RELEASE DATE: November 2, 2026

The State of Hawaii
Hawaii Law Enforcement Standards Board

Request for Proposals
Solicitation #RFP-27-LESB-001

STATEWIDE LAW ENFORCEMENT JOB TASK ANALYSIS AND TRAINING RECOMMENDATIONS

PROPOSALS ARE DUE AT **5:00 P.M.**, HAWAII STANDARD TIME (HST) ON

Tuesday, January 12, 2027

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

BY ELECTRONIC SUBMISSION THROUGH THE
HAWAII STATE ePROCUREMENT SYSTEM (HIePRO)

**SUBMIT ALL QUESTIONS REGARDING THIS RFP THROUGH HIePRO.
DIRECT QUESTIONS OR ISSUES RELATING TO THE ACCESSIBILITY OF THIS RFP (INCLUDING THE ATTACHMENTS AND EXHIBITS AND ANY OTHER DOCUMENT RELATED TO THIS RFP), AND REQUESTS FOR ACCOMMODATIONS FOR PERSONS WITH DISABILITIES IN CONNECTION WITH THIS RFP, TO:**

VICTOR MCCRAW, ADMINISTRATOR
TELEPHONE: (808) 830-5043
EMAIL: atg.lawenforcementstandardsboard@hawaii.gov

Brenden Kinoshita
Procurement Officer

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Table of Attachments

Attachment	Title	Description
A	**Statement of Work**	Scope, deliverables, and performance requirements for the Law Enforcement Job Task Analysis.
B	**Offer Form**	Offeror identification, certification, and authorized signature. Required with the Technical Proposal.
C	**Client References Form**	Minimum of three references from customers who received similar services. Required with the Technical Proposal.
D	**Cost Proposal Supplement**	Estimated cost by project phase, supporting the Total Proposed Price entered in HIePRO.
E	**Hawaii Bidder/Offeror Preference Certification Form**	Certification for an Offeror claiming a Hawaii Bidder/Offeror preference under HRS §103D-1001. Submitted only if claiming the preference.
F	**Evaluation Scoring Rubric**	A list of scored items, rating instructions, and maximum points per item, used during proposal scoring. *Not submitted by the Offeror.*

OFFER CHECKLIST

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

No.	Description	Reference in RFP	Completed
1	Offer Checklist, submitted with all applicable items checked "Completed"	Offer Checklist	☐
2	Offer Form - Completed and signed NOTE: *Ensure the Offeror name on the submitted proposal matches the exact legal name of the Offeror on the Offer Form.*	Attachment B, Offer Form; Section 8.4.1 Offer Form	☐
3	Table of Contents	Section 4.4 Required Format and Content	☐
4	Executive Summary, including a statement of how the Offeror meets each Minimum Qualification, not to exceed four (4) pages	Section 4.4 Required Format and Content	☐
5	Technical Proposal, Narrative Response (30 pages max), excluding Table of Contents, Offer Checklist, forms, resumes, and Executive Summary.	Section 4.4 Required Format and Content	☐
6	Project Timeline. An alternate timeline requires written justification showing support for the July 1, 2028 implementation date.	Section 1.1 Purpose; Section 4.4 Required Format and Content	☐
7	Total Proposed Price entered in HIePRO, and Cost Proposal Supplement completed	Section 4.3 Proposal Submission Instructions; Cost Proposal Supplement, Attachment D	☐
8	Client References	Section 4.4 Required Format and Content; Client References Form, Attachment C	☐
9	If claiming a Hawaii Bidder/Offeror preference, Preference Certification Form, completed and signed.	Section 5.3 Procurement Preferences; Attachment E, Hawaii Bidder/Offeror Preference Certification Form	☐
10	If applicable, Confidential, Protected, or Proprietary Information, clearly identified	Section 4.6 Confidential, Protected, or Proprietary Information; Sections 8.5 Confidentiality and 8.6 Redaction	☐

1. GENERAL INFORMATION

1.1 Purpose

The Hawaii Law Enforcement Standards Board (LESB) is issuing this Request for Proposals (RFP) to select a qualified Offeror to conduct a comprehensive statewide Law Enforcement Job Task Analysis (JTA) and, from the training content already in use across Hawaii's law enforcement agencies, to recommend how that content can be aligned to the verified results of the analysis. The JTA will identify and verify, by job assignment, the essential tasks and competencies required for effective law enforcement across Hawaii's diverse social and operational environment, including the differing scopes of law enforcement authority exercised across the participating agencies.

Board-approved training standards must be in effect on July 1, 2028, the date certification requirements under HRS §§139-6 and 139-7 apply to the appointment and employment of law enforcement officers statewide. The LESB's preferred completion date for all deliverables is Friday, November 12, 2027, allowing the LESB sufficient time to establish, and agencies to adopt, training requirements statewide. No proposed timeline shall extend beyond the contract term stated in Section 1.10 Period of Performance. An Offeror may propose an alternate timeline, supported by a written justification demonstrating that all deliverables will be accepted in sufficient time for the July 1, 2028 deadline to be met.

The JTA will provide the evidentiary foundation for statewide training standards, certification requirements, and professional development programs. From the tasks the JTA identifies, the Offeror will author performance objectives and propose performance standards and passing levels, review the existing curriculum, learning objectives, lesson materials, and assessments in use by the participating agencies, and recommend how that existing content can be aligned to a single Hawaii standard. This work supports the LESB's responsibilities under HRS §139-3, which directs the Board to establish minimum criminal justice curriculum requirements for basic, specialized, and in-service courses and programs, to certify persons as qualified law enforcement officers, and to establish and require participation in continuing education programs.

The selected Offeror will collaborate with the LESB and its stakeholders to deliver a verified, legally defensible analysis, together with performance objectives, proposed performance standards and passing levels, assessment recommendations, and curriculum recommendations derived from it. The LESB will use these deliverables to establish consistent statewide certification standards, and the accompanying curriculum recommendations will identify where the content the participating agencies already train meets those standards, limiting new content to the gaps the analysis identifies. In doing so, the project will identify Hawaii's unique law enforcement challenges and advance the LESB's mandate to enhance accountability, professionalism, and public trust.

1.2 Background

The LESB was established under Hawaii Revised Statutes (HRS) Chapter 139 to develop and enforce statewide standards for the training, certification, and employment of law enforcement officers in Hawaii. The Board is tasked with setting minimum training standards, establishing certification requirements, and providing for continuing education, functions that historically have not existed at the statewide level in Hawaii.

At present, Hawaii's law enforcement agencies conduct training independently, without a uniform statewide curriculum. Standards, content, and assessments vary from agency to agency. HRS §139-3(4) directs the Board to establish minimum criminal justice curriculum requirements for basic, specialized, and in-service courses and programs for schools operated by or for the State or a county for the specific purpose of training law enforcement officers, so that every officer, regardless of agency, meets a consistent minimum standard. The Job Task Analysis is the necessary first step: it establishes the verified, evidence-based foundation of essential tasks and competencies on which those statewide standards, certification requirements, and training recommendations will rest.

1.3 Statutory Requirements

HRS Chapter 139 assigns the Board specific duties for training, certification, and continuing education. The subsections below identify those duties and the role the JTA serves in meeting each of them.

1.3.1 Set Minimum Training Standards

The LESB is responsible for establishing minimum criminal justice curriculum requirements that reflect the complex realities of law enforcement in Hawaii, including minimum basic training for new and current officers.

Key areas of emphasis include:

- **De-escalation and Crisis Intervention**: Equipping officers to manage high-stress situations, reduce the use of force, and de-escalate confrontations.
- **Implicit Bias Awareness**: Training officers to recognize and mitigate unconscious biases in order to promote equity and build public trust.
- **Mental Health and Substance Abuse Response**: Preparing officers to respond effectively to individuals experiencing behavioral health or substance-related crises.
- **Multicultural Competence**: Fostering culturally responsive communication and engagement with Hawaii's diverse communities.

- **Law Enforcement Mental Wellness and Resilience**: Promoting officer wellbeing through training on stress, trauma, help-seeking, peer support, and suicide prevention, consistent with the priorities of the U.S. Department of Justice's Law Enforcement Mental Health and Wellness Act (LEMHWA) program.

Of these areas, de-escalation, crisis intervention, mental health response, and implicit bias are mandated by HRS §139-6(a)(2) as part of training designed to minimize the use of excessive force. Multicultural competence and officer mental wellness are not named in statute, but fall within the Board's authority under HRS §139-3(4) to establish minimum curriculum requirements.

1.3.2 Address Unique Geographic and Environmental Challenges

Hawaii's geography and environment present specific operational challenges for law enforcement. Officers often work in isolated or remote areas, navigate inter-island jurisdictions, and respond to a wide range of natural and environmental hazards. LESB training standards should include competencies that prepare officers for these realities, including search and rescue operations in rural or marine environments, disaster response protocols for hurricanes, tsunamis, volcanic activity, and wildfire response.

Although these competencies are not explicitly named in statute, the LESB is charged under HRS §§139-3(4), 139-5, and 139-6(a)(3) with establishing curriculum requirements, training programs, and officer qualifications, and those duties extend to requirements that reflect Hawaii's unique geographic and environmental conditions. Incorporating these topics ensures alignment with the Board's mandate to develop standards that are relevant, operationally appropriate, and legally defensible.

