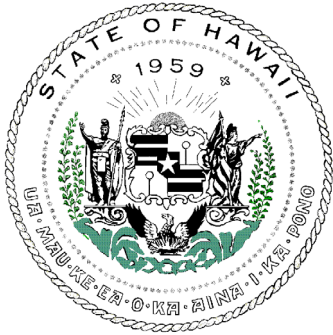




State of Hawaii Department of Taxation

RELEASE DATE: July 15, 2026

REQUEST FOR PROPOSALS No. RFP-27-TAX-02

SEALED OFFERS FOR

State of Hawaii Department of Taxation Website Redesign

State of Hawaii Department of Taxation

The Department of Taxation, Administrative Services Office, would like to solicit offers for Department of Taxation website redesign through the Hawaii State eProcurement System (HlePRO). Offers shall be received via HlePRO.

HlePRO offers will be received up to 4:00 P.M. Hawaii Standard Time on September 2, 2026 and must be submitted in strict accordance with the instructions herein.

Questions shall be submitted via HlePRO by the Question-and-Answer Deadline.

Min Meng
Administrative Services Officer
State of Hawaii
Department of Taxation
Administrative Services Office

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SECTION ONE
INTRODUCTION, TERMS AND ACRONYMS, KEY DATES

1.1 INTRODUCTION

The State of Hawai'i Department of Taxation (DOTAX) seeks proposals from qualified contractors to redesign the tax.hawaii.gov website to better serve individual taxpayers, businesses, tax professionals, and other key stakeholders.

DOTAX is responsible for administering and enforcing Hawai'i's tax laws. The Department oversees the administration and collection of various state taxes, including individual and corporate income taxes, general excise tax, transient accommodations tax, fuel-related taxes, conveyance tax, and other statutory tax programs. In carrying out its mandate, the Department provides guidance to taxpayers, implements tax policy enacted by the Legislature, conducts compliance and enforcement activities, and ensures the fair and consistent administration of the State's tax system.

The Department's public website serves as a primary communication and service platform for individuals, businesses, tax professionals, and other stakeholders. The site houses a broad range of information and resources, including tax forms and instructions, administrative rules, announcements, guidance documents, publications, frequently asked questions, and information on office locations and contact methods. The website also serves as an entry point to online tax services, including electronic filing, payments, account management, and refund status inquiries. As a centralized, statewide resource, the website supports high-volume usage and plays a critical role in delivering timely, accurate, and accessible information to the public.

1.2 CANCELLATION

The Request for Proposals (RFP) may be cancelled and any or all proposals rejected in whole or in part, without liability to the State, when it is determined to be in the best interest of the State.

1.3 TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION

BAFO	=	Best and Final Offer
CPO	=	Chief Procurement Officer
CMS	=	Content Management System
DAGS	=	Department of Accounting and General Services
DOTAX	=	Department of Taxation
ETS	=	State of Hawaii Enterprise Technology Services
GC	=	General Conditions, issued by the Department of the Attorney General
GET	=	General Excise Tax
GP	=	General Provisions
RFP	=	Request for proposals
Procurement	=	The contracting officer for the State of Hawaii,

Officer		State Procurement Office
State	=	State of Hawaii, including its departments, agencies, and political subdivisions

1.4 RFP SCHEDULE AND SIGNIFICANT DATES

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

Release of Request for Proposals	July 15, 2026
Due date to Submit Questions	August 4, 2026
State's Response to Questions*	August 14, 2026
Proposals Due date/time	September 2, 2026 at 4 p.m. (HST)
Notice of Award	September 21, 2026 at 4 p.m. (HST)
Contract Start Date	November 1, 2026

1.5 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will not be held for this RFP.

1.6 QUESTIONS AND ANSWERS PRIOR TO OPENING OF PROPOSALS

All questions shall be submitted via HlePRO by the due date specified in Section 1.4, RFP Schedule and Significant Dates, and as may be amended by a properly executed addendum.

The State will respond to questions via HlePRO by the date specified in Section 1.4, RFP Schedule and Significant Dates, and as may be amended by a properly executed addendum.

SECTION TWO

BACKGROUND AND SCOPE OF WORK

2.1 PROJECT OVERVIEW AND HISTORY

The State of Hawai'i Department of Taxation (DOTAX) seeks proposals from qualified contractors to redesign and modernize the Department's public website (tax.hawaii.gov). The DOTAX website serves as a primary resource for taxpayers, businesses, practitioners, policy makers, and researchers, providing critical information, forms, guidance, and online services. As the primary digital gateway for tax-related interactions with the State, the website must be accurate, accessible, reliable, and easy to navigate for users with varying levels of technical ability.

The current website has grown organically over time, resulting in inconsistent content organization, limited search capabilities, and a heavy reliance on PDF documents that are difficult to search, maintain, and access on mobile or assistive devices. These challenges make it difficult for users to find the information and services they need efficiently, and they hinder the Department's ability to communicate time-sensitive updates and policy changes.

Through this RFP, DOTAX intends to partner with a contractor to deliver a modern, user-centered, and secure website that improves the taxpayer experience, enhances accessibility and transparency, and supports the Department's operational needs. The redesigned website should prioritize intuitive navigation, streamlined access to key services, clear and maintainable content structures, and web-native delivery of information. The Department seeks a solution that reflects best practices in government digital services and provides a scalable foundation for future enhancements.

2.2 SCOPE OF WORK

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

The selected contractor shall provide all services necessary to redesign, develop, implement, and support the transition of the DOTAX public website. The Scope of Work includes, but is not limited to, the following:

2.2.1 Information Architecture and Content Organization

- Develop a clear, intuitive, and consistent site structure that improves access to tax information for individuals, businesses, tax professionals, and other stakeholders.
- Standardize the way information is presented across all tax types and topics to ensure uniformity, clarity, and ease of understanding.
- Conduct content inventory and analysis to support the reorganization of existing materials.
- Reduce reliance on PDFs by converting appropriate content into accessible, web-native formats.
- Improve the usability and structure of the forms section to facilitate quick navigation and accurate form selection.

