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**Request for Proposals  
No. LRB 01-25  
for Competitive Sealed Proposals for  
A Study to Examine Other States'  
Approaches to Regulating Certain  
Aspects of Condominium Regimes**

**State of Hawaii  
Legislative Reference Bureau  
State Capitol  
Honolulu, Hawaii 96813**

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**PART 1  
SPECIAL CONDITIONS**

**SECTION 1. ADMINISTRATIVE OVERVIEW**

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**1.1 Background**

The Legislative Reference Bureau is requesting proposals for a study to examine other states' approaches to regulating certain aspects of condominium regimes in those states, pursuant to Act 43, Session Laws of Hawaii 2024. An award will result in a contract with the Legislative Reference Bureau to perform these services.

**1.2 Procurement Not Subject to Hawaii Public Procurement Code**

This Request for Proposals, designated as RFP No. LRB 01-25 (hereafter "RFP"), is issued under the authority of Act 43, Session Laws of Hawaii 2024.

Pursuant to section 6 of Act 43, Session Laws of Hawaii 2024, the procurement of this contract shall be exempt from the Hawaii Public Procurement Code, Chapter 103D, Hawaii Revised Statutes. Procurement of this contract, including solicitation of proposals, review of proposals, selection of contractor, and contract award, shall be conducted as described in this RFP. The contract award shall be final. No protest of a contract award shall be allowed.

This RFP may be canceled and any or all proposals may be rejected, in whole or in part, without liability to the State or the Legislative Reference Bureau, when it is determined to be in the best interest of the State.

Submission of a valid executed proposal shall constitute an Offeror's acknowledgement that this procurement is exempt from the Hawaii Public Procurement Code.

**1.3 RFP Organization**

This RFP is organized into three main parts:

**Part 1. Special Conditions**

**Section 1. Administrative Overview**--Provides Offerors with general information on the objective of this RFP, procurement schedule, and procurement overview.

**Section 2. Scope of Work**--Provides Offerors with a general description of the tasks to be performed and defines deliverables.

**Section 3. Proposal Requirements**--Describes the required format and content for the Offeror's proposal.

**Section 4. Proposal Evaluation and Contract Award**--Describes the Legislative Reference Bureau's method of evaluating proposals.

**Part 2. General Provisions**

**Part 3. Contract for Services Based upon Competitive Sealed Proposal**--Provides Offerors the contract under which the work will be performed if awarded.

Attachment 1 Contractor's Standards of Conduct Declaration

Attachment 2 General Conditions

Attachment 3 Contractor's Acknowledgment

**1.4 Agency Procurement Officer**

This RFP is issued by the Legislative Reference Bureau. The Agency Procurement Officer and issuing officer for this RFP is:

Charlotte A. Carter-Yamauchi  
Director, Legislative Reference Bureau  
State Capitol, Room 446  
415 S. Beretania Street  
Honolulu, Hawaii 96813  
Fax: (808) 587-0681  
Phone: (808) 587-0666  
E-mail: [lrbresearch@capitol.hawaii.gov](mailto:lrbresearch@capitol.hawaii.gov)

**1.5 Contract Administrator**

The Contract Administrator is responsible for overseeing the contract, including monitoring and assessing contractor performance. The Contract Administrator shall be the Contractor's main point of contact for inquiries and submission of deliverables. The Contract Administrator for this contract is:

Shawn K. Nakama  
 First Assistant, Legislative Reference Bureau  
 State Capitol, Room 446  
 415 S. Beretania Street  
 Honolulu, Hawaii 96813  
 Fax: (808) 587-0681  
 Phone: (808) 587-0666  
 E-mail: lrbresearch@capitol.hawaii.gov

## 1.6 Procurement Timetable

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

Release of Request for Proposals	March 7, 2025
Due Date for Written Inquiries	March 25, 2025 / 4:30 p.m.
Legislative Reference Bureau Response to Written Inquiries	April 9, 2025
Proposals Due Date/Time	April 17, 2025 / 12:00 p.m.
Proposal Evaluations and Priority List	May 2, 2025
Discussion with Priority Listed Offerors (if necessary)	TBD
Best and Final (if necessary) Offers Due	TBD
Contractor Selection and Notice of Award	No later than May 28, 2025
Contract Start Date	No later than May 29, 2025

## 1.7 Submission of Written Inquiries

Offerors may submit questions in writing to the Contract Administrator. Questions may be submitted by email or fax. No telephone calls will be accepted. The deadline for submission of written inquiries is 4:30 p.m. HST, on March 25, 2025. All written inquiries will receive a written response from the Legislative Reference Bureau. The Legislative Reference Bureau's response to Offeror inquiries will be posted as an Addendum to this RFP by April 9, 2025.

## **1.8 Submission of Proposals**

Each qualified Offeror may submit only one (1) proposal. The format and contents are specified in Part 1, Section 3. Alternate proposals will not be accepted.

Proposals must be received by the Legislative Reference Bureau no later than 12:00 p.m. HST, on April 17, 2025.

Proposals may be submitted electronically by emailing the proposal to the following address: [lrbresearch@capitol.hawaii.gov](mailto:lrbresearch@capitol.hawaii.gov).

The subject line of the email should state:

ATTN: SHAWN K. NAKAMA, PROPOSAL SUBMITTED IN RESPONSE TO RFP NO. LRB 01-25 (NAME OF OFFEROR)

Proposals may be mailed or delivered to:

Shawn K. Nakama  
First Assistant, Legislative Reference Bureau  
State Capitol, Room 446  
415 S. Beretania Street  
Honolulu, Hawaii 96813

If mailed or delivered, the outside cover of the package containing the proposal must be marked:

"Hawaii Legislative Reference Bureau  
Attn: Shawn K. Nakama

Proposal Submitted in Response to: RFP No. LRB 01-25 (Name of Offeror)."

If mailed, the Offeror is responsible for ensuring that the Offeror's proposal is received by the date and time specified.

## **1.9 Discussions with Priority-Listed Offerors**

Discussions may be conducted with "priority-listed offerors" as identified under Part 1, Section 4.4 of this RFP, but proposals may be accepted without discussions. The objective of the discussions is to clarify issues regarding the Offeror's proposal before the best and final offer is submitted.



### **1.10 Best and Final Offer**

A best and final offer/proposal must be received by the Legislative Reference Bureau no later than 2:00 p.m. HST, on the due date established for Best and Final Offers. If a best and final offer/proposal is not submitted, the previous submittal will be considered to be an Offeror's best and final offer/proposal. After best and final offers/proposals are received, final evaluations will be conducted for an award.

### **1.11 Costs for Proposal Preparation**

Any costs incurred by an Offeror in preparing or submitting a proposal are the Offeror's sole responsibility.

### **1.12 Disqualification of Proposals**

The Legislative Reference Bureau reserves the right to consider as acceptable only those proposals that are submitted in accordance with all requirements set forth in this RFP and that demonstrate an understanding of the issues involved and the scope of work. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be disqualified without further notice.

### **1.13 RFP Amendments**

The Legislative Reference Bureau reserves the right to amend this RFP at any time prior to the closing date for best and final offers.

### **1.14 Addenda and Interpretations**

Questions or inquiries concerning this RFP should be communicated in writing to the Agency Procurement Officer prior to the due date for receipt of proposals. Any interpretation, if made, and any supplemental instructions will be in the form of written addenda to the solicitation, which will be made available to all prospective Offerors, prior to the due date for receipt of proposals.

It shall be presumed that any addenda or interpretations so issued have been received by an Offeror and the addenda or interpretations shall become a part of the contract documents.

### **1.15 Execution of Contract**

The successful Offeror receiving the award of this RFP shall be required to enter into a formal written contract. The terms of the written contract are included as Part 3 of this RFP and shall include by reference the terms and conditions found in all parts of this RFP, including the Special Conditions, General Provisions, and the General Conditions.

### **1.16 Uncertainties Beyond Control of the Legislative Reference Bureau or Contractor**

The Legislative Reference Bureau recognizes that circumstances beyond the control of the Legislative Reference Bureau or Contractor may arise that may significantly alter the parameters and terms of this RFP. The Legislative Reference Bureau reserves the right to renegotiate terms with the Contractor to address these circumstances.

### **1.17 Contract Start Date**

The estimated contract start date of no later than May 29, 2025, is contingent on the execution of the contract, subject to Part 1, Section 1.13, RFP Amendments, and Section 1.16, Uncertainties Beyond Control of the Legislative Reference Bureau or Contractor.

All Offerors shall assume a start date of May 29, 2025, for the purposes of the Offeror's computations.

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**PART 1**  
**SPECIAL CONDITIONS**

**SECTION 2. SCOPE OF WORK**

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**2.1 Introduction**

The Legislative Reference Bureau is directed to study and submit a report on other states' approaches to regulating certain aspects of condominium regimes, pursuant to Act 43, Session Laws of Hawaii 2024. This Section presents the scope of work covered by this contract.

**2.2 Act 43, Session Laws of Hawaii 2024, and Background**

Act 43, Session Laws of Hawaii 2024, directs the Legislative Reference Bureau to study and submit a report on other states' approaches to regulating certain aspects of condominium regimes. Act 43, Session Laws of Hawaii 2024, further directs the Legislative Reference Bureau to submit a report of its findings to the Hawaii State Legislature and the condominium property regime task force no later than twenty days prior to the convening of the 2026 Regular Session of the Hawaii State Legislature (approximately January 1, 2026).

The states to be studied are California, Delaware, Florida, Massachusetts, and Nevada. The Legislative Reference Bureau has been directed to include in its report, "the approaches employed by [the states] regarding the following condominium subjects:

- (1) A condominium ombudsman or similar position to specifically oversee condominiums;
- (2) Required licenses for individuals involved in the management of condominiums;
- (3) The availability of dedicated alternative dispute resolution or similar programs that are specifically for the prevention or resolution of condominium-related disputes and are separate from alternative dispute resolution programs available for other disputes;
- (4) Governmental regulation and enforcement of condominium operations and governance that are separate from an ombudsman referenced in paragraph (1);
- (5) Requirements for owner education at the point of sale of a unit; and
- (6) Requirements for owner access to condominium documents."

To the extent feasible, for each subject, the report shall include:

- Descriptive information on each state's approach;
- Identified strengths and weaknesses of each state's approach; and
- Identified best practices in each state.

Act 43, Session Laws of Hawaii 2024, authorizes the Legislative Reference Bureau to contract with a consultant to conduct the study and prepare the report.

### **2.3 Incorporation of Contractor's Report into the Legislative Reference Bureau Report to the Hawaii State Legislature**

It is expected that the Contractor's report, including its conclusions and results, will be incorporated, in whole or in part, into the Legislative Reference Bureau's final report to the Hawaii State Legislature or as an attachment thereto.

### **2.4 Scope of Work**

All services for the Legislative Reference Bureau shall be in accordance with this RFP, including its attachments and any addenda.

#### **A. Contractor Defined**

Contractor is defined as the analyst or other professional determined to have the necessary expertise to perform the services and provide the information required in this RFP.