1.3.3 Adopt Statewide Certification Requirements

The LESB will establish statewide certification requirements to ensure that law enforcement officers possess the competencies needed to perform their duties effectively. Because officers employed by the participating agencies exercise differing law enforcement duties depending upon their operational classifications and assignments, for example county patrol, court and judiciary security, harbors enforcement, airport law enforcement, and conservation and natural resource enforcement, the certification requirements to be established will reflect the core job duties of each identified job assignment.

Under HRS §139-6(b), the Board issues certification to a person who meets the requirements of HRS §139-6(a) or who has completed training in another jurisdiction that the Board deems equivalent in content and quality. These requirements will be based on core job duties, including:

- **Effective communication** with individuals from diverse cultural and linguistic backgrounds.
- **Proficiency** in applying legal standards, use of force policies, and ethical decision-making to the circumstances encountered in the field.
- **Community policing principles** that foster trust and engagement.

1.3.4 Support Competency-Based Continuing Education

Continuing professional development is critical for maintaining officer competency as societal needs and law enforcement technologies evolve. HRS §139-3(8) directs the Board to establish continuing education programs for law enforcement officers and to require participation in them.

The LESB oversees ongoing training programs to address:

- **Emerging social issues** such as homelessness and addiction.
- **Advances** in law enforcement technology, including digital evidence handling and cybersecurity.
- **Adaptive strategies** for community engagement and crisis response.

1.4 Project Objectives

The project's objectives are stated below. Each identifies work the JTA is to accomplish and, together, they define what the LESB requires from this procurement.

- **Identify Essential Tasks**
  Determine what officers in each job assignment actually do, drawing on officers and supervisors rather than written job descriptions alone, and identify which of those tasks are essential to competent job performance.
- **Identify Core Competencies**
  Identify the competencies an officer must have to perform the essential tasks, including those mandated by HRS §139-6(a)(2): legal standards, de-escalation techniques, crisis intervention tactics, mental health response, implicit bias, and first aid. These competencies are grouped into domains, within which topics and their performance objectives are organized.
- **Assess Task Frequency and Criticality**
  Determine how often each identified task is performed and how serious the consequences are when it is performed poorly.

- **Address Hawaii-Specific Challenges**
  Identify what officers must know and be able to do that is particular to policing an island state where no racial or ethnic group is a majority, from dense visitor and population centers to remote rural areas, including response to natural disasters, enforcement in marine and wildland environments, and enforcement among communities whose languages, customs, and lifestyles differ from one another and from those officers may encounter elsewhere, together with the communication skills those encounters require.

- **Deliver Performance Objectives, Proposed Standards, and Assessment Recommendations**
  Provide performance objectives organized into domains, competencies, and topics, with a proposed performance standard for each competency, a proposed passing level for each topic, and a recommended means of assessment for each performance objective. Review the assessment methods and items agencies use now and recommend which to retain, which to revise, and where new items and scenarios are needed to measure those objectives.

- **Deliver Curriculum Recommendations Aligned to Performance Objectives**
  Review the training content agencies use now, covering basic, specialized, and in-service training as applicable to each job assignment. Recommend refinements where existing content falls short of the performance objectives, and identify any performance objectives not covered by current content.

- **Support Equitable Standards**
  Base the JTA results and the resulting curriculum recommendations on objectively established, job-related essential tasks and competencies, so that training and certification standards measure the ability to perform the job and do not operate as barriers to any officer or trainee capable of performing it.

- **Reflect Stakeholder Input**
  Engage with law enforcement agencies, community representatives, and other stakeholders so that the JTA reflects the operational realities of law enforcement work in Hawaii and the perspectives of the communities officers serve.

- **Deliver a Comprehensive Final Report**
  The final report will include:
    - The prioritized list of essential tasks and competencies by job assignment.
    - The analysis of task frequency, criticality, and context.
    - The traceability record maintained under Attachment A, A.1.19.
    - The recommended certification types and their associated performance standards, assessment recommendations, and curriculum recommendations.
    - Appendices containing the raw data and the analysis methodology documentation.

1.5 Stakeholders

The success of the Job Task Analysis (JTA) will depend on addressing the needs and priorities of key stakeholders who will contribute to and benefit from its outcomes. These stakeholders will represent a broad range of interests and responsibilities related to law enforcement training, certification, and public safety in Hawaii. By considering the unique needs of each stakeholder group, the JTA will ensure its findings are practical, relevant, and supportive of the LESB's mission. The primary categories of stakeholders include the following.

1.5.1 Law Enforcement Standards Board (LESB) Administrator and Members

The LESB, composed of representatives from state and local government, law enforcement agencies, and community organizations, oversees the implementation of training and certification standards. The LESB Administrator and its members will provide strategic direction for the JTA and ensure that its findings align with the Board's statutory mandates and goals.

1.5.2 Law Enforcement Agencies

Local and state law enforcement agencies, including county police departments and specialized state enforcement divisions, will supply critical input on the duties, responsibilities, and challenges faced by officers in the field. Agency participation will ensure that the JTA accurately reflects operational realities and regional variations. Agencies will also provide the existing training content, including curriculum, learning objectives, lesson materials, and assessments, that the curriculum recommendations draw upon. The LESB will coordinate with the participating agencies to arrange the Contractor's access for field observation.

1.5.3 Law Enforcement Officers

Active-duty officers at various ranks and assignments will contribute first-hand knowledge of the essential tasks and competencies their job assignments require. Their participation in surveys, interviews, and focus groups will provide essential insights into the practical application of training and competencies.

1.5.4 Training Providers, Subject Matter Experts, and Educational Institutions

Training providers, including existing law enforcement agency training programs, Subject Matter Experts (SMEs), and educational institutions, contribute the existing training content and subject-matter expertise that the curriculum recommendations draw upon, and verify that the recommendations accurately reflect the tasks and competencies identified by the JTA.

1.5.5 Community Stakeholders

Representatives from Hawaii's diverse communities, including cultural organizations and advocacy groups, will provide input so that training standards and competencies promote cultural awareness, equity, and public trust.

1.5.6 Public Safety Leadership

Leadership from Hawaii's state and county government agencies, including officials responsible for public safety and emergency response and the county police commissions, will use the JTA to evaluate alignment between law enforcement competencies and broader public safety objectives.

1.5.7 Other Stakeholders

Additional groups, including legal advisors, policymakers, and oversight entities, may utilize the findings of the JTA to inform legislative updates, policy development, and public accountability efforts.

Stakeholders		Needs
Upstream Stakeholders	• **LESB Members, LESB Administrator**	Comprehensive, legally defensible data addressing Hawaii's unique law enforcement challenges.
Direct Stakeholders	• **Law Enforcement Agencies**	Accurate representation of field duties and regional variation; curriculum recommendations drawn from their existing training content.
	• **Law Enforcement Officers**	Competency-based standards reflecting field realities.
	• **Training Providers, SMEs, & Educational Institutions**	Curriculum recommendations aligned to the tasks and competencies the JTA identifies.
Downstream Stakeholders	• **Public Safety Leadership** • **Police Commissions**	Alignment between law enforcement training and broader public safety objectives.
	• **Community Stakeholders**	Standards emphasizing cultural competence, equity, and public trust.
	• **Other Stakeholders**	Standards that are legally defensible and transparent to the public.

1.6 Participating Agencies and Operational Scope

The Job Task Analysis (JTA) will cover the agencies whose personnel fall within the law enforcement certification framework of HRS Chapter 139 and are identified in this section. These currently include the county police departments and state agencies that provide law enforcement services across the state's four counties and multiple state-level jurisdictions, as well as additional organizations whose personnel exercise law enforcement authority in more limited or specialized capacities. These agencies collectively serve a statewide population of approximately 1.44 million residents across more than 6,400 square miles of land and diverse geographic environments, including urban centers, rural communities, protected environmental zones, and remote island jurisdictions.

The JTA must account for the differing scopes of law enforcement authority exercised by personnel across the agencies listed.

The JTA will encompass sworn law enforcement personnel from the following agencies:

- **Honolulu Police Department (HPD) – Oʻahu**
  - Serves the City and County of Honolulu, with a population nearing 1 million residents.
  - One of the largest municipal police departments in the United States by population served.
  - Employs approximately **1,700** sworn officers.

- **Hawaii County Police Department (HCPD) – Hawaiʻi Island**
  - Covers the state's largest geographic county, home to approximately 206,000 residents.
  - Employs approximately **410** sworn officers, many of whom operate in rural and remote areas.

- **Maui Police Department (MPD) – Maui, Molokaʻi, Lānaʻi**
  - Serves a county population of approximately 168,000 across three islands.
  - Employs approximately **326** sworn officers responsible for a range of island-based jurisdictions.

- **Kauaʻi Police Department (KPD) – Kauaʻi**
  - Serves approximately 74,000 residents.
  - Employs approximately **140** sworn officers with an emphasis on community engagement and rural deployment.

- **Department of Law Enforcement (DLE) – Statewide**
  - An integrated statewide agency established to consolidate specified state law enforcement operations, including functions formerly housed in the Department of Public Safety Sheriff Division, which provides law enforcement services at the Daniel K. Inouye International Airport, and the Department of Transportation Harbors Division.
  - Employs fewer than **350** sworn officers, with statewide law enforcement responsibilities and ongoing operational development.

