prior to the proposal deadline. The State shall not be responsible for responses/attachments that were not uploaded by the due date/time.
- 1.3.5. Changes to the RFP, including but not limited to answers to questions and procurement requirements, shall be changed via formal written addenda issued by the State. The State accepts no responsibility for a prospective Offeror not receiving solicitation documents and/or revisions to the solicitation. The prospective Offeror is responsible for monitoring HlePRO to obtain any RFP addenda or other information relating to the RFP.

1.3.6. Tyler Hawai'i is the vendor contracted by the State of Hawai'i to provide the HlePRO application only and cannot respond to any questions regarding procurement or a particular solicitation. Payment must be made to Tyler Hawaii within thirty (30) days from receipt of invoice. The invoice is generated based on the date the award is posted.

1.4 RFP SCHEDULE AND SIGNIFICANT DATES

The schedule represents the State's best estimate of the schedule that will be followed. All times indicated are Hawai'i Standard Time (HST). If a component of this schedule, such as "Proposal Due Date/Time," is delayed, the rest of the schedule will likely be shifted by the same number of days. Any change to the RFP Schedule and Significant Dates shall be reflected in and issued in an addendum. No questions will be received after the Written Questions deadline.

ACTIVITY	DATE
RFP ISSUED	May 28, 2026
Deadline for Written Questions	June 4, 2026
State's Response to Questions	June 9, 2026
Proposal Due Date	June 29, 2026 @ 12:00 PM, HST
Evaluation Period	June 29 – June 30, 2026
Notice of Award (Estimated)	June 30, 2026
Contract Start (Estimated)	September 1, 2026
Contract End Date (Estimated)	October 31, 2027

1.5 NOTICE OF INTENT TO OFFER

Notice of intent to offer is not required but is highly encouraged. By registering your company, any applicable addenda will be sent to you. If you are interested in responding to this solicitation, for confidentiality reasons, please email the information specified below to dlir.hrsp@hawaii.gov with "RFP 26-DO-HRSP-01 Notice of Intent to Offer" in the subject line by the deadline noted in the RFP Schedule. This email will serve as your intent to submit an offer. Submission of your intent to offer does not mean you must submit an offer.

• Name and Company	• Company Address
• Name and Contact Person	• Telephone Number
• Email Address	• Solicitation (RFP) Number

1.6 QUESTIONS AND ANSWERS PRIOR TO OPENING OF PROPOSALS

Questions must be submitted through HlePRO by the deadline listed in Section 1.4. The State may consolidate, rephrase, or decline to answer questions. Responses will be posted via HlePRO as formal addenda.

1.7 PROTEST OF RFP CONTENT

Protests concerning the RFP must be filed within a week of the award date pursuant to HRS §103D-701 and HAR Chapter 3-126.

1.8 CANCELLATION

The RFP may be canceled, and any or all proposals rejected in whole or in part, when determined to be in the best interest of the State, pursuant to HRS §103D-308 and HAR §3-122-96 through §3-122-97. The State shall not be liable for any costs incurred by Offerors in the

preparation or submission of proposals.

1.9 WEBSITE REFERENCE

Item	Website
Hawai'i Electronic Procurement System	https://hiepro.ehawaii.gov/welcome.html
DLIR Website	https://labor.hawaii.gov/
HRSP Website	https://labor.hawaii.gov/hrsp/
Hawaii Compliance Express	https://vendors.ehawaii.gov
DOTAX Website	https://tax.hawaii.gov/
DCCA Website	https://cca.hawaii.gov/
State Procurement Website	https://spo.hawaii.gov/
Hawaii State General Conditions	https://hiepro.ehawaii.gov/static-resources/103D-1%20General%20Conditions.pdf
HRS Chapter 389. The Hawaii Retirement Savings Act.	https://www.capitol.hawaii.gov/hrscurrent/Vol07_Ch0346-0398/HRS0389/HRS_0389-.htm

SECTION 2: BACKGROUND AND SCOPE OF WORK

2.1 OVERVIEW AND BACKGROUND

The Hawai'i Retirement Savings Program (HRSP) is a state-sponsored, auto-enrollment individual retirement account (IRA) program designed to provide private-sector workers who lack workplace retirement plans with a secure way to save. Scheduled for a full implementation rollout in December 2026, the program will establish automatic, payroll-deducted Roth IRAs for hundreds of thousands of local employees.

The legal foundation was laid on May 3, 2022, when the Hawaii Legislature passed Senate Bill 3289, officially signed into law as Act 296 (The Hawai'i Retirement Savings Act). This original version operated on an opt-in model.