2.2.2 User Experience and Visual Design

- The website shall be built using the State of Hawaii's new block template. See <https://blocktheme.hawaii.gov/> for more information.
- Deliver a new, modern design that aligns with State of Hawai'i branding guidelines and best practices in government digital services.
- Create a user experience that allows taxpayers and professionals to find information and complete tasks quickly, accurately, and intuitively.
- Implement a fully responsive and mobile friendly layout that functions effectively across all device types and screen sizes.
- Integrate video-based training content and ensure compatibility with multimedia accessibility standards.
- Provide design mockups, component libraries, and UI/UX documentation for approval and future internal use.

2.2.3 Search and Findability Enhancements

- Implement a robust, high-performance search function capable of quickly surfacing relevant pages, forms, and content.
- Ensure the redesigned site performs well across modern search platforms, including emerging AI-driven and semantic search tools.
- Improve metadata, tagging, and structured data to enhance both on-site and external search discoverability.

2.2.4 Accessibility, Compliance, and Inclusivity

- Ensure the redesigned website meets or exceeds current federal accessibility requirements and the Hawai'i Electronic Information Technology Disability Access Standards.
- Apply best practices for inclusive design to support users with disabilities, limited English proficiency, and varying levels of digital literacy.
- Implement standardized archiving practices to support long-term content preservation and compliance with State policies.

2.2.5 Functional Enhancements and Site Features

- Implement a sitewide Alert Bar / Alert Banner capability for emergency notifications, critical tax deadlines, and operational announcements.
- Integrate or support video content, interactive tools, and embedded media where appropriate.
- Provide mechanisms for feedback collection, analytics review, and ongoing evaluation.
- Implement a flexible, scalable content management system (CMS) that supports structured content and future enhancements.

2.2.6 Technology, Development, and Integration

- Develop the site using modern, secure, and widely supported technologies compatible with State IT standards.

- Integrate with existing DOTAX systems and third-party services where appropriate (e.g., e-services portals, licensing lookups).
- Ensure performance optimization for page speed, reliability, and scalability during peak usage periods.
- Implement proper version control, documentation, and coding standards to support long-term maintainability.
- Website design to be hosted on State of Hawaii Enterprise Technology Services' (ETS) WordPress SaaS.
- Design may leverage ETS approved WordPress plugins. For other plugins, the contractor must work with DOTAX IT staff to have them approved by ETS.

2.2.7 Testing, Quality Assurance, and Security

- Manually review and verify all Artificial Intelligence (AI) generated content prior to delivery.
- Conduct thorough quality assurance testing, including functional, accessibility, performance, usability, and security testing, prior to launch.
- Remediate all identified issues before final deployment.
- Validate compliance with security requirements and industry best practices for protecting sensitive user interactions and data.

2.2.8 Training, Transition, and Knowledge Transfer

- Provide a comprehensive transition and handoff plan enabling the Department's internal IT and content teams to manage, maintain, and update the site independently after launch.
- Deliver training sessions, documentation, and administrative guides for CMS usage, content updates, and routine site maintenance.
- Provide optional post-launch support during a stabilization period.

2.2.9 Project Management

- Develop a detailed project plan with timelines, milestones, status reporting, and communication protocols.
- Participate in regular project meetings and provide updates to DOTAX throughout the engagement.
- Prepare required deliverables, including design artifacts, technical documentation, testing reports, and launch plans.

2.2.10 Deliverables

The Contractor shall provide the following deliverables as part of the website redesign project. All deliverables are subject to Department review and approval.

- **Phase 1: Discovery and Strategy**
 - Detailed project plan and timeline, including milestones, dependencies, and resource assignments.
 - Analysis of current site content and recommendations on content that should be removed or reformatted.
 - Updated site map and navigation structure reflecting finalized information architecture recommendations.

- **Phase 2: Design and Prototyping**
 - Standardized content templates for major content types, including tax topics, forms, guidance pages, and announcements.
 - Wireframes for key pages, including templates for high-traffic and task-oriented pages.
 - Component library and style guide, including visual design specifications, branding elements, UI components, and accessibility guidelines.
- **Phase 3: Development and Launch**
 - Fully operational test and production websites.
 - Quality assurance (QA) test plan and test scripts, covering functional, usability, performance, accessibility, and security testing.
 - Final QA report, including documented test results, remediation actions, and sign-off of issue resolution.
 - CMS administrator and content author training, including training materials and recorded sessions for future reference.
 - Technical documentation, including system architecture, integration points, deployment procedures, and ongoing maintenance requirements.
 - Handoff package, including all final design assets, source files, configuration settings, documentation, and administrative credentials.

2.2.11 Offer Qualifications

The Contractor must demonstrate the capability, experience, and capacity to successfully complete the scope of work described in this RFP. Minimum qualifications include, but are not limited to, the following:

- Demonstrated prior experience successfully redesigning complex, content-rich websites for government or public-sector clients.
- Demonstrated expertise in user experience (UX), content strategy, information architecture, search optimization, and usability best practices.
- Must show understanding of and demonstrated experience with the needs of Hawai'i's diverse resident and business communities
- Ability to provide at least three (3) comparable project references, including at least one (1) government or public-sector client.
- Proven experience designing and implementing websites that meet federal and state accessibility requirements, including WCAG 2.1 AA or higher and the Hawai'i Electronic Information Technology Disability Access Standards.
- Experience implementing robust search solutions, including metadata strategy, structured content, and optimization for modern and emerging search platforms (including AI-driven search).
- Proven ability to design, configure, and implement a modern content management system (CMS) that supports structured content, version control, and decentralized content administration.
- Experience conducting user research and usability testing, and the ability to integrate user feedback into iterative design processes.
- Ability to provide comprehensive project management, including timeline development, milestone tracking, communication plans, and risk management.
- Ability to provide training, documentation, and knowledge transfer to enable Department staff to manage and maintain the website post-launch.
- Adequate staffing, technical resources, and operational capacity to complete the project within the required timeline.