- **Division of Conservation and Resources Enforcement (DoCARE) – Department of Land and Natural Resources – Statewide**
  - Responsible for the enforcement of state natural and cultural resource laws across land and marine environments.
  - Employs approximately **150** conservation officers, with specialized environmental and interagency responsibilities.

- **Department of the Attorney General (ATG) – Statewide**
  - Conducts criminal investigations through the Criminal Justice Division, including the Medicaid Fraud Control Unit and the Internet Crimes Against Children Task Force, the Special Investigation and Prosecution Division, and the Investigations Division.
  - Maintains **55** investigator and special agent positions, all located in Honolulu except one special agent on Maui.

- **Department of Taxation (DOTAX) – Statewide**
  - Enforces state tax laws through criminal investigators exercising statewide jurisdiction.
  - Maintains **5** criminal investigator positions, including a supervisor, housed on Oʻahu.

The officer count estimates provided above are approximate planning figures intended to help Offerors understand the anticipated scale, sampling requirements, stakeholder engagement needs, and operational diversity of the JTA. The scope of this procurement is limited to the agencies listed above. If an additional organization is later determined to fall within the certification framework of HRS Chapter 139, its inclusion in the JTA shall be effected by written amendment to the resulting contract, with any price adjustment negotiated at that time. Final participation levels, sampling targets, agency points of contact, and scheduling details will be coordinated after award in consultation with the LESB and participating agencies.

Offerors should include in their proposal their proposed methodology for appropriately addressing variations in agency size, island location, rank, job assignment, specialized function, and operational environment.

1.7 Hawaii's Geographic and Cultural Complexity in Law Enforcement

The Job Task Analysis (JTA) must account for the unique operational, geographic, and cultural characteristics that define law enforcement work across the State of Hawaii. These factors are essential to fulfilling the statutory mandates of HRS Chapter 139, which require that minimum standards and training be appropriate to the specific duties and conditions faced by Hawaii's officers.

Hawaii presents distinct law enforcement challenges that set it apart from mainland jurisdictions, including:

- **Geographic Isolation**: Officers operate across multiple islands, with no road connectivity between counties. Inter-island coordination, limited resources in rural areas, and environmental hazards such as lava zones, flash flooding, and wildfires require specialized training.

- **Cultural Diversity and Multilingual Communities**: Hawaii's population includes Native Hawaiian communities, immigrant groups from Asia and the Pacific, and a highly diverse urban demographic. Officers must be trained to engage respectfully and effectively with individuals from different cultural, linguistic, and historical backgrounds.

- **Protected Environmental and Cultural Sites**: Agencies such as DoCARE and local police departments frequently work in or near culturally sensitive areas, conservation lands, and marine sanctuaries. This requires law enforcement officers to have heightened awareness of stewardship principles, cultural protocols, and environmental law.

- **Social Service Responsibilities**: Officers regularly engage with vulnerable populations, including those experiencing homelessness, mental illness, and substance abuse. The JTA must reflect the increased need for training in crisis intervention, trauma-informed communication, and community-based de-escalation strategies.

These geographic and cultural realities shape not only how law enforcement duties are performed but also the competencies required for certification and ongoing training. As such, the JTA must incorporate these factors into its research, analysis, and recommendations.

In alignment with HRS §§139-3(4) and 139-6(a)(2), the JTA must serve as the foundation for training that is culturally aware, geographically responsive, and legally defensible, ensuring officers are prepared to serve all of Hawaii's communities with professionalism and accountability.

1.8 Schedule and Significant Dates

The table below contains the State's current estimate of the schedule and significant dates. All times are Hawaii Standard Time (HST).

Event	Date and Time (HST)
RFP Issuance (Day 0)	Monday, November 2, 2026
Virtual Pre-Proposal Conference	Monday, November 16, 2026, 10:00 a.m.
Deadline to Receive Questions	Tuesday, December 8, 2026, 5:00 p.m.
LESB Posts Responses to Questions	Thursday, December 17, 2026
Proposal Due Date and Time	Tuesday, January 12, 2027, 5:00 p.m.
Preliminary Evaluation of Proposals	Through Wednesday, January 27, 2027
Notification of Priority-Listed Offerors	Friday, January 29, 2027
Virtual Oral Presentations or Interviews	Monday, February 8 through Thursday, February 11, 2027
Final Evaluation	Friday, February 19, 2027
Notice of Award	Friday, February 26, 2027
Execution of Contract (Followed by Notice to Proceed)	Monday, March 29, 2027

1.9 Contract Type

The resulting contract shall be a firm-fixed-price contract. The Offeror shall propose a fixed price for the complete scope of work, entered in HIePRO as the Total Proposed Price.

1.10 Period of Performance

The term of this contract shall begin on the date specified in the Notice to Proceed and shall continue through Friday, March 10, 2028. All deliverables are due by the dates in the Project Timeline incorporated into the resulting contract, and in no case later than the end of the term. The period following final delivery is for LESB review and acceptance of deliverables under Section 8.1, including any revision and resubmission required under that section. There is no renewal period.

1.11 Point of Contact

The Hawaii Law Enforcement Standards Board is the issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is the solicitation number shown on the cover page of this RFP. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

The person identified below is the single point of contact (POC) during this procurement process. Questions concerning the procurement process, technical requirements of this RFP, contractual requirements, changes, and clarifications shall be submitted through HIePRO by the deadline for questions specified in Section 1.8 Schedule and Significant

Dates, as provided in Section 2.6. All other communications related to this solicitation and the resulting contract shall be directed to the POC, except protests, which shall be submitted as provided in Section 8.7 Protest Procedures.

The POC designated by the State of Hawaii, Hawaii Law Enforcement Standards Board, is:

Victor McCraw, Administrator
Hawaii Law Enforcement Standards Board
1151 Punchbowl Street, Room 111B, Honolulu, HI 96813
atg.lawenforcementstandardsboard@hawaii.gov
Phone: (808) 830-5043

1.12 Definitions

The following acronyms are used throughout this RFP:

HAR ..... Hawaii Administrative Rules
HIePRO ..... Hawaii State eProcurement System
HRS ..... Hawaii Revised Statutes
JTA ..... Job Task Analysis
LESB ..... Hawaii Law Enforcement Standards Board
RFP ..... Request for Proposals

The following definitions apply to this solicitation.

Addenda means written changes, additions, corrections, or clarifications issued by the LESB to modify this RFP before the proposal deadline.

Award means the written notification of the State's acceptance of a proposal, or the presentation of a contract to the selected Offeror, as defined in HAR §3-122-1.

Best and final offer means a priority-listed Offeror's final revised proposal, submitted in response to a request issued by the LESB under Section 5.7 Best and Final Offers, in accordance with HAR §3-122-54.

Best value means the most advantageous offer determined by evaluating and comparing all relevant criteria in addition to price so that the offer meeting the overall combination that best serves the State is selected.

Competency means a measurable or demonstrable capability, consisting of knowledge, skill, ability, or any combination of them, that an officer applies in performing law enforcement duties.

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

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

Discussion means an exchange of information to promote understanding of the LESB's

requirements and an Offeror's proposal and to facilitate arriving at a contract that will be the best value to the State, as defined in HAR §3-122-1. As provided in Section 5.6 Discussion with Priority Listed Offerors, discussions may be conducted in writing or orally, including oral presentations, interviews, or demonstrations.

Domain means a thematic grouping of related competencies.

Evaluation Committee means the committee selected in writing by the Procurement Officer to evaluate proposals, as provided in HAR §3-122-45.01. The Evaluation Committee consists of at least three governmental employees with sufficient qualifications in the area of the services to be procured. The Contract Administrator serves as a member and as chairperson, and the Procurement Officer or a designee serves as advisor.

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

General Conditions means the General Conditions issued by the Department of the Attorney General of the State of Hawaii, Form AG-008, as revised, incorporated into this RFP and any resulting contract by reference. The applicable version is the form in effect on the date this solicitation is issued.

Governmental body means any department, commission, council, board, bureau, authority, committee, institution, legislative body, agency, government corporation, or other establishment or office of the executive, legislative, or judicial branch of the State, including any city or county.

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

Hawaii Law Enforcement Standards Board (LESB), also the "Board," means the board established under Hawaii Revised Statutes Chapter 139 to develop and enforce statewide standards for the training, certification, and employment of law enforcement officers in Hawaii.

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

Notice to Proceed means the written notice issued by the LESB to the Contractor following contract execution that specifies the official commencement date for the work, as provided in Section 8.8 Notice to Proceed.

Offeror means the person, company, or firm that submits a proposal in response to this Request for Proposals. Proposer has the same meaning as Offeror.

Performance Objective means a statement of what an officer must be able to do and the conditions under which the officer must do it.

Priority-listed Offeror means a responsible Offeror whose proposal is classified as acceptable or potentially acceptable and that is placed on the priority list from which the LESB may conduct discussions, as provided in HAR §3-122-53.

Procurement Officer means any person authorized to enter into and administer

contracts and make written determinations with respect thereto, as defined in HRS §103D-104. The term also includes an authorized representative acting within the limits of authority.

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

Proposed performance standards and **passing levels** means the standards and associated passing levels the Offeror proposes, derived from the identified essential tasks and performance objectives, for the LESB's consideration and adoption.

