REQUEST FOR PROPOSALS
No. RFP-02-017-SW
SEALED OFFERS
FOR
Licensing, Certification, and Monitoring Compliance
STATE OF HAWAII
DEPARTMENT OF HEALTH

WILL BE RECEIVED UP TO 4:30 P.M. HAWAII STANDARD TIME (H.S.T.) ON
APRIL 7, 2017

IN THE OFFICE OF HEALTH CARE ASSURANCE, 601 KAMOKILA BOULEVARD,
ROOM 337, KAPOLEI, HAWAII 96707. DIRECT QUESTIONS RELATING TO THIS
SOLICITATION TO KEITH R. RIDLEY, TELEPHONE (808) 692-7227 FACSIMILE
(808) 692-7414 OR E-MAIL AT KEITH.RIDLEY@DOH.HAWAII.GOV

Keith Ridley
Procurement Officer

RFP-02-017-SW
Name of Company
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SECTION ONE
INTRODUCTION, TERMS AND ACRONYMS, KEY DATES

1.1 INTRODUCTION

The State Procurement Office (SPO) is requesting proposals for licensing and compliance of case management agencies, and certification and compliance of community care foster family homes licensing, certification. The goal is to assure the health and welfare of all clients residing in Community Care Foster Family Homes (CCFFHs) by licensing and monitoring the compliance of Case Management Agencies (CMAs) who provide case management services to clients residing in CCFFHs and also certifying and monitoring the compliance of CCFFHs.

Any award will result in a contract for these service for use by the Department of Health, Office of Health Care Assurance.

1.2 CANCELLATION

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

1.3 TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Definition</th>
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</thead>
<tbody>
<tr>
<td>BAFO</td>
<td>Best and Final Offer</td>
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<tr>
<td>CPO</td>
<td>Chief Procurement Officer</td>
</tr>
<tr>
<td>DAGS</td>
<td>Department of Accounting and General Services</td>
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<tr>
<td>DOH OHCA</td>
<td>Department of Health Office of Health Care Assurance</td>
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<tr>
<td>GC</td>
<td>General Conditions, issued by the Department of the Attorney General</td>
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<td>GET</td>
<td>General Excise Tax</td>
</tr>
<tr>
<td>GP</td>
<td>General Provisions</td>
</tr>
<tr>
<td>HAR</td>
<td>Hawaii Administrative Rules</td>
</tr>
<tr>
<td>HRS</td>
<td>Hawaii Revised Statutes</td>
</tr>
<tr>
<td>HST</td>
<td>Hawaii Standard Time</td>
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<tr>
<td>Offeror</td>
<td>Any individual, partnership, firm, corporation, joint venture, or representative or agent, submitting an offer in response to this solicitation.</td>
</tr>
<tr>
<td>Procurement Officer</td>
<td>The contracting officer for the State of Hawaii, State Procurement Office</td>
</tr>
<tr>
<td>State</td>
<td>State of Hawaii, including its departments, agencies, and political subdivisions</td>
</tr>
<tr>
<td>SPO</td>
<td>State Procurement Office</td>
</tr>
</tbody>
</table>
1.4 RFP SCHEDULE AND SIGNIFICANT DATES

The schedule represents the State’s best estimate of the schedule that will be followed. All times indicated are Hawaii Standard Time (HST). If a component of this schedule, such as "Proposal Due date/time" is delayed, the rest of the schedule will likely be shifted by the same number of days. Any change to the RFP Schedule and Significant Dates shall be reflected in and issued in an addendum. The approximate schedule is as follows:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of Request for Proposals</td>
<td>March 6, 2017</td>
</tr>
<tr>
<td>Pre-proposal Conference</td>
<td>March 17, 2017</td>
</tr>
<tr>
<td>Due date to Submit Questions</td>
<td>March 16, 2017</td>
</tr>
<tr>
<td>State’s Response to Questions</td>
<td>March 22, 2017</td>
</tr>
<tr>
<td>Proposals Due date/time</td>
<td>April 7, 2017</td>
</tr>
<tr>
<td>Proposal Evaluations</td>
<td>April 10-21, 2017</td>
</tr>
<tr>
<td>Notice of Award</td>
<td>May 8, 2017</td>
</tr>
<tr>
<td>Contract Start Date</td>
<td>July 1, 2017</td>
</tr>
</tbody>
</table>

1.5 PRE-PROPOSAL CONFERENCE

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

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

The pre-proposal conference will be held as follows:

- **Date:** March 17, 2017 - Friday
- **Time:** 1:30 p.m. – 3:30 p.m. or may end earlier if all questions of all persons present are answered
- **Location:** Department of Health, Kinau Hale, Room 119, 1250 Punchbowl Street, Honolulu, Hawaii 96813

Please inform Keith R. Ridley, that you will be attending the Pre-Proposal Conference, call: (808) 692-7227, fax: (808) 692-7414, or email: keith.ridley@doh.hawaii.gov

1.6 QUESTIONS AND ANSWERS PRIOR TO OPENING OF PROPOSALS

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

**SECTION TWO**

**BACKGROUND AND SCOPE OF WORK**

2.1 **PROJECT OVERVIEW AND HISTORY**

The Department of Health (DOH) is seeking proposals to license and compliance case management agencies, and certify and compliance community care foster family homes.

The DOH Office of Health Care Assurance (OHCA) administers, with State and Federal funds, the licensure of Case Management Agencies (CMA) and the certification of Community Care Foster Family Homes (CCFFH) programs for persons who have been determined to need ICF/ SNF level of care, who are Medicaid eligible and unable to live in their own homes. The philosophy of the OHCA is to respect an individual’s right of self-determination and to support his or her efforts to remain as part of the community, living as independently as possible in the least restrictive and homelike environment.

CCFFHs were established in 1983 as an alternative to institutional care for Medicaid-eligible adults. These individuals require nursing facility level of care but are not able to benefit from in-home services because they have no caregivers or a residence. Participants may be any Quest Expanded Access (QExA) eligible adult; however, the elderly make up the largest portion of the population. Services include twenty-four (24) hour living accommodations, personal care and homemaker services, and case management services from a licensed home and community based case management agency.

The program has continued to grow since 1983. From its inception the number of persons served at any given time has increased from around 350 to over 2000 and in the last several years the number of CCFFHs has doubled to over 1,050. The demand for this service continues to grow as Hawaii continues to have the elder population growing at a faster rate than the national average. In accordance with the HRS 321-481 through HRS 321-483 and the current Hawaii Administrative Rules 17-1454, the DOH or its designee is responsible to certify CCFFHs and license CMAs.

2.2 **DESCRIPTION OF THE GOALS OF THE SERVICE**

The encompassing goal is to assure the health and welfare of all clients residing in CCFFHs by:

1. Licensing and monitoring compliance of CMAs who provide case management services to clients residing in CCFFHs. The CMAs are responsible for placing, coordinating, monitoring, and providing ongoing services for the client.

