

REQUEST FOR PROPOSALS

COMMUNITY ENGAGEMENT AND COMMUNICATIONS COORDINATOR

COUNTY OF MAUI

2021-2022 CHARTER COMMISSION

RFP NO. 21-004OCS

REQUEST FOR PROPOSAL

RFP NO. 21-004OCS

Pursuant to Chapter 103D, HRS, the County of Maui Charter Commission (hereinafter referred to as the "COM") is seeking Proposals (RFP) **to provide a community engagement and communications professional or firm to meaningfully involve Maui County's diverse communities in a once-in-a-decade opportunity to shape the future of local government through the review of changes to the County's Charter, its founding document. The voters in the 2022 General Election will vote on the proposed amendments.**

One (1) original and four (4) physical copies along with one (1) digital copy of the proposal package are to be submitted. The original and hard copies of the proposal must be received and time stamped by the Office of Council Services, at 200 S. High Street, Wailuku, Hawaii 96793 no later than **4:30 p.m. on June 7, 2021**. The digital copy must be emailed to county.council@mauicounty.us no later than **4:30 pm on June 7, 2021**.

This Request for Proposal may be obtained by visiting the Maui County Council website: mauicounty.us.

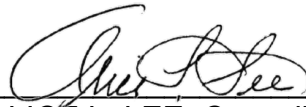
Proposals are to be submitted in an envelope or package clearly and legibly marked with the company name, project name, and RFP number.

The County of Maui reserves the right to accept or reject any or all proposals.

Failure to comply with the requirements of this RFP shall result in the rejection of the proposal.

05/06/2021

Date



ALICE L. LEE, Council Chair
Purchasing Agent
Maui County Council

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SECTION ONE
INTRODUCTION & KEY DATES

1.01 TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION

BAFO	=	Best and Final Offer
OFFEROR	=	A individual, partnership, firm, corporation, joint venture, or representative or agent, submitting a proposal in response to this solicitation
COM	=	County of Maui Charter Commission
Contractor	=	The OFFEROR that is awarded the contract for this solicitation
CPO	=	Chief Procurement Officer
Department	=	Department of the Corporation Counsel
GC	=	General Conditions
GET	=	General Excise Tax
HAR	=	Hawaii Administrative Rules
HRS	=	Hawaii Revised Statutes
Must	=	Denotes the imperative.
Purchasing Agent	=	Contracting Officer for the County of Maui
RFP	=	Request for Proposals
Time	=	If stated as a number of days, will be calendar days.
Shall, Will	=	Indicates a mandatory requirement.
Should	=	Indicates a preference.

1.02 INTRODUCTION

The County of Maui Charter Commission (“COM”) is seeking proposals from qualified and experienced vendors (“OFFEROR”), to provide a community engagement and communications professional or firm to meaningfully involve Maui County’s diverse communities in a once-in-a-decade opportunity to shape the future of local government through the review of changes to the County’s Charter, its founding document. The voters in the 2022 General Election will vote on the proposed amendments.

1.03 RFP SCHEDULE AND SIGNIFICANT DATES

The schedule set out herein represents the COM's best estimate of the schedule that will be followed. All times indicated are Hawaii Standard Time (HST). If a component of this schedule, such as "Proposals Due" date is delayed, the rest of the schedule will likely be shifted by the same number of days. The approximate schedule is as follows:

Advertising of Request for Proposals	May 6, 2021
Deadline to Submit Written Questions	May 14, 2021
County of Maui's Response to Written Questions	May 21, 2021
Proposals Due and Opened	June 7, 2021
Proposal Evaluations Completed	June 15, 2021
Discussion with Priority Listed Proposers	June 21, 2021
Best and Final Offer	June 25, 2021
Estimated Contract Award	July 1, 2021
Contract Start Date	July 1, 2021

The RFP may be canceled and any or all proposals rejected, in whole or in part, without liability, when it is determined to be in the best interest of the COM.

SECTION TWO

BACKGROUND AND SCOPE OF WORK

2.01 OVERVIEW AND HISTORY

The Maui County Charter Commission is seeking a community engagement and communications professional or business to meaningfully involve Maui County's diverse communities in a once-in-a-decade opportunity to shape the future of local government. The independent Charter Commission is authorized to review and recommend changes to the Charter – Maui County's founding document.