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

Services means the furnishing of labor, time, or effort by a Contractor.

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

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

Topic means a distinct element of a competency, identified by its subject matter name.

2 SOLICITATION INFORMATION

2.1 Governing Laws and Regulations

This procurement is conducted by the Law Enforcement Standards Board (LESB), a division of the State of Hawaii, Department of the Attorney General, in accordance with the State Procurement Code, Hawaii Revised Statutes (HRS) Chapter 103D, and its implementing administrative rules, Hawaii Administrative Rules (HAR) Chapter 3-122. This RFP is issued under the competitive sealed proposals method of source selection, HRS §103D-303. The State Procurement Code and its implementing rules are available from the State Procurement Office at https://spo.hawaii.gov/. The General Conditions issued by the Department of the Attorney General, Form AG-008, are incorporated into this RFP and any resulting contract by reference and are available at https://spo.hawaii.gov/.

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

2.2 Publication and Submission of Proposals

A. Publication. This RFP, including all attachments and exhibits, and any addenda that may be issued, will be published on HIePRO at https://hiepro.ehawaii.gov/.

B. Submission. Proposals shall be submitted as provided in Section 4.3 Proposal Submission Instructions.

2.3 RFP Addenda

Changes to this RFP, including but not limited to contractual terms and procurement requirements, shall be made only by formal written addenda issued by the LESB prior to the proposal due date and time specified in Section 1.8 Schedule and Significant Dates.

The LESB accepts no responsibility for a prospective Offeror not receiving solicitation documents or revisions to the solicitation. It is the responsibility of each prospective Offeror to monitor HIePRO at https://hiepro.ehawaii.gov/ to obtain RFP addenda and other information relating to the RFP.

Offerors are responsible for ensuring that their proposals reflect all addenda issued. Failure to acknowledge or incorporate any addendum may result in rejection of the proposal.

2.4 Pre-Proposal Conference

A virtual pre-proposal conference will be held at the date and time specified in Section 1.8 Schedule and Significant Dates. The conference will be conducted by Zoom. The Zoom link will be posted with this RFP on HIePRO and will be provided to any prospective Offeror upon request to the point of contact identified in this RFP.

Attendance at the pre-proposal conference is not mandatory. Questions will not be taken or answered at the conference; all questions shall be submitted as provided in Section 2.6 Submission of Questions through HIePRO. A summary of the pre-proposal conference will be provided by addendum posted on HIePRO.

2.5 Questions Regarding RFP Contents

A prospective Offeror that believes any provision of this RFP is unclear, potentially defective, or would prevent the submission of a meaningful proposal may submit written questions or requests for clarification or modification to the LESB, in the manner and by the deadline specified in Section 2.6 Submission of Questions through HIePRO. Questions submitted after the deadline will not be answered.

Each question shall identify the page, section number, paragraph, and sentence of the RFP provision to which it applies. A request for a change or modification shall also include the proposed change and the justification for it.

The LESB may issue addenda in response to questions received.

A prospective Offeror that discovers any error, omission, or ambiguity in this RFP shall notify the LESB promptly, in the manner specified in Section 2.6 Submission of Questions through HIePRO. The LESB may issue corrections or modifications by addendum.

2.6 Submission of Questions through HIePRO

All questions and requests for clarification or modification shall be submitted through the Questions and Answers tab of this solicitation on HIePRO, on or before the deadline for questions specified in Section 1.8 Schedule and Significant Dates. A prospective Offeror must be registered on HIePRO to submit questions. Except for questions relating to accessibility and requests for accommodations, which are directed to the point of contact as stated on the cover page, questions submitted by any other means will not be answered. The LESB will publish its responses on HIePRO and issue them by addendum by the date specified in Section 1.8.

Prospective Offerors should not include in their questions any information that identifies them. The identity of the prospective Offeror submitting a question will not be published. Each question will be reproduced as closely as possible, with any information identifying the prospective Offeror removed.

2.7 Proposal Due Date

Proposals must be received by the LESB no later than the proposal due date and time specified in Section 1.8 Schedule and Significant Dates. A proposal received after that time will not be considered. The date and time of submission recorded by HIePRO is the official time of receipt. Submission instructions are set forth in Section 4.3 Proposal Submission Instructions.

2.8 Cancellation of Procurement and Proposal Rejection

The LESB may cancel this RFP, or modify or reissue it, and may make no award, in whole or in part, when the LESB determines that doing so is in the best interest of the State, pursuant to HAR §3-122-96. Any award, contract execution, and performance under this RFP are subject to the availability of appropriated funds and all required State approvals.

The LESB reserves the right to reject any or all proposals, in whole or in part, and to waive any immaterial deviation or defect in a proposal, pursuant to HAR §3-122-97. A waiver of an immaterial deviation or defect does not modify the requirements of this RFP or excuse the Offeror from full compliance with its specifications.

A proposal that fails to meet a material requirement of this RFP may be rejected; a material deviation is one that does not substantially conform to the requirements of this RFP and cannot be waived. A proposal that contains false or misleading statements may be rejected if, in the judgment of the LESB, the statements were intended to mislead the LESB or the Evaluation Committee regarding a material requirement of this RFP.

2.9 Firm Offers

Each proposal, including all proposed costs and fees, shall remain firm and valid for ninety (90) days after the proposal due date specified in Section 1.8 Schedule and Significant Dates. The LESB may request that an Offeror extend the validity period of their proposal beyond that time.

2.10 Right to Accept All or a Portion of a Proposal

Unless otherwise specified in this RFP, the LESB may accept any item or combination of items in a proposal, unless the Offeror expressly restricts an item or combination of items in their proposal and conditions their proposal on receiving all items for which they submitted a proposal. If the Offeror so restricts their proposal, the LESB may consider the restriction and evaluate whether an award on that basis will result in the best value to the State. The LESB may otherwise determine, in its sole discretion, that the restriction is non-responsive and renders the Offeror ineligible for further evaluation.

2.11 Ownership or Disposition of Proposals and Other Materials Submitted

All materials submitted in response to this RFP become the property of the LESB. Proposals may be retained as part of the LESB's official records and may be subject to disclosure in response to a request under applicable public records law.

An Offeror that in good faith considers any portion of their proposal to contain confidential or proprietary information shall designate and mark that portion, and submit the supporting request, as provided in Section 8.5 Confidentiality. The LESB will determine whether the designated material is required to be disclosed and will redact material that is not, as provided in Section 8.6 Redaction by the State.

2.12 Proposal Preparation Costs

All costs incurred by an Offeror in preparing or submitting a proposal shall be the sole responsibility of the Offeror, whether or not any award results from this RFP. The LESB will not reimburse any such costs, including costs of preparation, submission, travel, or participation in interviews or presentations.

2.13 Additional Information

Pursuant to HAR §3-122-52.5, the LESB may request that an Offeror clarify certain aspects of their proposal or resolve minor or clerical errors. A clarification shall not affect price, quantity, quality, delivery, or contractual conditions, and shall not be used to cure a proposal deficiency or material omission or otherwise revise the proposal. The Offeror shall provide the requested information within five (5) working days of the LESB's request, unless the LESB specifies another period.

Each Offeror shall submit only one proposal. Multiple or alternate proposals are not accepted and will be rejected, as provided in HAR §3-122-4. A single proposal that contains an alternate timeline under Section 4.4 or an alternative phase model under Attachment A, Section A.3 is not considered a multiple or alternate proposal.

This RFP is not an offer of employment or a contract. The LESB reserves the right to make a single award or a partial award under this RFP when the LESB determines that doing so is in the best interest of the State.

3 REQUIREMENTS

3.1 Mandatory Minimum Administrative Proposal Requirements

This section contains the minimum requirements that must be met to be considered for the evaluation phase. All items described in this section, including the Minimum Qualifications set forth in Section 3.2, are non-negotiable and evaluated on a pass or fail basis. No points are awarded for meeting these requirements. Each Offeror must state, in their Executive Summary, how they meet or comply with each requirement. An Offeror that cannot meet a mandatory minimum requirement shall be considered non-responsive and shall not be considered for award.

3.2 Minimum Requirements and Qualifications

Offeror shall provide all services as described in the Statement of Work, Attachment A.

To be considered for evaluation, an Offeror must meet the following minimum qualifications:

A. The Offeror has successfully completed at least two (2) job task analyses within the ten (10) years preceding the proposal due date, each for a separate entity. A job task analysis qualifies if it was conducted for a state POST or for a law enforcement, public safety, or criminal justice agency serving a statewide or other large jurisdiction.

B. At least one key personnel member proposed for this project has personally conducted, in a substantive analytical role, a job task analysis for a law enforcement agency.

C. Neither the Offeror nor any of their proposed subcontractors is currently under suspension or debarment by any state or federal government agency, nor delinquent on taxes owed to any state or the federal government.

The Offeror shall document their satisfaction of these minimum qualifications in the Executive Summary required under Section 4.4, and shall list the qualifying job task analyses on the Client References Form, Attachment C.

Past performance is evaluated as a minimum qualification. An Offeror that does not document the completed job task analyses required above will be eliminated from further consideration under Section 5.5 and will not be evaluated further. Past performance is not scored under Section 5.2.

Subject to the Hawaii Law Enforcement Standards Board’s (LESB) discretion to waive minor deviations or defects, only proposals that meet all minimum qualifications listed above will be considered for full evaluation and potential contract award.