2.3 HAWAII DEPARTMENT OF TAXATION RESPONSIBILITIES

The Department will actively support the Contractor throughout the duration of the project to ensure the successful redesign, development, and deployment of the new website. At a minimum, the Department will provide the following:

- (1) Project Oversight and Coordination
 - Designate a project lead to serve as the primary point of contact for the Contractor.
 - Facilitate coordination between internal stakeholders, departments, and subject matter experts (SMEs).
 - Review and approve all project plans, deliverables, timelines, and major milestones.
- (2) Content Review and Approval
 - Provide existing content, documents, forms, and related materials for review and migration.
 - Review new or updated content created or proposed by the Contractor and provide timely feedback and approvals.
 - Identify content owners for each topic area to support future updates and maintenance.
- (3) Technical Access and Support
 - Provide existing content, documents, forms, and related materials for review and migration.
 - Review new or updated content created or proposed by the Contractor and provide timely feedback and approvals.
- (4) Testing and Acceptance
 - Participate in user acceptance testing (UAT) and review of functional demonstrations.
 - Validate the Contractor's testing results and identify any issues requiring remediation.
 - Provide final acceptance of deliverables upon satisfactory completion.
- (5) Post-Launch Ownership
 - Assume responsibility for ongoing content management, monitoring, and maintenance after the handoff and completion of the stabilization period.
 - Maintain internal staff trained by the Contractor on the CMS and operational workflows.

2.4 TERM OF CONTRACT

The contract shall be for a period of twelve (12) months and is intended to begin approximately on November 1, 2026 and end on October 31, 2027.

Unless terminated, the Contractor and the State may extend the term of the contract for one (1) additional six (6) month period or portions thereof without the necessity of re-soliciting, upon mutual agreement in writing at least sixty (60) days prior to the expiration

of the contract. The contract price or commission paid to the Contractor for the extended period shall remain the same or as described in the offer.

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

2.5 CONTRACT ADMINISTRATOR

For the purposes of this contract, Min Meng, Administrative Service Officer, (808) 587-1500, is designated the Contract Administrator.

SECTION THREE

PROPOSAL FORMAT AND CONTENT

3.1 OFFEROR'S AUTHORITY TO SUBMIT AN OFFER

The State will not participate in determinations regarding an Offeror's authority to sell a product or service. If there is a question or doubt regarding an Offeror's right or ability to obtain and sell a product or service, the Offeror shall resolve that question prior to submitting an offer.

The Selected Service Provider will be required to assume responsibility for the life of the contract for all contractual activities, products, and deliverables identified in the RFP and offered in the Selected Service Provider's accepted proposal whether or not the Selected Service Provider directly performs or provides them.

Further, the Selected Service Provider will be considered to be the sole point of contact with regard to contractual matters. If it is known that a part of the work is to be subcontracted or provided by a third party, the Selected Service Provider's proposal shall include, at a minimum, the following information:

- List of all known subcontractors, manufacturers, and other providers of products or services;
- Names and addresses of all subcontractors, manufacturers, and other providers of products or services;
- Description of work to be subcontracted and products to be provided by third parties;
- Descriptive information concerning the organization of all subcontractors and third parties;
- Descriptive information about the previous relevant experience of all subcontractors and third parties and their proposed staffs;
- Descriptive information relating to the nature and duration of the previous relationship of all subcontractors and third parties with the Offeror; and
- Explanation of any existing contractual relationships between the Offeror and subcontractors, or among subcontractors.

3.2 REQUIRED REVIEW

3.2.1 Before submitting a proposal, each Offeror must thoroughly and carefully examine this RFP, any attachment, addendum, and other relevant document, to ensure Offeror understands the requirements of the RFP. Offeror must also become familiar with State, local, and Federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work required.

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

3.3 PROPOSAL PREPARATION COSTS

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

3.4 TAX LIABILITY

- 3.4.1 Work to be performed under this solicitation is subject to the provisions in Chapter 237 HRS, and if applicable, Chapter 238. Contractor is advised that Contractor is liable for the Hawaii GET at the current rate of 4%, plus any applicable county surcharge, unless exempt by law. If Offeror is a person exempt by the HRS from paying the GET, and therefore not liable for the taxes on this solicitation, Offeror shall state its tax-exempt status and cite the HRS chapter or section allowing the exemption.
- 3.4.2 Federal I.D. Number and Hawaii General Excise Tax License I.D. Number are required. 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 business transactions made in the State.

3.5 PROPERTY OF STATE

All proposals become the property of the State of Hawaii.

3.6 CONFIDENTIAL INFORMATION

- 3.6.1 If an Offeror believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld from disclosure as confidential, then the Offeror shall inform the Procurement Officer named on the cover of this RFP in writing and provided with justification to support the Offeror's confidentiality claim. Price is not considered confidential and will not be withheld.
- 3.6.2 An Offeror shall request in writing nondisclosure of information such as designated trade secrets or other proprietary data Offeror considers to be confidential. Such requests for nondisclosure shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

3.7 EXCEPTIONS

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

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

3.8 PROPOSAL OBJECTIVES

- 3.8.1 One of the objectives of this RFP is to make proposal preparation easy and efficient, while giving Offerors ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective.
- 3.8.2 Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate for the purpose. Emphasis will be on completeness and clarity and content.
- 3.8.3 When an Offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Offeror has identified as necessary to successfully complete the obligations outlined in this RFP.
- 3.8.4 The proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this RFP as stated in Section 2.2 SCOPE OF WORK.

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

3.9 PROPOSAL FORMS

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

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

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

- 3.9.3 Offer Form, Page OF-2. Pricing shall be submitted on Offer Form OF-2 (SECTION SEVEN, Attachment 2). The price shall be the all-inclusive cost, including the GET, to the State. No other costs will be honored. Any unit prices shall be inclusive.

3.10 PROPOSAL CONTENTS

Proposals must:

- 3.10.1 Include a transmittal letter to confirm that the Offeror shall comply with the requirements, provisions, terms, and conditions specified in this RFP.
- 3.10.2 Include a signed Offer Form OF-1 with the complete name and address of Offeror's firm and the name, mailing address, telephone number, and fax number of the person the State should contact regarding the Offeror's proposal.
- 3.10.3 If subcontractor(s) will be used, append a statement to the transmittal letter from each subcontractor, signed by an individual authorized to legally bind the subcontractor and stating:
- a. The general scope of work to be performed by the subcontractor;
 - b. The subcontractor's willingness to perform for the indicated.
- 3.10.4 Provide all of the information requested in this RFP in the order specified.
- 3.10.5 Be organized into sections, following the exact format using all titles, subtitles, and numbering, with tabs separating each section described below. Each section must be addressed individually and pages must be numbered.
- a. Transmittal Letter

See SECTION SEVEN, Attachment 1, Offer Form OF-1.

b. Experience and Capabilities.

