



RELEASE DATE: May 23, 2020

**The State of Hawaii
Department of Business, Economic Development & Tourism
Hawaii Community Development Authority**

**Request for Proposals
Solicitation #RFP-KAL-20-001**

**Update of the Kalaeloa Community Development District Plan
and Rules**

OFFERS ARE DUE AT **10:00 A.M.**, HAWAII STANDARD TIME (HST) ON

June 23, 2020

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

BY SUBMISSION TO THE HAWAII COMMUNITY DEVELOPMENT AUTHORITY

**DIRECT ALL QUESTIONS REGARDING THIS RFP, INCLUDING 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:**

TESHA MALAMA, KALAELOA DIRECTOR OF PLANNING AND DEVELOPMENT
TELEPHONE (808) 594-0300 OR EMAIL dbedt.hcda.contact@hawaii.gov

Garett Kamemoto
Procurement Officer

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RFP Administrative Information

RFP Title:	Update of the Kalaeloa Community Development District Plan and Rules
RFP Project Description: (See Section 1.1 Purpose)	The State of Hawaii is seeking Contractor(s) to update the Kalaeloa Master Plan, the Hawaii Administrative Rules (HAR) Title 15 Chapter 215 Kalaeloa Community Development District Rules, and HAR Chapter 216 Reserved Housing Rules.
RFP Point of Contact: (See Section 7.1 State Contract Administrator)	Name – Tesha Malama Agency Name – Hawaii Community Development Authority Agency Address – 547 Queen Street Email – dbedt.hcda.contact@hawaii.gov Phone – (808) 594-0300
Submit Proposals electronically via Hawaii Electronic Procurement System (HlePRO): (See Section 4.4 Electronic Submission of Proposals)	Electronic Submission hiepro.ehawaii.gov
Pre-Proposal Conference: Pre-Proposal Conference Location: (See Section 2.4 Pre-Proposal Conference)	June 5, 2020; 9:00 A.M. Hawaii Standard Time (HST) Virtual Meeting Email HCDA at dbedt.hcda.contact@hawaii.gov no later than June 4, 2020 3:00 P.M. HST
Deadline To Receive Questions: (See Sections 1.3 Schedule and Significant Dates and 2.6 Electronic Submission of Questions)	June 6, 2020; 12:00 P.M. Hawaii Standard Time (HST)
Question & Answers: (Sections 1.3 Schedule and Significant Dates and 2.6 Electronic Submission of Questions)	All questions, including questions about terms and conditions, must be submitted by the deadline date through the Hawaii State eProcurement System (HlePRO). Answers will be given by the deadline date via HlePRO.
RFP Closing Date: (See Section 1.3 Schedule and Significant Dates)	June 23, 2020
RFP Closing Time: (See Section 1.3 Schedule and Significant Dates)	10:00 A.M. Hawaii Standard Time (HST)
Initial Term of Contract and Renewals: (See Section 1.5 Period of Performance)	Two (2) years with two (2) additional 12-month renewal periods. Upon mutual agreement of the HCDA and the Contractor, the contract may be extended or amended.

Offer Checklist

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

No.	Description	Reference in RFP	Completed
1	Table of Contents	Section 4.5 Required Format and Content	<input type="checkbox"/>
2	Offer Checklist – submittal of signed checklist with all items checked “completed.”	Offer Checklist	<input type="checkbox"/>
3	Offer Form OF-1 - Completed and signed NOTE: Ensure that company name submitted in HlePRO matches company name on OF-1.	Attachment B Offer Form OF-1; Section 8.5 Proposal Preparation	<input type="checkbox"/>
4	Executive Summary, not to exceed two (2) pages	Section 4.5 Required Format and Content	<input type="checkbox"/>
5	Management Approach, not to exceed twenty (20) pages	Section 6.1 Evaluation Criteria 1	<input type="checkbox"/>
6	Technical Approach, not to exceed twenty (20) pages	Section 6.2 Evaluation Criteria 2	<input type="checkbox"/>
7	Past Performance; not to exceed ten (10) pages	Section 6.3 Evaluation Criteria 3; Offer Form OF-2	<input type="checkbox"/>
8	Price; not to exceed twenty (20) pages	Section 6.4 and 6.5 Evaluation Criteria 4	<input type="checkbox"/>
9	Confidential, Protected or Proprietary Information Section	Section 4.5 6.	<input type="checkbox"/>

Authorized Offeror Signature

REQUEST FOR PROPOSALS
Update of the Kalaeloa Community Development District Plan and Rules
Solicitation # RFP-KAL-20-001

Section 1: General Information

1.1 Purpose

The Hawaii Community Development Authority (HCDA) is soliciting proposals to provide consulting services to update the Kalaeloa Master Plan, the Hawaii Administrative Rules (HAR) Title 15 Chapter 215 Kalaeloa Community Development District Rules, and HAR Title 15 Chapter 216 Reserved Housing Rules.

1.2 Background

The HCDA is a body corporate and a public instrumentality of the State of Hawaii, administratively attached to the State of Hawaii's Department of Business, Economic Development & Tourism. The Hawaii State Legislature created the HCDA in 1976 to plan, regulate and implement the redevelopment of specially designated community development districts in the State of Hawaii.