3.3 Contractor Responsibility for Subcontractors

Any Subcontractor(s) providing services shall meet the same service requirements and provide the same quality of service required of the Contractor and in a timely manner. No subcontract shall relieve the Contractor of their responsibilities for the services provided under this contract. The Contractor shall manage the quality and performance, project management and schedules, and timely start and completion of services performed by each of their Subcontractors. The Contractor shall be solely responsible and accountable for the completion of all Services they have subcontracted.

3.4 Removal of Subcontractors

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

3.5 Right to Retain Subcontractors

After the completion, expiration, termination, or suspension of the Contract, the LESB shall have the right to directly retain any Subcontractor that is not bound by a non-compete or other restriction on contracting directly with the State.

3.6 Additional Contractor Requirements

The Contractor shall:

A. Adhere to the Contract;

B. Provide all labor, materials, and equipment necessary to meet the requirements of this RFP;

C. Communicate contract requirements to their Subcontractors' personnel and direct and coordinate project activities to ensure that the services progress efficiently and are completed on schedule;

D. Ensure that their employees and their Subcontractors' employees can communicate effectively with LESB staff and participating agency personnel;

E. Ensure that they are current with all payments, registration fees, and similar financial obligations owed to the State during the term of the Contract; and,

F. Fully cooperate and maintain effective communication with the LESB, and cooperate in the resolution of problems, suspected problems, or potential problems.

3.7 Responsibility of Offerors

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

- Chapter 237, General Excise Tax Law;
- Chapter 383, Hawaii Employment Security Law;
- Chapter 386, Worker's Compensation Law;
- Chapter 392, Temporary Disability Insurance;
- Chapter 393, Prepaid Health Care Act; and,
- Certificate of Good Standing (COGS) for entities doing business in the State.

3.7.1 Vendor Compliance - Hawaii Compliance Express (HCE)

Vendors may use the Hawaii Compliance Express (HCE), which is an electronic system that allows vendors/Contractors/service providers doing business with the State to demonstrate compliance quickly and easily 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.

3.7.2 Timely Registration on HCE

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

3.7.3 Verification of Compliance on the HCE

Prior to award, the Procurement Officer shall verify the Offeror's compliance on the HCE.

3.7.4 Vendor Compliance - Paper Documents

Vendors not utilizing the HCE to demonstrate compliance shall provide the paper certificates to the Procurement Officer as instructed below. All certificates must be valid on the date they are received by the Procurement Officer. Timely applications for all applicable clearances are the responsibility of the Offeror.

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

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

- **HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award**
  Pursuant to Section 103D-310(c), HRS, the Contractor shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue. A photocopy of the certificate is acceptable to the LESB.

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

3.7.5 Compliance with Section 103D-310(c), HRS, for an entity doing business in the State

The Contractor shall be required to submit a *Certificate of Good Standing (COGS)* issued by the State of Hawaii Department of Commerce and Consumer Affairs (DCCA) - Business Registration Division (BREG). The Certificate is valid for six (6) months from the date of issue. A photocopy of the certificate is acceptable to the LESB.

To obtain the certificate, the Contractor must be registered with the BREG. A sole proprietorship is not required to register with the BREG and is therefore not required to submit the certificate.

More information regarding online business registration and the COGS is available at http://cca.hawaii.gov/breg/.

3.7.6 Timely Registration

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

3.7.7 Verification of Compliance

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

3.8 Payment

Payment terms will be specified in the contract resulting from this RFP, in accordance with the State of Hawaii's procurement regulations. Pursuant to HRS §103-10, the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of projects to make payment. For this reason, the State will reject any proposal submitted with a condition requiring payment within a shorter period. Further, the State will reject any proposal submitted with a condition requiring interest payments greater than that allowed by HRS §103-10, as amended.

The LESB does not provide advance payments for goods or services. Payment for services performed under the resulting contract will be made against the firm fixed price established in the contract and will be issued upon the LESB's acceptance of each deliverable as provided in the contract.

All payment requests must be accompanied by an invoice identifying the accepted deliverable for which payment is requested. The LESB reserves the right to withhold payment for deliverables deemed incomplete, unsatisfactory, or noncompliant with contract requirements. Payments are subject to the availability of funds and compliance with applicable state procurement rules and regulations.

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

4 INSTRUCTIONS TO OFFERORS – PROPOSAL SUBMISSION

4.1 Proposal Process

All Offerors responding to this RFP are expected to adhere to the timelines and requirements set out in this RFP to ensure a fair and transparent procurement process.

During the procurement schedule, the following Hawaii state holidays fall within the procurement period and are excluded from the working-day calculations in the schedule:

- General Election Day, Tuesday, November 3, 2026
- Veterans' Day, Wednesday, November 11, 2026
- Thanksgiving, Thursday, November 26, 2026
- Christmas, Friday, December 25, 2026
- New Year's Day, Friday, January 1, 2027
- Dr. Martin Luther King, Jr. Day, Monday, January 18, 2027
- Presidents' Day, Monday, February 15, 2027
- Prince Jonah Kūhiō Kalaniana‘ole Day and Good Friday, Friday, March 26, 2027

Offerors should account for these closures when preparing questions, requests for clarification, proposals, and related communications.

4.2 Proposal Structure and Labeling

Each proposal shall consist of two separate parts, submitted together through HIePRO:

A. Technical Proposal: A document addressing the scope, methodology, qualifications, and timeline, prepared in accordance with Section 4.4 and clearly labeled "Technical Proposal." The Technical Proposal shall contain no dollar amounts, rates of pay or billing rates, charges, or any other reference to cost.

B. Cost Proposal: The Total Proposed Price entered in HIePRO, as provided in Section 4.3, supported by the Cost Proposal Supplement, Attachment D, uploaded as a separate file clearly labeled "Cost Proposal Supplement."

This separation exists so that the Technical Proposal is evaluated only against the criteria set forth in Sections 5.2.1 through 5.2.5, and the Cost Proposal only against the criterion set forth in Section 5.2.6. HAR §3-122-52(a) limits evaluation to the factors stated in this RFP, and HAR §3-122-52(c)(1) requires each evaluator to explain that evaluator's ranking determination in writing. Pricing disclosed in the Technical Proposal cannot be excluded from an evaluator's consideration once seen, and would compromise both requirements.
Inclusion of pricing information in the Technical Proposal may result in rejection of the

proposal as non-responsive.

4.3 Proposal Submission Instructions

Proposals shall be submitted electronically through HIePRO at https://hiepro.ehawaii.gov/ and must be received on or before the proposal due date and time specified in Section 1.8 Schedule and Significant Dates. Proposals received after the due date and time will not be considered. Proposals submitted by email, mail, fax, hand delivery, or any other means will not be accepted. The proposal submitted through HIePRO constitutes the original offer.

- **Registration.** An Offeror must be registered on HIePRO to submit a proposal. There is no fee to register. Registration is completed on HIePRO at https://hiepro.ehawaii.gov/ using a myHawaii account. Registration and submission instructions are provided in the HIePRO Vendor Quick Reference Guide at https://hiepro.ehawaii.gov/static-resources/VendorQuickReferenceGuide.pdf.

- **Submission.** To submit a proposal, the Offeror opens this solicitation in HIePRO, selects Respond to Solicitation, enters the Total Proposed Price as the unit price for the single line item, uploads the Technical Proposal and the Cost Proposal Supplement as separate files as provided in Section 4.2, saves the response, and selects Submit Offer. There is no fee to submit a proposal. A response saved as a draft is not a submitted proposal. HIePRO confirms receipt on the Offeror's dashboard. An Offeror may modify or withdraw their proposal in HIePRO before the proposal due date and time, as provided in Section 8.13.

- **File Requirements.** HIePRO accepts files of up to 100 megabytes each. A document larger than 100 megabytes shall be divided into two or more files, each identified as part of the same document. Each file name shall identify the Offeror and the document it contains and shall not contain special characters.

- **Technical Assistance.** Offerors are responsible for ensuring that all required files are uploaded and the proposal is submitted before the proposal due date and time, and should not wait until the last minute to submit. The LESB is not responsible for files not uploaded or proposals not submitted by the due date and time. For technical assistance with HIePRO, contact HIePRO support at (808) 695-4620 or hiepro@ehawaii.gov. HIePRO support cannot answer questions about this solicitation.

- **Transaction Fee.** Although there is no fee to register on HIePRO or to submit a proposal, the awarded Contractor shall pay a HIePRO transaction fee of 0.75 percent of the award amount, not to exceed $5,000, payable to Hawaii Information Consortium, LLC (HIC), the vendor that operates HIePRO. HIC will invoice the Contractor upon notice of award, and the invoice is due thirty (30) days net. The fee is the Contractor's sole cost and will not be reimbursed.

4.4 Required Format and Content

Proposals shall be prepared in 12-point Arial or equivalent and submitted as the two separate parts identified in Section 4.2, each containing the following.

Technical Proposal. The Technical Proposal shall address the scope, methodology, qualifications, and timeline, and shall not contain pricing information.

The Narrative Response shall not exceed thirty (30) pages. The Table of Contents, Offer Checklist, completed forms, resumes, and Executive Summary do not count against that limit. The Technical Proposal shall include:

1. **Table of Contents.** A table of contents identifying all major parts of the proposal by page number.