2. Certifying and monitoring compliance of CCFFHs who provide twenty-four hour living accommodations, personal care and homemaker services for one, two or three adults.
2.3 GEOGRAPHIC COVERAGE OF SERVICE

The Department is seeking a single contract to serve the State of Hawaii. Assurance must be given that the population who reside in the following areas will be provided the full range of contracted services:

<p>| | |</p>
<table>
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<tbody>
<tr>
<td>KAUAI COUNTY</td>
<td>TOTAL ISLAND</td>
</tr>
<tr>
<td>HONOLULU COUNTY</td>
<td>TOTAL ISLAND</td>
</tr>
<tr>
<td>MAUI COUNTY</td>
<td>MAUI, MOLOKAI, LANAI</td>
</tr>
<tr>
<td>HAWAII COUNTY</td>
<td>EAST HAWAII, WEST HAWAII</td>
</tr>
</tbody>
</table>

2.4. PROBABLE FUNDING AMOUNTS, SOURCE, AND PERIOD OF AVAILABILITY

The pricing methodology for this service will be cost reimbursement where the State pays the CONTRACTOR for budgeted costs that are actually incurred in delivering the services specified in the contract, up to the stated maximum amount.

The contract shall be for an initial five (5) year period estimated to begin July 1, 2017 and ending June 30, 2022, with an option to renew for a maximum of one (1) additional twenty-four (24) month period not to exceed June 30, 2024. A single statewide contract will be awarded under this request for proposals. The anticipated maximum funding for each year of the initial contract period is $811,524.00 per year, subject to the availability of funds.

The funding amount for the extension is anticipated to be $811,524.00 per year, but the funding offered may differ substantially from the amounts provided during the initial contract period.

This contract will be partially funded through Medicaid funds and will be subject to the pertinent Federal regulations.

Total annual funding of $811,524.00 must cover services for the entire State. The selected Contractor must be based on Oahu and must provide services on each neighbor island.

Additional funding may become available over the life of the contract, and the sources of funding may change. Funding for any given year, for any geographic area, or for the contract as a whole may increase up to 300% of the original amount. Increases or decreases are subject to the availability of funds, program utilization, and satisfactory performance as determined by the State.

2.5 SCOPE OF WORK

All services for the Department of Health, Office of Health Care Assurance shall be in accordance with this RFP, including its attachments and any addenda.
The scope of work encompasses the following tasks and responsibilities:

2.5.1 SERVICE ACTIVITIES  
(Minimum and/or mandatory tasks and responsibilities)

The applicant is expected to address all requirements identified, state how they will meet the specified requirement, including the process used, and who will be responsible for each task.

Service activities are closely aligned with the Hawaii Administrative Rules (HAR), Title 17, Chapter 1454 and any new rules that may be propagated before or during the time of this contract. The current rules may be found at: http://health.hawaii.gov/ohca/files/2014/07/17-1454-Case-Mgmt-and-CCFFH-Current-Admin-Rules.pdf

Forms A, B and C in SECTION SEVEN, ATTACHMENTS AND EXHIBITS, provide guidelines as to the information the department will be requesting as well as approximate numbers for the activities listed. The numbers are estimates only as it is not possible to know exactly what the numbers will be for any year. The selected CONTRACTOR is required to meet all service activities regardless of the actual number.

2.5.2 Licensing of Case Management Agencies

1. The CONTRACTOR shall follow the requirements of HAR 17-1454, Subchapter 1, General Requirement for Licensure and Certification and Subchapter 2 of HAR 1454 or any new rules that may be propagated before or during the time of this contract.

2. The CONTRACTOR shall provide verbal and written information to individuals interested in becoming a new case management agency and to maintain a sufficient number of CMAs to serve individuals eligible and seeking admission into the CCFFH Program.

3. The CONTRACTOR shall issue and renew a license to a CMA as specified in §17-1454-9 or any new rules that may be propagated before or during the time of this contract.

2.5.3 Certification of Community Care Foster Family Homes

1. The CONTRACTOR shall follow the requirements of HAR 17-1454, Subchapter 1, General Requirement for Licensure and Certification and Subchapter 3 or any new rules that may be propagated before or during the time of this contract.

2. The CONTRACTOR shall comply with Hawaii Revised Statutes and follow procedural requirements as determined by the State of Hawaii to certify a CCFFH.

3. The CONTRACTOR shall provide verbal and written information to individuals interested in becoming a CCFFH by responding to inquiries.
The CONTRACTOR shall focus on areas where more homes are needed namely Kauai, Maui, Molokai, Lanai, and West Hawaii, to maintain a sufficient number of certified CCFFHs.

4. The CONTRACTOR shall issue and renew a certification to a CCFFH as specified in §17-1454-9 or any new rules that may be propagated before or during the time of this contract.

2.5.4 Implementation of Standards and Procedures

1. The CONTRACTOR shall have policies and procedures in place that comply with the Hawaii Administrative Rules approved for the program, to conduct licensing of CMAs and certification of CCFFHs. Policies and procedures are also needed for monitoring, addressing complaints about CCFFHs and CMAs and appeals by CMAs and CCFFHs regarding adverse actions taken.

2. The CONTRACTOR shall write a letter to the CMA or CCFFH informing them of corrective actions needed, sanctions, or revocation of licenses or certifications and shall prepare the administrative hearing report when there is an appeal on an adverse action. The CONTRACTOR shall inform DHS immediately if the CMA or CCFFH appeals an action and will provide a list of sanctions and revocations with the quarterly report.

3. The CONTRACTOR shall accept verbal and written complaints and concerns about CCFFHs from residents, their families or guardians, the public, CCFFH operators and CMAs. The CONTRACTOR shall investigate the complaints and when a complaint has merit, make a determination on what action to take. The CONTRACTOR shall submit the log of complaints and action taken with its quarterly report to DHS.

4. The CONTRACTOR shall develop and distribute a newsletter quarterly to CMAs and CCFFHs to communicate changes and other pertinent information that correspond to implementation of standards and procedures.

2.5.5 Approval of Substitute Caregivers

The CONTRACTOR shall approve all substitute caregivers that work in the CCFFHs under the requirements of HAR Title 17, Chapter 1454, Subchapter 1, General Requirements for Licensure and Certification and Subchapter 3, Community Care Foster Family Home Requirements and any new rules that may be propagated before or during the duration of this contract.

2.6. MANAGEMENT REQUIREMENTS (MINIMUM AND/OR MANDATORY REQUIREMENTS)

2.6.1 Personnel

1. The CONTRACTOR’s staff shall have the educational qualifications and necessary training to provide the activities requested. Required professional staff shall be licensed registered nurses (RN) and, if RNs are
unavailable, optionally, licensed masters’ level social workers both currently licensed to practice in the State of Hawaii.

