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

**1.1 INTRODUCTION**

The State Department of Hawaiian Home Lands (DHHL) is issuing this Request for Proposals (RFP) to procure the services of an unmanned aerial vehicle (UAV) operator. The specific services will be established by work order with a lump sum fee negotiated for each work order based on pre-established rates for services.

**1.2 CANCELLATION**

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

**1.3 TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION**

BAFO	=	Best and Final Offer
CPO	=	Chief Procurement Officer
DAGS	=	Department of Accounting and General Services
DHHL	=	Department of Hawaiian Home Lands
GC	=	103D General Conditions, issued by the Department of the Attorney General
GET	=	General Excise Tax

Chairman – Chairman of the Hawaiian Homes Commission. The Chairman also serves as the Director of the Department of Hawaiian Home Lands and is the Procurement Officer for the department.

Commission – The Hawaiian Homes Commission (HHC).

Contact Person – The person designated by the Department to receive various communications in writing to the Department in conjunction with the project.

Department of Hawaiian Home Lands (DHHL or Department) – A public body responsible for administering the day-to-day operations of the Hawaiian Homes Commission Act of 1920, as amended.

Offeror – Any individual, partnership, firm, corporation, joint venture, or representative or agent, submitting an offer in response to this solicitation.

Procurement Officer – The contracting officer for the State of Hawaii, Department of Hawaiian Home Lands.

Proposal – A document submitted by an Offeror in the prescribed manner in response to this RFP.

State – The State of Hawaii acting through its authorized representative.

#### 1.4 RFP SCHEDULE AND SIGNIFICANT DATES

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

<b>Release of Request for Proposals.</b>	1/2/18
Deadline for DHHL to receive written inquiries to be answered at the Pre-proposal Conference Location: DHHL, 91-5420 Kapolei Parkway, Kapolei, HI 96707	1/9/18
<b>Pre-proposal Conference</b> Location: Hale Pono'i, 91-5420 Kapolei Parkway, Kapolei, HI 96707	1/12/18
Final deadline for written inquiries	1/19/18
DHHL's responses to offerors' written inquiries distributed	1/26/18
<b>Proposals Due</b> Location: DHHL, 91-5420 Kapolei Parkway, Kapolei, HI, 96707	2/2/18
Proposal Evaluations	2/12/18
Discussion with Priority Listed Offerors (if necessary)	2/19/18
Best and Final Offer (if necessary)	2/26/18
Notice of Award	3/5/18
Contract Start Date	4/25/18

Solicitation documents may be obtained at the Department of Hawaiian Home Lands Web site:

<http://dhhl.hawaii.gov/procurement/>

There is no fee assessment to download the RFP documents from the DHHL Web site. It is the responsibility of potential offerors to check the DHHL Web site for any addenda issued by DHHL.

#### 1.5 PRE-PROPOSAL CONFERENCE

The purpose of the pre-proposal conference is to provide Offerors an opportunity to be briefed on this procurement and to ask any questions about this procurement. The pre-proposal conference is not mandatory, however, Offerors are encouraged to attend to gain a better understanding of the requirements of this RFP.

Offerors are advised that anything discussed at the pre-proposal conference does not change any part of this RFP. All changes and/or clarifications to this RFP shall be done in the form of an addendum.

The pre-proposal conference will be held as follows:

Date: January 12, 2018  
Time: 9:00 am  
Location: Hale Pono'i  
91-5420 Kapolei Parkway  
Kapolei, HI 96707

#### **1.6 QUESTIONS AND ANSWERS PRIOR TO OPENING OF PROPOSALS**

All questions shall be submitted by the due date specified in Section 1.4, *RFP Schedule and Significant Dates*, as amended.

The State will respond to questions through Addenda/Amendments by the date specified in Section 1.4, *RFP Schedule and Significant Dates*, as amended.

**SECTION TWO**  
**BACKGROUND AND SCOPE OF WORK**

**2.1 PROJECT OVERVIEW AND HISTORY**

DHHL owns, develops, and maintains over 203,000 acres of homestead lands on all the major islands. Responsibilities include planning, design, and construction of infrastructure improvements for residential, agricultural, and pastoral subdivisions; repair and maintenance of roadway, water, wastewater, and drainage improvements; and management and monitoring of undeveloped lands. The use of unmanned aerial vehicles could facilitate and expedite many aspects of the department's work – from mapping for development plans to photography for maintenance and surveillance of illegal activities on vacant lands.