2. **Offer Checklist.** All items noted on the Offer Checklist, completed.

3. **Offer Form.** Offeror shall complete and sign the Offer Form, Attachment B.

4. **Client References.** Offeror shall complete the Client References Form, Attachment C, providing a minimum of three (3) references for clients who received services similar to those described in this RFP. At least two (2) shall be clients for whom the Offeror completed the job task analyses that qualify them under Section 3.2. The references are used to determine whether the Offeror meets the Minimum Qualifications set forth in Section 3.2 and are not scored.

5. **Key Personnel.** Identification of the key personnel proposed for this project and the role assigned to each, with a resume for each. The Offeror shall identify at least one key personnel member who satisfies the requirement in Section 3.2 and shall state in each such person's resume the job task analysis they personally conducted for a law enforcement agency and the analytical role they performed on it.

6. **Project Timeline.** A schedule of the proposed phases and deliverables, showing the date of each deliverable. No deliverable date shall fall outside the contract term stated in Section 1.10. An Offeror proposing a timeline that differs from the preferred completion date stated in Section 1.1 shall include a written justification demonstrating that all deliverables will be accepted in sufficient time for the July 1, 2028 deadline to be met.

7. **Executive Summary.** A summary of not more than four (4) pages describing the proposal and stating how the Offeror meets each of the minimum qualifications specified in this RFP. The Executive Summary will not be scored.

8. **Narrative Response.** A single narrative organized by the scored items listed in Attachment F, Evaluation Scoring Rubric, using the scored item names as subheadings, in the order shown. No narrative is required for the Cost Proposal criterion, which is calculated rather than rated. Where a response applies to more than one scored item, the Offeror may cross-reference rather than repeat it.

Cost Proposal. The Total Proposed Price entered in HIePRO, scored under the criterion set forth in Section 5.2.6, and the completed Cost Proposal Supplement, Attachment D. The Offeror may also upload supporting cost detail in their own format, as provided in Attachment D, Section D.3.

4.5 Required Forms

Attachments B, C, D, and E are the required forms for this solicitation. An Offeror shall complete and submit each applicable form without alteration of its text, headings, or structure, except where a form expressly permits an Offeror to substitute their own content. If a submitted form conflicts with this RFP, the terms of this RFP govern and the conflicting language on the form has no effect. The LESB may treat an alteration as a technical irregularity under Section 8.12 Mistakes in Proposals, or may reject the proposal under Section 2.8 Cancellation of Procurement and Proposal Rejection.

4.6 Confidential, Protected, or Proprietary Information

Any information the Offeror considers confidential, protected, or proprietary shall be placed in a clearly identified section of the Technical Proposal, with a reference directing the State to that section rather than incorporated throughout the proposal. Price is not confidential and shall not be withheld.

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

5 EVALUATION

5.1 Evaluation of Proposals

The Hawaii Law Enforcement Standards Board (LESB) will conduct a comprehensive, fair, and impartial evaluation of all proposals submitted in response to this RFP. Proposals will be reviewed and evaluated by an evaluation committee of qualified personnel (the "Evaluation Committee"). Pursuant to HAR §3-122-58(b), the names of the individual committee members will not be disclosed before the posting of the award. Upon posting of the award, committee members' names become public information, as provided by HAR §3-122-45.01.

Proposals meeting the minimum qualifications set forth in this RFP will be distributed to the Evaluation Committee for review.

The Evaluation Committee will first review and evaluate the Technical Proposals independently of the Cost Proposals. As provided in Section 4.2, a Technical Proposal must not include any pricing information, and a Technical Proposal that contains pricing information may be deemed non-responsive and excluded from further evaluation.

Following completion of the technical evaluation, the Cost Proposals will be reviewed and scored. The technical and cost scores will then be combined to calculate an overall evaluation score for each proposal.

5.2 Evaluation Criteria

Proposals will be evaluated using a numerical rating system based only on the evaluation criteria set forth in this section, scored through the items and item maximum points set forth in Attachment F, Evaluation Scoring Rubric, applying the scoring method set forth in Section 5.4 Scoring Process. Evaluation factors not specified in this RFP or in Attachment F will not be considered.

The maximum points available for each criterion are shown in the following table.

Criterion	Maximum Points
Understanding of the Project	**5**
Methodology and Approach	**25**
Performance Standards, Assessment Recommendations, and Curriculum Approach	**25**
Qualifications and Experience	**15**
Proposed Timeline and Work Plan	**15**
Cost Proposal	**15**
Total	**100**

5.2.1 Understanding of the Project

The Offeror's understanding of the project, of Hawaii's law enforcement environment, and of the statutory mandates the project serves will be evaluated. The scored items for this criterion are set forth in Attachment F, Evaluation Scoring Rubric.

5.2.2 Methodology and Approach

Offerors must demonstrate a well-thought-out methodology and approach for achieving the objectives of the project, principally Phases 1 through 3 of the project phases set forth in Attachment A, Section A.3, together with the data integrity and traceability obligations that run throughout the project. The scored items for this criterion are set forth in Attachment F, Evaluation Scoring Rubric.

5.2.3 Performance Standards, Assessment Recommendations, and Curriculum Approach

Offerors must demonstrate a sound approach to translating verified tasks into standards, assessment recommendations, and curriculum recommendations, corresponding to Phase 4 of the project phases set forth in Attachment A, Section A.3. The scored items for this criterion are set forth in Attachment F, Evaluation Scoring Rubric.

5.2.4 Qualifications and Experience

The qualifications of the Offeror and of the key personnel proposed for this project will be evaluated. The scored items for this criterion are set forth in Attachment F, Evaluation Scoring Rubric.

The Offeror's record of completed job task analyses and the references submitted under Section 4.4 and reported on Attachment C are used to determine whether the Offeror meets the Minimum Qualifications set forth in Section 3.2. They are screened on a pass or fail basis and are not scored under this criterion.

5.2.5 Proposed Timeline and Work Plan

Proposals must include a comprehensive timeline and work plan detailing how the Offeror will meet the project's requirements, including the Project Timeline required under Section 4.4. Evaluation of this criterion includes whether the proposed timeline delivers all deliverables in sufficient time for the July 1, 2028 deadline stated in Section 1.1 to be met, and, where a proposed timeline differs from the preferred completion date stated in Section 1.1, whether the written justification demonstrates that the deadline will still be met. A timeline that differs from the preferred completion date is not scored lower on that basis alone. The scored items for this criterion are set forth in Attachment F, Evaluation Scoring Rubric.

5.2.6 Cost Proposal

The Cost Proposal will be scored based upon the Total Proposed Price entered in HIePRO. The scoring method for this criterion is set forth in Attachment F, Evaluation Scoring Rubric, and in Section 5.4.2 Cost Proposal Scoring.

5.3 Procurement Preferences

It is the responsibility of the Offeror to determine whether they qualify for any procurement preference under HAR Chapter 3-124 and to claim that preference in their proposal. An Offeror claiming a Hawaii Bidder/Offeror preference under HRS §103D-1001 shall complete and submit the Hawaii Bidder/Offeror Preference Certification Form, Attachment E, with their proposal. An Offeror claiming any other preference under HAR Chapter 3-124 shall submit with their proposal all certifications required for that preference.

The Hawaii Bidder/Offeror preference is five per cent (5%). For an Offeror that properly claims and establishes the preference, the Total Proposed Price used to score the Cost Proposal criterion under Section 5.4.2 Cost Proposal Scoring will be reduced by five per cent (5%), and that reduction will not exceed $500,000. The preference does not apply to a proposal of $10,000,000 or more, and is not applied when every Offeror qualifies for it.

The reduction is a scoring adjustment only and is not an offer of a lower price. If a qualifying Offeror is awarded the contract, the contract amount is the Total Proposed Price entered in HIePRO, and the Offeror is not required to perform at the reduced figure. An Offeror that receives the preference must maintain the certified qualifications throughout contract performance. Failure to do so triggers a price adjustment equal to the value of the preference applied and may constitute cause for debarment under HRS §103D-702.

A preference adjustment will be applied only to an Offeror that submits the required certification and meets every condition of the preference claimed. Submitting the certification does not by itself establish eligibility. An Offeror not claiming a preference is not required to submit a certification.

HAR Chapter 3-124 is available at https://spo.hawaii.gov/wp-content/uploads/2013/11/3-124.pdf.

Additional preference information is available on the State Procurement Office website at https://spo.hawaii.gov.

5.4 Scoring Process

The Evaluation Committee will score each proposal by reviewing the Narrative Response submitted under Section 4.4, which addresses the scored items listed in Attachment F, Evaluation Scoring Rubric, for the criteria set forth in Sections 5.2.1 through 5.2.5.

The criteria set forth in Sections 5.2.1 through 5.2.5 are rated by evaluators. The Cost Proposal criterion set forth in Section 5.2.6 is calculated rather than rated, by the proportional method set forth in Section 5.4.2 Cost Proposal Scoring.

5.4.1 Technical Proposal Scoring

Each scored item listed in Attachment F for the criteria set forth in Sections 5.2.1 through 5.2.5 will be rated on a scale of 1 to 5, defined as follows:

1. **Poor.** The response does not meet the requirements of the scored item. One or more of the following applies: it does not address the requirement; it lacks the detail, support, or resources needed to perform the work; it is technically unsound; it takes a major exception to a requirement or term; it proposes an alternate method that is not acceptable to the LESB; it proposes a schedule that does not meet the requirement; or it does not demonstrate the required experience or quality.