#### **B. Objectives**

The primary objective of the services provided are to conduct an objective and unbiased study that analyzes the required approaches to regulating condominium regimes in other states and report on the findings.

#### **C. Scope**

The study encompasses the tasks and responsibilities for data collection and analysis described in Paragraph D.

#### **D. Data Collection and Analysis**

- (1) Contractor is to study and report on the regulation of condominium regimes in California, Delaware, Florida, Massachusetts, and Nevada.

- (2) For each state studied, the report shall include detailed information on the following:
  - (a) A condominium ombudsman or similar official specifically responsible for overseeing condominium issues;
  - (b) Licensing requirements for individuals involved in the management of condominiums;
  - (c) Dedicated alternative dispute resolution or similar programs that are specifically for the prevention or resolution of condominium-related disputes and are separate from alternative dispute resolution programs available for other disputes;
  - (d) Governmental regulations and enforcement of condominium operations and governance that are separate from an ombudsman;
  - (e) Requirements for owner education at the point of sale of a unit; and
  - (f) Requirements for owner access to condominium documents.
- (3) For each of the items referenced in paragraph (2)(a) through (f), the report shall include:
  - (a) Descriptive information on each state's approach;
  - (b) Identified strengths and weaknesses of each state's approach; and
  - (c) Identified best practices in each state.

## **2.5 Timetable**

Act 43, Session Laws of Hawaii 2024, directs the Legislative Reference Bureau to submit a report of its findings to the Hawaii State Legislature no later than twenty days prior to the 2026 Regular Session of the Hawaii State Legislature (approximately January 1, 2026).

Pursuant to this requirement and to provide the Legislative Reference Bureau with sufficient time to review the report, Contractor shall submit its final draft of the report to the Legislative Reference Bureau no later than November 3, 2025.

**Each Offeror's proposal shall propose an expected date for delivery of the preliminary findings and recommendations and project report outline, and**

**preliminary draft of the report, pursuant to the timetable below.** The deadline date shall assume an expected date for submittal of final draft to the Legislative Reference Bureau of November 3, 2025. The timetable proposed by the Offeror shall be subject to the approval of the Legislative Reference Bureau.

The timetable approved by the Legislative Reference Bureau shall be followed to the closest extent possible. The Legislative Reference Bureau may modify the timetable based on justifiable reasons submitted in writing by the Contractor; however, the modifications cannot jeopardize the successful completion of the engagement and shall be approved in writing by the Legislative Reference Bureau.

Expected Date of Preliminary Findings and Recommendations and Project Report Outline	To be proposed in the Offeror's proposal
Expected Date for Preliminary Findings and Recommendations Meeting or Teleconference	TBD
Expected Delivery Date for Submittal of Preliminary Draft	TBD
Expected Date for Preliminary Draft Meeting or Teleconference	TBD
Expected Date for Submittal of Final Draft to the Legislative Reference Bureau	November 3, 2025

## 2.6 Engagement Activities

### A. Progress Reports

In addition to the deadlines above, Contractor shall submit regular progress reports to the Legislative Reference Bureau. The progress reports shall indicate whether the project is on schedule and identify any outstanding issues and problems.

No representation as to the findings or information in connection therewith shall be released to any agency or person, except upon the prior approval of the Legislative Reference Bureau.

### B. Outline of Report and Preliminary Findings and Recommendations

Prior to the preparation of the report, the Contractor shall prepare a detailed outline of the report to be submitted to the Legislative Reference Bureau for discussion by the date proposed by the Contractor and approved by the Legislative Reference Bureau, pursuant to Section 2.5, Timetable, above. The outline should also include the major points of the preliminary findings and recommendations.

### **C. Preliminary Draft**

Prior to the final draft of the report, the Contractor shall submit to the Legislative Reference Bureau a preliminary draft of the report by the date that is proposed by the Contractor and approved by the Legislative Reference Bureau, pursuant to Section 2.5, Timetable, above.

### **D. Final Draft of the Report**

Contractor shall prepare a final draft of the report based on the outline and preliminary draft that is approved by the Legislative Reference Bureau. The final draft shall be submitted to the Legislative Reference Bureau by the date set forth in Section 2.5, Timetable, above.

The final draft of the report shall be prepared using Microsoft Word, and an electronic version of the draft shall be submitted along with printed copies of the draft. The report shall conform to the W3C's "Web Content Accessibility Guidelines 2.0," available at <http://www.w3.org/TR/WCAG20/>, level A.

**Contractor shall be considered to have completed the final draft required under the contract only upon the review and acceptance by the Legislative Reference Bureau of the final draft of the report.**

### **E. Consultation on Report Findings and Recommendations, As Needed**

Following completion and submittal of the final draft of the report, through the end of the 2026 Regular Session of the Hawaii State Legislature, the Contractor shall be available to consult with the Legislative Reference Bureau staff, as may be necessary, to assist the Legislative Reference Bureau staff in responding to legislative inquiries concerning information or analyses in the Contractor's report.

Any travel or other costs incurred by the Contractor in providing consultation services under this paragraph shall be the sole responsibility of the Contractor.

## **2.7 Printed Copies**

The Contractor shall submit to the Legislative Reference Bureau 100 printed, bound copies of the approved final draft of the report. Printing, duplication, binding, and shipping costs shall be the responsibility of the contractor.

## **2.8 Plain Language**

The final draft of Contractor's report shall be written in plain language for the public, in accordance with article XVI, section 13, of the Hawaii State Constitution, which states that insofar as practicable, all governmental writing meant for the public shall be plainly worded, avoiding the use of technical terms.

## **2.9 Term of the Contract**

The contract shall be for a period to begin no later than May 29, 2025, and end on the date designated by the Hawaii State Legislature for adjournment sine die of the 2026 Regular Session of the Hawaii State Legislature (to be determined, but expected on or about May 8, 2026).



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**PART 1  
SPECIAL CONDITIONS**

**SECTION 3. PROPOSAL REQUIREMENTS**

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**3.1 Introduction**

The Offeror's proposal shall include the following subsections:

- A. Proposal Letter and Award Form (Appendix A);
- B. Transmittal Letter;
- C. Proposal Form (Appendix C);
- D. Company Background and Experience;
- E. Personnel: Project Organization and Staffing;
- F. Project Management and Control;
- G. Detailed Project Plan;
- H. Price Proposal; and
- I. Confidential Information.

**3.2 Required Review**

Before submitting a proposal, each Offeror shall thoroughly and carefully examine this RFP, including any attachment or addendum thereto, and other relevant documents to ensure that the Offeror understands the requirements of this RFP. The Offeror should also become familiar with state, local, and federal laws, statutes, ordinances, rules, and regulations that may in any manner affect the cost, progress, or performance of the work required.

**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. Neither the State nor the Legislative Reference Bureau shall reimburse any Offeror's costs of preparing or submitting a proposal.

### **3.4 Property of the Legislative Reference Bureau**

All proposals submitted shall become the property of the Legislative Reference Bureau.

### **3.5 Proposal Letter**

The Proposal Letter and Award form attached as Appendix A shall be dated and signed by an individual authorized to legally bind the Offeror. If the Offeror is a corporation, the Proposal Letter and Award shall also be affixed with the corporate seal, and if the signatory is not the corporate president, evidence shall be submitted showing the signatory's authority to bind the corporation. The fully executed Proposal Letter and Award form shall be submitted along with the Offeror's proposal.

### **3.6 Transmittal Letter**

A transmittal letter shall be included as part of the Offeror's proposal. The transmittal letter shall be on the Offeror's official business letterhead and shall be signed by an individual authorized to legally bind the Offeror and, if the Offeror is a corporation, be affixed with the corporate seal. The transmittal letter shall include the following:

#### **A. Terms and Conditions**

A statement that the Offeror understands and will comply with all terms and conditions indicated in this RFP.

#### **B. Legal Entity**

A statement indicating that the Offeror is a corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity.

#### **C. Federal Tax Identification Number**

The Offeror's Federal Tax Identification Number.

#### **D. Offeror Registered in Hawaii**

A statement that the Offeror is registered to do business in Hawaii and the Offeror's Hawaii tax identification number.

#### **E. Non-Discrimination**

A statement that the Offeror does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, sexual orientation,

marital status, political affiliation, national origin, disability, genetic information, or any other status protected under state or federal law.

**F. Identify Subcontractors**

A statement identifying all subcontractors, if proposed, including names, addresses, and telephone numbers of the subcontractors and principal officers' names and titles.

**G. Subcontractors Legally Bound**

If the use of subcontractor(s) is proposed, a statement from each subcontractor shall be appended to the transmittal letter and signed by an individual authorized to legally bind the subcontractor. The statement shall indicate:

- (1) That the signatory is authorized to legally bind the subcontractor;
- (2) The general scope of work to be performed by the subcontractor;
- (3) The subcontractor's willingness to perform the work indicated; and
- (4) The subcontractor's assertion that it does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, sexual orientation, marital status, political affiliation, national origin, disability, genetic information, or any other status protected under state or federal law.

**H. Ownership of Material**

A statement that the Offeror acknowledges that all materials developed, prepared, assembled, or conceived by the Contractor pursuant to the contract are "works made for hire" and are owned by the Legislative Reference Bureau.

**3.7 Proposal Form**

The executive summary shall include the proposal form (attached as part of Appendix C) and shall clearly and concisely describe the contents of the proposal in a manner that provides the Legislative Reference Bureau with a broad understanding of the entire proposal.

**3.8 Company Background and Experience**

The Offeror's proposal shall include, for the Offeror and each proposed subcontractor (if any), details on the background of the company, its size and resources, and details of company experience relevant to the proposed contract.

The Offeror shall address each item in each of the following paragraphs.

**A. Company Background**

A separate background statement shall be completed in the proposal for the Offeror and each proposed subcontractor, if any. Background information on the Offeror's or each proposed subcontractor's size and resources shall cover the following:

- (1) Name of the Offeror or subcontractor;
- (2) Date established;
- (3) Ownership (public company, partnership, subsidiary, etc.); and
- (4) The Offeror's or proposed subcontractor's primary line of business.

**B. Company Performance**

The Offeror shall provide, for the Offeror and each proposed subcontractor (if any), information that demonstrates the following:

- (1) Responsiveness to previous clients;
- (2) Timeliness of meeting deliverables;
- (3) Adherence to contract requirements of previous clients; and
- (4) Availability and accessibility of resources to previous clients.

**C. Company Experience**

The Offeror shall describe details of company experience, including experience of any proposed subcontractor, relevant to the proposed contract, including the following:

- (1) The number of years that the Offeror and each proposed subcontractor have been in business and the number of years that the Offeror and each proposed subcontractor have performed services of the type specified in this RFP;
- (2) A list of at least three (3) references from past or current clients who may be contacted by the Legislative Reference Bureau regarding the Offeror's past and current job performance. The Offeror shall provide names, titles, organizations, telephone numbers, email, and postal addresses for each reference; and
- (3) A list of sample projects and/or examples of written plans for services

similar to those specified in this RFP. For each referenced project, the Offeror shall provide, at a minimum, the following information:

- (a) Title of project;
- (b) Name of client organization;
- (c) Client reference, title, and current telephone number (the Offeror shall authorize the Legislative Reference Bureau to contact these client references);
- (d) Scheduled and actual start and end dates of the contract, including explanations of variances, if any;
- (e) Total contract value (if disclosable);
- (f) Total staff hours; and
- (g) Brief description of work.