In 2002 the Hawaii State Legislature assigned the responsibility for the planning, development, and zoning of the Kalaeloa Community Development District (KCDD) to the HCDA. The KCDD consists of approximately 3,700 acres and includes that area within the boundaries described as follows: the eastern boundary begins at Geiger Gate and runs along East Hansen Road to the intersection with Essex Road until its termination at White Plains Beach Park, where it follows the eastern boundary of parcel 9-1-13:74 to the shoreline at the mean high water mark; the northern boundary begins at the eastern corner at the Geiger Road entry gate where it becomes Roosevelt Road and continues westward until its intersection with West Perimeter Road; the western boundary follows the West Perimeter Road until its termination and then follows the western border of parcel 9-1-13:30 to the shoreline at the mean high water mark; two parcels (9-1-13:01 and 9-1-13:09) lying west of West Perimeter Road toward its mauka end, and two parcels (9-1-31:28 and 9-1-31:47) lying west of West Perimeter Road on its makai end, all of which are physically separated from the western boundary by a storm water drainage canal, are also included; the southern boundary follows the shoreline at the mean high water mark from the western boundary of parcel 9-1-13:30 to the eastern boundary of White Plains Beach Park (9-1-13:74).

The Kalaeloa Master Plan (Plan) was adopted in 2006 and the Hawaii Administrative Rules Title 15 Chapter 215 and 216 Kalaeloa Community Development District Rules (Rules) were adopted in 2012. The Plan and Rules govern all development activities within the approximate 3,700 acres in the KCDD except for federally controlled parcels.

1.3 Schedule and Significant Dates

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

Event	Date
Solicitation Release:	May 23, 2020
Pre-Proposal Conference:	June 5, 2020; 9:00 A.M.
Question Submittal Deadline:	June 6, 2020; 12:00 P.M.
Answers to Questions:	June 8, 2020; 4:30 P.M.
Proposal Due Date and Time:	June 23, 2020; 10:00 A.M.
Evaluations	June 23, 2020; 11:00 A.M.
Estimated Date for Discussions, if necessary	June 25, 2020
Estimated Due Date for BAFO, if necessary	June 26, 2020
Anticipated Award Date:	June 30, 2020

1.4 Contract Type

Time and Materials

1.5 Period of Performance

This contract shall be for a period of two (2) years beginning on the date specified in the Notice to Proceed. Unless terminated, the contract may be extended without re-solicitation, upon written mutual agreement between the State and the Contractor, prior to the expiration date, for not more than two (2) additional 12-month periods, or parts thereof. The contract may be extended if the price remains the same or lower OR the price is adjusted pursuant to Section 6.4 (price adjustment).

1.6 Point of Contact

The HCDA is the issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is Solicitation # RFP-KAL-20-001. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

The Contract Administrator identified below is the single point of contact (POC) during this procurement process. Offerors and interested persons shall direct to the Contract Administrator all questions concerning the procurement process, technical requirements of this RFP, contractual requirements, changes, clarifications, and protests, the award process, and any other questions that may arise related to this solicitation and the

resulting contract. The Contract Administrator designated by the State of Hawaii, HCDA is:

Tesha Malama
Kalaeloa Director of Planning and Development
Hawaii Community Development Authority
547 Queen Street
Honolulu, Hawaii 96813
dbedt.hcda.contact@hawaii.gov
Phone: (808) 594-0300; Fax: (808) 587-0299

1.7 Definitions

The following definitions apply to this solicitation.

Addenda means changes to the RFP including but not limited to contractual terms and procurement requirements.

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

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

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

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

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

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

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

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

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

Notice to Proceed means the document issued to the Contractor designating the official commencement date of the performance under the contract.

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

Procurement Officer means any person with delegated authority from the head of a purchasing agency, the chief procurement officer, or a designee of either, to enter into and administer contracts, and to make written determinations with respect thereto.

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

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

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

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

Section 2: Solicitation Information

2.1 Governing Laws and Regulations

This procurement is conducted by the Department of Business, Economic Development and Tourism (DBEDT), Hawaii Community Development Authority (HCDA), in accordance with the State Procurement Code. Information about the HCDA and its governing laws are available at <http://dbedt.hawaii.gov/dbedt>. Information regarding the State Procurement Code is available at <http://spo.hawaii.gov/>.

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

2.2 Electronic Procurement

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

2.2.2 The State will use HlePRO to issue the RFP, receive Proposals, and issue Addenda to the RFP. Addenda and the other information and materials shall be provided by the State through HlePRO, including additions or changes with respect to the dates in Section 1.3 Schedule and Significant Dates. The State is not responsible for any delay or failure of any Offeror to receive any materials updated through the RFP process on a timely basis.

2.2.3 As part of this procurement process, Offerors are informed that awards made for this solicitation, if any, shall be done through the HlePRO and shall, therefore, be subject to a mandatory .75% (.0075) transaction fee, not to exceed \$5,000 for the total contract term. The mandatory fee (.75%) is applicable for awards to Hawaii government agencies only, calculated on a quarterly basis for the first year only. This transaction fee shall be based on the total price of this contract, payable to HIC, the vendor administering HlePRO. Refer to the Section 3.8 Payment to Hawaii Information Consortium, LLC (HIC).

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

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

2.3 RFP Addenda

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

The State accepts no responsibility for a prospective Offeror not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective Offeror to monitor the Hawaii State eProcurement System (HlePRO) to obtain RFP addenda or other information relating to the RFP.