2. **Marginal.** The response meets some but not all of the requirements of the scored item. One or more of the following applies: it addresses the requirement only in part; the detail or support provided is thin in relation to the work required; the approach is weak in a respect that would require correction; it takes a major exception to a requirement or term; it proposes an alternate method that is not desirable to the LESB; it proposes a schedule that is not advantageous to the LESB; or it demonstrates some but not the full extent of the required experience or quality.

3. **Adequate (meets minimum).** The response meets the requirements of the scored item without exceeding them. One or more of the following applies: it addresses the requirement completely but without elaboration; the detail and support provided are sufficient to perform the work; the approach is sound but conventional; it takes only minor exceptions to requirements or terms; it proposes an alternate method that is acceptable to the LESB; it proposes an alternate schedule that is acceptable to the LESB; or it demonstrates the minimum required experience or quality.

4. **Good.** The response meets the requirements of the scored item and exceeds them in one or more respects. One or more of the following applies: it demonstrates a complete grasp of the requirement; the detail and support provided go beyond what is needed to show the work can be performed; the approach is sound and well suited to the project; it takes no more than minor exceptions to requirements or terms; it proposes an alternate method that is beneficial to the LESB; it proposes a schedule that is advantageous to the LESB; or it demonstrates experience or quality above the minimum required.

5. **Exceptional.** The response meets the requirements of the scored item and substantially exceeds them. One or more of the following applies: it demonstrates a complete grasp of the requirement and of the conditions the project will encounter; the detail and support provided establish that the work will be performed to a high standard; the approach is unique, creative, or otherwise exceptionally advantageous to the LESB; it takes no exceptions to requirements or terms; it proposes a schedule that fully meets the requirement with margin; or it demonstrates a high level of experience, knowledge, and quality.

For each scored item, the ratings assigned by the evaluators will be averaged. Each averaged item rating will be divided by 5 and multiplied by the item maximum points assigned to that item in Attachment F, Evaluation Scoring Rubric, to produce the item score. The criterion score is the sum of the item scores for that criterion.

5.4.2 Cost Proposal Scoring

The Cost Proposal criterion is scored on the Total Proposed Price entered in HIePRO, reduced by any preference established under Section 5.3 Procurement Preferences. That figure is the adjusted price.

Fifteen points are the maximum available for this criterion. As provided in HAR §3-122-52(d), the proposal with the lowest adjusted price receives the maximum points available for price.

The points allocated to each higher-priced proposal are equal to the lowest adjusted price multiplied by the maximum points available for price, divided by that proposal’s adjusted price. The preference affects scoring only. The contract amount is the Total Proposed Price entered in HIePRO, without the reduction.

5.4.3 Total Score

A proposal's total score is the sum of its criterion scores across all six criteria, out of a maximum of 100 points.

Each evaluator will provide a written explanation of the basis for the evaluator's scoring of the proposals. As required by HAR §3-122-52(c), these written explanations will be placed in the procurement file and made available for public inspection after the award is posted.

5.5 Initial Review and Award without Discussions

In the initial phase of the evaluation, the LESB will review all proposals timely received. A proposal that is non-responsive, that does not meet the minimum qualifications set forth in this RFP, or that does not otherwise conform to the requirements of this RFP will be eliminated from further consideration.

The LESB reserves the right to award a contract on the basis of initial proposals received, without discussions and without an opportunity for proposal revision. Offerors are therefore encouraged to submit their most favorable proposal at the time established for receipt of proposals. Offerors will be accorded fair and equal treatment with respect to any opportunity for discussion or revision of proposals.

5.6 Discussion with Priority Listed Offerors

Following the evaluation of proposals, the LESB, through the Evaluation Committee, will classify each proposal as acceptable, potentially acceptable, or unacceptable based on the requirements of this RFP. All responsible Offerors whose proposals are classified as acceptable or potentially acceptable are eligible for the priority list. If numerous acceptable or potentially acceptable proposals are received, the LESB may rank the proposals and limit the priority list to at least the three responsible Offerors whose proposals are ranked highest. The Offerors placed on the priority list are the priority-listed Offerors.

The LESB reserves the right to conduct discussions with the priority-listed Offerors, in writing or orally, including oral presentations, interviews, or demonstrations, to promote mutual understanding of the LESB's requirements and the Offeror's proposal and to facilitate a contract that provides the best value to the State.

If the LESB elects to conduct discussions, the priority-listed Offerors will be notified in writing of the date and time, following the schedule in Section 1.8. All sessions will be conducted virtually. Participation is mandatory for a priority-listed Offeror when requested, and failure to participate will result in disqualification from further consideration. The Offeror shall ensure the attendance of at least one project manager and one technical lead.

Priority-listed Offerors will be accorded fair and equal treatment with respect to any opportunity for discussions and for revision of proposals. If discussions establish a need for a substantial clarification or change to this RFP, the LESB will amend the RFP by addendum. Any addendum issued during discussions will be distributed only to the priority-listed Offerors, who may then submit a new proposal or amend the proposal already submitted. If, in the judgment of the LESB, a contemplated amendment would significantly change the nature of the procurement, the LESB will cancel this RFP and issue a new one.

In conducting discussions, the LESB will not favor one Offeror over another, will not reveal an Offeror's technical solution or proprietary information to another Offeror, and will not disclose the contents of any proposal to competing Offerors.

5.7 Best and Final Offers

As part of discussions, the LESB may request a best and final offer from the priority-listed Offerors. A request for best and final offers will be made by addendum issued only to the priority-listed Offerors and will state the date and time by which the best and final offer must be received and the manner of submission, which will be through HIePRO consistent with Section 4.3.

A best and final offer shall include a signed Offer Form, Attachment B. A priority-listed Offeror that does not submit a best and final offer by the stated date and time will have their immediately preceding proposal treated as their best and final offer.

The LESB may request best and final offers one time, unless the Chief Procurement Officer, the head of the purchasing agency, or a designee of either above the level of the Procurement Officer determines in writing that it is in the State's best interest to conduct additional discussions or to change the State's requirements by addendum and require another submission of best and final offers, as provided in HAR §3-122-54(b).

After best and final offers are received, the Evaluation Committee will complete its evaluation and scoring and determine the proposal that provides the best value to the State.

6 AWARD

6.1 Award of Contract

Award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the State, taking into consideration price and the other evaluation factors set forth in this RFP. The LESB reserves the right to award the contract in whole or in part, or to make no award, and to modify or cancel this RFP in whole or in part, as provided in Sections 2.8 and 2.13.

6.2 Notice of Award

Following the completion of evaluation and scoring, the Evaluation Committee will make their final recommendation to the LESB, and a Notice of Award will be issued to all Offerors. The Notice of Award will be issued through HIePRO and posted on HIePRO at https://hiepro.ehawaii.gov/ for at least five (5) working days. The deadlines for requesting a debriefing and for protesting the award are counted from the date of that posting.

As specified under HAR §3-122-9(d), no separate submission of the original offer is required following the Notice of Award. The signed Offer Form submitted through HIePRO with the proposal, or with a best and final offer under Section 5.7, constitutes the original offer.

Upon posting of the award, proposals will be subject to public inspection in accordance with HAR §3-122-58, except for those portions for which confidential treatment has been requested and granted.

6.3 Debriefing

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

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

A protest by the requestor following a debriefing shall be submitted in writing to the Procurement Officer within five (5) working days after the debriefing is completed, as specified in HRS §103D-303(h).

7 CONTRACT MANAGEMENT

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

7.1 Post-Award Communications: Contract Administrator

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

Victor McCraw, Administrator
Hawaii Law Enforcement Standards Board
1151 Punchbowl Street, Room 111B, Honolulu, HI 96813
atg.lawenforcementstandardsboard@hawaii.gov
Phone: (808) 830-5043

7.2 Contractor/State Meetings

The kickoff meeting is addressed in Attachment A, Statement of Work. In addition, the Contractor shall participate in status meetings with the LESB throughout the project period, including status reports on progress against the project timeline, coordination on the expectation of deliverables, and follow-up meetings as needed. The Contractor shall propose the frequency of status meetings in their Project Timeline. Meetings will be conducted virtually.

7.3 Dispute Process and Escalation

The following steps address any issues or concerns that may occur during the transition, implementation, or performance stages of the contract:

- First, the Contractor and the Contract Administrator will attempt to resolve the issue directly through written communication within five (5) working days of the issue being raised.

- If unresolved, the issue will be escalated in writing to the LESB Chair, who will review the matter and respond in writing within ten (10) working days.

- If the issue remains unresolved following the LESB Chair's response, the controversy will be resolved as provided in HRS §103D-703.

7.4 Quality Control

The Contractor shall maintain internal quality control measures throughout performance of the contract, including internal review of data collection instruments, analysis findings, and draft deliverables prior to submission to the LESB.

The Contractor shall maintain the traceability record required under Attachment A, Statement of Work, as a continuing internal quality control mechanism throughout the project, linking each essential task to its performance objective, proposed performance standard and passing level, assessment recommendation, and curriculum recommendation.

The Contractor shall assign qualified personnel with subject matter expertise in law enforcement job task analysis to perform and oversee this quality control function.