The 2021 Charter and other background materials related to the work and duties of the Charter Commission may be found at: <https://www.mauicounty.gov/1791/Charter-Commission>.

The OFFEROR will work closely with the 11 volunteer members of the Charter Commission and will directly report to the Charter Commission. In addition, this position will collaborate with community-based organizations and leaders to support public education and engagement in the Charter review process. The Coordinator will be playing a role that requires judgement, creativity, and independent decision-making.

The mission of the Charter Commission is to support efficient and effective county government that is responsive to the needs of all its citizens. The Charter Commission works toward this mission through both its work processes and work products, and within the processes of community engagement, this mission is encompassed by three objectives:

- A. Maximize citizen input and impact in identifying issues, potential solutions, and priorities in the Commission's development of charter amendments.
- B. Maximize citizen feedback regarding proposed charter amendments.
- C. Maximize citizen engagement throughout the Commission's duration and through amendment ratification on the November 2022 ballot.

The deadline for the Charter Commission to submit its final report to the County Clerk of all proposed amendments to the Charter is June 20, 2022. The general election in which the citizens of Maui County will vote on the Charter amendments is November 8, 2022.

Services are extremely time sensitive, and the submission of a bid shall be accepted as certification that the OFFEROR is able to provide the contracted services on a timely basis.

2.02 SCOPE OF WORK

The OFFEROR understands that all costs of providing the services, including but not limited to hosting and marketing, shall be borne by the OFFEROR.

The OFFEROR is encouraged to describe and highlight any benefits and features of its proposed services that would differentiate it from others.

The OFFERORS services and proposal shall include:

1. The Community Engagement and Communications Coordinator (Coordinator) promotes transparency and public trust in the Charter review process by supporting pathways to hear from communities about how they want to engage, how they interact with the County, what is working, what is not working, and their vision for a County that works for them and prioritizes their interests. The OFFEROR should describe a proposed public engagement campaign and scope, with recommended mandatory and optional components, keeping in mind the deadlines of the Charter Commission's work. Potential types of public engagement may include, but are not limited to:
 - A. Social media presence and posts
 - B. Traditional news media
 - C. Anonymous digital surveys and other survey techniques
 - D. Other engagement activities and platforms
2. The Coordinator will be responsible for crafting Charter Commission communications. In this role, the Coordinator would serve as a storyteller, which may involve, but is not limited to:
 - A. Creating messaging
 - B. Managing social media
 - C. Updating the Charter Commission website
 - D. Writing news stories
 - E. Handling media relationships
3. The Coordinator will be responsible for gathering and synthesizing community input to ensure it is considered by decision-makers. In this role, the Coordinator would also serve as a social scientist, which may involve, but is not limited to:
 - A. Identifying inquiry opportunities
 - B. Developing instruments for inquiry, such as surveys
 - C. Analyzing data gathered
 - D. Creating reports
4. The Coordinator will be responsible for producing a final report that encapsulates the work done by the Coordinator and relevant data that show the reach and/or impact of community engagement. The purpose of the final report is to provide more detailed description of the work of the Charter Commission and to inform the work of future Charter Commissions. The final report may be included as an addendum to the Charter Commission's Final Report to the County Clerk.

5. To excel in this position, the Coordinator should have experience developing complex engagement strategies and delivering a wide range of communications products, with a focus on community. We are looking for somebody with a track record of building relationships and tailoring engagement for specific communities. We value community leadership and live, as well as professional, experience. The Coordinator should also be a talented writer, editor, researcher, and project manager who can juggle a lot of moving pieces. It will be important to exercise judgment in making day-to-day decisions on your own, while elevating sensitive or high-stakes decisions for guidance from the Charter Commission.

6. COM reserves the right to secure the same or similar services from other sources, with or without terminating the contract with OFFEROR.

SECTION THREE
PROPOSAL FORMAT AND CONTENT

3.01 INTRODUCTION

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. 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 proposer's ability and availability of services to meet the goals and objectives of this RFP as stated in **Section 2.02 SCOPE OF WORK**.