2.4 Pre-Proposal Conference

A pre-proposal conference (Conference) will be held on June 5, 2020 at 9:00 a.m. HST electronically to promote social distancing under the Governor's "Safer at Home" order. A link to the meeting will be provided to any prospective party who emails HCDA at dbedt.hcda.contact@hawaii.gov no later than June 4, 2020 at 3:00 p.m. HST. Attendance at the Conference is optional. A summary of the Conference will be provided via an addendum posted in Hawaii State eProcurement System (HlePro).

2.5 Questions Regarding RFP Contents

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

2.6 Electronic Submission of Questions

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

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

identifying potential Offerors.

2.7 Proposal Due Date

Proposals must be received by the posted closing date and time set forth in Section 1.3 Schedule and Significant Dates of this RFP.

2.8 Cancellation of Procurement and Proposal Rejection

The State reserves the right to cancel this RFP and to reject any and all proposals in whole or in part, and waive any defects, when it is determined to be in the best interest of the State, pursuant to HAR §3-122-96 thru HAR §3-122-97.

2.9 Firm Offers

Responses to this RFP, including proposed costs and/or fees will be considered firm for fifteen (15) days after the proposal due date.

2.10 Right to Accept All or Portion of Proposal

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

2.11 Ownership or Disposition of Proposals and other Materials Submitted

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

2.12 Additional Information

The Offeror shall provide additional information regarding aspects of the Offeror's Proposal within one (1) business day of the State's request for such information unless the State specifies otherwise. Each Offeror shall submit only one Proposal. If an Offeror submits more than one Proposal, the State reserves the right to reject and or dismiss the Offeror from the RFP process.

Section 3: Requirements

3.1 Mandatory Minimum Administrative Proposal Requirements

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

3.2 Minimum Requirements and Qualifications

Offeror shall provide all services set forth in Attachment A, Statement of Work.

3.3 Contractor Responsibility for Subcontractors

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

3.4 Removal of Subcontractors

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

3.5 Right to Retain Subcontractors

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

3.6 Additional Contractor Requirements

Each Contractor shall:

Comply with all terms and conditions include in the Contract with the State;

Provide all labor, materials and equipment necessary to meet the requirements of the RFP, including but not limited to the Statement of Work set forth in Attachment A;

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

Ensure that all its employees and its Subcontractors' employees can communicate effectively with State employees;

Ensure that it is current with all payments and registration fees and similar financial obligations owed to the State during the term of its Contract with the HCDA;

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

3.7 Payment

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

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

3.8 Payment to Hawaii Information Consortium, LLC (HIC)

HlePRO is administered by Hawaii Information Consortium, LLC (HIC). HIC shall invoice the Contractor(s) directly for payment of transaction fees. Payment must be made to HIC within thirty (30) days from receipt of invoice. HIC is an intended third-party beneficiary of transaction fees, which are used to fund the operation, maintenance and future enhancements of the HlePRO system.

Section 4: Instructions to Offerors – Proposal Submission

4.1 Proposal Objectives

One of the objectives of this RFP is to make proposal preparation easy and efficient while giving Offerors ample opportunity to highlight their Proposals. The evaluation process must also be manageable and effective.

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

When an Offeror submits a Proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Offeror has identified as necessary to successfully complete the obligations outlined in this RFP.

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

4.2 Proposal Structure and Labeling

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

4.3 Proposal Submission Instructions

Proposals must be received by June 23, 2020; 10:00 A.M. HST through the Hawaii Electronic Procurement System (HlePRO). Proposals received after the deadline and/or through any sources other than HlePRO will be rejected.

4.4 Electronic Submission of Proposals

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

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

4.5 Required Format and Content

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

1. **Table of Contents.** A Table of Contents must be included with each Proposal. All major parts of the Proposal shall be identified by referencing page numbers.
2. **Offer Checklist.** Complete and submit all items noted on the Offer Checklist.
3. **Offer Form, OF-1.** Offeror shall complete and sign OF-1 Offer Form. See Special Provisions, 8.5 Proposal Preparation.
4. **Executive Summary.** The executive summary [not to exceed two (2) pages] is to briefly describe the Offeror's Proposal. This summary should highlight the major features of the Proposal. The response should demonstrate the Offeror's understanding of and ability to meet the Administrative and Technical Requirements of the RFP. The State should be able to determine the essence of the Proposal by reading the executive summary.
5. **Evaluation Criteria Submittals (Refer to Section 6 Evaluation Criteria).** This section shall be sub-divided by the evaluation criteria and include the narrative and any other requirements.
 - a. Management Approach – See Section 6.1. Submittal limited to twenty (20) pages;
 - b. Technical – See Section 6.2. Submittal limited to twenty (20) pages;
 - c. Past Performance – See section 6.3. Submittal limited to ten (10) pages;
 - d. Price Proposal. See Section 6.4 and 6.5.
6. **Confidential, Protected or Proprietary Information.** All confidential, protected or proprietary information must be included in this section of proposal response. Do not incorporate protected information throughout the Proposal. Rather, provide a reference in the proposal response directing the State to the specific area of this protected Information section. If Offeror believes that any portion of its Proposal, offer, specification, protest, or correspondence contains information that should be withheld as confidential, then the Procurement Officer should be so advised in writing and shall be furnished with justification for confidential status. Price is not considered confidential and shall not be withheld.

Information included in the Confidential, Protected or Proprietary Information section of an Offeror's Proposal is not automatically accepted as protected. All

information identified in the section will be subject to review by the State in accordance with the procedures prescribed by the State's open records statute, freedom of information act, or similar law.