- 1) A complete, relevant, and current client listing.
- 2) The number of years Offeror has been in business and the number of years Offeror has performed services specified by this RFP.
- 3) A list of key personnel and associated resumes for those who will be dedicated to this project.
- 4) A list of at least three (3) references from the Offeror's client listing that may be contacted by the State as to the Offeror's past and current job performance. Offeror shall provide names, titles, organizations, telephone numbers, email and postal addresses.
- 5) A summary listing of judgments or pending lawsuits or actions against; adverse contract actions, including termination(s), suspension, imposition of penalties, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations against your firm. If none, so state.
- 6) A list of sample projects and/or examples of written plans.

c. Proposal including an overall strategy, timeline and plan. Including:

1) Technical Approach:

The Offeror shall provide a detailed description of the proposed methodology for fulfilling the requirements of the Scope of Work. This section must:

- Demonstrate a clear understanding of the project objectives, deliverables, and constraints.
- Describe the Offeror's approach to information architecture, user experience, content strategy, accessibility, search optimization, and technical implementation.
- Identify tools, platforms, frameworks, and technologies to be used.
- Explain how quality assurance, testing, and validation activities will be conducted throughout the project.

2) Project Strategy, Work Plan, and Execution Details

The Offeror shall provide sufficient detail to allow the State to fully understand how the Offeror proposes to meet the requirements of the Work. This section should include:

- Overall project philosophy, approach, and guiding principles.
- Detailed work plan including major activities, tasks, deliverables, and dependencies.

- Description and samples of all reports, briefings, or documentation to be provided during the project.

3) Organization Chart and Staffing Approach

The proposal shall include:

- A complete organization chart for the project team, including all subcontractors.
- A description of the staffing approach, key personnel roles and responsibilities, and the reporting structure.
- Resumes or qualifications summaries for key personnel, demonstrating relevant experience and expertise.

- d. Pricing.
See SECTION SEVEN, Attachment 2, Offer Form OF-2.
- e. Exceptions.

3.11 RECEIPT AND REGISTER OF PROPOALS

Offers shall be received via HlePRO. Only offers received by the deadline will be considered.

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

3.12 BEST AND FINAL OFFER (BAFO)

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

3.13 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF OFFERS

- 3.13.1 The Offeror may modify or withdraw a proposal before the proposal due date and time.
- 3.13.2 Any change, addition, deletion of attachment(s) or data entry of an Offer may be made prior to the deadline for submittal of offers.

3.14 MISTAKES IN PROPOSALS

- 3.14.1 Mistakes shall not be corrected after award of contract.
- 3.14.2 When the Procurement Officer knows or has reason to conclude before award that a mistake has been made, the Procurement Officer should request the offeror to confirm the proposal. If the Offeror alleges mistake, the proposal may be corrected or withdrawn pursuant to this section.
- 3.14.3 Once discussions are commenced or after best and final offers are requested, any priority-listed Offeror may freely correct any mistake by modifying or withdrawing the proposal until the time and date set for receipt of best and final offers.
- 3.14.4 If discussions are not held, or if the best and final offers upon which award will be made have been received, mistakes shall be corrected to the intended correct offer whenever the mistake and the intended correct offer are clearly evident on the face of the proposal, in which event the proposal may not be withdrawn.
- 3.14.5 If discussions are not held, or if the best and final offers upon which award will be made have been received, an Offeror alleging a material mistake of fact which makes a proposal non-responsive may be permitted to withdraw the proposal if: the mistake is clearly evident on the face of the proposal but the intended correct offer is not; or the Offeror submits evidence which clearly and convincingly demonstrates that a mistake was made.

Technical irregularities are matters of form rather than substance evident from the proposal document, or insignificant mistakes that can be waived or corrected without prejudice to other Offerors; that is, when there is no effect on price, quality, or quantity. If discussions are not held or if best and final offers upon which award will be made have been received, the Procurement Officer may waive such irregularities or allow an Offeror to correct them if either is in the best interest of the State. Examples include the failure of an Offeror to: return the number of signed proposals required by the request for proposals; sign the proposal, but only if the unsigned proposal is accompanied by other material indicating the Offeror's intent to be bound; or to acknowledge receipt of an amendment to the request for proposal, but only if it is clear from the proposal that the Offeror received the amendment and intended to be bound by its terms; or the amendment involved had no effect on price, quality or quantity.

SECTION FOUR

EVALUATION CRITERIA

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

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

1) Understanding of Project Requirements – 10 points

Evaluates the proposer's demonstrated understanding of the Department's needs, project goals, challenges with the current website, and the scope of work.

- Clarity in describing the approach to information architecture, search, accessibility, and content restructuring
- Demonstrated understanding of Hawai'i's unique resident and business user groups
- Alignment of proposed approach with DOTAX objectives

2) Technical Approach & Methodology – 25 points

Evaluates the proposed methods, tools, processes, and technical solutions.

- Strength and feasibility of the proposed redesign approach
- UX/UI strategy, content strategy, accessibility compliance strategy
- Approach to search optimization, metadata, and structured content
- Mobile-first and responsive design methodology
- Integration strategy with existing DOTAX systems and CMS capabilities

3) Vendor Experience & Qualifications – 30 points

Evaluates the proposer's demonstrated ability to successfully deliver similar work.

- Prior experience with government or public-sector website redesigns
- Experience with large, content-rich, and highly structured websites
- Expertise in UX, content strategy, accessibility, and search optimization
- Quality and relevance of required references (minimum of three)

4) Project Team & Staffing – 10 points

Evaluates the qualifications, experience, and capacity of the project team.

- Relevant experience of key team members
- Roles, responsibilities, and level of involvement
- Staff availability and ability to meet project timelines

5) Work Plan, Schedule & Deliverables – 10 points

Evaluates the proposer's plan for delivering the project within the required timeline.

- Realistic and thorough project schedule with clear milestones
- Clarity and structure of deliverables
- Approach to testing, QA, and iterative review cycles
- Strategy for training, knowledge transfer, and post-launch support

6) Cost Proposal – 15 points

Evaluates the completeness, competitiveness, and reasonableness of the cost proposal.