OFFERORS proposal must:

1. Include a transmittal letter to confirm that the proposer shall comply with the requirements, provisions, terms, and conditions specified in this RFP.
2. Include a signed Offer Form OF-1, with the complete name and address of the proposer's firm and name, mailing address, telephone number, and e-mail address of the person the COM should contact regarding the proposer's proposal.
3. If subcontractor(s) will be used, append a statement to the transmittal letter from each subcontractor, signed by an individual authorized to legally bind the subcontractor and stating:
 - a. The general scope of work to be performed by the subcontractor.
 - b. The subcontractor's willingness to perform for the indicated.
4. Provide all of the information requested in this RFP in the order specified.
5. Be organized into sections, following the exact format using all titles, subtitles, and numbering, with tabs separating each section described below. Each section must be addressed individually and pages must be numbered.
 - a. Transmittal Letter
See Section Six, Attachment 1, Offer Form OF-1.
 - b. Experience and Capabilities
 - 1) Client listing.
 - 2) Number of years in business.
 - 3) Listing of key personnel and associated resumes for those who will be dedicated to this contract.

- 4) Listing of governmental or private business references.
 - 5) Summary of listing of judgments or pending lawsuits or legal actions against OFFEROR.
- c. Proposal including an overall strategy, timeline, and plan for achieving and implementing the scope of work proposed.
 - d. Pricing
 - e. Exceptions

3.02 EXPERIENCE AND CAPABILITIES

1. Provide a complete, relevant and current client listing.
2. Indicate the number of years OFFEROR has been in business and the number of years OFFEROR has performed services specified by this RFP. OFFEROR should detail any experience serving government/municipalities with similar functional requirements.
3. Include a list of key personnel and associated resumes for those who will be dedicated to this project.
4. OFFEROR shall include a list of at least three (3) references from the OFFERORS client listing that may be contacted by the COM as to the OFFERORS past and current job performance. OFFEROR shall provide names, titles, telephone numbers, email, and postal addresses.
5. Provide copies of documents verifying that OFFEROR is registered to do business in the State of Hawaii and has a GET license.
6. Provide a summary listing of judgments or pending lawsuits or actions against adverse contract actions, including termination(s), suspension, imposition of penalties, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations against your firm. If none, so state.

3.03 PROPOSAL, STRATEGY, PROJECTED TIMETABLE

OFFEROR shall submit a proposal that includes an overall strategy, timeline, and plan for achieving and implementing the work proposed as noted in **Section 2.02 SCOPE OF WORK**, as well as expected results and possible shortfalls.

3.04 FINANCIAL INFORMATION

Each OFFEROR should note that the County of Maui reserves the right to purchase credit reports and additional information as it deems necessary.

3.05 PRICING

Proposed pricing shall be complete and include all costs and expenses, including travel (e.g., including taxes and any delivery charges). Pricing may specify rates (e.g., hourly or per word charges) to be applied to a measure of services delivered. Include a schedule or fee structure for all costs, if any, to be borne by the COM to meet the goals and objectives of this RFP as stated in **Section 2.02 SCOPE OF WORK**. Prices shall not be subject to adjustment because of changing costs, indexes, or market values that are uncertain at the time of contracting.

3.06 EXCEPTIONS

OFFEROR shall list any exceptions taken to the terms, conditions, specifications, or other requirements listed herein. OFFEROR shall reference the RFP section where exception is taken, a description of the exception taken, and the proposed alternative, if any. Optional deliverables in addition to those required may be suggested. Please include separate pricing and descriptions for optional services/functions that you present.

SECTION FOUR
PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated in two phases:

1. An initial review to determine the responsiveness of the proposal to the requirements for the Request for Proposals (RFP). For a proposal to be considered responsive, it must meet the following tests:

- A. One (1) sealed original, one (1) digital copy, and four (4) hard copies must be physically in the possession of Maui County, no later than 4:30PM, Hawaiian Standard Time, **June 7, 2021**. Late proposals will not be accepted, regardless of postmark.

- B. The proposals should be clearly marked as follows:

**INVITATION FOR PROPOSALS FOR A COMMUNITY ENGAGEMENT
AND COMMUNICATIONS COORDINATOR**
RFP NO. _____

Office of Council Services
200 S. High Street
Wailuku, Hawaii 96793

- C. The proposal must include all required items in the Special Provisions (Section 5).