**2.2 SCOPE OF WORK**

All services and for whom services are to be provided for shall be in accordance with this RFP, including its attachments and any addenda.

DHHL will be requiring services of an unmanned aerial vehicle operator on an "as-needed" basis. The services will be established by work order, with a lump sum fee negotiated for each work order based on pre-established hourly rates for services.

Typical services would include, but are not limited to:

1. Aerial photography of construction activities.
2. Aerial photography for inspection of existing infrastructure and facilities to determine maintenance requirements.
3. Aerial photography of vacant lands for land management purposes, including:
  - a. Flood, or other storm damage
  - b. Erosion
  - c. Potential rockfall hazards
  - d. Determination of unauthorized entry and/or illegal activities.
4. Aerial photography of properties for potential acquisition.
5. Aerial photography of special events and/or for publicity purposes.
6. Survey and mapping of lands, including, but not limited to, topographic surveys, estimating cut/fill quantities.
7. LiDAR data collection for topographic maps of densely vegetated sites.
8. Magnetometer surveys for detection of unexploded ordinance or underground utilities.

Project deliverables may be in the following formats, to include, but not be limited to: electronic media files; Geo-referenced GIS layers; Auto CAD; and/or hard copy reproductions.

### **2.2.1 Contractor's Responsibilities**

1. Furnish all labor, equipment, and materials necessary to accomplish each task order.
2. Inspect site prior to providing a price proposal for a task order. Advise DHHL of potential hazards and/or restrictions.
3. Participate in community notification meetings if required by the scope of the task order.

### **2.3 DEPARTMENT OF HAWAIIAN HOME LANDS RESPONSIBILITIES**

DHHL shall be responsible for the following:

1. DHHL shall issue individual task orders for specific tasks to be performed by Contractor, requesting a lump sum fee proposal.
2. Upon agreement to the compensation amount for each specific task, DHHL shall provide approval by issuing a task order Notice to Proceed.

### **2.4 TERM OF CONTRACT**

The contract shall be for an estimated period of twenty-four months beginning approximately May 2018 and ending approximately April 2020.

Unless terminated, the State may extend the term of the contract for two additional periods of up to one year each, without the necessity of re-bidding, upon mutual agreement in writing at least sixty (60) days prior to the expiration of the contract. The hourly rates for the extended period(s) shall remain the same as described in the offer.

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

### **2.5 CONTRACT ADMINISTRATOR**

For the purposes of this contract, Norman Sakamoto, Acting Land Development Division Administrator, (808) 620-9271, or authorized representative, is designated the Contract Administrator.

### **2.7 DISQUALIFICATION OF OFFERORS**

Any one or more of the following causes will be considered as sufficient for the disqualification of an Offeror and the rejection of its proposal or proposals:

- 1) Non-compliance with Section 103D-310 HRS.

- 2) Evidence of collusion among Offerors.
- 3) More than one proposal for the same work from an individual, firm, partnership, corporation or joint venture under the same or different name.
- 4) Delivery of proposals after the deadline specified in the advertisement calling for proposals.
- 5) Debarment or suspension pursuant to Section 103D-702, HRS.

**SECTION THREE**  
**PROPOSAL FORMAT AND CONTENT**

**3.1 OFFEROR'S AUTHORITY TO SUBMIT AN OFFER**

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

**3.2 REQUIRED REVIEW**

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

3.2.2 Should Offeror find defects and questionable or objectionable items in the RFP, Offeror shall notify the Department of Hawaiian Home Lands in writing prior to the deadline for written questions as stated in the RFP *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 of a defective solicitation and exposure of proposal(s) upon which award could not be made.

**3.3 PROPOSAL PREPARATION COSTS**

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

**3.4 TAX LIABILITY**

3.4.1 Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Contractor is advised that they are liable for the Hawaii GET at the current 4.5% for sales made on Oahu, and at the 4% rate for the islands of Hawaii, Maui, Molokai, and Kauai. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

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

### **3.5 PROPERTY OF STATE**

All proposals become the property of the State of Hawaii.

### **3.6 CONFIDENTIAL INFORMATION**

3.6.1 If an Offeror believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld from disclosure as confidential, then the Offeror shall inform the Procurement Officer named on the cover of this RFP in writing and provided with justification to support the Offeror's confidentiality claim. Price is not considered confidential and will not be withheld.