4.6 Each Offeror to Bear its Own Costs

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

Section 5: Evaluation and Award

5.1 Evaluation of Proposals

The Procurement Officer of the Hawaii Community Development Authority (HCDA), or an evaluation committee of at least three (3) qualified State employees selected by the HCDA Procurement Officer, shall evaluate Proposals for the contract. The evaluation will be based solely on Section 6 Evaluation Criteria and the process described in this section.

5.2 Right to Waive Minor Irregularities

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

5.3 Initial Review and Award without Discussions

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

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

5.4 Discussion with Priority Listed Offerors

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

If numerous acceptable and potentially acceptable Proposals are submitted, the evaluation committee may limit the priority list to three (3) highest ranked, responsible Offerors.

The State may invite priority listed Offerors to discuss their Proposals to ensure thorough, mutual understanding. The State in its sole discretion shall schedule the time and location for these discussions, generally within the timeframe indicated in Section 1.3 Schedule and Significant Dates. The State may also conduct discussions with priority listed Offerors

to clarify issues regarding the proposals before requesting best and final offers (BAFO), if necessary.

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

5.5 Best and Final Offers

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

The BAFOs will be evaluated by the evaluation committee taking into consideration the Evaluation Criteria set forth in Section 6 Evaluation Criteria.

5.6 Award of Contract

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

5.7 Responsibility of Offeror

Pursuant to HRS §103D-310(c), the selected offeror shall at the time of award be compliant with all laws governing entities doing business in the State of Hawaii. See Special Provisions 8.4 Responsibility of Offerors.

5.8 Evaluation Criteria

The following criteria shall be used in evaluating the Offerors:

Table 1 - Evaluation Criteria

Evaluation Category	Evaluation Narrative Limits	Points Possible
Evaluation Criteria 1: Management Approach	Experience Submittal (Max 20 Pages) in addition to resumes of key personnel and project samples;	350
Evaluation Criteria 2: Technical Approach	Technical Submittal (Max 20 Pages)	300
Evaluation Criteria 3: Past Performance	Client References (Max 10 Pages)	150
Evaluation Criteria 4: Price Subfactor 1- Total Price Calculation Subfactor 2- Price Reasonableness and Realism	Price Proposal (Max 20 Pages)	200
Total Possible Points		1000

Table 2 - Evaluation Criteria by Subcategory

Evaluation Category	Evaluation Subcategory	Point Breakdown	Points Possible
Evaluation Criteria 1: Management Plan	Organization and Approach	250	
	Staff Experience – Key Personnel (Resumès)	75	
	Reporting Plan	25	
	Subtotal		350
Evaluation Criteria 2: Technical/Experience	General Requirements	20	
	Work Plan	150	
	Stakeholder Identification	60	
	Form-Based Code	40	
	Hawaii Administrative Rules	20	
	Other Services	10	
	Subtotal		300
Evaluation Criteria 3: Past Performance	Offeror References		150
Evaluation Criteria 4: Price	Subfactor 1- Total Price Calculation		200
	Subfactor 2- Price Reasonableness and Realism		
Total Possible Points			1000

5.9 Scoring Process

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

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

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

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

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

Example:

4 Very Good	X	250	= 200
5			
1 Poor	X	250	= 50
5			

5.10 Notice of Award

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

5.11 Debriefing

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

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

A protest by the requestor following a debriefing shall be filed within five (5) working days, as specified in HAR §103D-303(h). See Special Provisions Section 8.8 Protest Procedures for submitting a protest.

Section 6: Evaluation Criteria

Evaluation Criteria 1: Management Approach

6.1 Management Approach Submittal

This section contains requirements pertaining to the offeror's management approach relating to this RFP. Offeror shall submit a narrative of a maximum of twenty (20) pages showing how they met or exceeded requirements of previous work, project examples, etc. Narratives to be submitted in size 12 Arial font or equivalent.

Management Approach can include sub-factors such as:

Sub-factor 1: Organization and Approach

The State will assess the degree to which the Offeror's proposed organization and approach for managing the program meet the requirements identified in the SOW (e.g., achieve schedule milestones, submit timely and accurate deliverables, and address risk).

This includes, but is not limited to, the following:

- Organizational Experience - demonstrating the following: Organizational capability, resources, and experience, maintenance, and operation. The Offeror shall explain its prior experience providing the types of services requested by this RFP. Describe at least two major projects or contracts you worked on during the past seven (7) years, on the same or similar projects. Explain the statement of work, duration, number of employees assigned to the project, and significant tasks that were completed.
- Program management
- Staffing plan
- Subcontractor management
- Configuration management
- Data management to include cybersecurity considerations
- Quality assurance - Implementation of quality and cost controls, with effective project and financial tracking and reporting
- System implementation and transition(s) management

The State will assess the degree to which the Offeror's proposed performance management approach will meet the requirement to ensure high-quality services that meet the performance requirements for the contract including meaningful program metrics that depict, at a minimum, program cost, schedule, and performance attainment and describe plans for implementation and monitoring of those metrics.

Sub-factor 2: Key Personnel

The State will assess the degree to which the Offeror's proposed key personnel resumes meet defined labor category requirements with required or equivalent certifications aligned to their Proposal and, the degree to which the approach for retaining key personnel will support successful and efficient execution of requirements.