2. The CONTRACTOR’s staff shall be knowledgeable about DOH’s programs, services, rules, and procedures. Those who are not familiar with DOH must be oriented and trained by the CONTRACTOR.

3. The CONTRACTOR shall conduct background checks including criminal history and Protective Services Registry checks according to the same standards in HAR §17-1454, General Requirements, Hawaii Revised Statutes 321-15.2, and any new rules that may be propagated before or during the duration of this contract to ensure that no employee has a record of criminal convictions, or protective services involvement, which would pose a risk to participants.

4. The CONTRACTOR shall submit the proposed staffing pattern and position descriptions for all staff.

2.6.2 Administrative

1. The CONTRACTOR shall accept and respond to all inquiries on becoming a licensed CMA or a certified CCFFH directly from the public, in addition to referrals from the Department.

2. There must be regular ongoing meetings between the CONTRACTOR staff and DOH staff to keep lines of communication open and to discuss CMA and CCFFH needs, specific concerns, and procedural changes.

3. The CONTRACTOR shall have policies and procedures in place that ensure timely assessments to conduct licensing of CMAs and certification of CCFFHs; to conduct quality assuring monitoring, and a fair hearing process for those agencies or homes wanting to appeal an adverse action.

4. The CONTRACTOR shall make recommendations to the Department and provide justification to support the recommendations to license, certify, suspend or revoke operations of all CMAs and CCFFHS.

2.6.3 Quality Assurance and Evaluation Specifications

All contracts shall be monitored by the Department in accordance with requirements set forth by Chapter 103D, Hawaii Revised Statutes. Annual contract monitoring may include site visits with comprehensive evaluation of several areas of performance. These include review of conformance with standard contractual requirements, agency files, accounting practices, and case record keeping, performance/outcome/output measures, quality of services, and administrative requirements. In addition, ongoing contract monitoring shall include review of monthly and quarterly reports as required by the Department and periodic assessment of program effectiveness.

2.6.4. Output and Performance/Outcome Measurements
1. Estimated performance measures are attached to this SECTION SEVEN, ATTACHMENTS AND EXHIBITS of the RFP. See Form A - People to be Served, Form B - Service Activities, and Form C - Outcomes. These figures are only estimates as it cannot be determined in advance of the number of CCFFHs, CMAs applying, the number of complaints or the number of adverse events or information requests. The CONTRACTOR must respond to all service activities.

2. The CONTRACTOR shall maintain the capacity to deliver services throughout the term of this Contract for all the activities listed in this scope of service including those services in Forms A, B, and C found in SECTION SEVEN, ATTACHMENTS AND EXHIBITS.

3. If the Department becomes aware that the CONTRACTOR is not fulfilling the service specifications of the contract, the Department will inform the CONTRACTOR and the CONTRACTOR will need to submit a corrective action plan to the Department in a timely manner to remedy the substandard performance, and at its option, the STATE may reduce payments or funding, or terminate the contract if the proposed corrective action is not successful.

2.6.5. REPORTING REQUIREMENTS FOR PROGRAM AND FISCAL DATA

1. Required Program Reports:

   Unless otherwise agreed, monthly, quarterly and year-end program reports shall be submitted in a format specified by the Department in which the CONTRACTOR summarizes major activities undertaken during the report period. Data to be reported may include but not be limited to the number of service units provided, outcomes and objectives achieved, problems encountered, recommendations, proposed future activities, and staffing changes.

2. Maintenance of CMA and CCFFH Data Base:

   The CONTRACTOR shall maintain a current listing of CMAs with licensure dates and a current list of active CCFFHs with certification dates, a list of closed CMAs and CCFFHs and those CMAs and CCFFHs on suspension in a format that may be sorted. An updated list of CCFFHs is to be provided to the Department on a monthly basis and changes in CMAs is to be reported when the change occurs.

3. Reporting of Vacancies

   The CONTRACTOR shall develop and maintain a system of tracking vacancies in the CCFFHs and provide a report to the Department on a weekly basis so that it may be posted on the DOH website.

4. Trending of Adverse Events
The CONTRACTOR shall receive adverse events from the CMAs and provide a report of any rends to the Department with the quarterly activity report.

5. **Other Reports**

   The CONTRACTOR shall provide any other reports to the Department as may be requested for the Department to comply with federal or state reporting requests.

6. **Required Fiscal Reports:**

   a. The CONTRACTOR will submit invoices in the format specified by the Department.

   b. Unless otherwise agreed, for cost reimbursement contracts quarterly and year-end reports shall be submitted listing total expenditures of contract funds, contract revenues received, and collections and expenditures from program income and other sources of funding.

2.7 **HAWAII DEPARTMENT OF HEALTH RESPONSIBILITIES**

   1. DOH OHCA will assign a Program Specialist who will be responsible to oversee this contract.

   2. All contracts shall be monitored by the DOH OHCA in accordance with requirements set for by Chapter 103D, Hawaii Revised Statutes. Annual contract monitoring may include site visits with comprehensive evaluation of several areas of performance. These include review of conformance with standard contractual requirements, agency files, accounting practices, and case record keeping, performance/outcome/output measures, quality of services, and administrative requirements.

   3. Ongoing contract monitoring shall include review of monthly and quarterly reports as required by the Department and periodic assessment of program effectiveness.

2.8 **TERM OF CONTRACT**

   The contract shall be for a period of five (5) years and is intended to begin on July 1, 2017 and end on June 30, 2022.

   Unless terminated, the Contractor and the State may extend the term of the contract for one (1) additional twenty-four (24) month period or portions thereof without the necessity of re-soliciting, upon mutual agreement in writing at least sixty (60) days prior to the expiration of the contract. The contract price or commission paid to the Contractor for the extended period shall remain the same or as described in the offer.

   When interests of the State so require, the State may terminate the contract for convenience by providing written notice to the Contractor.
2.9 CONTRACT ADMINISTRATOR

For the purposes of this contract, Keith R. Ridley, Chief, OHCA, at (808) 692-7227, or authorized representative, is designated the Contract Administrator.
SECTION THREE

PROPOSAL FORMAT AND CONTENT

3.1 OFFEROR’S AUTHORITY TO SUBMIT AN OFFER

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

3.2 REQUIRED REVIEW

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

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

3.3 PROPOSAL PREPARATION COSTS

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

3.4 TAX LIABILITY

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

2. Federal I.D. Number (FEIN) and Hawaii General Excise Tax License I.D. Offeror shall submit its current FEIN and Hawaii General Excise Tax License I.D. number in the space provided on the Offer Form, page OF-1, thereby attesting that the Offeror is doing business in the State and that Offeror will pay such taxes on all sales made to the State.
3.5 PROPERTY OF STATE

All proposals become the property of the State of Hawaii.