7.5 Execution of Non-Disclosure Agreement

Upon Notice of Award, the awardee may be required to submit non-disclosure attestations or documentation deemed necessary by the LESB related to this project. Any such attestation would address the Contractor's handling of personnel information, agency operational data, and other information identifying individuals or agencies obtained in the course of the work.

7.6 News Releases

News releases pertaining to the award of any contract resulting from this RFP may not be made by a Contractor without the prior written approval of the LESB.

7.7 Contractor Past Performance Assessment

Pursuant to HAR §3-122-115.01, the LESB is required to assess the Contractor's performance on the contract resulting from this RFP. The assessment is recorded as past performance information for use in future State procurements.

The assessment is prepared and posted through the Contractor Performance Database maintained by the State Procurement Office at https://hands.ehawaii.gov/hands/contractorperformance.

By submitting a proposal, the Offeror acknowledges that a past performance assessment will be prepared for any contract resulting from this RFP and consents to the assessment, review, finalization, and posting process. The Contractor will be notified by email when the assessment is ready for their review and may submit comments, rebutting statements, or additional information within twenty (20) working days of that notification, as provided in SPO Procurement Circular No. 2024-05. If the Contractor does not respond within that period, the assessment is considered accepted.

The assessment process, including the Contractor's role, is described in the Contractor Performance User Guide at https://hands.ehawaii.gov/hands/assets/pdf/CP_UserGuide.pdf.

8 SPECIAL PROVISIONS

8.1 Acceptance and Testing

Each deliverable identified in Attachment A, Statement of Work, shall be reviewed by the LESB against the acceptance standard in Attachment A, Section A.2.

If a deliverable does not meet the acceptance standard, the LESB shall notify the Contractor within fifteen (15) working days of receipt, stating the deficiency, and the Contractor shall revise and resubmit the deliverable within fifteen (15) working days of the notice. The project shall continue on schedule notwithstanding a pending revision, except where completion of the deficient deliverable is required before a subsequent obligation may proceed.

A deliverable is accepted when the LESB notifies the Contractor of acceptance, or when fifteen (15) working days pass from receipt without notice of a deficiency. No payment is due before acceptance.

8.2 Intellectual Property Rights

All deliverables and materials produced under this contract, including reports, data sets, performance objectives, proposed performance standards and passing levels, assessment recommendations, curriculum recommendations, and supporting documentation, will become the exclusive property of the LESB upon project completion, including unlimited, irrevocable, worldwide, perpetual, royalty-free rights to use, modify, reproduce, distribute, display, and create derivative works from the deliverables, and to transfer these rights to third parties for State purposes.

This section does not transfer ownership of the Contractor’s pre-existing proprietary methodologies, instruments, or tools. The Contractor shall identify these as provided in Section 4.6. The LESB’s rights under this section extend to the deliverables, not to those materials.

The Contractor will ensure that all work products are delivered free from proprietary restrictions or third-party claims and do not rely on proprietary software, systems, or frameworks that impose limitations on their use or modification.

8.3 Termination for Convenience or Unavailability of Funds

The LESB may terminate this contract for convenience, in whole or in part, upon written notice to the Contractor. If funds are not appropriated or otherwise made available to support continued performance, the LESB may terminate the contract accordingly.

Upon termination under this section, the Contractor shall be paid for deliverables accepted by the LESB prior to the effective date of termination, and shall have no claim for anticipated profits or unperformed work.

8.4 Proposal Preparation

8.4.1 Offer Form

The Offer Form, Attachment B, is required to be completed using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable.

The Offer Form shall be signed by a person with authority to commit the Offeror. Pursuant to HRS §489E-18(a), the LESB accepts an electronic signature on the Offer Form, including a typed name entered on the form with the electronic signature acknowledgment checked. As required by HAR §3-122-9(c)(2)(E), the proposal shall include the signed Offer Form and, if the preference is claimed, the signed Hawaii Bidder/Offeror Preference Certification Form. Submission of the proposal indicates the Offeror's intent to be bound.

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

8.4.2 Offer Guaranty

An offer guaranty is not required for this RFP.

8.4.3 Tax Liability and County Surcharge

Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238.

The General Excise Tax (GET) is imposed on the gross income a business receives from doing business in Hawaii. It is owed by the Contractor, not by the State. The current rate is 4.0%, plus a 0.5% county surcharge in each of the four counties, for a combined rate of 4.5%. The Contractor may pass the GET and any applicable county surcharge on to the State by including it in the Total Proposed Price entered in HIePRO, but is not required to do so.

8.4.4 Federal I.D. No. and Hawaii General Excise Tax License I.D.

Offeror shall submit their current Federal I.D. No. and Hawaii General Excise Tax License I.D. number in the space provided on the Offer Form, Attachment B, thereby attesting that the Offeror is doing business in the State and that Offeror will pay such taxes on all sales made to the State.

8.5 Confidentiality

If an Offeror in good faith considers a portion of an Offer, or correspondence with the State, to contain confidential information, they shall follow the procedures set forth in Section 4.6, Confidential, Protected, or Proprietary Information. Costs included or required to be included in an Offer cannot be confidential and will not be withheld from public access.

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

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

8.6 Redaction by the State

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

8.7 Protest Procedures

Pursuant to HRS §103D-701 and HAR §§3-126-3 and 3-126-4, an actual or prospective Offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Any protest shall be submitted in writing by email, with the subject line "HI LESB JTA RFP Protest," directed to:

Brenden Kinoshita, Procurement Officer
Department of the Attorney General
brenden.b.kinoshita@hawaii.gov

A protest is deemed received when it arrives in the email inbox identified above. It is the protestor's responsibility to confirm receipt.

The written protest shall include, at a minimum:

A. The name and address of the protestor;
B. Identification of this procurement, including the solicitation number;
C. A statement of the reasons for the protest; and
D. Supporting exhibits, evidence, or documents to substantiate any claim, or, if any such material is not available within the filing time, a statement of the date by which it is expected to be available.

A protest about the content of this RFP must be submitted before the proposal due date. A protest of an award or proposed award must be submitted within five (5) working days after the award is posted, or, if the protestor requested a debriefing, within five (5) working days after the debriefing is completed. Any other protest must be submitted within five (5) working days after the protestor knows or should have known of the facts giving rise to the protest.

8.8 Notice to Proceed

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

8.9 Contract Execution

The Offeror receiving the award shall execute a formal written contract and return it to the LESB within ten (10) working days after the LESB transmits the contract for signature.

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

8.10 Liability Insurance

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

As an alternative to the Contractor providing insurance to cover operations performed by a Subcontractor and naming the Subcontractor as additional insured, the Contractor may require the Subcontractor to provide their own insurance meeting the requirements herein. A Subcontractor's insurance policy or policies are in addition to the Contractor's policy or policies.

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

> **Commercial General Liability:** not less than $1,000,000 per claim and $2,000,000 annual aggregate, or an equivalent umbrella policy providing comparable coverage limits.
>
> **Automobile Liability:** $1,000,000 per accident, covering any vehicle used in the performance of this contract, including rented vehicles.

Each insurance policy required by this contract, including a Subcontractor's policy, shall contain the following clauses:

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

B. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

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

The Contractor shall provide the LESB proof of insurance meeting these requirements before the Notice to Proceed is issued, and again if the coverage is renewed, replaced, or changed during the contract term.

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

The procuring of such required insurance shall not be construed to limit the Contractor's liability hereunder, nor to fulfill the indemnification provisions and requirements of this RFP.

8.11 Contract Invalidation

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

8.12 Mistakes in Proposals

Mistakes shall not be corrected after awarding of the contract. Before award, mistakes are addressed as follows.

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

B. 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.

C. If discussions are not held, or if the best and final offers upon which award will be made have been received, an Offeror alleging a material mistake of fact which makes a proposal non-responsive may be permitted to withdraw the proposal before award if the mistake is clearly evident on the face of the proposal but the intended correct offer is not, or the Offeror submits evidence which clearly and convincingly demonstrates that a mistake was made.

Technical irregularities are matters of form rather than substance evident from the proposal document, or insignificant mistakes that can be waived or corrected without prejudice to other Offerors; that is when there is no effect on the price, quality, or quantity. If discussions are not held or if the best and final offers upon which award will be made have been received, the Procurement Officer may waive such irregularities or allow an Offeror to correct them if either is in the best interest of the State. Examples include an unsigned Offer Form, but only if the unsigned form is accompanied by other material indicating the Offeror's intent to be bound; a required form submitted with a minor omission that does not affect price, quality, or quantity; or a Cost Proposal Supplement uploaded as a separate file but not labeled as Section 4.2 directs.

8.13 Modification or Withdrawal of Proposals Prior to the Due Date

An Offeror may modify or withdraw a proposal through HIePRO before the proposal due date and time, as permitted by HAR §3-122-9(a) and (b). A modification is made by revising the response in HIePRO and resubmitting it. HIePRO records the date and time of each submission, and modifications are recorded in the register of proposals under HAR §3-122-51. The LESB will evaluate the last version submitted through HIePRO before the due date and time.

8.14 Contract Changes

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

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

8.15 Re-execution of Work

The Contractor shall re-execute any work that fails to conform to the requirements of the contract and shall immediately remedy any defect due to faulty work by the Contractor.