Sub-factor 3: Reporting Plan

The State will assess the degree to which the Offeror's proposed written reporting and presentation processes, and underlying development, delivery, and support activities meet the SOW requirements.

Evaluation Criteria 2: Technical Approach

6.2 Technical Approach Submittal

This section contains requirements pertaining to the offeror's technical approach relating to this RFP. Offeror shall submit a narrative of a maximum of twenty (20) pages explaining Offerors plan for the project goal and requirements, amount of key personnel allocated, the methodology toward implementing and tracking the success of deliverables including milestones. Narratives to be submitted in size 12 Arial font or equivalent.

Technical Approach may include but is not limited to:

- a) A clear understanding of the Statement of Work required for the project, with a work plan that will ensure the achievement of task objectives;
- b) A clear understanding of state laws and regulations and a viable plan for implementing these requirements;
- c) A viable transition plan with contingency planning and established milestones;
- d) An integrated plan that expands outreach to targeted audiences;
- e) An overall effective strategy that accomplishes all project goals as outlined in the Statement of Work;
- f) A risk assessment and risk mitigation plan;
- g) A quality control plan that includes Key Performance Indicators as described in Section 7.4 of the Contract Management Section;
- h) The approach to tracking and achieving the required deliverables.

Evaluation Criteria 3: Past Performance

6.3 Past Performance Submittal

Offeror shall submit a narrative of a maximum of ten (10) pages not including references. Narratives to be submitted in size 12 Arial font or equivalent. Offeror shall provide a full narrative describing Offerors past performance demonstrating that the Offeror possesses the qualifications and experience to provide the services in a satisfactory manner as specified in this RFP.

Offeror shall complete Offer Form OF-2 Client References, Attachment C with the names and contact information of customer references for at least two (2) clients that received services that are similar to those in the Statement of Work.

The State reserves the right to conduct reference checks beyond what was provided by references.

The results of the reference checks will be reflected in the evaluation score for this criterion. Full points will not be awarded without confirmation of services from at least one (1) listed clients. Offerors are encouraged to notify references with due notice.

6.3.1 Past Performance Relevancy and Recency Ratings

The State will evaluate the Offeror's demonstrated record of contract performance in supplying services that meet users' needs, including price and schedule. The recency and relevancy of the information, the source of the information, the context of the data and general trends in the Contractor's performance will be considered. More recent and more relevant performance usually has a greater impact on the confidence assessment than less recent and less relevant performance. The State will perform an independent determination of relevancy of the data provided or obtained. A relevancy determination will be made in addition to the reference responses received. The State is not bound by the Offeror's opinion of relevancy. The following relevancy criteria apply and will be assigned to each effort identified in the Offeror's Proposal on past performance.

PAST PERFORMANCE RELEVANCY RATING	
Rating	Definition
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

For purposes of this evaluation, recency is defined as active or completed efforts performed within the past seven (7) years from the closing date of this solicitation. The more recent the effort the higher recency score it will receive, as follows:

PAST PERFORMANCE RECENCY RATING	
Rating	Definition
Very Recent	Completion of a service project within the last one (1) to three (3) years
Recent	Completion of a service project within the last three (3) to five (5) years
Not Recent	Completion of a service project within the last five (5) to seven (7) years

6.3.1.1. Final Performance Rating

Once the evaluation has considered recency and relevancy, it is time to take those considerations and determine an overall rating for past performance in respect of whether the information reviewed will allow for successful performance of the current solicited requirements.

Rating	Description
6- High Confidence	Based on the offeror's performance record, the government has high confidence the offeror will successfully perform the required effort.
5- Significant Confidence	Based on the offeror's performance record, the government has significant confidence the offeror will successfully perform the required effort.
4- Satisfactory Confidence	Based on the offeror's performance record, the government has confidence the offeror will successfully perform the required effort. Normal contractor emphasis should preclude any problems.
*3- Unknown Confidence	No performance record is identifiable.
2- Little Confidence	Based on the offeror's performance record, substantial doubt exists that the offeror will successfully perform the required effort.
1- No Confidence	

* Given the number of mergers and acquisitions in today's American business environment, potential offerors may not have existed under their current name for very long. If the key management personnel, subcontractors, or other resources, have experience on contracts similar to the pending requirement for another contractor; state and local government contracts; private contracts; or was a major subcontractor; then the source selection team can perform the appropriate evaluation and risk assessment. This reduces the chance of needing to "neither reward nor penalize" an offeror with no other relevant past performance information.

If the Offeror is truly a new entity and none of the company principals ever performed relevant work for others, the company is considered to have no past performance. In the case of an offeror with respect to which there is no information on past contract performance or with respect to which information on past contract performance is not available, the offeror may not be evaluated favorably or unfavorably on the factor of past contract performance." Thus, the evaluator would, at the minimum, rate this offeror as unknown confidence, allowing for a pass rate of 50% (3/6).

Evaluation Criteria 4: Price

There are two subfactors to Price evaluation:

6.4 Subfactor 1 – Total Compensation Evaluation

The Offeror's compensation proposal is worth 200 points, twenty percent (20%) of the total points, which is 1,000. Offerors shall enter the total sum price for the two (2) year services as the Unit Price in US Dollars and Cents when submitting their offer in HlePRO.