3.6 CONFIDENTIAL INFORMATION

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

2. An Offeror shall request in writing nondisclosure of information such as designated trade secrets or other proprietary data Offeror considers to be confidential. Such requests for non-disclosure shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. The State shall make the final determination on whether information is deemed non-disclosable.

3.7 EXCEPTIONS

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

No exceptions to statutory requirements of the AG 103D General Conditions shall be considered.

3.8 PROPOSAL OBJECTIVES

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

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

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

4. The proposal shall describe in detail the Offeror’s ability and availability of services to meet the goals and objectives of this RFP as stated in Section 2.2 SCOPE OF WORK.
5. Offeror shall submit a proposal that includes an overall strategy, timeline and plan for the work proposed as well as expected results and possible shortfalls.

### 3.9 PROPOSAL FORMS

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

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

2. **Offer Form, Page OF-2.** Pricing shall be submitted on Offer Form OF-2 (SECTION SEVEN, Attachment 2). The price shall be the all-inclusive cost, including the GET, to the State. No other costs will be honored. Any unit prices shall be inclusive.

3. **Competitive Sealed Proposal Checklist.** A completed, signed, and dated Competitive Sealed Proposal Checklist must be included as part of the Offeror’s proposal. This checklist is located in Section Seven of this RFP as Attachment 3.

### 3.10 PROPOSAL CONTENTS

All proposals must:

1. Include a transmittal letter to confirm that the Offeror shall comply with the requirements, provisions, terms, and conditions specified in this RFP.

2. Include a signed Offer Form OF-1 with the complete name and address of Offeror’s firm and the name, mailing address, telephone number, and fax number of the person the State should contact regarding the Offeror’s proposal.

3. Include a completed, signed, and dated Competitive Sealed Proposal Checklist.

4. If subcontractor(s) will be used, append a statement to the transmittal letter from each subcontractor, signed by an individual authorized to legally bind the subcontractor and stating:
   
   a. The general scope of work to be performed by the subcontractor;
   
   b. The subcontractor’s willingness to perform for the indicated.

5. Provide all of the information requested in this RFP in the order specified.
6. Be organized into sections, following the exact format using all titles, subtitles, and numbering, with tabs separating each section described below. Each section must be addressed individually and pages must be numbered. A separate tabbed section must be completed in the proposal for the Offeror and each proposed subcontractor, if any. See, SECTION SEVEN, ATTACHMENT AND EXHIBITS, Attachment 1, Offer Form OF-1

7. Experience and Capabilities.

a. A complete, relevant, and current client listing.

b. The number of years Offeror has been in business and the number of years Offeror has performed services specified by this RFP.

c. A list of key personnel and associated resumes for those who will be dedicated to this project.

The Offeror shall describe the proposed staffing pattern appropriate for the viability of the services described in RFP SECTION TWO, BACKGROUND AND SCOPE OF WORK 2.2 Scope of Work.

The Offeror shall take into consideration the numbers of people to be served and the levels and types of service activities to be provided according to Forms A, B and C in SECTION TWO, BACKGROUND AND SCOPE OF WORK of this RFP.

List all staff positions budgeted to the contract directly or through subcontract including back-up staff.

Position titles shall match the titles listed on the Offeror’s Program Specific and Organization-wide charts.

The Offeror shall describe its ability to supervise, train and provide administrative direction to staff budgeted to the contract relative to the delivery of the proposed services.

The Offeror shall describe in detail its approach and rationale for the structure, functions, and staffing to effectively deliver the proposed service activities and tasks.

d. In addition, the applicant shall attach to the Offeror’s Proposal:

   (1) An “Organization-wide” chart showing where the proposed program fits within the Offeror’s agency.

   (2) A “Program Specific” chart that reflects:

   The position of each staff budgeted to this contract including:
   (a) Title from position descriptions;
   (b) Qualification level (e.g. high school, bachelor’s, master’s); and
   (c) Full-time equivalency (FTE) to the applicant agency and to the
program.

Both the "Organization-wide" and "Program Specific" charts must reflect the position of each staff and the line of responsibility/supervision.

e. A list of at least three (3) references from the Offeror's client listing that may be contacted by the State as to the Offeror's past and current job performance. Offeror shall provide names, titles, organizations, telephone numbers, email and postal addresses.

f. A summary listing of judgments or pending lawsuits or actions against; adverse contract actions, including termination(s), suspension, imposition of penalties, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations against your firm. If none, so state.

g. The Offeror shall provide a description of at least three (3) projects/contracts for the most recent two (2) years that are pertinent to the service activities detailed in SECTION TWO, BACKGROUND AND SCOPE OF WORK, SECTION 2.2, Scope of Work, of this RFP.

The State reserves the right to contact references of these projects/contracts to verify Offeror's past and current job performance.

h. The Experience section shall include the following information for the Offeror and each subcontractor, if any:

(1) Contract/project identification number
(2) Contracting agency
(3) Name of contact person, phone number, email address, and mailing address from the contracting agency
(4) Title of the service and a brief description of the services delivered as well as how this contract relates to the Scope of Work section of this RFP.
(5) List certifications, awards, specialized training pertinent to the service specifications of this RFP for all staff budgeted to the contract.

i. The Offeror shall demonstrate that it has the necessary skills, abilities, knowledge of, and experience relating to the delivery of the proposed services. The Offeror shall demonstrate specific skills in working with diverse cultures, immigrants, persons of limited English proficiency. The Offeror shall explain how it will incorporate cultural competency in service delivery requirements.

8. Proposal including an overall strategy, timeline and plan.

The Offeror shall provide a detailed proposal that includes an overall strategy, timeline and plan for the work proposed in the RFP as well as expected results and possible shortfalls.
The Offeror shall demonstrate an understanding of requirements of all relevant federal and state laws and rules to license, certify and maintain compliance by CMAs and CCFFHs statewide. When deficiencies are discovered, the Offeror has detailed a corrective action plan with the CMA or CCFFH for deficiency resolution.

The Offeror shall propose a process that ensures they will answer questions for the CMAs or CCFFHs until a deficiency is resolved or licensure/certification is withdrawn. The Offeror shall propose a process to maintain open communications with the CMA or CCFFH so they are fully aware and informed of any deficiencies, progress on corrective actions, and resolutions.


The Offeror shall describe its own plans for quality assurance and evaluation including methodology, instruments, and timelines for the proposed services.

The Offeror shall describe the agency’s internal review process to ensure conformance with contract requirements, provision of Administrative Assurances, adequate accounting practices, accurate record keeping of licensure and certification activities, accurate tracking of performance/outcome/output measures, adequate maintenance of agency files, and program effectiveness.

10. Coordination of Services.

The Offeror shall describe its own evaluation plans that demonstrate the capability to evaluate how it coordinates new home certifications, new CMA licensing requests; re-certifications of homes and re-licensure CMAs; corrective action plan follow-up; investigations and complaint follow-up; approval of substitute caregivers; vacancy reporting and trending of adverse events in accordance with contract requirements.