### **3.9 Personnel: Project Organization and Staffing**

The Offeror's proposal shall include an organization chart of its non-clerical personnel proposed to perform work on the project, their job descriptions, and major areas of responsibility with regard to this project. To the extent possible, proposed subcontractor personnel shall be clearly indicated.

The proposal shall include individual resumes for all management, professional staff, and other key personnel whom the Offeror expects to work on this project. Resumes shall be included in a proposal appendix.

### **3.10 Project Management and Control**

The Offeror's proposal shall include details of the method to be used in managing the project, controlling project activities, and reporting progress, including:

- A. Project management approach;
- B. Authority of the management personnel;
- C. Approach to communicating with and responding to the Agency Procurement Officer, Contract Administrator, and assigned Legislative Reference Bureau staff;

- D. Approach to ensuring quality and timeliness of deliverables and completion of tasks and fulfillment of responsibilities; and
- E. Ensuring security and confidentiality.

### **3.11 Detailed Project Plan**

The Offeror's proposal shall include a detailed project plan that includes:

- A. A complete plan for accomplishing the tasks described in this RFP and any supplemental tasks that the Offeror has identified as necessary to successfully complete the project described in this RFP;
- B. A detailed description of the Offeror's ability and availability of services to meet the goals and objectives of this RFP as stated in Section 2.4, Scope of Work;
- C. A proposed timeline that shall include deadline dates for delivery of the preliminary findings and recommendations and project report outline and delivery of the preliminary draft, as stated in Section 2.5, Timetable. The proposed date shall assume an expected date for submittal of the final draft of November 3, 2025. The timeline proposed by the Offeror shall be subject to the approval of the Legislative Reference Bureau; and
- D. An overall strategy and plan for the proposed work as well as expected results and possible shortfalls. The Offeror's proposal shall include a description of methodology, including the plan for the study, and the approach, method, and procedure that the Offeror intends to take in performing the study.

### **3.12 Price Proposal**

The proposal shall state a total price for performing all of the services described in this RFP. The price shall be the all-inclusive cost to the Legislative Reference Bureau, including Hawaii general excise tax.

### **3.13 Confidential Information**

- A. If the Offeror believes that any portion of a proposal, offer, specification, or correspondence contains information that should be withheld from disclosure as confidential, then the Offeror shall inform the Agency Procurement Officer in writing and provide justification to support the Offeror's confidentiality claim.

Price is not considered confidential and shall not be withheld.

- B. The Offeror shall request in writing nondisclosure of information such as designated trade secrets or other proprietary data that the Offeror considers to be confidential.

### **3.14 Impartiality of Contractor and Subcontractors**

To ensure impartiality and maximize confidence in this study, the Offeror and any proposed subcontractor(s) shall maintain objectivity and impartiality in conducting the analysis required for the study. The Offeror, its personnel, and any proposed subcontractor(s) shall not have a bias, conflict of interest, or any appearance of bias or conflict of interest in any content area relating to the study. If there is a possibility that the Offeror, its personnel, or its subcontractor(s) may have or appear to have a bias or conflict of interest, the Offeror shall include in its proposal:

- A. An explanation of how this bias, conflict of interest, or appearance of a bias or conflict of interest will be addressed; and
- B. An explanation of how the Offeror will ensure that its report to the Legislative Reference Bureau will maintain objectivity and impartiality.

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## **PART 1 SPECIAL CONDITIONS**

### **SECTION 4. PROPOSAL EVALUATION AND CONTRACT AWARD**

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#### **4.1 Introduction**

The evaluation of proposals received in response to this RFP shall be conducted comprehensively, fairly, and impartially.

The contract award shall be made to the responsible Offeror whose proposal is determined to be the most advantageous to the Legislative Reference Bureau based on the evaluation criteria described in this section.

#### **4.2 Evaluation Organization**

An Evaluation Committee selected by the Agency Procurement Officer shall review and evaluate all proposals submitted by the deadline specified in this RFP.

The evaluation shall be conducted in four phases:

- Phase 1 - Evaluation of Mandatory Requirements (Pass/No Pass)
- Phase 2 - Evaluation of Proposals and Selection of Priority-Listed Offerors
- Phase 3 - Discussion with Priority-Listed Offerors and Submittal of Best and Final Offers
- Phase 4 - Recommendation for Award

#### **4.3 Phase 1 - Evaluation of Mandatory Requirements (Pass/No Pass)**

The evaluation of the mandatory requirements shall be made upon a "pass/no pass" basis. No points shall be assigned for these requirements. The purpose of this phase is to determine whether an Offeror's proposal is sufficiently responsive to this RFP to permit a complete evaluation. Each proposal shall be reviewed for responsiveness. Failure to meet the minimum mandatory requirements ("no pass") may be grounds for deeming the proposal nonresponsive to this RFP and rejecting the proposal.



**A. Mandatory Requirements**

- (1) Signed Proposal Letter and Award (Appendix A)
- (2) Completed Proposal Form (Appendix C) including:
  - (a) Detailed proposed services; and
  - (b) Price.

**4.4 Phase 2 - Evaluation of Proposals and Selection of Priority-Listed Offerors**

The Evaluation Committee shall evaluate proposals that pass Phase 1, Evaluation of Mandatory Requirements (Pass/No Pass), against the requirements specified in Part 1, Section 3, Proposal Requirements, of this RFP.

Before holding any discussions with any Offerors, the Evaluation Committee shall establish a priority list of up to the four (4) highest ranked responsible Offerors. However, proposals may be accepted without such discussions.

During Phase 2, the Evaluation Committee shall evaluate proposals based on the following categories and criteria:

**A. Understanding of the Project - 150 Points**

The Evaluation Committee shall evaluate an Offeror's understanding of the project against the following criteria:

- (1) Whether the Offeror has demonstrated a thorough understanding of the purpose and scope of the project;
- (2) How well the Offeror has identified pertinent issues and potential problems related to the project;
- (3) Whether the Offeror has demonstrated that it understands the deliverables that the Legislative Reference Bureau expects it to provide; and
- (4) Whether the Offeror has demonstrated that it understands the project schedule and can meet the Legislative Reference Bureau's schedule for deliverables.

**B. Company Background and Experience - 125 Points**

The Evaluation Committee shall evaluate the experience, performance, and qualifications of each Offeror and its subcontractors (if any). References may be verified and findings may be incorporated into the evaluation.

(1) Offeror's Background

Background information provided by the Offeror on its business or organization and its size and resources, and that of its subcontractor, if any, shall be evaluated by the Evaluation Committee.

(2) Previous Experience

The Evaluation Committee shall evaluate each Offeror's and subcontractor's (if any) previous experience, capability, and proficiency in analysis of state laws and regulations and report writing.

Specifically, proposals shall be evaluated against the following criteria:

- (a) How long the Offeror has been providing these kinds of services; and
- (b) Whether the Offeror has been involved with comparable projects.

(3) Company Performance

As part of the evaluation of the Offeror's company performance, the Evaluation Committee shall evaluate relevant performance references. Specifically, proposals shall be evaluated against the following criteria:

- (a) Responsiveness to previous clients;
- (b) Timeliness in meeting deliverables; and
- (c) Adherence to contract requirements of previous clients.

**C. Personnel: Project Organization and Staffing - 125 Points**

The evaluation of project organization and staffing shall involve criteria evaluating the Offeror's overall staffing approach to the project and tasks and qualifications of key personnel. The proposed project organization and staffing resources shall also be evaluated to assess the Offeror's capability to complete all deliverables within the project's timeframes. References may be checked and included in the evaluation of this

section. Reference checking may not be limited to those references supplied by the Offeror.

(1) Organization Charts

Proposals shall be evaluated against the following criteria:

- (a) Approach and rationale for the structure, functions, and staffing of the proposed organization for the overall project and project tasks;
- (b) Approach and rationale for the number and types of personnel proposed; and
- (c) Approach and rationale for the use of subcontractors, if proposed.

(2) Personnel Qualifications

The Evaluation Committee shall evaluate the management and other personnel proposed for the project based on the experience described in individual resumes. Proposals shall be evaluated to determine whether individuals proposed for the key positions or roles on the project have adequate qualifications and experience.

**D. Project Management and Control - 100 Points**

The Evaluation Committee shall assess the Offeror's proposed approach to project management and project control methods and tools to successfully complete projects on schedule, including timely submittal of deliverables.

**E. Detailed Project Plan - 400 Points**

This area of evaluation includes an assessment of the Offeror's proposed approach to meeting the requirements specified in Section 2.4, Scope of Work, including an appraisal of the project plan and a calculation of the ability of the Contractor to perform as scheduled.

This area of evaluation shall include assessments of the Offeror's proposed:

- (1) Methodology for completing the project;
- (2) Timeline for deliverables;
- (3) Anticipated results; and
- (4) Possible shortfalls.

#### **F. Offeror's Price - 100 Points**

This category of evaluation shall evaluate each proposal by comparing the proposed price to complete the contract.

#### **4.5 Phase 3 - Discussion with Priority-Listed Offerors and Submittal of Best and Final Offers**

The Evaluation Committee may invite priority-listed Offerors to discuss their proposals to ensure thorough, mutual understanding. The Legislative Reference Bureau, in its sole discretion, shall schedule the time and location for these discussions, generally within the timeframe indicated in Section 1.6, Procurement Timetable. The Evaluation Committee may also conduct discussions with priority-listed Offerors to clarify issues regarding proposals before requesting Best and Final Offers, if necessary.

If, during discussions, there is a need for any substantial clarification or change to this RFP, as determined by the Legislative Reference Bureau, this RFP shall be amended by an addendum to incorporate the clarification or change. In this event, addenda to this RFP shall be distributed to priority-listed Offerors. These Offerors shall be permitted to submit new proposals or to amend proposals already submitted.

A best and final offer shall be received by the Agency Procurement Officer no later than 2:00 p.m. HST, on the due date established for Best and Final Offers. If a best and final offer is not submitted, the previous submittal shall be deemed the best and final offer. After best and final offers are received, final evaluations shall be conducted for an award in the same manner as in the proposal evaluation in Phase 2.

#### **4.6 Phase 4 - Recommendation for Award**

The Evaluation Committee shall review and evaluate findings and rankings and make a final recommendation for selection of the Contractor to the Agency Procurement Officer.

#### **4.7 Proposal as Part of the Contract**

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

#### **4.8 Notice of Award**

The notice of award, if any, resulting from this solicitation shall be posted on the Legislative Reference Bureau website at <https://lr.b.hawaii.gov> and Procurement Awards, Notices and

Solicitations (PANS), which is available on the Hawaii State Procurement Office website at <https://hands.ehawaii.gov/hands/awards>.