6.4.1 Cost Points Conversion

In converting cost to points, the lowest total cost will automatically receive the maximum number of points allocated to cost shown in Table 1 in Section 5.8. The point allocations for cost on the other Offers for each service category will be determined through the method set out in the following formula: $[\text{lowest total cost} \times \text{maximum points}] \div [\text{Offeror's proposed cost}] = \text{cost points awarded}$.

6.4.2 Price and Rate Guarantee Period

All prices shall be guaranteed for each year as part of the contract. Requests for price adjustment shall not be considered.

6.5 Subfactor 2 –Price Reasonableness and Realism

6.5.1 Price Reasonableness

Prices shall be evaluated for competitiveness and reasonableness of price. The State may use any or all price analysis techniques and procedures to determine price reasonableness.

6.5.2 Price or Cost Realism

6.5.2.1 Price Realism

The State may use any or all price realism techniques and procedures for the purpose of measuring an offeror's understanding of the solicitation requirements, or of assessing the risk inherent in an offeror's proposal.

6.5.2.2 Cost Realism

The State may use any or all cost realism techniques and procedures to determine whether the estimated proposed cost elements are realistic for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the unique methods of performance and materials described in the offeror's proposal.

Section 7: Contract Management

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

7.1 Contract Administrator

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

Tesha Malama
Kalaelo Director of Planning and Development
Hawaii Community Development Authority
547 Queen Street
Honolulu, Hawaii 96813
dbedt.hcda.contact@hawaii.gov
Phone: (808) 594-0300; Fax: (808) 587-0299

7.2 Contractor/State Meetings

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

7.3 Dispute Process and Escalation

The following steps address any issues or concerns that may occur during the transition/implementation stage or at any time throughout the contract period:

The contractor shall first make a written request to informally resolve any dispute with HCDA. If after ninety (90) days the dispute is not resolved, the contractor shall seek mediation with a mutually agreed-upon mediator. If the mediation ends in an impasse, the contractor may seek other legal remedies.

While HCDA considers the contractor's written request and during any subsequent mediation period, the contractor agrees to proceed diligently with the provision of services as described in this document.

7.4 Quality Control

The Contractor shall provide quality services/products and management oversight of all processes. The Contractor shall use Key Performance Indicators that are acceptable within the specific market industry to manage and monitor quality performance. The Contractor shall provide accurate data/reports and meet deliverables, with emphasis on the overall success and positive impact on the update of the Kalaeloa Community Development District Plan and Rules. The Contractor shall provide management, support, and qualified personnel to accomplish the objectives of this contract.

7.5 Post Award Deliverables

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

RFP Reference	Due Date	Deliverable	Action Required
Section 8.11 Liability Insurance	Prior to the start of the contract	Liability Insurance Certificates	Contractor shall maintain during the life of the contract.
Attachment A Statement of Work	Monthly/Quarterly/Annually as requested	Progress reports, including a summary of work performed, contract balance (hours and dollars), open items/work in progress, and estimates to complete.	Contractor shall provide on a monthly/quarterly/annual basis as requested.

Section 8: Special Provisions

8.1 Scope

The Hawaii Community Development Authority (HCDA) is soliciting proposals to provide consulting services to update the Kalaeloa Master Plan, the Hawaii Administrative Rules (HAR) Title 15 Chapter 215 Kalaeloa Community Development District Rules, and HAR Title 15 Chapter 216 Reserved Housing Rules.

8.2 Grant of License Rights

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

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

All Offerors for service contracts shall comply with section HRS §103-55, which provides as follows:

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

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

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

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

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

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

This section shall not apply to:

- 1) Managerial, supervisory, or clerical personnel.

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

8.4 Responsibility of Offerors

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

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

8.4.1 Vendor Compliance - Hawaii Compliance Express (HCE)

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

8.4.2 Timely Registration on HCE

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

8.4.3 Verification of Compliance on the HCE

Prior to awarding this contract, the State shall verify compliance of the Contractor(s).

8.4.4 Vendor Compliance - Paper Documents

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

8.4.4.1 HRS Chapter 237 Tax Clearance Requirement for Award

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

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

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

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

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

8.4.5 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 date of issue. A photocopy of the certificate is acceptable to the Hawaii Community Development Authority.

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.

For more information regarding online business registration and the COGS is available at <http://cca.hawaii.gov/breg/>.

8.4.6 Timely Registration

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

8.4.7 Verification of Compliance

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

8.4.8 Required Review

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

Should Offeror find defects and questionable or objectionable items in the RFP, Offeror shall notify the State in writing prior to the deadline for written questions as stated in the Section 1.3 Schedule and Significant Dates, as amended. This will allow the issuance of any necessary corrections and/or amendments to the RFP by addendum, and mitigate reliance on a defective solicitation and exposure of proposal(s) upon which award could not be made.

8.5 Proposal Preparation

8.5.1 Offer Form OF-1

Offer Form OF-1 is required to be completed using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable, in the appropriate space on OFFER FORM page OF-1.

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

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

8.5.2 Offer Guaranty

An offer guaranty is not required for this RFP.

8.5.3 Tax Liability and County Surcharge

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

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

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

Offeror shall submit its current Federal I.D. No. and Hawaii General Excise Tax License I.D. number in the space provided on OFFER FORM, page OF-1, to attest that the Offeror is doing business in the State and that Offeror will pay such taxes on all sales made to the State.