11. Facilities.

The Offeror shall provide the street addresses of facilities, a description of its facilities and demonstrate its adequacy in relation to the proposed services. If facilities are not presently available, describe in detail plans to secure facilities. Also describe in detail how the facilities meet Americans with Disabilities Act (ADA) requirements, as applicable, and special equipment that may be required for the services.

12. Accounting System.

In order to determine the adequacy of the Offeror’s accounting system, the following documents are requested as part of the Proposal (to be attached):
The Offeror shall submit the most recent Financial Audit including any management letter that accompanied that audit.

The Offeror shall describe the cost allocation plan for this contract which demonstrates how the applicant’s expenditures are allocated across all agency contracts based on a plan that is reasonable, appropriate, and lawful.

13. Pricing.

The Offeror shall submit a cost proposal that uses a cost reimbursement pricing structure. The cost proposal shall be included in the Offeror’s proposal.

As part of its cost proposal, the Offeror shall include:

a. A completed, signed Offer Form (OF-2). See SECTION SEVEN, ATTACHMENTS AND EXHIBITS, Attachment 2, Offer Form OF-2.

b. A completed, signed and dated Certificate of Current Cost Pricing Data (Form SPO-013 located on the SPO website at www.spo.hawaii.gov/all-forms/)

c. A budget that details the operating and activity costs to deliver services described in the scope of work section of this RFP.

d. Separate budget forms that detail the Offeror’s indirect/administrative costs not to exceed 15% of the annual contract amount.

e. All budget forms, instructions and samples are located on the SPO website at www.spo.hawaii.gov/all-forms/

The following budget form(s) shall be submitted with the Proposal Application:

<table>
<thead>
<tr>
<th>SPOH-205</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>SPOH-206A</td>
<td>Budget Justification-Personnel: Salaries &amp; Wages</td>
</tr>
<tr>
<td>SPOH-206B</td>
<td>Budget Justification-Personnel: Payroll Taxes, Assessments &amp; Fringe</td>
</tr>
<tr>
<td>SPOH-206C</td>
<td>Budget Justification-Travel: Inter-Island</td>
</tr>
<tr>
<td>SPOH-206E</td>
<td>Budget Justification-Contractual Services: Administrative</td>
</tr>
<tr>
<td>SPOH-206F</td>
<td>Budget Justification-Contractual Services: Subcontracts</td>
</tr>
<tr>
<td>SPOH-206H</td>
<td>Budget Justification-Program Activities</td>
</tr>
<tr>
<td>SPOH-206I</td>
<td>Budget Justification-Equipment Purchases</td>
</tr>
</tbody>
</table>
(1) The Offeror shall provide a brief explanation of how the line costs on form SPOH-205 were derived unless those line items are explained on other budget forms in the SPOH-206 series.

(2) The Offeror shall be advised for budgeting purposes that there are insurance requirements and auditing requirements under this contract. See the Insurance Requirements, Section FIVE CONTRACT SELECTION AND CONTRACT AWARD, section 5.11 Insurance.

(3) The Offeror shall provide a description for the budgeted indirect/administrative costs, not to exceed 15% of the annual funding amount for fiscal year.

(4) The **selected contractor** may be asked to submit additional budget forms at a later date as part of the contracting process including but, not limited to:

<table>
<thead>
<tr>
<th>Form</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>SPOH-205i</td>
<td>Provides all the forms listed below:</td>
</tr>
<tr>
<td>SPOH-205A</td>
<td>Organization-Wide Budget by Source of Funds</td>
</tr>
<tr>
<td>SPOH-205B</td>
<td>Organization-Wide Budget by Programs</td>
</tr>
<tr>
<td>SPOH-206G</td>
<td>Budget Justification-Depreciation</td>
</tr>
</tbody>
</table>

All budget forms, instructions and samples are located on the SPO website at [www.spo.hawaii.gov/all-forms/](http://www.spo.hawaii.gov/all-forms/).

14. **Exceptions.**

The Offeror shall list any exceptions taken to the terms, conditions, specifications, or other requirements listed herein. Offeror shall reference the RFP section where exception is taken, a description of the exception taken, and the proposed alternative, if any.

### 3.11 RECEIPT AND REGISTER OF PROPOSALS

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

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

### 3.12 BEST AND FINAL OFFER (BAFO)
If the State determines a BAFO is necessary, it shall request one from the Offeror. The Offeror shall submit its BAFO and any BAFO received after the deadline or not received shall not be considered.

3.13 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF OFFERS

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

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

3.14 MISTAKES IN PROPOSALS

1. Mistakes shall not be corrected after award of the contract.

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

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

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

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

6. Technical irregularities are matters of form rather than substance evident from the proposal document, or insignificant mistakes that can be waived or corrected without prejudice to other Offerors; that is, when there is no effect on price, quality, scope of work, or quantity. If discussions are not held or if best and final offers upon which award will be made have been received, the Procurement Officer may waive such irregularities or allow an Offeror to correct them if either is in the best interest of the State. Examples include the failure of an Offeror to: return the number of signed proposals required by the request for proposals; sign the proposal, but only if the unsigned proposal is accompanied by other material indicating the Offeror’s intent to be bound; or to acknowledge receipt of an amendment to the request for proposal, but only if it is clear from the proposal that the Offeror received the amendment and intended to be
bound by its terms; or the amendment involved had no effect on price, quality, scope of work, or quantity.
SECTION FOUR

EVALUATION CRITERIA

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

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

1) Cost of services (up to 30 points)

The Offeror has submitted a detailed cost proposal using:

a. Offer Form (OF-2) located in Section Seven of this RFP.

b. Certificate of Current Cost-Pricing Data (Form SPO-013). This form can be found on the SPO website at www.spo.hawaii.gov/all-forms/

c. A cost reimbursement pricing structure. The cost proposal shall be attached to the Proposal Application.

(1) A budget that details the operating and activity costs to deliver services described in the Section Two, BACKGROUND AND SCOPE OF WORK section of this RFP.

(2) A separate budget that details the Offeror’s administrative costs not to exceed 15% of the annual funding amount for fiscal year 2017.

(3) The following budget forms shall be submitted with the Proposal Application:

   All budget forms, instructions and samples are located on the SPO website at www.spo.hawaii.gov/all-forms/

<table>
<thead>
<tr>
<th>SPOH-205i provides all the forms listed below:</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
<td>SPOH-206A</td>
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<tr>
<td>SPOH-206C</td>
</tr>
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<td>SPOH-206E</td>
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<tr>
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</tr>
<tr>
<td>SPOH-206H</td>
</tr>
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<td>SPOH-206I</td>
</tr>
</tbody>
</table>
The Offeror provides a brief explanation of how the line costs on form SPOH-205 were derived unless those line items are explained on other budget forms in the SPOH-206 series.