#### **4.9 Approvals**

Any agreement arising out of this offer may be subject to the approval of the President of the Senate and Speaker of the House of Representatives of Hawaii, as required by statute, rule, order, or other directive.

#### **4.10 Contract Execution**

The successful Offeror receiving the contract award shall enter into a formal written contract in the form included in this RFP as Part 3, Contract for Services Based Upon Competitive Sealed Proposal.

No work is to be undertaken by the Contractor prior to the effective date of the contract. The State of Hawaii or the Legislative Reference Bureau shall not be 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.

#### **4.11 Performance Bond**

If a contract is entered into between the Legislative Reference Bureau and a Contractor to perform the work under these specifications, the Contractor shall be required to furnish a performance bond. Unless otherwise specified in the Contract, the bond shall be in an amount equal to fifty percent of the total contract or estimated price.

#### **4.12 Payment**

Payment to the Contractor shall be made according to the following estimated timetable and delivery and approval of work products:

- A. Twenty percent (20%) of the contract price upon signing of the contract;
- B. Twenty percent (20%) of the contract price upon delivery and approval of preliminary findings and recommendations and project report outline (see Section 2.5, Timetable);

- C. Twenty percent (20%) of the contract price upon delivery and approval of the preliminary draft of the report (see Section 2.5, Timetable);
- D. Thirty percent (30%) of the contract price upon delivery and approval of the final draft (see Section 2.5, Timetable); and
- E. Ten percent (10%) of the contract price upon the termination date of the contract (expected on or about May 8, 2026).

#### **4.13 Intellectual Property Rights to Work Product**

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

#### **4.14 Insurance**

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

- (1) Commercial General Liability Insurance

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

- (2) Automobile Liability Insurance

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

- (3) Appropriate levels of per occurrence insurance coverage for workers' compensation and any other insurance coverage required by state or federal law.
- B. The Contractor shall provide to the Legislative Reference Bureau, on or before the effective date of the Contract, certificate(s) of insurance necessary to satisfy the Legislative Reference Bureau that the provisions of the Contract have been complied with, and to keep the insurance in effect and provide the certificate(s) of insurance to the Legislative Reference Bureau during the entire term of the Contract. Upon request by the Legislative Reference Bureau, the Contractor shall furnish a copy of the policy or policies.
- C. The Contractor shall immediately provide written notice to the Legislative Reference Bureau if any of the insurance policies evidenced on its Certificate of Insurance form be canceled, limited in scope, or not renewed upon expiration.
- D. The certificates of insurance shall contain the following clauses:
- (1) "The State of Hawaii is added as an additional insured with respect 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."
- E. 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 the 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.

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## **PART 2**

### **GENERAL PROVISIONS**

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#### **1. Competency of Offeror**

Prospective Offeror shall be capable of performing the work described in this RFP. Either before or after the deadline for an offer, the Legislative Reference Bureau may require the Offeror to submit answers to questions regarding facilities, equipment, experience, personnel, financial status, or any other factors relating to the ability of the Offeror to furnish satisfactorily the services being solicited by the Legislative Reference Bureau. 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 an inquiry may be considered non-responsive.

The Legislative Reference Bureau reserves the right to visit the Offeror's place of business to inspect its facilities and equipment and to observe its methods of operation in order to facilitate evaluation of performance capabilities.

#### **2. Offer Incorporates RFP**

The Special Conditions, General Conditions, General Provisions, and other documents referenced in or attached to this RFP shall be considered a part of the offer whether attached to this RFP or not at the time of its submission. These documents shall not be altered in any way when the proposal is submitted, and any alterations so made by the Offeror may be cause for rejection of the offer.

#### **3. Examination of Special Conditions, General Provisions, General Conditions, Etc.**

The Offeror shall carefully examine the solicitation, Special Conditions, General Provisions, General Conditions, amendments, required contract and bond forms, etc., before submitting offers. The submission of an offer shall be considered a warranty that the Offeror has made careful examination and is satisfied with the conditions to be encountered in performing the work and with the requirements of the solicitation, Special Conditions, General Provisions, General Conditions, amendments, and required contract forms.

No extra compensation shall be given by reason of the Offeror's misunderstanding or lack of knowledge of the requirements of the work to be accomplished or the conditions to be encountered in performing the work.



#### **4. Preparation of Offer**

Proposals submitted in response to this RFP shall be in the format prescribed by this RFP.

The Offeror may submit only one offer in response to this RFP. If the Offeror submits more than one offer in response, then all such offers shall be rejected.

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

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

Offers submitted in response to this RFP shall be signed in ink in the space provided on the bid or proposal page by: (1) the Offeror if the Offeror is acting as an individual; (2) the owner of a sole proprietorship; (3) one or more members of a partnership; (4) one or more members or officers of each firm representing a joint venture; (5) one or more investors in a joint stock company; (6) one or more officers of a corporation; (7) one or more owners, as applicable, of any other legal entity; or (8) an agent of the Offeror duly authorized to submit offers on the Offeror's behalf.

#### **5. Pre-opening Modification or Withdrawal of Offers**

Offers may be modified or withdrawn prior to the deadline for submittal of offers by the following documents:

- A. Modification of offers: A written notice received by the Agency Procurement Officer designated in this RFP, stating that a modification to the offer is submitted; or a facsimile or electronic notice accompanying the actual modification submitted either by fax machine or electronic mail.
- B. Withdrawal of offers: A written notice received by the Agency Procurement Officer designated in this RFP; or a notice by fax machine or electronic mail to the Agency Procurement Officer designated in this RFP.

#### **6. Receipt and Registration of Proposals**

Proposals and modifications shall be time-stamped upon receipt and held in a secure place by the Agency Procurement Officer until the established due date. Proposals shall not be opened publicly, but shall be opened in the presence of the Agency Procurement Officer, or the Agency Procurement Officer's designee, and members of the Evaluation Committee.

## **7. Late Offers, Late Withdrawals, and Late Modifications**

Any notice of withdrawal, notice of modification of an offer with the actual modification, or any offer received at the place designated for receipt and opening of an offer after the time and date set for receipt and opening of offers is late. A late offer, late modification, or late withdrawal shall not be considered late if received before contract award and if the offer, modification, or withdrawal would have been timely but for the action or inaction of personnel within the purchasing agency.

## **8. Mistakes in Proposals**

- A. Mistakes shall not be corrected after award of contract.
- B. If the Agency Procurement Officer knows or has reason to conclude before award that a mistake has been made, the Agency Procurement Officer should request the Offeror to confirm the proposal. If the Offeror alleges a mistake, the proposal may be corrected or withdrawn pursuant to this section.
- C. If discussions with priority-listed Offerors are commenced or after best and final offers have been requested, any priority-listed Offeror may correct any mistake by modifying or withdrawing the proposal before the time and date set for receipt of best and final offers.
- D. If discussions are not held, or if the best and final offers upon which an award may be made have been received, mistakes may be corrected to reflect the intended correct offer only if 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.
- E. If discussions are not held, or if the best and final offers upon which an award may be made have been received, the Offeror alleging a material mistake of fact that 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 that clearly and convincingly demonstrates that a mistake was made.

Technical irregularities are matters of form rather than substance, evident from the proposal document, or insignificant mistakes that can be waived or corrected without prejudice to other Offerors; that is, when there is no effect on price, quality, or quantity. If discussions are not held with priority-listed Offerors or if best and final offers upon which an award may be made have been received, the Agency Procurement Officer may waive such irregularities or allow the Offeror to correct them if either is in the best interest of the State of Hawaii. Examples include the failure of the 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.

## **9. Disqualification of Offerors**

The Offeror shall be disqualified and its offer automatically rejected for any one or more of the following reasons:

- A. Proof of collusion among Offerors, in which case, all offers involved in the collusive action shall be rejected and any participant to the collusion shall be barred from future solicitations until reinstated;
- B. Offeror's delivery of the offer after the deadline specified in the public notice calling for offers, or as amended;
- C. The proposal shows any noncompliance with applicable law;
- D. The proposal is conditional, incomplete, or irregular in such a way as to make the proposal incomplete, indefinite, or ambiguous as to its meaning; or
- E. The proposal has any provision reserving the right to accept or reject the award or has provisions contrary to those required in the solicitation.

The Offeror may be disqualified and its offer rejected for any one or more of the following reasons: Offeror's lack of responsibility and cooperation as shown by past work or services; Offeror's being in arrears on existing contracts with the State of Hawaii or having defaulted on previous contracts; Offeror's lack of proper equipment and/or sufficient experience to perform the work contemplated; Offeror not possessing proper license to cover the type of work contemplated, if required; or Offeror's failure to pay, or satisfactorily settle, all bills overdue for labor and material on former contracts with the State of Hawaii at the time of issuance of solicitation.

## **10. Irregular Offers**

Offers shall be considered irregular and shall be rejected for the following reasons including but not limited to the following: if the offer is unsigned by the Offeror, unless otherwise specified in the solicitation; if the offer shows any noncompliance with applicable law; or if the offer contains any unauthorized additions, deletions, or conditions, or is incomplete or irregular, or in any way makes the proposal incomplete, indefinite, or ambiguous as to its meaning.

## **11. Cancellation of Request for Proposals and Rejection of Offers**

This RFP may be canceled and any or all offers may be rejected, in whole or in part, when it is determined to be in the best interest of the Legislative Reference Bureau or the State of Hawaii.

## **12. Standards of Conduct**

Section 84-15, Hawaii Revised Statutes, provides as follows:

"(a) A state agency shall not enter into any contract to procure or dispose of goods or services, or for construction, with a legislator, an employee, or a business in which a legislator or an employee has a controlling interest, involving services or property of a value in excess of \$10,000 unless:

- (1) The contract is awarded by competitive sealed bidding pursuant to section 103D-302;
- (2) The contract is awarded by competitive sealed proposal pursuant to section 103D-303; or
- (3) The agency posts a notice of its intent to award the contract and files a copy of the notice with the state ethics commission at least ten days before the contract is awarded.

(b) A state agency shall not enter into a contract with any person or business which is represented or assisted personally in the matter by a person who has been an employee of the agency within the preceding two years and who participated while in state office or employment in the matter with which the contract is directly concerned. This subsection shall not apply to any contract that is awarded in accordance with subsection (a) with a person or business represented or assisted by a person who was a member of a task force or served as the designee or representative of a task force member."

All Offerors should be certain that their bids are not in violation of this law. The submittal form states that by submitting this offer, Offeror certifies that the offer does not pose a conflict with section 84-15, Hawaii Revised Statutes. Contracts awarded shall be void if there is found to be a violation of section 84-15, Hawaii Revised Statutes.

## **13. Campaign Contributions by State and County Contractors**

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

Therefore, if awarded a contract in response to this solicitation, Offeror agrees to comply with section 11-355, Hawaii Revised Statutes, 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.