8.6 Confidentiality

- 8.6.1** If an Offeror in good faith considers a portion of an Offer, or correspondence with the State, to contain confidential information, it shall follow the procedures set forth in Section 4.5 Required Format and Content. Costs included or required to be included in an Offer cannot be confidential and will not be withheld from public access.
- 8.6.2** Any Offeror may request the nondisclosure of designated trade secrets or other proprietary data it considers confidential. Such request shall be in writing specifically identifying the information or material asserted to be confidential and the justification for confidential treatment. The request shall be submitted with the submission of the Offer. The information or material asserted by the Offeror to be confidential to the Offeror shall be clearly marked and be submitted in or with the Offer in such manner as to be readily separable from the Offer (or remaining portion of the Offer) to facilitate public access to and inspection of the non-confidential portion of the Offer. Total Cost proposals cannot be marked confidential.

8.7 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.

8.8 Protest Procedures

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

Procurement Officer
Hawaii Community Development Authority
547 Queen Street
Honolulu, Hawaii 96813

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

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

8.9 Notice to Proceed

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

8.10 Contract Execution

The successful Offeror receiving award shall enter into a formal written contract to be signed by the Contractor and returned within ten (10) working days.

No performance or payment bond is required for this contract.

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

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

8.11 Liability Insurance

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

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

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

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (Occurrence form)	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 per accident

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

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

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

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

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

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

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

8.12 Contract Invalidation

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

8.13 Mistakes in Proposals

8.13.1 Mistakes shall not be corrected after award of contract.

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

8.13.3 If discussions are not held, or if the best and final offers (BAFO) upon which award will be made have been received, mistakes shall be corrected to the intended correct offer whenever the mistake and the intended correct offer are clearly evident on the face of the proposal, in which event the proposal may not be withdrawn.

8.13.4 If discussions are not held, or if the BAFO 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 BAFO upon which award will be made have been received, the Procurement Officer may waive such irregularities or allow an Offeror to correct them if either is in the best interest of the State. Examples include the failure of an Offeror to return the number of signed proposals required by the request for proposals; sign the proposal, but only if the unsigned proposal is accompanied by other material indicating the Offeror's intent to be bound; or to acknowledge receipt of an amendment to the request for proposal, but only if it is clear from the proposal that the Offeror received the amendment and intended to be bound by its terms; or the amendment involved had no effect on price, quality or quantity.

8.14 Modification Prior to Submittal Deadline or Withdrawal of Offers

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

8.15 Contract Changes – Unanticipated Amendments

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

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

8.16 Re-execution of Work

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

**STATEMENT OF WORK
FOR
RFP-KAL-20-001**

It is anticipated that the proposed Statement of Work (SOW) will be incorporated as an attachment to the resultant award instrument. The SOW, without restrictive markings, is your company's affirmation that the SOW is non-proprietary.

Update of the Kalaeloa Community Development District Plan and Rules

1.0 BACKGROUND

The Hawaii Community Development Authority (HCDA) is soliciting proposals to provide consulting services to update the Kalaeloa Master Plan (Plan), the Hawaii Administrative Rules (HAR) Title 15 Chapter 215 Kalaeloa Community Development District Rules, and HAR Title 15 Chapter 216 Reserved Housing Rules (Rules).

2.0 OBJECTIVE

Since the Kalaeloa Master Plan was adopted in 2006, major developments have occurred within and adjacent to the Kalaeloa Community Development District (KCDD). An assessment of the current state of the KCDD and surrounding area is needed. The objectives of the update of the Plan and Rules are to:

2.1 Identify relevant changes from 2006 to present within and surrounding the KCDD;

2.2 Identify favorable and detrimental conditions to redevelopment in the KCDD;

2.3 Obtain meaningful feedback from community groups and stakeholders relating to development within the KCDD;

2.4 Compare the results of the analysis and feedback with the current Plan and Rules and determine the appropriate course of action to update the Plan and Rules;

2.5 Update the Plan and Rules by amending or replacing the original documents;

2.6 Conduct meetings and hearings to finalize the adoption of the updated Plan and Rules.

3.0 SCOPE OF WORK

3.1 Review the Plan and Rules. Contractor will review the Plan and Rules, identify major developments within and around the KCDD since 2006, and identify and evaluate conditions favorable and detrimental to redevelopment in the KCDD.

3.2 Conduct Meetings of Focus Groups and Interested Parties. Contractor will lead and facilitate meetings of key stakeholders and interested parties, to be identified by Contractor and the HCDA jointly, to obtain feedback related to past, present, and future development of the KCDD.

3.3 Provide Recommendations to update the plan and rules. Contractor will provide recommendations to update the Plan and Rules based on Contractor's assessment of legal rules and regulations, industry standards, and best practices to maximize sustainable development.

3.4 Align the Draft Plan and Rules. Contractor will align the draft updates of the Plan and Rules with Chapter 206E, HRS, the HCDA's governing statute, in a manner that ensures procedural consistency, integrated with State and local legal requirements, provides clarity as to applicability of existing regulations, and maximizes the effectiveness of the Rules.

3.5 Provide Materials for the HCDA. Contractor will provide information and materials, as requested by the HCDA, relating to the Plan and Rules for publication on the HCDA's website and to distribute at community and stakeholder presentations. Such materials may include articles or other writings, photographs, maps, renderings, and other images.

3.6 Produce Maps and Diagrams. Contractor will use base map information, to be provided by the HCDA, to produce maps for use in updating and rollout of the Rules, including vignette of streetscapes, setbacks, pedestrian zones, and building forms, among others.