- D. The original and all copies of the proposal must be in ink or typewritten.

- E. Failure to meet phase 1 criteria may result in rejection of the proposal.

2. An in-depth analysis and evaluation will be based upon the following Evaluation Criteria.

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

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

1. **Proposal, Strategy and Projected Timetable (35)**
 - a. Ability to the desired outcomes as outlined in the Scope of Work - each item must be addressed clearly and succinctly
 - b. Strategy

- c. Methodology
- d. Expected results
- e. Possible shortfalls
- f. Timetable

2. **Qualifications and Experience (35)**

- a. Number of years in the business and number of years performing services specified in this RFP
- b. Reputation/Credibility and Demonstrated Knowledge/Experience
- c. References and client listings
- d. Ability and experience collaborating and building partnerships with internal and external stakeholders, including communities and people traditionally underrepresented in County decision-making, to advance the goals of a project.
- e. Knowledge and experience applying the principles, practices, and methods of culturally appropriate community education and engagement.
- f. Experience developing and implementing complex community engagement plans with significant amounts of public input.
- g. Experience developing and implementing communications plans, creating strategic communications and outreach materials.
- h. Ability and experience researching, planning, and implementing public education programs to build and maintain public awareness of a project's mission and goals.

3. **Pricing (30)**

- a. Detailed Cost to COM, if any, including all direct and indirect costs.

SECTION FIVE SPECIAL PROVISIONS

5.01 SCOPE

All services shall be in accordance with this RFP, including the special provisions in this section, the Scope of Work specified herein, and the General Conditions (GC), included by reference and available at the Office of Council Services, County of Maui.

5.02 RESPONSIBILITY OF OFFERORS

Hawaii Compliance Express (HCE). In accordance with Section 3-122-112, as amended, of the Hawaii Administrative Rules, the successful OFFEROR must produce the following documents as instructed in the attached section entitled "Responsibility of Offerors":

- a. Tax Clearance Certificate
- b. DLIR Certificate of Compliance
- c. Certificate of Good Standing from the DCCA

The awarded OFFEROR is encouraged to use the Hawaii Compliance Express website to assist them in obtaining the above certificates. The state website is <http://vendors.ehawaii.gov>.

5.03 OFFEROR QUALIFICATIONS

OFFEROR shall meet all of the qualifications required by this RFP. Failure to meet the qualifications as specified in Section 3.02, Experience and Capabilities, will likely have an adverse effect on OFFEROR's proposal evaluation.

5.04 TERM OF CONTRACT

Successful OFFEROR shall be required to enter into a formal written contract to commence work on this project.

The contract shall be for a period beginning July 1, 2021, and ending approximately August 31, 2022, subject to extension. The COM reserves the right, in its sole discretion, to terminate the contract early upon written notice to the contractor. No termination claim may be submitted by the contractor.

5.05 CONTRACT ADMINISTRATOR

For the purposes of this contract, the Director of the Office of Council Services, is designated as the Contract Administrator. All inquiries regarding this RFP shall be directed to the Contract Administrator via e-mail: county.council@mauicounty.us.