The Offeror shall be advised for budgeting purposes that there are insurance requirements and auditing requirements under this contract. See the Insurance Requirements, SECTION FIVE CONTRACT SELECTION AND CONTRACT AWARD, 5.11 Insurance.

The Offeror provides a description for the budgeted indirect/administrative costs, not to exceed 15% of the annual funding amount for fiscal year 2017.

The selected contractor may be asked to submit additional budget forms at a later date as part of the contracting process including but, not limited to:

<table>
<thead>
<tr>
<th>SPOH-205i provides all the forms listed below:</th>
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<tbody>
<tr>
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<tr>
<td>SPOH-206G</td>
</tr>
</tbody>
</table>

All budget forms, instructions and samples are located on the SPO website at [www.spo.hawaii.gov/all-forms/](http://www.spo.hawaii.gov/all-forms/) click on SPOH-205i for a listing of the documents.

2) Previous experience, capability and proficiency in licensing and compliance of case management agencies, and certification and compliance of community care foster family homes. (up to 30 points)

a. A complete, relevant, and current client listing is provided.

b. The number of years the Offeror has been in business and the number of years the Offeror has performed services specified by this RFP.

c. A list of key personnel and associated resumes for those who will be dedicated to this project are provided.

The Offeror describes the proposed staffing pattern appropriate for the viability of the services described in RFP SECTION 2 BACKGROUND AND SCOPE OF WORK.

The Offeror takes into consideration the numbers of people to be served and the levels and types of service activities to be provided according to Forms A, B and C in SECTION 2 BACKGROUND AND SCOPE OF WORK of this RFP.
List all staff positions budgeted to the contract directly or through subcontract including back-up staff is provided.

Position titles shall match the titles listed on the Offeror’s Program Specific and Organization-wide charts.

The Offeror describes its ability to supervise, train and provide administrative direction to staff budgeted to the contract relative to the delivery of the proposed services.

The Offeror describes in detail its approach and rationale for the structure, functions, and staffing to effectively deliver the proposed service activities and tasks.

d. A list of at least three (3) references from the Offeror’s client listing that may be contacted by the State as to the Offeror’s past and current job performance is provided.

The Offeror provides names, titles, organizations, telephone numbers, email and postal addresses.

e. A summary listing of judgments or pending lawsuits or actions against; adverse contract actions, including termination(s), suspension, imposition of penalties, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations against the Offeror’s firm is provided. If none, the Offeror so states.

3) Sample projects and/or examples of written plans, organizational charts, contact trees, etc. (up to 10 points)

a. The Offeror provides a description of at least three (3) projects/contracts for the most recent two (2) years that are pertinent to the service activities detailed in SECTION TWO, BACKGROUND AND SCOPE OF WORK, Section 2.2, Scope of Work, of this RFP.

The State reserves the right to contact references of these projects/contracts to verify the Offeror’s past and current job performance.

The Experience section includes the following information for the Offeror and each subcontractor, if any:

(1) Contract/project identification number
(2) Contracting agency
(3) Name of contact person, phone number, email address, and mailing address from the contracting agency
(4) Title of the service and a brief description of the services delivered as well as how this contract relates to the SECTION TWO, BACKGROUND AND SCOPE OF WORK, section of this RFP.
(5) List certifications, awards, specialized training pertinent to the service specifications of this RFP for all staff budgeted to the contract.

b. The Offeror attached to the Offeror’s Proposal:

(1) An “Organization-wide” chart showing where the proposed program fits within the Offeror’s agency.

(2) A “Program Specific” chart that reflects:

The position of each staff budgeted to this contract including:

(a) Title from position descriptions;
(b) Qualification level (e.g. high school, bachelor’s, master’s); and
(c) Full-time equivalency (FTE) to the applicant agency and to the program.

Both the “Organization-wide” and “Program Specific” charts must reflect the position of each staff and the line of responsibility/supervision.

4) Knowledge and proficiency with delivery of the proposed services. (up to 15 points)

a. The Offeror clearly demonstrated that it has the necessary skills, abilities, knowledge of, and experience relating to the delivery of the proposed services.

b. The Offeror clearly demonstrated specific skills in working with diverse cultures, immigrants, persons of limited English proficiency.

c. The Offeror clearly explained how it will incorporate cultural competency in service delivery requirements.

5) Project Proposal (up to 15 points)

a. Methodology.

(1) The Offeror has provided a detailed proposal that includes an overall strategy, timeline and plan for the work proposed in the RFP as well as expected results and possible shortfalls.

(2) The Offeror has demonstrated an understanding of requirements of federal and state laws and the rules to license, certify and maintain compliance by CMAs and CCFFHs statewide. When deficiencies are discovered, the Offeror has detailed a corrective action plan with the CMA or CCFFH for deficiency resolution.

(2) The Offeror has proposed a process that ensures they will answer questions for the CMAs or CCFFHs until a deficiency is resolved.
or licensure/certification is withdrawn. The Offeror has proposed a process to maintain open communication with the CMA or CCFFH so they are fully aware and informed of deficiency, corrective action progress, and resolution.

(3) The Offeror has followed the instructions below and submitted a comprehensive and detailed guide to their services provided in this program. The Offeror has described not only what services will be offered but how those services will be provided.

(4) The Offeror has stated the service activities that the applicant is capable and willing to provide to the Department that will ensure that the goals, objectives and program requirements are accomplished as stated in the RFP. (Refer to SECTION 2, BACKGROUND AND SCOPE OF WORK, of the RFP for further information and guidance on specific service activities and tasks.)

(5) The Offeror has stated the essential specific tasks needed which the applicant will provide to accomplish these service activities. These tasks should be described in sufficient detail so that it is clear how the stated service activities will be thoroughly accomplished. Please note that it is not acceptable to simply repeat language in the RFP to address the specific tasks related to the various service activities.

(6) The Offeror has stated the title or position of the responsible staff that will handle these tasks. The title or position of the responsible staff must be consistent with the position titles used elsewhere in the proposal such as in the program organizational chart and the section on staff qualifications. For direct services staff that will be responsible, the applicant should also indicate the title or position of the back-up or substitute staff that will cover for the primary staff person(s) responsible.

b. Timeline.

The Offeror has provided the timeline or schedule and/or frequency for completing specific service activities or tasks.


The Offeror clearly described its own plans for quality assurance and evaluation including methodology, instruments, and timelines for the proposed services.

The Offeror clearly described the agency’s internal review process to ensure conformance with contract requirements, provision of Administrative Assurances, adequate accounting practices, accurate record keeping of licensure and certification activities, accurate tracking of performance/outcome/output measures, adequate maintenance of agency files, and program effectiveness.

d. Coordination of Services.
The Offeror describes its own evaluation plans that demonstrate the capability to evaluate how it coordinates new home certifications, new CMA licensing requests; re-certifications of homes and re-licensure CMAs; corrective action plan follow-up; investigations and complaint follow-up; approval of substitute caregivers; vacancy reporting and trending of adverse events in accordance with contract requirements.

e. Accounting System.