#### **14. Acceptance of Offer**

- A. Acceptance of offer, if any, shall be made within one hundred twenty (120) calendar days after the opening of offers, and the prices quoted by the Offeror shall remain firm for the one hundred twenty-day period. Unless otherwise provided, each individual item or group of items shall be awarded to the responsive and responsible Offeror whose offer complies with all the solicitation requirements. In determining the responsive and responsible Offeror, offers shall be evaluated not only on the amounts thereof, but on all factors relating to the satisfactory performance of the contract. The Offeror shall have the ability to perform as called for in the contract terms. The Legislative Reference Bureau shall be the sole judge of the Offeror's capability. The successful Offeror shall be notified by letter or email that its offer has been accepted and that the Offeror is being awarded the contract.
- B. If the offer is rejected or if the Offeror to whom the contract was awarded fails to enter into the contract and furnish satisfactory security, if applicable, the Legislative Reference Bureau, at its discretion, may award the contract to the next lowest or remaining responsible Offeror or may publish another call for offers; provided in the case of only one remaining responsible Offeror, the Legislative Reference Bureau may negotiate with the Offeror to reduce the scope of work, if available funds are exceeded, and to award the contract at a price that reflects the reduction in the scope of work.
- C. The Legislative Reference Bureau further reserves the right to cancel the contract award at any time prior to execution of the contract by all parties, without any liability to the awardee and to any other Offeror.

#### **15. Certifications Required Prior to Contract Commencement**

Each Offeror is advised that if it is awarded a contract under this RFP, the Offeror, upon award of the contract, shall furnish proof of compliance with the following chapters of the Hawaii Revised Statutes:

- A. Chapter 237, general excise tax;
- B. Chapter 383, unemployment insurance;
- C. Chapter 386, workers' compensation;
- D. Chapter 392, temporary disability insurance; and

E. Chapter 393, prepaid health care.

The Offeror shall furnish a Certificate of Good Standing for entities doing business in the State of Hawaii. Offeror may collectively apply for the certificates through the Hawaii Compliance Express (HCE). The HCE allows businesses to register online through an interface at <https://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance," shall be accepted for both contracting purposes and final payment, if required. Vendors shall be required to pay an annual fee for registration with Hawaii Compliance Express.

All costs, fees, and expenses of obtaining compliance certificates shall be the sole responsibility of the Offeror and shall not be reimbursed by the State of Hawaii or the Legislative Reference Bureau.

**16. Failure to Execute Contract**

If the Offeror to whom a contract is awarded fails or neglects to enter into the contract within ten (10) days after the contract award or within further time as the Legislative Reference Bureau may allow, the Legislative Reference Bureau may award the contract to the next lowest responsible Offeror or may call for new offers, whichever method the Legislative Reference Bureau determines to be in the best interest of the State of Hawaii.

**17. Payment**

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

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

**18. Personal Liability of Public Officials**

In carrying out any of the provisions of the contract or in exercising any power or authority granted to them by the contract, there shall be no liability upon the Agency Procurement Officer or authorized representatives, either personally or as officials of the State of Hawaii, it being understood that in such matters, the Agency Procurement Officer, Legislative Reference Bureau, or authorized representatives act solely as agents and representatives of the State of Hawaii.

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**PART 3**  
**CONTRACT FOR SERVICES BASED UPON**  
**COMPETITIVE SEALED PROPOSAL**

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**STATE OF HAWAII  
CONTRACT FOR SERVICES BASED UPON  
COMPETITIVE SEALED PROPOSAL**

This Contract, executed on the respective dates indicated below, is made and entered into as of \_\_\_\_\_, 2025, by and between the Legislative Reference Bureau, by its Director, Charlotte A. Carter-Yamauchi, and \_\_\_\_\_ (hereinafter “CONTRACTOR”), a \_\_\_\_\_, under the laws of the state of whose business address and taxpayer identification numbers are as follows:

Address: \_\_\_\_\_

Federal Tax ID No. \_\_\_\_\_

General Excise Tax ID No. \_\_\_\_\_

**RECITALS**

A. The Legislative Reference Bureau desires to retain and engage the CONTRACTOR to provide the services described in this contract and its attachments, and the CONTRACTOR is agreeable to providing the services.

B. The Legislative Reference Bureau has issued a request for competitive sealed proposals and has received and reviewed proposals submitted in response to the request.

C. Solicitation for proposals and selection of the CONTRACTOR is exempt from the Hawaii Public Procurement Code, Chapter 103D, Hawaii Revised Statutes, pursuant to Act 43, Session Laws of Hawaii 2024.

D. The CONTRACTOR has been identified as the responsible and responsive Offeror whose proposal is the most advantageous for the Legislative Reference Bureau, taking into consideration price and the evaluation factors set forth in the request for proposals.

E. Pursuant to Act 43, Session Laws of Hawaii 2024, the Legislative Reference Bureau is authorized to enter into this Contract.

F. Money is available to fund this contract pursuant to Act 43, Session Laws of Hawaii 2024.

NOW, THEREFORE, in consideration of the promises contained in this Contract, the Legislative Reference Bureau and the CONTRACTOR agree as follows:

1. Scope of Services. The CONTRACTOR, in a proper and satisfactory manner as determined by the Legislative Reference Bureau, shall provide all the services set forth in the Request for Proposals No. LRB 01-25 (“Request”), and the CONTRACTOR’S accepted



proposal (“Proposal”), both of which, even if not physically attached to the Contract, are hereby made a part of this Contract.

2. Compensation. The CONTRACTOR shall be compensated for services performed under this Contract in a total amount not to exceed \$ \_\_\_\_\_, including taxes, at the time and in the manner set forth in the Request.

3. Time of Performance. The services required of the CONTRACTOR under this Contract shall be performed and completed in accordance with the times of performance set forth in the Proposal and the Request.

4. Bonds. The CONTRACTOR is required to provide a performance bond in the amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_).

5. Standards of Conduct Declaration. The Standards of Conduct Declaration of the CONTRACTOR, set forth in Part 3, Attachment 1, is hereby made a part of this Contract.

6. Liquidated Damages. Liquidated damages shall be assessed in the amount of FIVE HUNDRED DOLLARS (\$500) per day, in accordance with the terms of paragraph 9 of Part 3, Attachment 2, General Conditions.

7. Notices. Any written notice required to be given by any party to this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice required to be given to the Legislative Reference Bureau shall be sent to the Legislative Reference Bureau Director's office in Honolulu, Hawaii. Notice to the CONTRACTOR shall be sent to the CONTRACTOR’S address as indicated in this Contract. A notice shall be deemed to have been received seven (7) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the Legislative Reference Bureau in writing of any change of address.

8. Other Terms and Conditions. The Special Conditions, General Provisions, General Conditions, and any attachments and appendices thereto are hereby incorporated by reference and made a part of this Contract. In the event of a conflict among the documents, the order of precedence shall be as follows: this Contract, including all attachments and addenda; Request, including all attachments and addenda; followed by the CONTRACTOR’S accepted Proposal.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, effective as of the date first above written.

LEGISLATIVE REFERENCE BUREAU

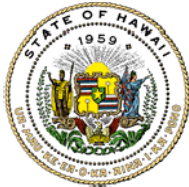
By \_\_\_\_\_  
Charlotte A. Carter-Yamauchi  
Title: Director, Legislative Reference Bureau

CONTRACTOR

By \_\_\_\_\_

Title\*:

\*Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached. The completed, notarized Contractor's Acknowledgement form attached to this Contract as Attachment 3 shall be sufficient for this purpose.



**Attachment 1**  
**STATE OF HAWAII**  
**CONTRACTOR'S**  
**STANDARDS OF CONDUCT DECLARATION**

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, Hawaii Revised Statutes).

On behalf of \_\_\_\_\_, CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR  is  is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), Hawaii Revised Statutes).
2. CONTRACTOR has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), Hawaii Revised Statutes).
3. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14(d), Hawaii Revised Statutes).
4. CONTRACTOR has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), Hawaii Revised Statutes).

CONTRACTOR understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

\* Reminder to Agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract must be awarded by competitive sealed bidding under section 103D-302, Hawaii Revised Statutes, or a competitive sealed proposal under section 103D-303, Hawaii Revised Statutes. Otherwise, the Agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), Hawaii Revised Statutes).

**CONTRACTOR**

By \_\_\_\_\_

*(Signature)*

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Date \_\_\_\_\_

## Attachment 2

### GENERAL CONDITIONS

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## GENERAL CONDITIONS

1. Coordination of Services by the LEGISLATIVE REFERENCE BUREAU. The Agency Procurement Officer (which term includes the designee of the Agency Procurement Officer) shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Contract. The CONTRACTOR shall maintain communications with the Agency Procurement Officer at all stages of the CONTRACTOR'S work, and submit to the Agency Procurement Officer for resolution any questions that may arise as to the performance of this Contract. "Purchasing agency" or "contracting agency" as used in these General Conditions means the LEGISLATIVE REFERENCE BUREAU.
2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
  - a. In the performance of services required under this Contract, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the LEGISLATIVE REFERENCE BUREAU shall have a general right to inspect work in progress to determine whether, in the LEGISLATIVE REFERENCE BUREAU'S opinion, the services are being performed by the CONTRACTOR in compliance with this Contract. Unless otherwise provided by special condition, it is understood that the LEGISLATIVE REFERENCE BUREAU does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the LEGISLATIVE REFERENCE BUREAU.
  - b. The CONTRACTOR and the CONTRACTOR'S employees and agents are not, by reason of this Contract, agents or employees of the State of Hawaii for any purpose, and the CONTRACTOR and the CONTRACTOR'S employees and agents shall not be entitled to claim or receive from the LEGISLATIVE REFERENCE BUREAU or the State of Hawaii any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.
  - c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR'S performance under this Contract. Furthermore, the CONTRACTOR shall intentionally, voluntarily, and knowingly assume the sole and entire liability to the CONTRACTOR'S employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR'S employees or agents in the course of their employment.
  - d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees that may become due and owing by the CONTRACTOR by reason of this Contract, including but not limited to: (i) income taxes; (ii) employment related fees, assessments, and taxes; and (iii) general excise taxes. The CONTRACTOR shall also be responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.
  - e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, Hawaii Revised Statutes, and shall comply with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as

amended, against the CONTRACTOR have been paid and submit the same to the LEGISLATIVE REFERENCE BUREAU prior to commencing any performance under this Contract. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment and paragraph 16 of these General Conditions.

- f. The CONTRACTOR shall be responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR'S employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage. The CONTRACTOR shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, that is current within six months of the date of issuance.
- g. The CONTRACTOR shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs, State of Hawaii, that is current within six months of the date of issuance.
- h. In lieu of the above certificates from the Departments of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, the CONTRACTOR may submit proof of compliance through the State Procurement Office's designated certification process.

3. Personnel Requirements.

- a. The CONTRACTOR shall secure, at the CONTRACTOR'S own expense, all personnel required to perform this Contract.
- b. The CONTRACTOR shall ensure that the CONTRACTOR'S employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

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

5. 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 under this Contract.

6. Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR'S duties, obligations, or interests under this Contract and no such assignment or subcontract shall be effective unless: (i) the CONTRACTOR obtains the prior written consent of the LEGISLATIVE REFERENCE BUREAU; and (ii) the CONTRACTOR'S assignee or subcontractor submits to the LEGISLATIVE REFERENCE BUREAU a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR'S assignee or subcontractor have been paid. Additionally, no assignment by the

CONTRACTOR of the CONTRACTOR'S right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in section 40-58, Hawaii Revised Statutes.

- a. Recognition of a successor in interest. When in the best interest of the State of Hawaii, a successor in interest may be recognized in an assignment contract in which the LEGISLATIVE REFERENCE BUREAU, the CONTRACTOR, and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:
    - (1) The Assignee shall assume all of the CONTRACTOR'S obligations;
    - (2) The CONTRACTOR shall remain liable for all obligations under this Contract but shall waive all rights under this Contract as against the LEGISLATIVE REFERENCE BUREAU; and
    - (3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.
  - b. Change of name. If the CONTRACTOR asks to change the name in which it holds this Contract with the LEGISLATIVE REFERENCE BUREAU, the Agency Procurement Officer shall, upon receipt of a document acceptable or satisfactory to the Agency Procurement Officer indicating such change of name (for example, an amendment to the CONTRACTOR'S articles of incorporation), enter into an amendment to this Contract with the CONTRACTOR to effect such a change of name. The amendment to this Contract changing the CONTRACTOR'S name shall specifically indicate that no other terms and conditions of this Contract are thereby changed.
  - c. Reports. All assignment contracts and amendments to this Contract effecting changes of the CONTRACTOR'S name or novations hereunder shall be reported to the chief procurement officers of the Hawaii State Senate and House of Representatives within thirty (30) days of the date that the assignment contract or amendment becomes effective.
7. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and hold harmless the State of Hawaii, the LEGISLATIVE REFERENCE BUREAU, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.
  8. Cost of Litigation. In case the LEGISLATIVE REFERENCE BUREAU or the State of Hawaii shall, without any fault on its part, be made a party 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 LEGISLATIVE REFERENCE BUREAU or the State of Hawaii, including attorneys' fees.
  9. Liquidated Damages. If the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 12 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the LEGISLATIVE REFERENCE BUREAU the amount, if any, set forth in this Contract per calendar day from the date set for cure until either: (i) the LEGISLATIVE REFERENCE BUREAU reasonably obtains similar services, if the CONTRACTOR is terminated for default; or (ii) until the CONTRACTOR provides the

services, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR'S delay or nonperformance is excused under paragraph 12d (Excuse for Nonperformance or Delayed Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR remains liable for damages caused other than by delay.

10. Right of Offset. The LEGISLATIVE REFERENCE BUREAU may offset against any monies or other obligations the LEGISLATIVE REFERENCE BUREAU owes to the CONTRACTOR under this Contract, any amounts owed to the State of Hawaii by the CONTRACTOR under this Contract or any other contracts, or pursuant to any law or other obligation owed to the State of Hawaii by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The LEGISLATIVE REFERENCE BUREAU shall notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed to the State of Hawaii shall not include debts or obligations that have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii; provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.
  
11. Suspension of Contract. The LEGISLATIVE REFERENCE BUREAU reserves the right at any time and for any reason to suspend this Contract for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.
  - a. Order to stop performance. The LEGISLATIVE REFERENCE BUREAU, by written order to the CONTRACTOR, at any time, and without notice to any surety, may require the CONTRACTOR to stop all or any part of the performance called for by this Contract. This order shall be for a specified period not exceeding sixty (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Stop performance orders shall include, as appropriate: (1) A clear description of the work to be suspended; (2) Instructions as to the issuance of further orders by the CONTRACTOR for material or services; (3) Guidance as to action to be taken on subcontracts; and (4) Other instructions and suggestions to the CONTRACTOR for minimizing costs. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and suspend all performance under this Contract at the time stated; provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the Agency Procurement Officer shall either:
    - (1) Cancel the stop performance order; or
    - (2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Contract.
  
  - b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified in writing



accordingly, if:

- (1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Contract; and
  - (2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided that, if the Agency Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.
- c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.
- d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

12. Termination for Default.

- a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency Procurement Officer may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Agency Procurement Officer, such officer may terminate the CONTRACTOR'S right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Procurement Officer may procure similar services in a manner and upon the terms deemed appropriate by the Agency Procurement Officer. The CONTRACTOR shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar services.
- b. CONTRACTOR'S duties. Notwithstanding termination of the Contract and subject to any directions from the Agency Procurement Officer, the CONTRACTOR shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the CONTRACTOR in which the LEGISLATIVE REFERENCE BUREAU or the State of Hawaii has an interest.
- c. Compensation. Payment for completed services delivered and accepted by the LEGISLATIVE REFERENCE BUREAU shall be at the price set forth in the Contract. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the LEGISLATIVE REFERENCE BUREAU. The LEGISLATIVE REFERENCE BUREAU may withhold from amounts due the CONTRACTOR such sums as the LEGISLATIVE REFERENCE BUREAU deems to be necessary to protect the LEGISLATIVE REFERENCE BUREAU or the State of Hawaii against loss because of outstanding liens or claims and to reimburse the LEGISLATIVE REFERENCE BUREAU for the excess costs expected to be incurred by the LEGISLATIVE REFERENCE BUREAU in procuring similar services.

- d. Excuse for nonperformance or delayed performance. The CONTRACTOR shall not be in default by reason of any failure in performance of this Contract in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency Procurement Officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the State of Hawaii and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Contract. Upon request of the CONTRACTOR, the Agency Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR'S progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the LEGISLATIVE REFERENCE BUREAU or the State of Hawaii under this Contract. As used in this paragraph, the term "subcontractor" means subcontractor at any tier.
- e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR'S right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 12d (Excuse for nonperformance or delayed performance), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 13.
- f. Additional rights and remedies. The rights and remedies provided in this paragraph shall be in addition to any other rights and remedies provided by law or under this Contract.

13. Termination for Convenience.

- a. Termination. The LEGISLATIVE REFERENCE BUREAU may, when the interests of the LEGISLATIVE REFERENCE BUREAU or the State of Hawaii so require, terminate this Contract in whole or in part, for the convenience of the LEGISLATIVE REFERENCE BUREAU or the State of Hawaii. The Agency Procurement Officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.
- b. CONTRACTOR'S obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR shall stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance subject to the LEGISLATIVE REFERENCE BUREAU'S approval. The Agency Procurement Officer may direct the CONTRACTOR to assign the CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to the LEGISLATIVE REFERENCE BUREAU. The CONTRACTOR shall complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.

- c. Right to work product. The LEGISLATIVE REFERENCE BUREAU may require the CONTRACTOR to transfer title to and deliver to the LEGISLATIVE REFERENCE BUREAU in the manner and to the extent directed by the Agency Procurement Officer any completed work product.

The CONTRACTOR shall, upon direction of the Agency Procurement Officer, protect and preserve property or work product in the possession of the CONTRACTOR in which the LEGISLATIVE REFERENCE BUREAU or the State of Hawaii has an interest. Use of this paragraph in no way implies that the LEGISLATIVE REFERENCE BUREAU has breached the Contract by exercise of the termination for convenience provision.

- d. Compensation.

- (1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the cost or pricing data, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one (1) year from the effective date of termination, the LEGISLATIVE REFERENCE BUREAU may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph 13d(3), below.
- (2) The LEGISLATIVE REFERENCE BUREAU and the CONTRACTOR may agree to a settlement, provided the CONTRACTOR has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by the LEGISLATIVE REFERENCE BUREAU, and the Contract price of the performance not terminated.
- (3) Absent complete agreement under subparagraph 13d(2), the LEGISLATIVE REFERENCE BUREAU shall pay the CONTRACTOR the following amounts, provided payments agreed to under subparagraph 13d(2) shall not duplicate payments under this subparagraph for the following:
  - (A) Contract prices for services accepted under the Contract;
  - (B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance; provided that such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
  - (C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subparagraph 13b. These costs shall not include costs paid in accordance with subparagraph 13d(3)(B); and
  - (D) The reasonable settlement costs of the CONTRACTOR, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to

the terminated portion of the Contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the total Contract price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, and the contract price of performance not terminated.

14. Claims Based on the Agency Procurement Officer's Actions or Omissions.

- a. Changes in scope. If any action or omission on the part of the Agency Procurement Officer requiring performance changes within the scope of the Contract constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Contract in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:
- (1) Written notice required. The CONTRACTOR shall give written notice to the Agency Procurement Officer:
    - (A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;
    - (B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or
    - (C) Within such further time as may be allowed by the Agency Procurement Officer in writing.
  - (2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason that may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Agency Procurement Officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency Procurement Officer;
  - (3) Basis must be explained. The notice required by subparagraph 14a(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and
  - (4) Claim must be justified. The CONTRACTOR shall maintain and, upon request, make available to the Agency Procurement Officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the LEGISLATIVE REFERENCE BUREAU, justifying the claimed additional costs or an extension of time in connection with such changes.

- b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or laws precluding any state officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders that are clearly not within the scope of the Contract.
  - c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.
15. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Contract shall be subject to the following guidelines:
- a. Reimbursement for air transportation shall be for actual cost or coach class air fare, whichever is less.
  - b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.
  - c. Unless prior written approval of the Agency Procurement Officer is obtained, reimbursement for subsistence allowance (e.g., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for inter-island or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.
16. Payment Procedures; Final Payment; Tax Clearance.
- a. Original invoices required. All payments under this Contract shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Contract have been performed by the CONTRACTOR according to the Contract.
  - b. Subject to available funds. Such payments are subject to availability of funds. Further, all payments shall be made in accordance with and subject to chapter 40, Hawaii Revised Statutes.
  - c. Prompt payment.
    - (1) Any money, other than retainage, paid to the CONTRACTOR shall be disbursed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and
    - (2) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.
  - d. Final payment. Final payment under this Contract shall be subject to section 103-53, Hawaii Revised Statutes, which requires a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U. S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been

paid. Further, CONTRACTOR shall provide a certificate affirming that the CONTRACTOR has remained in compliance with all applicable laws as required by this section.

17. Modifications of Contract.

- a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the CONTRACTOR and the LEGISLATIVE REFERENCE BUREAU.
- b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract shall be permitted.
- c. Agency Procurement Officer. By written order, at any time, and without notice to any surety, the Agency Procurement Officer may unilaterally order the CONTRACTOR to make:
  - (A) Changes in the work within the scope of the Contract; and
  - (B) Changes in the time of performance of the Contract that do not alter the scope of the Contract work.
- d. Adjustments of price or time for performance. If any modification increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, an adjustment shall be made and this Contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Contract or as negotiated.
- e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written modification of the Contract is not made prior to final payment under this Contract.
- f. Claims not barred. In the absence of a written contract modification, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Contract or for a breach of contract.
- g. Tax clearance. The LEGISLATIVE REFERENCE BUREAU may, at its discretion, require the CONTRACTOR to submit, prior to the LEGISLATIVE REFERENCE BUREAU'S approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid.