5.06 OVERVIEW OF THE RFP PROCESS

- a. The RFP is issued pursuant to Subchapter 6 of HAR Chapter 3-122, implementing HRS Section 103D-303.
- b. The procurement process begins with the issuance of the RFP and the formal response to any written questions or inquiries regarding the RFP. Changes to the RFP will be made only by Addendum.
- c. Proposals shall not be opened publicly but shall be opened in the presence of two (2) or more procurement officials. The register of proposals and OFFERORS' proposals shall be open to public inspection after posting of the award.
- d. All proposals and other material submitted by OFFERORS become the property of the County of Maui and may be returned only at the County of Maui's option.
- e. An evaluation committee shall evaluate the proposals in accordance with the evaluation criteria in Section Four. The proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable.
- f. Proposals may be accepted for evaluation without discussion. However, if deemed necessary, prior to entering into discussions, a "priority list" of responsible OFFERORS submitting acceptable and potentially acceptable proposals shall be generated. The priority list may be limited to a minimum of three responsible OFFERORS who submitted the highest-ranked proposals. The objective of these discussions is to clarify issues regarding the OFFEROR's proposal.
- g. If, during discussions, there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate such clarification or change. Addenda to the RFP shall be distributed only to priority listed OFFERORS who submit acceptable or potentially acceptable proposals.
- h. Following any discussions, Priority Listed OFFERORS will be invited to submit their BAFO, if required. The Purchasing Agent or an evaluation committee reserves the right to have additional rounds of discussions with the top three (3) Priority Listed OFFERORS prior to the submission of the BAFO.
- i. The date and time for proposers to submit their BAFO, if any, is indicated in Section 1.03, RFP Schedule and Significant Dates. If OFFEROR does not submit a notice of withdrawal or a BAFO, the OFFEROR's immediate previous offer shall be construed as its BAFO.
- j. After receipt and evaluation of the BAFOs in accordance with the evaluation criteria in Section Four, the Purchasing Agent or an evaluation committee will make its recommendation. The Purchasing Agent will award the contract to

the OFFEROR whose proposal is determined to be the most advantageous to the County of Maui, taking into consideration the evaluation factors set forth in Section Four.

- k. The contents of any proposal shall not be disclosed during the review, evaluation, discussion, or negotiation process. Once the award notice is posted, all proposals, successful and unsuccessful, become available for public inspection. Those sections that the OFFEROR and the County of Maui agree are confidential and/or proprietary should be identified by the proposers and shall be excluded from access. With respect to confidential or proprietary information excluded from access, OFFEROR agrees to indemnify, defend, and hold harmless the County from any and all claims that may arise from said exclusion.
- l. The Purchasing Agent, or an evaluation committee, reserves the right to determine what is in the best interest of the County of Maui for purposes of reviewing and evaluating proposals submitted in response to the RFP. The Purchasing Agent or an evaluation committee will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to the RFP.
- m. The RFP, any addenda issued, and the successful OFFEROR's proposal shall become a part of the contract. All proposals shall become the property of the County of Maui.
- n. After the contract has been awarded the County of Maui will notify the unsuccessful vendors.

5.07 CONFIDENTIAL INFORMATION

If a person believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld as confidential, then the Purchasing Agent named on the cover of this RFP should be so advised in writing and provided with justification to support confidentiality claim. Price is not considered confidential and will not be withheld.

A proposer shall request in writing nondisclosure of designated trade secrets or other proprietary data considered confidential. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

Pursuant to HAR Section 3-122-58, the head of the purchasing agency or designee shall consult with the Department of the Corporation Counsel and make a written determination in accordance with HRS Chapter 92F. If the request for confidentiality is denied, such information shall be disclosed as public information, unless the person appeals the denial to the Office of Information Practices in accordance with HRS Section 92F-42(12).

5.08 REQUIRED REVIEW

OFFEROR shall carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable matter **must be made in writing and should be received by the Office of Council Services prior to the deadline for written questions as stated in the RFP Schedule and Significant Dates**. This will allow issuance of any necessary corrections and/or amendments to the RFP. It will help prevent the opening of a defective solicitation and exposure of proposer's proposal upon which award could not be made. Any exceptions taken to the terms, conditions, specifications, or other requirements listed herein, must be listed in the *Exceptions* section of the OFFEROR's proposal, if the exception is unresolved by the Proposal Due date.

5.09 QUESTIONS PRIOR TO OPENING OF PROPOSALS

All questions must be submitted in writing (e-mails are allowable) and directed to the County of Maui Purchasing Agent issuing this solicitation. The County of Maui will respond to written questions by the date indicated in Section One, 1.04 RFP Schedule and Significant Dates, or as amended.

5.10 CANCELLATION OF RFP AND PROPOSAL REJECTION

The County of Maui reserves the right to cancel this RFP and to reject any and all proposals in whole or in part when it is determined to be in the best interest of the County of Maui, pursuant to HAR Section 3-122-06 through 3-122-97.

5.11 OFFER ACCEPTANCE PERIOD

The County of Maui's acceptance of offer, if any, will be made within ninety (90) calendar days after the opening of proposals. Prices or commissions quoted by the OFFEROR shall remain valid for at least a ninety (90) day period.