To boost participation rates, Governor Josh Green signed Senate Bill 855 (Act 113) into law on May 29, 2025. This critical update amended the program, shifting it from an opt-in model to a mandatory auto-enrollment framework for eligible workers.

On February 10, 2026, the Hawai'i Retirement Savings Board formally voted to join the Connecticut Multistate Alliance for Retirement Security (MyCT) Partnership to accelerate administrative setup and control program costs.

The HRSP will require a broad communication strategy that takes into account: Hawaii's multilingual population; culturally diverse communities; rural and neighbor island communities; and residents with varying levels of digital access. The communications strategy must ensure equitable outreach across O'ahu, Maui, Kaua'i, Lāna'i, Moloka'i, and Hawai'i Island.

2.2 SCOPE OF WORK

The successful Offeror shall provide end-to-end marketing and communications services that support the public launch, community awareness, and employer/employee participation in HRSP. Required services include, but are not limited to, the following:

2.2.1. BRANDING & CREATIVE DEVELOPMENT

- Develop culturally competent messaging tailored to Hawai'i's diverse communities.
- Design visual identity assets as needed.
- Produce creative materials such as flyers, brochures, social media graphics, and videos.

2.2.2. MULTILINGUAL TRANSLATION & ACCESSIBILITY

- Translate materials into languages commonly used in Hawai'i, including but not limited to Ilocano, Tagalog, Chuukese, Marshallese, Samoan, and Hawaiian.
- Ensure compliance with HRS Chapter 487A – Language of Consumer Transactions.
- Ensure all materials meet ADA accessibility standards and digital accessibility guidelines.

2.2.3. MEDIA PLANNING & PLACEMENT

- Develop statewide media plans using local, ethnic, cultural, and neighbor-island outlets.
- Secure paid and unpaid media placements.
- Develop digital marketing strategies including social media, display ads, email, and video.

2.2.4. COMMUNITY OUTREACH & ENGAGEMENT

- Partner with community-based organizations (CBOs), nonprofits, and business networks.
- Conduct outreach to small employers and underserved communities.
- Create outreach strategies for communities with limited digital connectivity.

2.2.5. Reporting, Performance Tracking & Organization

- Provide regular performance reports.
- Recommend data-driven adjustments to outreach tactics.
- Collaborate with HRSP staff, consultants, and stakeholders.

2.2.6. Deliverables

A. Branding & Creative Development

- Develop culturally competent messaging reflecting Hawai'i's multilingual and multicultural communities.
- Create visual brand assets for HRSP including logos, campaign themes, templates, and style guides.
- Produce creative materials (print, digital, video) for statewide dissemination.

B. Multilingual Content & Accessibility

- Provide translation of all public-facing materials into languages commonly used in Hawai'i, including but not limited to: Ilocano, Tagalog, Chuukese, Marshallese, Samoan, and Hawaiian, in alignment with HRS Chapter 487A (Language of Consumer Transactions).
- Ensure ADA-compliant formatting for both digital and print materials.
- Conduct cultural reviews to ensure linguistic nuance and appropriateness.

C. Media Strategy, Planning & Placement

- Design a statewide media plan incorporating local, ethnic, and neighbor-island outlets.
- Secure paid and unpaid placements across broadcast, print, radio, digital, and social platforms.
- Develop targeted outreach strategies for communities with limited digital access.

D. Community Engagement & Outreach

- Develop outreach programs in partnership with community-based organizations (CBOs), nonprofit groups, and business associations statewide.
- Coordinate events, workshops, and informational sessions across all islands (O'ahu, Maui, Kaua'i, Lāna'i, Moloka'i, Hawai'i Island).
- Provide employer-focused outreach, with emphasis on small businesses.

E. Reporting, Data Collection & Optimization

- Submit monthly performance reports including media reach, engagement analytics, and community feedback.
- Provide recommendations for iterative improvements based on performance data.
- Maintain regular communication with HRSP staff and project partners.

F. Deliverables Schedule

- Project kickoff meeting and finalized project plan.
- Branding package and initial creative concepts.
- Translated and accessibility-reviewed materials for each campaign phase.
- Media plan and placement schedule.
- Monthly outreach and performance reports.
- Final campaign report including metrics, insights, and recommendations.
- Weekly status meetings either in-person or virtually by Microsoft Teams or Zoom.