3.6.2 An Offeror shall request in writing nondisclosure of information such as designated trade secrets or other proprietary data Offeror considers to be confidential. Such requests for nondisclosure shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

### **3.7 EXCEPTIONS**

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

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

### **3.8 PROPOSAL OBJECTIVES**

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

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

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

3.8.4 The proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this RFP as stated in Section 2.2 SCOPE OF WORK.

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

### **3.9 PROPOSAL FORMS**

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

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

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

- 3.9.3 Offer Form, OF-2. Description of capabilities and pricing shall be submitted on Offer Form OF-2 (SECTION SEVEN, Attachment 2). The rates shall be the all-inclusive cost, including the GET, to the State.

- 3.9.4 Handwritten offers are not acceptable.

### **3.10 PROPOSAL CONTENTS**

Proposals must:

- 3.10.1 Include a transmittal letter to confirm that the Offeror shall comply with the requirements, provisions, terms, and conditions specified in this RFP.
- 3.10.2 Include a signed Offer Form OF-1 with the complete name and address of Offeror's firm and the name, mailing address, telephone number, e-mail address, and fax number of the person the State should contact regarding the Offeror's proposal.
- 3.10.3 If subcontractor(s) will be used, append a statement to the transmittal letter from each subcontractor, signed by an individual authorized to legally bind the subcontractor and stating:
- a. The general scope of work to be performed by the subcontractor;
  - b. The subcontractor's willingness to perform for the indicated.
- 3.10.4 Provide all of the information requested in this RFP in the order specified.

3.10.5 Be organized into sections, following the exact format using all titles, subtitles, and numbering, with tabs separating each section described below. Each section must be addressed individually and pages must be numbered.

- a. Transmittal Letter
- b. Offer Form, OF-1
- c. Offer Form OF-2

### **3.11 RECEIPT AND REGISTER OF PROPOALS**

Proposals will be received and receipt verified by two or more procurement officials on or after the date and time specified in Section One, or as amended.

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

### **3.12 BEST AND FINAL OFFER (BAFO)**

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

### **3.13 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF OFFERS**

3.13.1 The Offeror may modify or withdraw a proposal before the proposal due date and time.

3.13.2 Any change, addition, deletion of attachment(s) or data entry of an Offer may be made prior to the deadline for submittal of offers.

### **3.14 MISTAKES IN PROPOSALS**

3.14.1 Mistakes shall not be corrected after award of contract.

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

3.14.3 Once discussions are commenced or after best and final offers are requested, any priority-listed Offeror may freely correct any mistake by modifying or withdrawing the proposal until the time and date set for receipt of best and final offers.

3.14.4 If discussions are not held, or if the best and final offers upon which award will be made have been received, mistakes shall be corrected to the intended correct offer whenever the mistake and the intended correct offer are clearly evident on

the face of the proposal, in which event the proposal may not be withdrawn.

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

### **3.15 RESPONSIBILITY FOR EXPENSES IN PREPARING PROPOSALS**

Offerors that respond to this RFP shall be solely responsible for all costs and expenses incurred in connection with responding to this RFP.

**SECTION FOUR**  
**EVALUATION CRITERIA AND CONTRACTOR SELECTION**

The award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the State based on the evaluation criteria listed in this section. **The total number of points used to score this contract is 100.** Evaluation of submitted proposals will be based on the following point distribution.

<i>Criteria Description</i>		<i>Points</i>
1.	Cost of services	50
2.	Previous experience, capability and proficiency in operation of unmanned aerial vehicles and processing of data collected. <ul style="list-style-type: none"> <li>– Number of years in the business and number of years performing services specified in this RFP</li> <li>– Reference and client listings</li> </ul>	30
3.	Variety of services available	20
	<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>

**SECTION FIVE**  
**CONTRACTOR SELECTION AND CONTRACT AWARD**

**5.1 EVALUATION OF PROPOSALS**

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

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

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

**5.2 DISCUSSION WITH PRIORITY LISTED OFFERORS**

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

**5.3 AWARD OF CONTRACT**

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

**5.4 RESPONSIBILITY OF OFFERORS**

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

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

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

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

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

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

## **5.5 PROPOSAL AS PART OF THE CONTRACT**

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

## **5.6 PUBLIC EXAMINATION OF PROPOSALS**

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

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

## **5.7 DEBRIEFING**

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

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

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

## **5.8 PROTEST PROCEDURES**

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

Honorable Jobie M. K. Masagatani, Chairman  
Hawaiian Homes Commission

Department of Hawaiian Home Lands  
91-5420 Kapolei Parkway  
Kapolei, Hawaii 96707

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

The notice of award, if any, resulting from this solicitation shall be posted on the Hawaii Awards & Notices Data System (HANDS), which is available on the SPO website: <https://hands.ehawaii.gov/hands/welcome>.