- Cost alignment with project scope and deliverables
- Transparency of pricing and assumptions
- Total cost of ownership considerations

SECTION FIVE

CONTRACTOR SELECTION AND CONTRACT AWARD

5.1 EVALUATION OF PROPOSALS

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

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

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

5.2 DISCUSSION WITH PRIORITY LISTED OFFERORS

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

5.3 AWARD OF CONTRACT

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

5.4 RESPONSIBILITY OF OFFERORS

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

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

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

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

demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation, Federal Internal Revenue Service; Department of Labor and Industrial Relations, and Department of Commerce and Consumer Affairs.

Vendors/contractors/service providers should register with (HCE) prior to submitting an offer at <https://vendors.ehawaii.gov>. The annual registration fee is \$12.00 and the 'Certificate of Vendor Compliance' is accepted for the execution of contract and final payment.

Timely Registration on HCE. Vendors/contractors/service providers are advised to register on HCE soon as possible. If a vendor/contractor/service provider is not compliant on HCE at the time of award, an Offeror will not receive the award.

5.5 PROPOSAL AS PART OF THE CONTRACT

This RFP and all or part of the successful proposal may be incorporated into the contract.

5.6 PUBLIC EXAMINATION OF PROPOSALS

Except for confidential portions, the proposals shall be made available for public inspection upon posting of award pursuant to HRS §103D-701.

If a person is denied access to a State procurement record, the person may appeal the denial to the office of information practices in accordance with HRS §92F-42(12).

5.7 DEBRIEFING

Pursuant to HAR §3-122-60, a non-selected Offeror may request a debriefing to understand the basis for award.

A written request for debriefing shall be made within three (3) working days after the posting of the award of the contract. The Procurement Officer or designee shall hold the debriefing within seven (7) working days to the extent practicable from the receipt date of written request.

Any protest by the requestor following a debriefing, shall be filed within five (5) working days, as specified in HAR §103D-303(h).

5.8 PROTEST PROCEDURES

Pursuant to HRS §103D-701 and HAR §3-126-3, an actual or prospective Offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Any protest shall be submitted in writing to the Procurement Officer at:

Min Meng
Administrative Services Officer
Department of Taxation, State of Hawaii
830 Punchbowl Street, Room 217
Honolulu, HI 96813

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award or if requested, within five (5) working days after the PO's debriefing was completed.

The notice of award, if any, resulting from this solicitation shall be posted on the Procurement Awards, Notices and Solicitations (PANS), which is available on the SPO website: <https://hands.ehawaii.gov/hands/>.

5.9 APPROVALS

Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General, and to all further approvals, including the approval of the Governor, as required by statute, regulation, rule, order, or other directive.

5.10 CONTRACT EXECUTION

Successful Offeror receiving award shall enter into a formal written contract in the form as in Exhibit B. No performance or payment bond is required for this contract.

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

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

5.11 INSURANCE

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

1. Commercial General Liability Insurance

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

above. The Contractor shall be responsible for payment of any deductible applicable to this policy.

2. Automobile Liability Insurance

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

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

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

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

5.11.4 The certificates of insurance shall contain the following clauses:

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

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

5.12 PAYMENT

Incremental payments shall be made to the awarded Contractor upon completion and DOTAX approval that the deliverables meet the expectations of the RFP.

Payment Schedule:

Phase 1: Discovery and Strategy	25% of total contract amount
Phase 2: Design and Prototyping	25% of total contract amount
Phase 3: Development and Launch	50% of total contract amount

5.13 CONTRACT INVALIDATION

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

SECTION SIX

SPECIAL PROVISIONS

6.1 OFFER GUARANTY

A proposal security deposit is NOT required for this RFP.

6.2 INTELLECTUAL PROPERTY RIGHTS

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

6.3 TERMINATIONS FOR CONVENIENCE OR UNAVAILABILITY OF FUNDS

For future contract renewal options, funding is subject to availability. Payment will be made for completed performance.

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

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

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

Wages: The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work.

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

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

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

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

This section shall not apply to:

- (1) Managerial, supervisory, or clerical personnel.
- (2) Contracts for supplies, materials, or printing.
- (3) Contracts for utility services.
- (4) Contracts to perform personal services under paragraphs (2), (3), (12), and (15) of section 76-16, paragraphs (7), (8), and (9) of section 46-33, and paragraphs (7), (8), and (12) of section 76-77, Hawaii Revised Statutes, (HRS).
- (5) Contracts for professional services.
- (6) Contracts to operate refreshment concessions in public parks, or to provide food services to educational institutions.
- (7) Contracts with nonprofit institutions.

SECTION SEVEN

ATTACHMENTS AND EXHIBITS

- Attachment 1: OFFER FORM, OF-1
- Attachment 2: OFFER FORM, OF-2
- Exhibit A: GENERAL PROVISIONS
- Exhibit B: OVERVIEW OF THE RFP PROCESS

**OFFER FORM
OF-1**

State of Hawaii Department of Taxation Website Redesign
STATE OF HAWAII
DEPARTMENT OF TAXATION
RFP-27-TAX-02

Procurement Officer
Department of Taxation
State of Hawaii
Administrative Services Office
830 Punchbowl Street, Room 217
Honolulu, Hawaii 96813

Dear Procurement Officer:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Conditions, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ *Corporation ☐ Joint Venture
☐ Other _____
*State of incorporation: _____

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

Federal I.D. No. _____

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

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

Respectfully submitted:

Date: _____ (x) _____
Authorized (Original) Signature

Telephone No.: _____

Fax No.: _____ Name and Title (Please Type or Print)

E-mail Address: _____ ** _____
Exact Legal Name of Company (Offeror)

**If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

**OFFER FORM
OF-2**

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

\$ _____

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

Offeror _____
Name of Company

GENERAL PROVISIONS FOR GOODS AND SERVICES

HAWAII REVISED STATUTES (HRS) CHAPTER 103D

Attached are the General Provisions, dated April 2013 which are made a part of all offers in response to the solicitation for goods and services. These provisions are in addition to the special provisions provided in the individual solicitations.

Offerors are cautioned to read and understand all the terms and conditions contained in the General Provisions as these provisions will also be made part of the contract for goods and services.