2.3 KEY PERFORMANCE INDICATORS (KPI) & PERFORMANCE MEASURES

By setting clear KPIs and performance measures, HRSP can ensure that the selected vendor's efforts are directly contributing to the organization's goals and objectives, while also providing measurable metrics for success. The Successful Offeror shall meet or exceed these standards for all services performed under the Contract, including survey fielding, modeling, data processing, reporting, presentations, and stakeholder engagement.

KPIs may include:

- Timely delivery of project milestones and campaign phases.
- Quality, cultural accuracy, and accessibility of creative assets.
- Demonstrated effectiveness of outreach and awareness efforts.
- Data-supported recommendations for optimizing communications.
- Responsiveness and collaboration with HRSP program staff

2.4 COMPENSATION

Invoicing should be provided monthly based off the fixed price, including all appropriate fees, including but not limited to taxes.

2.5 TERMS OF CONTRACT

The contract term will be defined in the resulting award and is anticipated to cover the period required to prepare for, launch, and conduct initial public-facing HRSP marketing. Extensions may be permitted based on program needs, funding availability, and performance.

2.6 OWNERSHIP RIGHTS

Pursuant to the General Conditions attached hereto and made a part of the RFP, and any resulting contract, all reports, studies, data, photographs, videos, recordings, documents, materials, deliverables, and other work product developed, prepared, assembled, created, or conceived by the Contractor in the performance of the contract shall become the property of the State of Hawai'i.

The Contractor shall not use, reproduce, distribute, publish, or otherwise exploit such work product for purposes unrelated to the contract without the prior written consent of the State.

The State shall retain all ownership rights in materials produced under the contract, subject to any approved third-party intellectual property rights or pre-existing proprietary materials identified by the Contractor and expressly approved by the State in writing.

2.7 SUCCESSION OF ADDITIONAL CONTRACTORS

In the event the State procures a successor contractor(s) or additional contractor(s) for the same or related services upon expiration, termination, cancellation, or completion of the Contract, in accordance with applicable procurement laws and procedures, the Contractor shall provide reasonable transition assistance to the State and cooperation with any successor contractor(s) as requested by the State.

Transition assistance may include, but not be limited to, transfer of work products, records, reports, data, documentation, and other materials necessary to ensure continuity of services.

The Contractor acknowledges that any extension or renewal of this Contract is at the sole discretion of the State. The Contractor shall have no claim for compensation for costs, investments, or other expenditures incurred in anticipation of any extension or renewal unless expressly authorized through a written contract amendment executed by the State.

Transition assistance shall be considered part of the Contractor's obligations under the Contract and shall be included in the contract price unless otherwise approved in writing.

2.8 GENERAL RESPONSIBILITY TO COMPLY WITH STATE REQUIREMENTS

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.

SECTION THREE: PROPOSAL CONTENT AND SUBMISSION

3.1 CONTENT FORMAT

The proposal shall be concise, well-organized, and address all required components in the order described below. All sections must be submitted as a single PDF file unless HlePRO requires separation of attachments.

Documents must be formatted on standard 8.5" x 11" pages, minimum 11-point font size.

3.1.2. PROPOSAL SECTIONS

1. Cover Letter — Signed by an authorized representative.
2. Company Background — Organizational overview; experience with government or public-benefit program marketing; statewide capacity and subcontractors (if applicable).
3. Technical Proposal, including:
 - Communications strategy
 - Cultural & linguistic competency approaches
 - Multilingual content development plan
 - Digital & traditional media strategies
 - Community outreach strategy
4. Sample Work — Examples demonstrating relevant experience.
5. Cost proposal, including:
 - Pricing models for creative development, translation, outreach, events
 - Cost-saving recommendations
 - Detailed budget with narrative justification
6. References (Optional) — At least three references for similar engagements.

Proposals should also highlight:

- Relevant experience in financial empowerment, employer outreach, or state program marketing
- Key program considerations and anticipated challenges for HRSP outreach
- Qualifications of assigned team members
- Proposed timeline for HRSP campaign activation

3.1.3. COVER LETTER REQUIREMENTS

The cover letter shall confirm the Offeror's interest, legal business name, address, authorized signatory, and acknowledgment of all RFP requirements.