## **5.9 APPROVALS**

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

## **5.10 CONTRACT EXECUTION**

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

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

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

## **5.11 INSURANCE**

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

<u>Insurance Coverage</u>	<u>Minimum Policy Limits</u>
General Liability Insurance (occurrence form)	\$2,000,000.00 in the aggregate for property damage; \$1,000,000.00 per occurrence for injuries to or death of any one person in any accident in the aggregate

Automobile Insurance (covering all owned, non-owned and hired automobiles)	Bodily Injury: \$1,000,000 per person and \$1,000,000 per occurrence. Property Damage: \$1,000,000 per accident or combined single limit of \$2,000,000.
Workers' Compensation (statutory limit is required by laws of the State of Hawaii)	Insurance to include Employer's Liability. Both such coverages shall apply to all employees of the CONTRACTOR and, in case any sub-Contractor fails to provide adequate similar protection for all his employees, to all employees of sub-Contractors.
Professional Liability (Errors and Omissions)	\$1,000,000 per claim; \$2,000,000 annual aggregate.  If the Self-Insured Retention (SIR) or Deductible (Errors and Omissions) exceeds \$25,000, the State of Hawaii reserves the right, but not the obligation, to review and request a copy of CONTRACTOR's most recent annual report or audited financial statement.

The insurance policies shall be in a form and substance including amounts of coverage, acceptable to DHHL.

Contractor shall furnish DHHL with insurance policies and/or certificates, which shall name DHHL as an additional insured. Such insurance policies shall provide that the insurance company shall give DHHL no less than thirty (30) days prior written notice of any termination or cancellation of such insurance policies.

Contractor acknowledges notice that it is free to procure all required insurance policies, from any insurance company authorized to do business in the state of Hawaii, pursuant to chapter 479, Hawaii revised statutes.

- 5.11.2 The Contractor shall deposit with the DHHL, on or before the effective date of the Contract, certificate(s) of insurance necessary to satisfy the DHHL that the provisions of the Contract have been complied with, and to keep such insurance in effect and provide the certificate(s) of insurance to the DHHL during the entire term of the Contract. Upon request by the DHHL, the Contractor shall furnish a copy of the policy or policies.
- 5.11.3 The Contractor will immediately provide written notice to the DHHL should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.
- 5.11.4 The certificates of insurance shall contain the following clauses:

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

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

#### **5.12 REQUIREMENTS FOR PERFORMANCE AND PAYMENT BONDS**

No performance or payment bond is required for this contract.

#### **5.13 PAYMENT**

Incremental payments shall be made to the awarded Contractor on a monthly basis, upon receipt of invoices for work satisfactorily completed.

#### **5.14 CONTRACT INVALIDATION**

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

**SECTION SIX**  
**SPECIAL PROVISIONS**

- 6.1 A proposal security deposit is not required for this RFP.
- 6.2 All of the data acquired from the services conducted is the exclusive property of the State.
- 6.3 All of the data shall be provided to DHHL in a format that is compatible with ESRI GIS and other data management programs.
- 6.4 Provider must be licensed, insured and secure the necessary air space approvals.
- 6.5 Other data manipulation such as conversion of photos to GIS map products, LIDAR outputs and any other conversions may be required depending on the task order.

**SECTION SEVEN**  
**ATTACHMENTS AND EXHIBITS**

ATTACHMENT 1 OFFER FORM, OF-1  
ATTACHMENT 2 OFFER FORM, OF-2

EXHIBIT A           GENERAL PROVISIONS  
EXHIBIT B           CONTRACT FORM  
EXHIBIT C           AG 103D GENERAL CONDITIONS  
EXHIBIT D           OVERVIEW OF THE RFP PROCESS