The Offeror has submitted the most recent Financial Audit including any management letter that accompanied that audit.

The Offeror described the cost allocation plan for this contract which demonstrates how the applicant’s expenditures are allocated across all agency contracts based on a plan that is reasonable, appropriate, and lawful.

f. Facilities.

The Offeror has provided the street addresses of facilities, a description of its facilities and demonstrate its adequacy in relation to the proposed services. If facilities are not presently available, describe in detail plans to secure facilities. The Offeror also describes in detail how the facilities meet Americans with Disabilities Act (ADA) requirements, as applicable, and special equipment that may be required for the services.

g. Possible Shortfalls.

The Offeror has proposed a process that ensures they will answer questions for the CMAs or CCFFHs until a deficiency is resolved or licensure/certification is withdrawn. The Offeror has proposed a process to maintain open communication with the CMA or CCFFH so they are fully aware and informed of deficiency, corrective action progress, and resolution.
SECTION FIVE

CONTRACTOR SELECTION AND CONTRACT AWARD

5.1 EVALUATION OF PROPOSALS

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

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

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

5.2 DISCUSSION WITH PRIORITY LISTED OFFERORS

The State may invite priority listed Offerors to discuss with their proposals to ensure thorough, mutual understanding. The State in its sole discretion shall schedule the time and location for these discussions, generally within the timeframe indicated in RFP Section 1.4 RFP Schedule and Significant Dates. The State may also conduct discussions with priority listed Offerors to clarify issues regarding the proposals before requesting Best and Final Offers, if necessary.

5.3 AWARD OF CONTRACT

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

5.4 RESPONSIBILITY OF OFFERORS

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

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

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

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

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

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

5.5 PROPOSAL AS PART OF THE CONTRACT

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

5.6 PUBLIC EXAMINATION OF PROPOSALS

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

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

5.7 DEBRIEFING

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

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

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

5.8 PROTEST PROCEDURES

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

Keith R. Ridley, Chief, Office of Health Care Assurance, 601 Kamokila
Boulevard, Room 337, Kapolei, Hawaii 96707.

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

The notice of award, if any, resulting from this solicitation shall be posted on the Procurement Awards, Notices and Solicitations (PANS), which is available on the SPO website: [http://www.hawaii.gov/spo2/source/](http://www.hawaii.gov/spo2/source/).

5.9 APPROVALS

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

5.10 CONTRACT EXECUTION

Successful Offeror receiving award shall enter into a formal written contract in the form as in Exhibit B. No performance or payment bond is required for this contract. No work is to be undertaken by the Contractor prior to the effective date of contract. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official starting date.

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

5.11 INSURANCE

1. Prior to the contract start date, the Contractor shall procure at its sole expense and maintain insurance coverage acceptable to the State in full force and effect throughout the term of the Contract. The 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:

   a. 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 subcontractors 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; broadcasters’ liability insurance 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.

   b. 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.

2. Appropriate levels of per occurrence insurance coverage for workers' compensation and any other insurance coverage required by Federal or State law.

3. NOTE: Error & Omissions insurance is available for technology suppliers and may be required for the specific procurement being conducted.

4. The Contractor shall deposit with the SPO, on or before the effective date of the Contract, certificate(s) of insurance necessary to satisfy the SPO that the provisions of the Contract have been complied with, and to keep such insurance in effect and provide the certificate(s) of insurance to the SPO during the entire term of the Contract. Upon request by the SPO, the Contractor shall furnish a copy of the policy or policies.

5. The Contractor will immediately provide written notice to the SPO and contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed up expiration.

6. The certificates of insurance shall contain the following clauses:
   
   a. “The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii.”
   
   b. “It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy.”

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

5.12 PAYMENT

Incremental payments shall be made to the awarded Contractor on a quarterly basis, upon receipt of reports that meet the expectations of this RFP. The receipt of quarterly reports shall be due based on the timeline submitted by the Contractor in the proposal, or as amended.

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

SPECIAL PROVISIONS

6.1 OFFER GUARANTY

A proposal security deposit is NOT required for this RFP.

6.2 INTELLECTUAL PROPERTY RIGHTS

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

6.3 TERMINATIONS FOR CONVENIENCE OR UNAVAILABILITY OF FUNDS

The pricing methodology for this service will be cost reimbursement where the State pays the CONTRACTOR for budgeted costs that are actually incurred in delivering the services specified in the contract, up to the stated maximum amount.

The contract shall be for an initial five (5) year period estimated to begin July 1, 2017 and ending June 30, 2022, with an option to renew for a maximum of one (1) additional twenty-four (24) month period not to exceed June 30, 2024. A single statewide contract will be awarded under this request for proposals. The anticipated maximum funding for each year of the initial contract period is $811,524.00 per year, subject to the availability of funds.

The funding amount for the extension is anticipated to be $811,524.00 per year, but the funding offered may differ substantially from the amounts provided during the initial contract period.

When interests of the State so require, the State may terminate the contract for convenience by providing written notice to the Contractor.

This contract will be partially funded through Medicaid funds and will be subject to the pertinent Federal regulations.

Total annual funding of $811,524.00 must cover services for the entire State. The selected Contractor must be based on Oahu and must provide services on each neighbor island.

Additional funding may become available over the life of the contract, and the sources of funding may change. Funding for any given year, for any geographic area, or for the contract as a whole may increase up to 300% of the original amount. Increases or decreases are subject to the availability of funds, program utilization, and satisfactory performance as determined by STATE.

6.4 CERTIFICATION OF OFFEROR CONCERNING WAGES, HOURS AND WORKING
CONDITIONS OF EMPLOYEES SUPPLYING SERVICES

All Offerors for service contracts shall comply with section 103-55, Hawaii Revised Statutes, which provides as follows:

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

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

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

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

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

This section shall apply to all contracts to perform services in excess of $25,000, including contracts to supply ambulance service and janitorial service. See, SECTION SEVEN, ATTACHMENTS AND EXHIBITS, Attachment 4.

This section shall not apply to:

(1) Managerial, supervisory, or clerical personnel.

(2) Contracts for supplies, materials, or printing.

(3) Contracts for utility services.

(4) Contracts to perform personal services under paragraphs (2), (3), (12), and (15) of section 76-16, paragraphs (7), (8), and (9) of section 46-33, and paragraphs (7), (8), and (12) of section 76-77, Hawaii Revised Statutes, (HRS).

(5) Contracts for professional services.

(6) Contracts to operate refreshment concessions in public parks, or to provide food services to educational institutions.