3.1.4. TECHNICAL PROPOSAL REQUIREMENTS

The Offeror's Technical Proposal must address:

- Proposed communications strategy for HRSP launch
- Culturally informed, statewide approach
- Multilingual translation workflows and accessibility compliance
- Media planning methodology, channel mix, and statewide reach
- Community partnerships and outreach tactics
- Performance reporting and optimization approach

3.1.5. COST PROPOSAL REQUIREMENTS

The Cost Proposal must include:

- Itemized pricing for creative development, translation services, media planning, events, outreach, and production
- Estimated quantities and units
- Budget narrative justifying cost assumptions and recommended efficiencies
- Optional scenarios or alternative pricing structures (if requested)
- Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Contractor is advised that they are liable for the Hawaii GET at the current 4.5% for sales made on Oahu, and at the 4% rate for the islands of Hawaii, Maui, Molokai, and Kauai. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax-exempt status and cite the HRS chapter or section allowing the exemption.
- Federal I.D. Number and Hawaii General Excise Tax License I.D. Offeror shall submit its current Federal I.D. No. and Hawaii General Excise Tax License I.D. on the Cost Proposal, thereby attesting that the Offeror is doing business in the State and that Offeror will pay such taxes on all sales made to the State

3.1.6 PROPOSAL SAMPLE WORK

Offerors shall provide relevant sample work demonstrating capacity to execute integrated statewide campaigns, particularly for public sector or community-focused audiences.

3.2 PROPOSAL SUBMISSION

All proposals must be submitted electronically through HlePRO. Proposals submitted via email or fax will not be accepted.

3.2.2. DEADLINE FOR PROPOSALS

All proposals must be received by **June 22, 2026, 12:00 PM (HST)**. Late submissions will not be accepted.

3.2.3. QUESTIONS AND CLARIFICATIONS

All questions shall be submitted through HlePRO only. Responses will be issued as addenda and will become part of the RFP.

3.2.4. PROPOSAL PREPARATION COSTS

Any costs incurred in preparing or submitting a proposal are the sole responsibility of the Offeror.

3.2.5. CONFIDENTIAL INFORMATION

Offerors may designate portions of their proposals as confidential in accordance with HRS Chapter 92F and HAR §3-122-58.

Confidential information must be clearly marked and separable.

3.2.6. PROPOSAL MODIFICATIONS & WITHDRAWAL

Modifications may be submitted any time prior to the deadline. No late submissions or post-deadline corrections are allowed.

3.2.7. REGISTER OF PROPOSALS

Proposals will be opened and time-stamped through HlePRO.

3.2.8. OFFER GUARANTY

No proposal guaranty or bid bond is required.

SECTION FOUR: EVALUATION CRITERIA

4.1 REJECTION OF PROPOSALS

A proposal may be rejected for reasons including, but not limited to:

- Late submission
- Failure to meet mandatory RFP requirements
- Non-responsiveness or incomplete proposal components
- Failure to comply with HRS Chapter 103D or HAR Title 3 procurement rules
- Failure to provide required information for evaluation

4.2 EVALUATION COMMITTEE

An Evaluation Committee designated by DLIR DO will review and score all proposals in accordance with this Section. Proposals will be evaluated solely on the criteria described in this RFP. The Committee may request clarifications but is not required to conduct discussions.

4.3 EVALUATION PROCESS

4.3.1. INITIAL REVIEW

DLIR DO will first review proposals for completeness, responsiveness, and compliance with submission requirements. Proposals failing to meet mandatory requirements may be deemed non-responsive.

4.3.2. DETAILED EVALUATION

Responsive proposals will be evaluated using the weighted scoring criteria outlined in Section 4.4 below. DLIR DO reserves the right to conduct reference checks, verify information, and consider performance on prior contracts with DLIR DO or other government entities.

4.4 EVALUATION CRITERIA & SCORING

Proposals will be evaluated on the following criteria and weightings, as established in HRSP's marketing RFP:

1. Experience & Qualifications – 30%
 - Demonstrated success in marketing, communications, or public-benefit program outreach
 - Experience serving diverse, multilingual, and/or statewide audiences
 - Qualifications of the team and subcontractors
2. Creativity & Strategy – 25%
 - Strength and originality of the proposed communication, branding, and outreach strategies
 - Alignment with HRSP's mission and statewide needs

3. Budget & Cost Efficiency – 20%
 - Reasonableness and clarity of the budget
 - Efficient use of resources
 - Cost-saving recommendations
4. Timeline & Implementation Plan – 15%
 - Feasible, well-structured timeline
 - Ability to meet HRSP deadlines and deliverables
5. References & Past Performance – 10%
 - Relevant and positive references
 - Demonstrated success on comparable projects

4.5 PRIORITY LIST / DISCUSSIONS / BEST AND FINAL OFFERS (If Applicable)

DLIR DO may establish a priority list if determined necessary under HRS §103D-303 and HAR 3-122-53. DLIR DO may request additional information, conduct discussions, or request Best and Final Offers (BAFOs), but is not obligated to do so.