**GENERAL PROVISIONS
FOR
GOODS AND SERVICES**

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1. DEFINITIONS OF TERMS

Terms as used in these General Provisions, unless the context requires otherwise, shall have the following meaning:

a. BID

Bid means any offer submitted in competitive sealed bidding or in the second phase of multi-step bidding.

b. BID PROPOSAL GUARANTY OR SECURITY

The security when required, furnished by an offeror with his offer to ensure that the offeror will enter into the contract with the STATE and execute the required contract and payment bonds covering the work contemplated, if his offer is accepted.

c. CONTRACT

Contract means the combination of the solicitation, including the instructions to offerors, the specifications or scope of work, the special provisions, and the general terms and conditions; the offer and any best and final offers; and any amendments to the solicitation or to the contract; and any terms implied by law.

d. CONTRACT BOND

The approved form of security furnished by the CONTRACTOR and his surety or sureties or by the CONTRACTOR alone, to ensure completion and satisfactory performance of the contract in accordance with the terms of the contract and to guarantee full payment of all claims for labor, materials and supplies furnished, used or incorporated in the work.

e. CONTRACTOR

An individual, partnership, firm, corporation, joint venture or other legal entity undertaking the execution of work under the terms of the contract with the STATE and acting directly or through his, their or its agents, employees or sub-contractors.

f. DAYS

Days mean calendar days unless otherwise specified.

g. GENERAL CONDITIONS

General Conditions issued by the Department of the Attorney General of the State of Hawaii, referred to as Form AG-008, as revised, and included in solicitations by reference. The applicable revised Form AG-008, which is included by reference, is the form dated and in effect at the date the solicitation is issued.

h. GENERAL PROVISIONS

General Provisions are standard terms and conditions.

i. HAR

Hawaii Administrative Rules

j. HEAD OF THE PURCHASING AGENCY

The head of any agency with delegated procurement authority by law or from a chief procurement officer of this STATE to enter into and, administer contracts.

k. HRS

Hawaii Revised Statutes

l. IFB

Invitation for Bids

m. OFFER

An offer means a bid or proposal as defined in sections 1a and 1p, in response to any solicitation.

n. OFFEROR

Any individual, partnership, firm, corporation, joint venture or other legal entity, submitting directly or through a duly authorized representative or agent, an offer for the work or services contemplated in response to a solicitation as defined in 1s.

o. PROCUREMENT OFFICER

Procurement officer means the person with procurement delegation duly authorized to enter into and administer contracts and make written determinations with respect to the contract. The term includes an authorized representative acting within the limits of authority. The delegated authority is received from the chief procurement officer directly or through the head of a purchasing agency or designee to the procurement officer.

p. PROPOSAL

A proposal means any offer submitted in response to any solicitation, except a bid as defined in section 1a.

q. PURCHASING AGENCY

Purchasing agency means any governmental body which is authorized by law or rules, or by way of delegation to enter into contracts for procurement of goods, services, or construction.

r. RFQ

Request for Quotes

s. RFP

Request for Proposals

t. SOLICITATION

Solicitation means an invitation for bids ("IFB"), used in the competitive sealed bidding process, a request for quotes ("RFQ") used in the small purchases process, or a request for proposals ("RFP"), used in the competitive sealed

proposal process for the purpose of obtaining quotes, bids or proposals to perform a STATE contract.

u. SPECIAL PROVISIONS

The terms and conditions pertaining to the specific solicitation in which they are contained and in addition to these General Provisions; including but not limited to terms and conditions describing the preparation of solicitations, evaluation of offers, determination of award, plus those applicable to performance by the CONTRACTOR.

Additions or revisions to the General Provisions, which shall be considered a part of the General Provisions, setting forth conditions or requirements applicable to the particular project or contract under consideration shall be included in the Special Provisions. Should any Special Provisions conflict with these General Provisions, said Special Provisions shall govern.

v. SPECIFICATIONS

A description of what the purchasing agency requires and, consequently, what an offeror must offer to be considered for award.

w. STATE

STATE means the remaining departments of the executive branch and all governmental bodies administratively attached to it, excluding the judiciary, the legislature, the department of education, University of Hawaii, the division of community hospitals, and the office of Hawaiian affairs, except where specifically included in any particular solicitation.

x. SURETY

The individual, firm, partnership or corporation other than the CONTRACTOR, which executes a bond with and for the CONTRACTOR to ensure the CONTRACTOR's acceptable performance of the contract.

y. WORK

The furnishing by the CONTRACTOR of all labor, services, materials, equipment, and other incidentals necessary for the satisfactory performance of the contract.

2. COMPETENCY OF OFFEROR

Prospective offeror must be capable of performing the work for which offers are being called. Either before or after the deadline for an offer, the purchasing agency may require offeror to submit answers to questions regarding facilities, equipment, experience, personnel, financial status or any other factors relating to the ability of the offeror to furnish satisfactorily the goods or services being solicited by the STATE. Any such inquiries shall be made and replied to in writing; replies shall be submitted over the signatures of the person who signs the offer. Any offeror who refuses to answer such inquiries will be considered non-responsive.

The purchasing agency reserves the right to visit an offeror's place of business to inspect its facilities and equipment and to observe its methods of operation in order to facilitate evaluation of performance capabilities.

3. OFFER INCORPORATES SOLICITATION

The solicitation, including the AG's General Conditions, Specifications, General Provisions and any Special Provisions, and other documents referenced in or attached to the solicitation shall be considered a part of the offer whether attached to the solicitation or not at the time of its submission. Such documents shall not be altered in any way when the proposal is submitted and any alterations so made by the offeror may be cause for rejection of the offer.

4. PREPARATION OF OFFER

An offeror may submit only one offer in response to a solicitation. If an offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an offeror may submit only one offer for each line item (if any) of a solicitation. If an offeror submits more than one offer per line item, then all offers for that line item shall be rejected.

Competing subsidiary or jointly-owned companies may submit bids or proposals and these may be accepted for evaluation and award if such companies submit with their bids or proposals a certificate of non-collusion, sworn to before a notary, which acknowledges that the offer is without collusion.

Unless otherwise specified in the solicitation, all prices shall include applicable Federal, state and local taxes. Any illegible or otherwise unrecognizable price offer shall cause automatic rejection of the offer.