3.7 Draft the updated Plan and Rules. Contractor will prepare a draft of the updated Plan and Rules for governmental and public review and assist the HCDA in finalizing the Rules for adoption.

3.8 Prepare and Present Drafts for Group Comment. Contractor, in collaboration with the HCDA, will present an initial draft of the Rules for stakeholder comment and subsequent drafts reflecting prior input for further comment. The drafts will be presented to focus groups drawn from the public and other groups of representatives from the academic, professional, and business communities with interests in the District's development.

3.9 Conduct Public Hearings. Contractor will assist the HCDA in conducting one or more public hearings, in accordance with Chapter 91, HRS, at which members of the general public may comment on drafts of the Rules. Contractor and the

HCDA will follow a similar iterative procedure as for the solicitation and incorporation of group comments on drafts to finalize the Rules for adoption.

4.0 REQUIREMENTS

4.1 Phase 1 – Current State Assessment

The Contractor shall perform an analysis to identify major changes within and around the KCDD since the adoption of the 2006 Plan and 2012 Rules. The analysis must include the identification of factors affecting development, both beneficial and detrimental to the KCDD.

The Contractor shall develop a methodology to identify community groups, stakeholders, and other interested parties and obtain feedback about the past, present, and future development of the KCDD.

The Contractor shall prepare a report summarizing their findings with recommendations and best practices to correct deficiencies and enhance future redevelopment.

4.2 Phase 2 – Update of the Plan and Rules

The Contractor and HCDA shall develop a plan to update the Plan and Rules. This may be in the form of an amendment to the existing documents or a replacement. The Contractor shall be responsible to produce the updated Plan and Rules; present the drafts to the general public, HCDA Kalaeloa Authority, and other stakeholders for; and incorporate feedback to finalize the Plan and Rules for adoption.

5.0 DELIVERABLES

5.1 Progress Reports

The Contractor shall create a monthly progress report template to be agreed on with the HCDA Contract Administrator. At a minimum the report should include the contract status (hours and dollars incurred), description of work performed since the last report, open items, and estimated time to complete/resolve the open item.

The monthly progress report shall be shared with the HCDA Contract Administrator.

5.2 Maps and Diagrams

Contractor will use base map information, to be provided by the HCDA, to produce maps for use during preparation of the Rules, including vignette of streetscapes, setbacks, pedestrian zones, and building forms, among other.

5.3 Summary Information Materials

Contractor will provide information and materials, as requested by the HCDA, relating to the Plan and Rules for publication on the HCDA's website. Such

materials may include articles or other writings, photographs, maps, renderings, and other images.

5.4 Kalaeloa Community Development District Master Plan

If deemed necessary by the HCDA, contractor will draft, finalize, and deliver a district master plan as requested by the HCDA for approval by the authority. Should the authority request amendments, the contractor shall make necessary amendments until the authority deems the district master plan to be final by vote by the authority.

5.5 Hawaii Administrative Rules, Title 15, Chapter 215 and Chapter 216

If deemed necessary by the HCDA, contractor will draft, finalize, and deliver rule amendments or a new set of rules to effectuate the district master plan described above for approval by the authority. Should the authority request amendments, the contractor shall make necessary amendments until the authority deems the rule revisions or the new set of rules to be final by vote of the authority and final approval by the Governor or the State of Hawaii.

Offer Form OF-1

Update of the Kalaeloa Community Development District Plan and Rules
RFP-KAL-20-001

Garett Kamemoto
Interim Executive Director
Hawaii Community Development Authority
State of Hawaii
547 Queen Street
Honolulu, Hawaii 96813

Dear Mr. Kamemoto:

The undersigned has carefully read and understands the terms and conditions specified in the Statement of Work, Section 8. Special Provisions and the AG General Conditions, Form AG-008 or as amended (see <http://spo.hawaii.gov>); and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this bid, 1) Offeror is declaring this offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) Offeror is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ *Corporation ☐ Joint Venture
☐ Other _____

*State of incorporation: _____

Federal I.D. No. _____

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

Payment address
(other than street address
below): _____

City, State, Zip Code: _____

Business address (street
address): _____

City, State, Zip Code: _____

Respectfully submitted:

(x)

Date

Authorized (Original) Signature

Telephone No.

Name and Title (Please Type or Print)

Fax No.

**

Exact Legal Name of Company (Bidder)

E-mail Address

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

**CLIENT REFERENCES
OFFER FORM OF-2**

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

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

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

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

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

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

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

The State may contact all of the references listed to inquire about Offeror's equipment, services, performance, and degree of customer satisfaction.

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

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

Reason for Change in Total One-Time Cost of Project, if applicable:

Scope of Contractor/Offeror's Involvement in this project:

Number of employees Contractor/Offeror staffed for this project:

Original Value of Contractor/Offeror's Contract:

Actual Total Contract Value:

Reason(s) for Change in Value:

Estimated Start & Completion Dates:

From:

[Click here to enter a date.](#)

To:

[Click here to enter a date.](#)

Actual Start & Completion Dates:

From:

[Click here to enter a date.](#)

To:

[Click here to enter a date.](#)

Reason(s) for Difference Between Estimated and Actual Dates:

Section 3. To be completed by the Customer Organization

Contractor Name (maybe subcontractor to Offeror):

Customer Organization:

Contractor Name:

Customer Organization:

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

Comments from the Customer Organization

B. Past Performance Reference

RATING GUIDELINES

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

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

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

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

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