5.12 PROPOSAL AS PART OF THE CONTRACT

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

5.13 CONTRACT MODIFICATIONS - UNANTICIPATED AMENDMENTS

During the course of this contract, the Contractor may be required to perform additional work that will 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.

Changes to the contract may be modified only by written document (contract modification) signed by the Office of Council Services and Contractor personnel authorized to sign contracts on behalf of the Contractor.

The Contractor will not commence additional work until a signed contract modification has been issued.

5.14 PROTEST

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known 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 of the contract.

The notice of award, if any, resulting from this solicitation shall be posted on the Procurement Reporting System, which is available on the SPO website: <http://www.hawaii.gov/spo2/source/>.

Any protest pursuant to ' 103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Purchasing Agent, Office of Council Services, 200 S. High Street, Wailuku, Hawaii 96793.

5.15 DOWNLOAD SOLICITATION

Proposer is advised that if interested in responding to this solicitation, proposer may choose to submit its offer in a downloaded document from the Internet provided proposer registers its company by fax or e-mail for this specific solicitation. If proposer does not register its company, proposer will not receive addenda, if any, and its offer may be rejected and not considered for award.

5.16 GOVERNING LAW: COST OF LITIGATION

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, shall be governed by the laws of the State of Hawaii. Any action at law or equity to enforce or interpret the provisions of this contract shall be brought in a state court or competent jurisdiction in Honolulu, Hawaii.

In case the County of Maui shall, without any fault on its part, be made a part to any litigation commenced by or against the Contractor in connection with this contract, the Contractor shall pay all costs and expenses incurred by or imposed on the County of Maui, including attorneys' fees and costs.

5.17 SUBMISSION OF PROPOSAL

The submission of a proposal shall constitute an incontrovertible representation by the proposer of compliance with every requirement of the RFP, and that the RFP

documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the work.

Before submitting a proposal, each OFFEROR must:

- (1) Examine the solicitation documents thoroughly. Solicitation documents include this RFP, any attachments, plans referred to herein, and any other relevant documents.
- (2) 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.

5.18 PROPOSAL PREPARATION

- a. **OFFER FORM, page OF-1.** See Attachment 1. Proposals shall be submitted using proposer's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate the exact legal name in the appropriate spaces on Offer Form page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the first page of the Offer Form shall be an original signature in ink. If unsigned, or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected, unless accompanied by other material containing an original signature, indicating the OFFEROR's intent to be bound.

- b. **Offer Guaranty.** An offer guaranty is NOT required for this RFP.
- c. **Tax Liability.** Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Vendors are advised that they are liable for the Hawaii GET at the current 4% rate. If, however, a proposer is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, proposer shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.
- d. **Taxpayer Preference.** For evaluation purposes, pursuant to HRS ' 103D-1008, the proposer's tax-exempt price offer submitted in response to an IFB shall be increased by the applicable retail rate of general excise tax and the applicable use tax (if any). Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.
- e. **Original Proposal and Copies to be Submitted.** Proposer shall submit one (1) original proposal marked "ORIGINAL", **four (4) copies** of the original marked "COPY" and one (1) digital copy. It is imperative to note that the OFFEROR submit only one original and the required number of copies. DO NOT SUBMIT MORE THAN ONE ORIGINAL.

OFFEROR shall only submit typewritten offers.

- f. Costs for developing the Proposal are solely the responsibility of the OFFEROR, whether or not any award results from this solicitation. The County of Maui will not reimburse such costs.
- g. All proposals become the property of the County of Maui.
- h. Copies of documents transmitted by proposers via facsimile machines shall be limited to the modifications or withdrawal of any offer pursuant to HAR Sections 3-122-108 and 3-122-28, respectively.

5.19 SUBMISSION OF PROPOSAL

Offers shall be received at the Office of Council Services, no later than the date and time stated in Section Four, 1.A., Proposal Evaluation Criteria, as amended. Timely receipt of offers shall be evidenced by the date and time registered by the Office of Council Services time stamp clock. Offers received after the deadline shall be returned unopened.

If the OFFEROR chooses to deliver its offer by United States Postal Service (USPS), please be aware that the USPS does not deliver directly to the Office of Council Services but to a central mailroom. This may cause a delay in receipt by the Office of Council Services and the offer may reach the Office of Council Services after the deadline, resulting in automatic rejection.