Offers submitted in response to an IFB or RFP shall be signed in ink in the space provided on the bid or proposal page by (1) the owner of a sole proprietorship, (2) one or more members of a partnership, (3) one or more members or officers of each firm representing a joint venture, (4) one or more officers of a corporation, or (5) an agent of the offeror duly authorized to submit offers on the offeror's behalf.

5. LATE OFFERS, LATE WITHDRAWALS, AND LATE MODIFICATIONS

Any notice of withdrawal, notice of modification of an offer with the actual modification, or any offer received at the place designated for receipt and opening of an offer after the time and date set for receipt and opening of offers is late. A late offer, late modification, or late withdrawal shall not be considered late if received before contract award and would have been timely but for the action or inaction of personnel within the procurement activity. A late offer or late modification that will not be considered for award shall be returned to the bidder unopened as soon as practicable and accompanied by a letter from the procurement activity stating the reason for its return. A late withdrawal request shall be responded to with a statement of the reason for non-acceptance of the withdrawal.

6. DISQUALIFICATION OF OFFERORS

An offeror shall be disqualified and his offer automatically rejected for any one of the following reasons: proof of collusion, in which case, all offers involved in the collusive action will be rejected and any participant to such collusion will be barred from future solicitations until reinstated; or offeror's delivery of the offer after the deadline specified in the public notice calling for offers, or as amended, except as allowed in Section 3-122-29 (1), HAR.

An offeror may be disqualified and his offer rejected for any one or more of the following

reasons: offeror's lack of responsibility and cooperation as shown by past work or services; offeror's being in arrears on existing contracts with the STATE or having defaulted on previous contracts; offeror's lack of proper equipment and/or sufficient experience to perform the work contemplated; offeror does not possess proper license to cover the type of work contemplated, if required; or offeror's failure to pay, or satisfactorily settle, all bills overdue for labor and material on former STATE contracts at the time of issuance of solicitation.

7. IRREGULAR OFFERS

Offers will be considered irregular and shall be rejected for the following reasons including but not limited to the following: if the offer is unsigned by the offeror, unless otherwise specified in the solicitation; if the required offer guaranty received separately from the offer is not identifiable as guaranty for a specific offer, or is received after the date and time set for the opening; if the required offer guaranty is not in accordance with the solicitation; if the offeror or surety fails to sign the surety bond submitted as offer guaranty; if offeror fails to use the surety bond form furnished by the STATE or identical wording contained in the said form when submitting a surety bond as proposal guaranty; if the offer shows any non-compliance with applicable law or contains any unauthorized additions or deletions, conditioned, incomplete, or irregular or is in anyway making the proposal incomplete, indefinite, or ambiguous as to its meaning; or unbalanced offers in which the price for any item is obviously out of proportion to the prices for other items.

8. STANDARDS OF CONDUCT

All offerors should be certain that their offer is not in violation of HRS §84-15. This section provides as follows:

- a. A state agency shall not enter into any contract to procure or dispose of goods or services, or for construction, with a legislator, an employee, or a business in which a legislator or an employee has a controlling interest, involving services or property of a value in excess of \$10,000 unless:
 - (1) The contract is awarded by competitive sealed bidding pursuant to section 103D-302;
 - (2) The contract is awarded by competitive sealed proposal pursuant to section 103D-303; or
 - (3) The agency posts a notice of its intent to award the contract and files a copy of the notice with the state ethics commission at least ten days before the contract is awarded.
- b. A state agency shall not enter into a contract with any person or business which is represented or assisted personally in the matter by a person who has been an employee of the agency within the preceding two years and who participated while in state office or employment in the matter with which the contract is directly concerned.

9. CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

Unless otherwise specified in the solicitation, a legislative body has appropriated the funds for this contract.

Therefore, if awarded a contract in response to this solicitation, offeror agrees to comply

with Section 11-205.5, HRS, which states that campaign contributions are prohibited from a State and county government contractor during the term of the contract if the contractor is paid with funds appropriated by a legislative body.

10. ACCEPTANCE OF OFFER

- a. Acceptance of offer, if any, will be made within sixty calendar days after the opening of offers, and the prices quoted by the offeror shall remain firm for the sixty-day period. Unless otherwise provided, each individual item or group of items will be awarded to the responsive and responsible offeror whose offer complies with all the solicitation requirements. In determining the responsive and responsible offeror, offers will be evaluated not only on the amounts thereof, but on all factors relating to the satisfactory performance of the contract. Products or servicing capabilities must be of a quality and nature that will meet the needs and purposes of the intended use and must conform to all requirements prescribed in the specifications. The offeror must have the ability to perform as called for in the contract terms. The STATE shall be the sole judge of product or vendor capability. The successful vendor will be notified by letter that the offer has been accepted and that the vendor is being awarded the contract.
- b. If the offer is rejected or if the vendor to whom the contract was awarded fails to enter into the contract and furnish satisfactory security, if applicable, the purchasing agency may, at their discretion, award the contract to the next lowest or remaining responsible offeror or may publish another call for offers; provided in the case of only one remaining responsible offeror, the head of a purchasing agency may negotiate with such bidder to reduce the scope of work, if available funds are exceeded, and to award the contract at a price which reflects the reduction in the scope of work.
- c. The head of a purchasing agency further reserves the right to cancel the contract award at any time prior to execution of said contract by all parties, without any liability to the awardee and to any other offeror.

11. EXECUTION OF CONTRACT

The following subsections shall not apply to any contract in which the total amount payable to the CONTRACTOR cannot be accurately estimated at the time the contract is to be awarded:

- a. In cases where the contract award equals or exceeds the dollar level specified in Section 103D-305, HRS, the STATE shall forward a formal contract to the successful offeror for execution. The contract shall be signed by the successful vendor and returned, together with a satisfactory contract bond if required, and other supporting documents, within ten days after receipt by the vendor or within such further time as the procurement officer may allow.
- b. No such contract shall be considered binding upon the STATE until the contract has been fully and properly executed by all the parties thereto and the State Comptroller has, in accordance with Section 103D-309, HRS, endorsed thereon a certificate that there is an appropriation or balance of an appropriation over and above all outstanding contracts, sufficient to cover the amount required by the contract; with the exception of a multi-term contract, whereby, the State Comptroller shall only be required to certify that there is an appropriation or balance of an appropriation over and above all outstanding contracts, that is sufficient to cover the amount required to be paid under the contract during the fiscal year or remaining portion of the fiscal year of each term of the multi-year contract.