18. Price Adjustment.

- a. Price adjustment. Any adjustment in the contract price pursuant to a provision in this Contract shall be made in one or more of the following ways:

- (1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
  - (2) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;
  - (3) In such other manner as the parties may mutually agree; or
  - (4) In the absence of agreement between the parties, by a unilateral determination by the Agency Procurement Officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency Procurement Officer in accordance with generally accepted accounting principles.
- b. Submission of cost or pricing data. The CONTRACTOR shall provide the LEGISLATIVE REFERENCE BUREAU with cost or pricing data for any price adjustments.
19. Confidentiality of Material.
- a. All material given to or made available to the CONTRACTOR by virtue of this Contract, which is identified as proprietary or confidential information, shall be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the LEGISLATIVE REFERENCE BUREAU.
  - b. All information, data, or other material provided by the CONTRACTOR to the LEGISLATIVE REFERENCE BUREAU shall be subject to the Uniform Information Practices Act, chapter 92F, Hawaii Revised Statutes.
20. Publicity. The CONTRACTOR shall not refer to the LEGISLATIVE REFERENCE BUREAU, the State of Hawaii, or any office, agency, or officer thereof, or any state employee, including the Agency Procurement Officer, or to the services provided under this Contract, in any of the CONTRACTOR'S brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts with the CONTRACTOR about the subject matter of this Contract shall be referred to the Agency Procurement Officer.
21. Ownership Rights and Copyright. The LEGISLATIVE REFERENCE BUREAU shall have complete ownership of all material, both finished and unfinished, that is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the LEGISLATIVE REFERENCE BUREAU upon expiration or termination of this Contract. The LEGISLATIVE REFERENCE BUREAU, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract.
22. Audit of Books and Records of the CONTRACTOR. The LEGISLATIVE REFERENCE BUREAU, at reasonable times and places, may audit the books and records of the CONTRACTOR, prospective contractor, subcontractor, or prospective subcontractor that are related to:
- a. The cost or pricing data; and

b. A state contract, including subcontracts, other than a firm fixed-price contract.

23. Cost or Pricing Data. If requested by the Agency Procurement Officer, cost or pricing data must be submitted to the Agency Procurement Officer and timely certified as accurate for contracts over \$100,000.

If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the LEGISLATIVE REFERENCE BUREAU is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price shall be reduced in such amount.

24. Records Retention.

(1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR, pursuant to chapter 487R, Hawaii Revised Statutes, shall destroy all copies (paper or electronic form) of personal information received from the LEGISLATIVE REFERENCE BUREAU or the State of Hawaii.

(2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the LEGISLATIVE REFERENCE BUREAU or the State of Hawaii, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year period, or longer retention period as required by law, has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, Hawaii Revised Statutes, or returned to the LEGISLATIVE REFERENCE BUREAU at the request of the LEGISLATIVE REFERENCE BUREAU.

25. Patented Articles. The CONTRACTOR shall defend, indemnify, and hold harmless the LEGISLATIVE REFERENCE BUREAU and the State of Hawaii, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this Contract. The CONTRACTOR shall be solely responsible for correcting or curing to the satisfaction of the LEGISLATIVE REFERENCE BUREAU and the State of Hawaii any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the LEGISLATIVE REFERENCE BUREAU a substitute article, process, or appliance acceptable to the LEGISLATIVE REFERENCE BUREAU; (b) paying royalties or other required payments to the patent holder; (c) obtaining proper authorizations or releases from the patent holder; and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.

26. Governing Law. 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 in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.



27. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR'S performance of this Contract.
28. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the LEGISLATIVE REFERENCE BUREAU and the CONTRACTOR relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There shall be no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the LEGISLATIVE REFERENCE BUREAU and the CONTRACTOR other than as set forth or as referred to herein.
29. 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.
30. Waiver. The failure of the LEGISLATIVE REFERENCE BUREAU 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 LEGISLATIVE REFERENCE BUREAU'S or the State of Hawaii's right to enforce the same in accordance with this Contract.
31. Campaign Contributions. The CONTRACTOR is hereby notified of the applicability of 11-355, Hawaii Revised Statutes, which states that campaign contributions are prohibited from specified state or county government contractors during the terms of their contracts if the contractors are paid with funds appropriated by a legislative body.
32. Confidentiality of Personal Information.
- a. Definitions.
- "Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:
- (1) Social security number;
  - (2) Driver's license number or Hawaii identification card number; or
  - (3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.
- "Personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.
- "Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.
- b. Confidentiality of Material.
- (1) All material given to or made available to the CONTRACTOR by the LEGISLATIVE REFERENCE BUREAU or any agency of the State of Hawaii

by virtue of this Contract that is identified as personal information, shall be safeguarded by the CONTRACTOR and shall not be disclosed without the prior written approval of the LEGISLATIVE REFERENCE BUREAU.

- (2) CONTRACTOR agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.
- (3) CONTRACTOR agrees to implement appropriate "technological safeguards" that are acceptable to the LEGISLATIVE REFERENCE BUREAU or the State of Hawaii to reduce the risk of unauthorized access to personal information.
- (4) CONTRACTOR shall report to the LEGISLATIVE REFERENCE BUREAU in a prompt and complete manner any security breaches involving personal information.
- (5) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR because of a use or disclosure of personal information by CONTRACTOR in violation of the requirements of this paragraph.
- (6) CONTRACTOR shall complete and retain a log of all disclosures made of personal information received from the LEGISLATIVE REFERENCE BUREAU or the State of Hawaii, or personal information created or received by CONTRACTOR on behalf of the LEGISLATIVE REFERENCE BUREAU or the State of Hawaii.

c. Security Awareness Training and Confidentiality Agreements.

- (1) CONTRACTOR certifies that all of its employees who will have access to personal information have completed training on security awareness topics relating to protecting personal information.
- (2) CONTRACTOR certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:
  - (A) The personal information collected, used, or maintained by the CONTRACTOR will be treated as confidential;
  - (B) Access to the personal information will be allowed only as necessary to perform the Contract; and
  - (C) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

d. Termination for Cause. In addition to any other remedies provided for by this Contract, if the LEGISLATIVE REFERENCE BUREAU learns of a material breach of this paragraph by CONTRACTOR, the LEGISLATIVE REFERENCE BUREAU may at its sole discretion:

- (1) Provide an opportunity for the CONTRACTOR to cure the breach or end the violation; or
- (2) Immediately terminate this Contract.

In either instance, the CONTRACTOR and the LEGISLATIVE REFERENCE BUREAU shall follow chapter 487N, Hawaii Revised Statutes, with respect to notification of a security breach of personal information.



**Attachment 3  
STATE OF HAWAII**

**CONTRACTOR'S ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) SS.  
\_\_\_\_\_ COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me appeared  
\_\_\_\_\_ and \_\_\_\_\_, to me  
known, to be the person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are  
\_\_\_\_\_ and \_\_\_\_\_ of  
\_\_\_\_\_, the  
CONTRACTOR named in the foregoing instrument, and that he/she/they is/are authorized to sign said  
instrument on behalf of the CONTRACTOR, and acknowledges that he/she/they executed said  
instrument as the free act and deed of the CONTRACTOR.

(Notary Stamp or Seal)

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Print Name)*

Notary Public, State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

Doc. Date: \_\_\_\_\_ # Pages: \_\_\_\_\_

Notary Name: \_\_\_\_\_ Circuit

Doc. Description: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(Notary Stamp or Seal)

\_\_\_\_\_  
Notary Signature Date

NOTARY CERTIFICATION

**Appendix A**

**PROPOSAL LETTER AND AWARD**

**LEGISLATIVE REFERENCE BUREAU  
STATE OF HAWAII**

We propose to furnish and deliver any and all of the deliverables and services named in the Request for Proposals ("RFP") No. LRB 01-25 for Competitive Sealed Proposals for A Study to Examine Other States' Approaches to Regulating Certain Aspects of Condominium Regimes, for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the RFP.

It is understood that this proposal constitutes an offer and, when signed by the authorized State of Hawaii official, with the RFP and any amendments thereto, shall constitute a valid and legal contract between the undersigned offeror and the State of Hawaii.

It is understood and agreed that we have read the Legislative Reference Bureau's specifications described in the RFP and that this proposal is made in accordance with the provisions of the specifications. By signing this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such specifications.

We agree, if awarded the contract, to deliver services that meet or exceed the specifications.

\_\_\_\_\_  
Authorized Offeror's Signature/Corporate Seal

\_\_\_\_\_  
Date

Notice of Award

Proposal Accepted By:

\_\_\_\_\_  
Director, Legislative Reference Bureau

\_\_\_\_\_  
Date

Appendix B



GOV. MSG. NO. 1143

EXECUTIVE CHAMBERS  
KE KE'ENA O KE KIA'ĀINA

JOSH GREEN, M.D.  
GOVERNOR  
KE KIA'ĀINA

May 30, 2024

The Honorable Ronald D. Kouchi  
President of the Senate,  
and Members of the Senate  
Thirty-Second State Legislature  
State Capitol, Room 409  
Honolulu, Hawai'i 96813

The Honorable Scott K. Saiki  
Speaker, and Members of the  
House of Representatives  
Thirty-Second State Legislature  
State Capitol, Room 431  
Honolulu, Hawai'i 96813

Dear President Kouchi, Speaker Saiki, and Members of the Legislature:

This is to inform you that on May 30, 2024, the following bill was signed into law:

SB2726 SD2 HD1 CD1

RELATING TO CONDOMINIUMS.  
**ACT 043**

Sincerely,

A handwritten signature in black ink that reads "Josh Green M.D." in a cursive style.

Josh Green, M.D.  
Governor, State of Hawai'i

on MAY 30 2024

THE SENATE  
THIRTY-SECOND LEGISLATURE, 2024  
STATE OF HAWAII

**ACT 043**  
S.B. NO. 2726  
S.D. 2  
H.D. 1  
C.D. 1

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# A BILL FOR AN ACT

RELATING TO CONDOMINIUMS.

**BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF HAWAII:**

1 SECTION 1. The legislature finds that Act 189, Session  
2 Laws of Hawaii 2023, established the condominium property regime  
3 task force, which met on September 11, 2023; October 27, 2023;  
4 November 30, 2023; and December 14, 2023, to develop  
5 recommendations as part of its interim report to the legislature  
6 before the start of the regular session of 2024. Task force  
7 members sought and received information from the department of  
8 commerce and consumer affairs and several members of the public  
9 submitted written testimony and presented oral comments during  
10 hybrid remote and in-person meetings held by the task force.  
11 Links to the task force meetings and written materials are  
12 posted on the department of commerce and consumer affairs'  
13 website and are linked to the legislature's website.