5.20 PRICING

Pricing shall include labor, materials, supplies, travel, and all applicable taxes. The pricing shall be all-inclusive. The County of Maui is not tax exempt.

5.21 ECONOMY OF PRESENTATION

Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate for the purpose as stated in Section 3.01, Proposal Format and Content. Emphasis will be on completeness and clarity and content.

5.22 EVALUATION OF PROPOSALS

Pursuant to Section 3-122-45.01, Hawaii Administrative rules, an evaluation committee of at least three (3) qualified County of Maui employees and members of the Maui County Charter Commission shall evaluate the proposals. The evaluation will be based solely on the evaluation criteria set out in Section Four of this RFP.

Proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable. Discussion may be conducted with priority listed OFFERORS who submit proposals determined to be acceptable or potentially acceptable of being selected for award, but proposals may be accepted without such discussions. The

objective of these discussions is to clarify issues regarding the OFFEROR's proposals before the best and final offer, if necessary.

If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may rank the proposals and limit the priority list to three responsive, responsible OFFERORS who submitted the highest-ranked proposals.

5.23 DISCUSSION WITH PRIORITY LISTED OFFERORS

Priority listed OFFERORS shall have a discussion with the evaluation committee to discuss their proposal to ensure thorough, mutual understanding. The County of Maui, in its sole discretion, shall schedule the time and location for these discussions, normally within the timeframe indicated in Section 1.03.

5.24 CANCELLATION OF RFP AND PROPOSAL REJECTION

The County of Maui reserves the right to cancel this RFP and to reject any and all proposals in whole or in part when it is determined to be in the best interest of the County of Maui, pursuant to HAR Section 3-122-0-96 through 3-122-97.

The County of Maui shall not be liable for any costs, expenses, loss of profits or damages whatsoever, incurred by the OFFEROR in the event this RFP is cancelled or a proposal is rejected.

5.25 CONTRACT EXECUTION

Successful OFFEROR receiving award shall enter into a formal written contract. No performance or payment bond is required for this contract.

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

If an option to extend is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract for the additional extension period. The Contractor or the County of Maui may terminate the extended contract at any time without cause upon six (6) weeks' prior written notice.

5.26 PAYMENT

Incremental payments shall be made to the awarded Contractor on a monthly basis, upon receipt of proper invoices and reports that meet the expectations of the RFP. All invoices and reports shall be submitted via e-mail to county.council@mauicounty.us. The receipt of reports shall be due based on the timeline submitted by the Contractor in the proposal, or as amended.

HRS Section 103-10 provides that the County of Maui shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the County of Maui will reject any offer submitted with a condition

requiring payment within a shorter period. Further, the County of Maui will reject any offer submitted with a condition requiring interest payments greater than that allowed by HRS 103-10, as amended.

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

5.27 SUBCONTRACTING

No work or services shall be subcontracted or assigned without the prior written approval of the County of Maui. No subcontract shall under any circumstances relieve the Contractor of his/her obligations and liability under this contract with the County of Maui. All persons engaged in performing the work covered by the contract shall be considered employees of the Contractor.

5.28 CONTRACT INVALIDATION

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

5.29 NON-DISCRIMINATION

The Contractor shall comply with all applicable federal and State laws prohibiting discrimination against any person on the grounds of race, color, national origin, religion, creed, sex, age, sexual orientation, marital status, handicap, or arrest and court records in employment and any condition of employment with the Contractor or in participation in the benefits of any program or activity funded in whole or in part by the State.

5.30 CONFLICTS OF INTEREST

The Contractor represents that neither the Contractor nor any employee or agent of the Contractor presently has any interest, and promises that no such interest, direct or indirect, shall be acquired that would or might conflict in any manner or degree with the Contractor's performance of this contract.

5.31 WAIVER

The failure of the County of Maui to insist upon the strict compliance with any term, provision or condition of this contract shall not constitute or be deemed to constitute a waiver or relinquishment of the County of Maui's right to enforce the same in accordance with this contract.

5.32 SEVERABILITY

In the event that any provision of this contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this contract.