- c. Pursuant to the Attorney General's General Conditions (AG-008, as revised), Section 18, in any contract involving not only STATE but supplemental funds from the Federal government, this section shall be applicable only to that portion of the contract price as is payable out of STATE. As to the portion of the contract price as is expressed in the contract to be payable out of Federal funds, the contract shall be construed to be an agreement to pay the portion to the CONTRACTOR, only out of Federal funds to be received from the Federal government. This subsection shall be liberally construed so as not to hinder or impede the STATE in contracting for any project involving financial aid from the Federal government.

12. CONTRACT BOND

- a. The requirement for contract performance and payment bonds, if any, shall be stated in the Special Provisions of the solicitation.
- b. When required by the Special Provisions, a performance bond and a payment bond shall be delivered by the CONTRACTOR to the STATE at the same time the executed contract is delivered. Each amount of the performance and payment bonds shall not exceed fifty per cent of the amount of the contract price; provided, for contracts where contract price cannot be determined at the time of award, the amounts of the bonds shall be as stated in the solicitation. ‘
- c. The acceptable performance and payment bonds are the same as the acceptable bid or proposal security deposit specified in Section 7. If a surety bond is submitted for either the performance or payment bond, in addition to the form prescribed, a power of attorney for the surety's attorney-in-fact executing the bond shall be provided.

13. FAILURE TO EXECUTE CONTRACT

If the offeror to whom a contract is awarded shall fail or neglect to enter into the contract, and to furnish satisfactory security as required by Section 30 within ten days after such award or within such further time as the procurement officer may allow, the purchasing agency shall pay the amount of offeror's proposal guaranty, as required under Section 7, into the State Treasury as a realization of the STATE. The procurement officer may thereupon award the contract to the next lowest responsible offeror or may call for new offers, whichever method he may deem is in the best interest of the STATE.

14. RETURN OF OFFER GUARANTIES

All offer guaranties submitted as required by subchapter 24, chapter 3-122, HAR, shall be retained until the successful offeror enters into contract and furnishes satisfactory security or if the contract is not awarded or entered into, until the procurement officer's determination is made to cancel the solicitation. At such time, all offer guaranties, except surety bonds, will be returned.

15. PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by §103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

16. DELIVERY EXTENSIONS

In the case of contracts for the purchase of goods, the delivery date or the maximum number of days for delivery will be specified by the STATE in its solicitation requirements, and all goods must be delivered with the time specified. However, the CONTRACTOR will not be held responsible for delay due to fire, flood, riot, labor disturbances, war, shortage of transportation, act of God or other reason beyond his control, provided that he notifies the STATE of such delay and the reason therefore as soon as practicable after its occurrence and requests extension prior to the specified date of delivery. Requests for extension of time shall be accompanied by documents such as the CONTRACTOR's purchase order, manufacturer's acknowledgement, shipping manifest, and any other documents substantiating that the causes for delay were beyond the control of the CONTRACTOR. The STATE shall be the sole judge of whether such delay is truly beyond the control of the CONTRACTOR and whether extension will be granted. The STATE reserves the right to terminate the contract or to assess liquidated damages, if provided for in the contract, for delays not covered by specific authorized extension.

17. PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out any of the provisions of the contract or in exercising any power or authority granted to them by the contract, there shall be no liability upon the procurement officer or his authorized representatives, either personally or as officials of the STATE, it being understood that in such matters, they act solely as agents and representatives of the STATE.

OVERVIEW OF THE RFP PROCESS

The RFP is issued pursuant to Subchapter 6 of HAR Chapter 3-122, implementing HRS section 103D-303.

The procurement process begins with the issuance of the RFP and the formal response to any questions or inquiries regarding the RFP. Changes to the RFP will be made only by Addendum.

Proposals shall be received on the State of Hawaii eProcurement system (HlePRO). The register of proposals and Offerors' proposals shall be open to public inspection after posting of the award. FAQ and Help Videos are available on the HlePRO website <https://hiepro.ehawaii.gov/>.

All proposals and other material submitted by Offerors become the property of the State and may be returned only at the State's option.

The Procurement Officer, or an evaluation committee approved by the Procurement Officer, shall evaluate the proposals in accordance with the evaluation criteria in Section Four.

Proposals may be accepted on evaluation without discussion. However, if deemed necessary, prior to entering into discussions, a "priority list" of responsible Offerors submitting acceptable and potentially acceptable proposals shall be generated. The priority list may be limited to a minimum of three responsible Offerors who submitted the highest-ranked proposals. The objective of these discussions is to clarify issues regarding the Offeror's proposal before the BAFO is tendered.

If during discussions there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate such clarification or change. Addenda to the RFP shall be distributed only to priority listed Offerors who submit acceptable or potentially acceptable proposals.

Following any discussions, Priority Listed Offerors, if any, will be invited to submit their BAFO, if required. The Procurement Officer or an evaluation committee reserves the right to have additional rounds of discussions with the top three (3) Priority Listed Offerors prior to the submission of the BAFO.

The date and time for Offerors to submit their BAFO, if any, is indicated in Section 1.4, RFP Schedule and Significant Dates. If Offeror does not submit a notice of withdrawal or a BAFO, the Offeror's immediate previous offer shall be construed as its BAFO.

After receipt and evaluation of the BAFOs in accordance with the evaluation criteria in Section Four, the Procurement Officer or an evaluation committee will make its recommendation. The Procurement Officer will award the Contract to the Offeror whose proposal is determined to be the most advantageous to the State taking into consideration price and the evaluation factors set forth in Section Four.

The contents of any proposal shall not be disclosed during the review, evaluation, or discussion. Once award notice is posted, all proposals, successful and unsuccessful, become available for public inspection. Those sections that the Offeror and the State agree are confidential and/or proprietary should be identified by the Offerors and shall be excluded from access.

The Procurement Officer or an evaluation committee reserves the right to determine what is in the best interest of the State for purposes of reviewing and evaluating proposals submitted in response to the RFP. The Procurement Officer or an evaluation committee will conduct a comprehensive, fair and impartial evaluation of proposals received in response to the RFP.

The RFP, any addenda issued, and the successful Offeror's proposal shall become a part of the Contract. All proposals shall become the property of the State of Hawaii.