(7) Contracts with nonprofit institutions.
SECTION SEVEN

ATTACHMENTS, EXHIBITS, AND FORMS

- Attachment 1: OFFER FORM, OF-1
- Attachment 2: OFFER FORM, OF-2
- Attachment 3: COMPETITIVE SEALED PROPOSAL CHECKLIST
- Attachment 4: WAGE CERTIFICATION OF EMPLOYEES SUPPLYING SERVICES
- Attachment 5: ADMINISTRATIVE ASSURANCES
- Exhibit A: CONTRACT FORM and ATTORNEY GENERAL 103D GENERAL CONDITIONS
- Exhibit B: OVERVIEW OF THE RFP PROCESS
- FORM A: CASE MANAGEMENT AGENCIES TO BE LICENSED; COMMUNITY CARE FOSTER FAMILY HOMES TO BE CERTIFIED
- FORM B: SERVICE ACTIVITIES
- FORM C: OUTCOMES
Dear Procurement Officer:

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

Offeror is:

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

*State of incorporation: ______________________

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

Federal I.D. No. ______________________

Payment address (other than street address below): ______________________

City, State, Zip Code: ______________________

Business address (street address): ______________________

City, State, Zip Code: ______________________

Respectfully submitted:

Date: ______________________  (x) ______________________

Authorized (Original) Signature

Telephone No.: ______________________

Fax No.: ______________________

E-mail Address: ______________________ **

Exact Legal Name of Company (Offeror)

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

$____________________

Note: Pricing shall include labor, materials, supplies, all applicable taxes, and any other costs incurred to provide the specified services. See also, Section Three, 3.10.5 g. Pricing.
OFFEROR: ___________________________  RFP No.:  02-017-SW

The Offeror’s proposal must contain the following components in the order shown below. This checklist must be signed, dated and returned to the purchasing agency as part of the Offeror’s Proposal.

*SPOH forms are on the SPO website at [www.spo.hawaii.gov/all-forms](http://www.spo.hawaii.gov/all-forms)

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ATTACHMENT 3
Page 2 of 2
ATTACHMENT 4

WAGE CERTIFICATION

Pursuant to Section 103-55, Hawaii Revised Statutes, I hereby certify that if awarded the Contract in excess of $25,000, the services to be performed will be performed under the following conditions:

- The services to be rendered shall be performed by employees paid at wages or salaries not less than wages paid to the public officers and employees for similar work, if similar positions are listed in the classification plan of the public sector.

- All applicable laws of the Federal and State governments relating to workers’ compensation, unemployment insurance, payment of wages, and safety will be fully complied.

I understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wages required by Section 103-55, Hawaii Revised Statutes.

CONTRACTOR: ________________________________

Signature: ____________________________________

Title: ________________________________________

Date: ________________________________________
ATTACHMENT 5

ADMINISTRATIVE ASSURANCES

I hereby assure that the following will be in place during the term of the contract and will be made available upon request by the Department:

1. **Staff Development**
   A written training plan for CONTRACTOR’s staff which:
   a. Promotes an understanding of the clients that the Department serves;
   b. Promotes good practice;
   c. Familiarizes staff with the CONTRACTOR’s own program and agency policies and procedures; and
   d. Familiarizes staff with available resources in the community as applicable under the Scope of Work.

2. **Supervision**
   A written plan for supervising contracted staff that details clear lines of authority.

3. **Documentation of Utilization**
   Procedures to accurately track and document the data reported to DOH on Quarterly Activity Reports and, if required, other status reports as requested by DOH.

4. **Policies and Procedures that assure compliance with the following items listed in the Special Conditions:**
   a. Environmental Tobacco Smoke
   b. Certification Regarding Debarment, Suspension, Ineligibility, Exclusion – Lower Tiered Covered Transactions.
   c. Nondiscrimination.
   d. Certification of Lobbying.
   e. HIPAA.
5. **Minimal English and Physical Limitations**
   Reasonable accommodations to assure the delivery of services to clients with minimal English speaking abilities or physical limitations.

   SIGNATURE __________

   TYPE OR PRINT NAME __________

   AGENCY

   DATE __________

   TITLE __________

RFP-02-017-SW
1. The RFP is issued pursuant to Subchapter 6 of HAR Chapter 3-122, implementing HRS §103D-303.

2. The procurement process begins with the issuance of the RFP and the formal response to any written questions or inquiries regarding the RFP. Changes to the RFP will be made only by Addendum.

3. Proposals shall be received on HePS. The register of proposals and Offerors’ proposals shall be open to public inspection after posting of the award. All proposals and other material submitted by Offerors become the property of the State and may be returned only at the State’s option.

4. The Procurement Officer, or an evaluation committee approved by the Procurement Officer, shall evaluate the proposals in accordance with the evaluation criteria in Section Four.

5. Proposals may be accepted on evaluation without discussion. However, if deemed necessary, prior to entering into discussions, a “priority list” of responsible Offerors submitting acceptable and potentially acceptable proposals shall be generated. The priority list may be limited to a minimum of three responsible Offerors who submitted the highest-ranked proposals. The objective of these discussions is to clarify issues regarding the Offeror’s proposal before the BAFO is tendered.

6. If during discussions there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate such clarification or change. Addenda to the RFP shall be distributed only to priority listed Offerors who submit acceptable or potentially acceptable proposals.

7. Following any discussions, Priority Listed Offerors will be invited to submit their BAFO, if required. The Procurement Officer or an evaluation committee reserves the right to have additional rounds of discussions with the top three (3) Priority Listed Offerors prior to the submission of the BAFO.

8. The date and time for Offerors to submit their BAFO, if any, is indicated in Section 1.4, RFP Schedule and Significant Dates. If Offeror does not submit a notice of withdrawal or a BAFO, the Offeror’s immediate previous offer shall be construed as its BAFO.

9. After receipt and evaluation of the BAFOs in accordance with the evaluation criteria in Section Four, the Procurement Officer or an
EXHIBIT B
OVERVIEW OF THE RFP PROCESS

evaluation committee will make its recommendation. The Procurement Officer will award the contract to the Offeror whose proposal is determined to be the most advantageous to the State taking into consideration price and the evaluation factors set forth in Section Four.

10. The contents of any proposal shall not be disclosed during the review, evaluation, or discussion. Once award notice is posted, all proposals, successful and unsuccessful, become available for public inspection. Those sections that the Offeror and the State agree are confidential and/or proprietary should be identified by the Offerors and shall be excluded from access.

11. The Procurement Officer or an evaluation committee reserves the right to determine what is in the best interest of the State for purposes of reviewing and evaluating proposals submitted in response to the RFP. The Procurement Officer or an evaluation committee will conduct a comprehensive, fair and impartial evaluation of proposals received in response to the RFP.

12. The RFP, any addenda issued, and the successful Offeror's proposal shall become a part of the contract. All proposals shall become the property of the State of Hawaii.