4.6 AWARD

Award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the State based on the evaluation criteria in this Section. DLIR DO reserves the right not to award if such action is in the State's best interest.

SECTION FIVE: CONTRACT AWARD

5.1 AWARD OF CONTRACT

Award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the State based on the evaluation criteria established in this RFP. DLIR DO reserves the right to conduct discussions or request Best and Final Offers (BAFOs), but may also make an award based solely on initial proposals. Award is contingent upon the availability of funds and compliance with all applicable procurement laws under HRS Chapter 103D.

5.2 RESPONSIBILITY OF OFFERORS

Prior to award, the selected Offeror must be compliant with:

- Hawai'i General Excise Tax Law
- Hawai'i Employment Security Law
- Worker's Compensation Law
- Temporary Disability Insurance Law
- Prepaid Health Care Act
- Certificate of Good Standing requirements
- This compliance will be verified via Hawai'i Compliance Express (HCE).

5.3 PROPOSAL AS PART OF THE CONTRACT

The RFP, any addenda, and the successful Offeror's proposal may be incorporated into the resulting contract as applicable. In case of conflict between the contract and the proposal, the contract prevails.

5.4 PUBLIC EXAMINATION OF PROPOSALS

Except for portions designated as confidential and permitted by law, proposals will be made available for public inspection upon award and contract execution, pursuant to HRS §§103D-105, 103D-303, and HAR §3-122-58.

5.5 DEBRIEFING / PROTEST

Any protest must be submitted in writing in accordance with HRS §103D-701 and HAR Chapter 3-126.

5.6 CONTRACT EXECUTION / NOTICE TO PROCEED

The successful Offeror shall enter into a written contract with the DLIR DO. Work may not commence until the State issues a formal Notice to Proceed. Any work performed prior to this date is at the Contractor's sole risk.

5.7 INSURANCE

The Contractor shall maintain insurance coverage, including but not limited to:

- Commercial General Liability
- Automobile Liability
- Workers' Compensation

Insurance certificates shall be provided prior to contract execution and maintained throughout the contract term.

5.8 PAYMENT

Payments will be made in accordance with HRS §103-10. Invoices must reference the contract number and be supported by documentation of completed deliverables. Payments are subject to fund availability and fiscal-year constraints.

SECTION 6: ATTACHMENTS, EXHIBITS, APPENDICES

6.1 ATTACHMENTS

If directed by DLIR DO or required by HlePRO at posting, the following optional attachments may be requested to facilitate evaluation and compliance:

Attachment 01: Proposal Transmittal Letter (authorized signatory confirmation)

Attachment 02: Confidential Information List (HRS Chapter 92F compliance)

Attachment 03: Conflict of Interest Disclosure & Attestation

Attachment 04: Standard Qualifications Questionnaire

Attachment 05: Contractor References

Attachment 06: Subcontractor References (if applicable)

6.2 EXHIBITS (STATE STANDARD)

Exhibit A: Overview of the RFP Process (HRS §103D-303 competitive sealed proposals process, addenda, BAFO, priority list)

Exhibit B: General Provisions for Goods & Services (definitions; standards of conduct; offer requirements; award/execution; payment)

Exhibit C: General Conditions for 103D (AG-008 general conditions; payment procedures; federal funds; modifications; confidentiality; records retention)

6.3 APPENDIX A: COST PROPOSAL TABLE

Appendix A provides the structured Cost Proposal Tables (e.g., itemized categories for branding/creative, translation, accessibility, media planning/placement, community outreach, CBO partnerships, digital marketing, video, printing, neighbor-island travel, reporting/analytics, project management, contingency), with units, quantities, unit costs, and extended costs. Offerors must complete Appendix A and include a narrative justification for assumptions and efficiencies.

6.4 ORDER OF PRECEDENCE

In the event of conflict, precedence is:

1. Hawai'i law; then
2. Executed Contract (including any DLIR DO-approved modifications/amendments); then
3. General Conditions (AG-008) and Special Provisions; then
4. This RFP (including Exhibits A–C); then
5. Accepted Proposal (including Appendix A cost tables).

6.5 INCORPORATION BY REFERENCE & ACCESS

All Exhibits (A–C) and HRSP Appendix (A) are incorporated into the solicitation and any resulting contract. Where referenced, links hosted on HlePRO and State sites shall be considered official sources.