14 The purpose of this Act is to:

- 15 (1) Implement the request by the condominium property
- 16 regime task force to require the legislative reference
- 17 bureau to conduct a study on certain condominium
- 18 subjects; and



1 (2) Extend the deadline for the final report and the cease  
2 date for the condominium property regime task force to  
3 June 30, 2026.

4 SECTION 2. (a) The legislative reference bureau shall  
5 study and submit a report on the approaches employed by certain  
6 other states regarding the following condominium subjects:

- 7 (1) A condominium ombudsman or similar position to  
8 specifically oversee condominiums;
- 9 (2) Required licenses for individuals involved in the  
10 management of condominiums;
- 11 (3) The availability of dedicated alternative dispute  
12 resolution or similar programs that are specifically  
13 for the prevention or resolution of condominium-  
14 related disputes and are separate from alternative  
15 dispute resolution programs available for other  
16 disputes;
- 17 (4) Governmental regulation and enforcement of condominium  
18 operations and governance that are separate from an  
19 ombudsman referenced in paragraph (1);
- 20 (5) Requirements for owner education at the point of sale  
21 of a unit; and





- 1 (6) Requirements for owner access to condominium  
2 documents.
- 3 (b) To the extent feasible, each subject shall include:
- 4 (1) Descriptive information detailing the approach of each  
5 jurisdiction;
- 6 (2) Identified strengths and weaknesses of each particular  
7 approach; and
- 8 (3) Identified best practices in the jurisdiction.
- 9 (c) The jurisdictions to be studied shall be:
- 10 (1) California;
- 11 (2) Delaware;
- 12 (3) Florida;
- 13 (4) Massachusetts;
- 14 (5) Nevada; and
- 15 (6) Any other jurisdiction deemed relevant by the  
16 legislative reference bureau.
- 17 (d) The legislative reference bureau shall submit the  
18 report to the legislature and the condominium property regime  
19 task force no later than twenty days prior to the convening of  
20 the regular session of 2026.



1 SECTION 3. Act 189, Session Laws of Hawaii 2023,  
2 section 3, is amended by amending subsections (e) and (f) to  
3 read as follows:

4 "(e) The task force shall submit a final report of its  
5 findings and recommendations, including any proposed  
6 legislation, to the legislature no later than [~~twenty days prior~~  
7 ~~to the convening of the regular session of 2025.~~] June 30, 2026.

8 (f) The task force shall cease to exist on June 30,  
9 [~~2025.~~] 2026."

10 SECTION 4. There is appropriated out of the general  
11 revenues of the State of Hawaii the sum of \$200,000 or so much  
12 thereof as may be necessary for fiscal year 2024-2025 for the  
13 legislative reference bureau to conduct a study of condominium  
14 subjects in other states as specified in section 2 of this Act.

15 The sum appropriated shall be expended by the legislative  
16 reference bureau for the purposes of this Act.

17 SECTION 5. There is appropriated out of the condominium  
18 education trust fund established pursuant to section 514B-71,  
19 Hawaii Revised Statutes, the sum of \$150,000 or so much thereof  
20 as may be necessary for fiscal year 2024-2025 for the  
21 legislative reference bureau to conduct a study of condominium



1 subjects in other states as specified in section 2 of this Act;  
2 provided that the director of commerce and consumer affairs may  
3 substitute the means of financing of some or all of this  
4 appropriation from the condominium education trust fund to any  
5 other source of funding available to the director of commerce  
6 and consumer affairs that may be used to fund some or all of the  
7 study required under this Act.

8 The sum appropriated shall be transferred by the real  
9 estate commission to the legislative reference bureau to expend  
10 on the study required under this Act; provided that:

11 (1) The legislative reference bureau shall not commence or  
12 execute any aspect of the study until the moneys  
13 appropriated under this section have been transferred  
14 from the real estate commission to the legislative  
15 reference bureau; and

16 (2) Any moneys from this appropriation not encumbered or  
17 expended by the legislative reference bureau for the  
18 purposes of this Act that remain on balance on June  
19 30, 2026, shall lapse to the credit of the condominium  
20 education trust fund established pursuant to section  
21 514B-71, Hawaii Revised Statutes.



1 SECTION 6. The legislative reference bureau may contract  
2 the services of a consultant with the funds appropriated in this  
3 Act. The contracting of services under this Act shall be exempt  
4 from chapter 103D, Hawaii Revised Statutes.

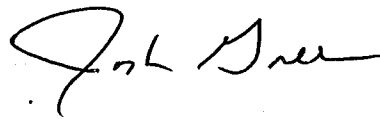
5 SECTION 7. Statutory material to be repealed is bracketed  
6 and stricken. New statutory material is underscored.

7 SECTION 8. This Act shall take effect on July 1, 2024.



S.B. NO. 2726  
S.D. 2  
H.D. 1  
C.D. 1

APPROVED this **30th** day of **May**, 2024

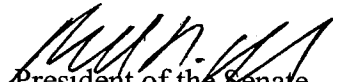



GOVERNOR OF THE STATE OF HAWAII

**THE SENATE OF THE STATE OF HAWAI'I**

Date: May 1, 2024  
Honolulu, Hawai'i 96813

We hereby certify that the foregoing Bill this day passed Final Reading in the Senate of the Thirty-Second Legislature of the State of Hawai'i, Regular Session of 2024.

  
President of the Senate

  
Clerk of the Senate

SB No. 2726, SD 2, HD 1, CD 1

THE HOUSE OF REPRESENTATIVES OF THE STATE OF HAWAII

Date: May 1, 2024  
Honolulu, Hawaii

We hereby certify that the above-referenced Bill on this day passed Final Reading in the House of Representatives of the Thirty-Second Legislature of the State of Hawaii, Regular Session of 2024.



Scott K. Saiki  
Speaker  
House of Representatives



Brian L. Takeshita  
Chief Clerk  
House of Representatives

**Appendix C**  
**PROPOSAL FORM**

REQUEST FOR PROPOSALS FOR COMPETITIVE SEALED PROPOSALS  
FOR A STUDY TO EXAMINE OTHER STATES' APPROACHES TO  
REGULATING CERTAIN ASPECTS OF CONDOMINIUM REGIMES

STATE OF HAWAII  
LEGISLATIVE REFERENCE BUREAU  
RFP No. LRB 01-25

Charlotte A. Carter-Yamauchi, Director  
Legislative Reference Bureau  
415 S. Beretania Street, Room 446  
Hawaii State Capitol  
Honolulu, Hawaii 96813

Dear Agency Procurement Officer:

The undersigned has carefully read and understands the terms and conditions specified in the Request for Proposals ("RFP") No. LRB 01-25, FOR COMPETITIVE SEALED PROPOSALS FOR A STUDY TO EXAMINE OTHER STATES' APPROACHES TO REGULATING CERTAIN ASPECTS OF CONDOMINIUM REGIMES, including the Special Conditions, General Provisions, General Conditions, and all attachments thereto, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, (1) the Offeror is declaring the offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and (2) the Offeror is certifying that the price(s) submitted was (were) independently established without collusion.

**Proposed Services**

The undersigned submits the following proposal of services in response to the RFP:

**(Offeror should attach details of proposed services to this form.  
Offeror is advised to review Part I, Section 3, Proposal Requirements, of the RFP for the  
information required to be included in the Offeror's proposal.)**

**Pricing**

The Offeror proposes to charge the following price for development and performance of the proposed services: \$\_\_\_\_\_.

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



**Tax Liability**

Both out-of-state and Hawaii Offerors are advised that the amount of the proposal on this solicitation is subject to the general excise tax imposed by Chapter 237, Hawaii Revised Statutes. Offerors are therefore cautioned to consider such taxes in formulating their offers since no adjustment to the prices shall be allowed.

**Basis for Award**

The award, if made, shall be made in accordance with the RFP.

**Subcontractor**

If necessary, the following subcontractor(s) will be utilized:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone No. \_\_\_\_\_

Services to be provided: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone No. \_\_\_\_\_

Services to be provided: \_\_\_\_\_

**Insurance Coverage**

Insurance coverage for Offeror will be provided by: \_\_\_\_\_

\_\_\_\_\_

Commercial General Liability Insurance for Offeror will be provided by: \_\_\_\_\_

\_\_\_\_\_

No-Fault Automobile Insurance will be provided by: \_\_\_\_\_

\_\_\_\_\_

**References**

Listed below are the names and addresses of three references for whom the Offeror has provided, or is currently providing, comparable services specified herein:

- 1. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Email Address: \_\_\_\_\_
  
- 2. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Email Address: \_\_\_\_\_
  
- 3. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Email Address: \_\_\_\_\_

**Note to Offerors**

An acceptable offer must conform in all material respects to this RFP. Deviations from the specifications, terms, or conditions contained in the RFP may be grounds for disqualification.

Offerors are advised that proposals are evaluated as submitted and requests by Offerors to add or delete conditions contained in their best and final offers after opening cannot be considered.

Offeror is:

- Sole Proprietor       Partnership       Corporation; State of incorporation: \_\_\_\_\_
- Joint Venture       Other \_\_\_\_\_

Hawaii General Excise Tax License I.D. No. \_\_\_\_\_

Federal Tax Identification No. \_\_\_\_\_

Payment address (other than street address below): \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Business address (street address): \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Respectfully submitted:

Date: \_\_\_\_\_ (x) \_\_\_\_\_

Authorized (Original) Signature\*

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

\_\_\_\_\_  
Name and Title (Please Type or Print)\*

Email Address: \_\_\_\_\_

\*\*

\_\_\_\_\_  
**Exact Legal Name of Company (Offeror)**

\*If Offeror is a corporation, attach to this page evidence of the authority of this officer to submit an offer on behalf of the corporation.

\*\*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.

\_\_\_\_\_  
**NOTE: FILL IN ALL BLANK SPACES WITH INFORMATION REQUESTED OR OFFER MAY BE INVALIDATED.**

**STATE OF HAWAII  
LEGISLATIVE REFERENCE BUREAU  
HONOLULU, HAWAII**

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**REQUEST FOR PROPOSALS  
NO. LRB 01-25  
FOR COMPETITIVE SEALED PROPOSALS FOR  
A STUDY TO EXAMINE OTHER STATES' APPROACHES TO REGULATING  
CERTAIN ASPECTS OF CONDOMINIUM REGIMES**

will be received up to 12:00 p.m. (HST) on  
April 17, 2025

electronically by emailing the proposal to [lrbresearch@capitol.hawaii.gov](mailto:lrbresearch@capitol.hawaii.gov), or by mailing or delivering the proposal to the office of the Legislative Reference Bureau, Hawaii State Capitol, 415 South Beretania Street, Room 446, Honolulu, Hawaii 96813.

An electronic copy of this notice and Request for Proposals is available at <https://lrb.hawaii.gov/request-for-proposals-lrb-01-25/>.

Direct questions relating to this solicitation to Mr. Shawn K. Nakama, First Assistant, by phone at (808) 587-0666 or e-mail at [lrbresearch@capitol.hawaii.gov](mailto:lrbresearch@capitol.hawaii.gov).



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Director, Legislative Reference Bureau  
Agency Procurement Officer