5.33 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

It has been determined that funds for this contract have been appropriated by a legislative body.

Therefore, proposer, if awarded a contract in response to this solicitation, agrees to comply with HRS Section 11-205.5, which states that campaign contributions are prohibited from a State and county government contractor during the term of the contract if the contractor is paid with funds appropriated by a legislative body.

5.34 ADDITIONS, AMENDMENTS AND CLARIFICATIONS

Approvals. Any agreement arising out of this office may be subject to the approval of the Department of Corporation Counsel as to form, and is subject to all further approvals, including the approval of the Council Chair, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected in whole or in part, when in the best interest of the purchasing agency, as provided in HAR " 3-122-95 through 3-122-97.

Confidentiality of Material. All material given to or made available to the Contractor by virtue of this contract, which is identified as proprietary or confidential information, will be safeguarded by the Contractor, and shall not be disclosed to any individual or organization without the prior written approval of the County of Maui.

All information, data, or other material provided by the proposer or the Contractor to the County of Maui shall be subject to the Uniform Information Practices Act, HRS Chapter 92F. The proposer shall designate in writing to the Purchasing Agent those portions of its unpriced offer or any subsequent submittal that are trade secrets or other proprietary data that the OFFEROR desires to remain confidential, subject to HAR ' 3-122-58, in the case of an RFP, or HAR ' 3-122-30, in the case of an IFB. The OFFEROR shall state in its written communication to the Purchasing Agent the reason(s) for designating the material as confidential, for example, trade secrets. The OFFEROR shall submit the material designated as confidential in such manner that the material is readily separable from the offer in order to facilitate inspection of the non-confidential portion of the offer.

Price is not confidential and will not be withheld. In addition, in the case of an IFB, makes and models, catalogue numbers of items offered, deliveries, and terms of payment shall be publicly available at the time of opening, regardless of any designation to the contrary.

If a request is made to inspect the confidential material, the inspection shall be subject to written determination by the Department of the Attorney General, in accordance with HRS Chapter 92F. If it is determined that the material designated as confidential is subject to disclosure, the material shall be open to public inspection, unless the proposer protests under HAR Chapter 3-126. If the request to inspect the

confidential material is denied, the decision may be appealed to the Office of Information Practices in accordance with HRS ' 92F-15.5.

Nondiscrimination. No person performing work under this Agreement, including any subcontractor, employee, or agency of the Contractor, shall engage in any discrimination that is prohibited by any applicable federal, state or county law.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for seven (7) years from the date of final payment under the Agreement.

Correctional Industries. Goods and services available through Hawaii Correctional Industries (HCI) programs may be the same or similar to those awarded by competitive sealed bids or proposals. Agencies participating in [Dept/Agency] requirements (price list) contracts may also procure directly from CI and shall not be considered in violation of the terms and conditions of any [Dept/Agency] contract.

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

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

5.35 General Terms and Conditions

General terms and conditions for goods and services (ver. 3/2020) link: <https://www.mauicounty.gov/DocumentCenter/View/3186/Goods-and-Services-?bidId=>

SECTION SIX
ATTACHMENTS AND EXHIBITS

- 1) Attachment 1: OFFER FORM, OF-1

OFFER FORM
OF-1

REQUEST FOR PROPOSAL
COMMUNITY ENGAGEMENT AND COMMUNICATIONS COORDINATOR

COUNTY OF MAUI
OFFICE OF COUNCIL SERVICES
RFP NO. 21-004OCS

Traci Fujita, Director of Council Services
Contract Administrator
Office of Council Services
County of Maui
200 S. High Street
Wailuku, Hawaii 96793

Dear Ms. Fujita:

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

Proposer** is: _____
(Name of Company)

Sole Proprietor Partnership Corporation* Joint Venture
 Other: _____

*State of incorporation: _____

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

Payment address (other than street address below): _____

City, State, Zip Code: _____

Business address (street address): _____

City, State, Zip Code: _____

Respectfully submitted:

Date: _____ (x) _____

Authorized (Original) Signature

Telephone No.: _____

Facsimile No.: _____

Name and Title (Please Type or Print)

**If proposer 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:

Email Address: _____

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

\$ _____

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

Proposer: _____

Name of Company