

REQUEST FOR PROPOSALS (RFP)

**Training Services for the
Employment and Training Fund Program
RFP NO. DLIR/WDD 2009-01**

September 4, 2008

**State of Hawaii
Department of Labor and Industrial Relations
Workforce Development Division
Employment and Training Fund Program
Administrative Office
830 Punchbowl Street, Room 329
Honolulu, Hawaii 96813**

**REQUEST FOR PROPOSALS (RFP)
 TRAINING SERVICES FOR THE
 EMPLOYMENT AND TRAINING FUND PROGRAM
 RFP NO. DLIR/WDD 2009-01**

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REQUEST FOR PROPOSALS (RFP)

**Training Services for the
Employment and Training Fund Program
RFP NO. DLIR/WDD 2009-01**

SECTION 1

ADMINISTRATIVE OVERVIEW

September 4, 2008

**State of Hawaii
Department of Labor and Industrial Relations
Workforce Development Division
Employment and Training Fund Program
Administrative Office
830 Punchbowl Street, Room 329
Honolulu, Hawaii 96813**

Section 1 Administrative Overview

Applicants are encouraged to read each section of the Request For Proposal (RFP) thoroughly. While sections such as the administrative overview may appear similar among RFPs, State purchasing agencies may add additional information as applicable. Therefore, it is the responsibility of the applicant to understand the requirements of this RFP.

I. Authority

The Department of Labor and Industrial Relations (DLIR), Workforce Development Division (WDD) is authorized to contract with public and private sector agencies to solicit training proposals that upgrade the skills of Hawaii's workforce. The DLIR administers the Employment and Training Fund (ETF) Program in accordance with Section §383-128, Hawaii Revised Statutes (HRS), the Hawaii Administrative Rules (HAR) §12-6-1 to §12-6-22, and the department's ETF policies and procedures. All prospective applicants are charged with the presumptive knowledge of all requirements of the cited authorities. These documents can be obtained from either the Legislative Reference Bureau Library at the Hawaii State Capitol, on-line at the DLIR website, <http://hawaii.gov/labor>, or by contacting the person listed in Section 2, II H, of this RFP. Submission of a valid executed proposal by any prospective applicant shall constitute admission of such knowledge on the part of such prospective applicant.

II. RFP Organization

This RFP is organized into five sections:

Section 1, Administrative Overview--Provides applicants with an overview of the procurement process.

Section 2, Service Specifications--Provides applicants with a general description of the tasks to be performed, delineates applicant responsibilities, and defines deliverables (as applicable).

Section 3, Purchase of Service (POS) Proposal Application--Describes the required format and content for the proposal application.

Section 4, Proposal Evaluation--Describes how proposals will be evaluated by the DLIR Purchasing Agency.

Section 5, Attachments --Provides applicants with additional forms necessary to complete the application.

III. Contracting Office

The Contracting Office is responsible for overseeing the contract(s) resulting from this RFP, including system operations, fiscal agent operations, and monitoring and assessing

provider performance. The Contracting Office is:

State of Hawaii
 Department of Labor and Industrial Relations
 Workforce Development Division
 830 Punchbowl Street, Room 329
 Honolulu, Hawaii 96813
 Phone: (808) 586-8818
 Fax: (808) 586-8822

IV. Procurement Timetable

<u>Activity</u>	<u>Target Dates</u>
Public notice announcing RFP	September 3, 2008
RFP available for pick-up	September 4, 2008
RFP orientation	September 18, 2008
Closing date for submission of written questions	September 25, 2008
Proposal submittal deadline	October 10, 2008
Proposal evaluation period begins	October 13, 2008
Applicant selection and award	December 5, 2008
Notice of statement of findings and decisions	December 5, 2008
Process to Execute Contracts	December 8 – December 31, 2008
Contract Start Date	January 3, 2009

V. Orientation

An orientation for applicants in reference to this RFP will be held at Department of Labor and Industrial Relations, Keelikolani Building Monday, September 18, 2008 from 1:00 p.m. to 3:00 p.m. at 830 Punchbowl Street, Room 310, Honolulu, Hawaii

Applicants are encouraged to submit written questions prior to the orientation. Impromptu questions will be permitted and spontaneous answers provided at the orientation will be at the DLIR's discretion. Verbal answers provided at the orientation are only intended as general direction and may not necessarily represent the DLIR's official position. Formal official responses will be provided only upon receipt of written inquiries in accordance with item VI below. Oral questions will not receive an official written response.

VI. Submission of Questions

Applicants may submit questions in writing to Tricia Malloy, ETF Program Specialist, at 830 Punchbowl Street, Room 329, Honolulu, Hawaii 96813. The deadline for receipt of written questions is **4:00 p.m. Hawaii Standard Time (HST), on September 25, 2008**. All written questions will receive a written response from the Contracting Office.

VII. Submission of Proposals

Please refer to the Competitive POS Application Checklist (Section 5) for references on:

- where to obtain the forms/instructions;
- additional program specific requirements; and
- the order in which all components of the application should be assembled.

Include the completed Checklist when submitting the Proposal Application.

Proposals must contain **all** of the following components; missing documents will result in an incomplete proposal and will be rejected:

1. ***POS Proposal Application, including Title Page and Table of Contents --***
Applicant shall submit comprehensive narratives and brochures or course catalogues that address all requirements of this RFP. (Refer to Section 3)
2. ***Proof of Compliance --*** Unless the Applicant is a public institution (i.e. University of Hawaii, its Community College, and the State Department of Education), proof of compliance must be submitted with the proposal by the deadline specified in this RFP as follows:
 - a. ***Tax Clearance*** – an original certified "*green stamped*" copy of a tax clearance certificate (Form A-6, Rev. 2006) issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS).
 - b. ***Certificate of Compliance with Section 3-122-112, HAR*** -- Form LIR#27 issued by the Hawaii State Department of Labor and Industrial Relations.
 - c. ***Certificate of Good Standing*** – issued by the Hawaii State Department of Commerce and Consumer Affairs, Business Registration Division (BREG).

A "***Certificate of Vendor Compliance***" issued by the Hawaii Compliance Express (HCE) may be substituted for the documentation requirements of item 2a through 2c because it will provide proof of compliance for all three of the above requirements.

Note: If the Applicant is selected for contract award, Proof of Compliance must be valid at the time of contract execution.

3. ***Program Specific Requirements*** - Additional program specific requirements are included in Sections 2 and 3, Service Specifications and the POS Proposal Application, as applicable.

Multiple or alternate proposals shall **not** be accepted from an applicant. If an applicant submits multiple or alternate proposals only the most recent proposal submitted by the submittal deadline will be considered by the DLIR for the evaluation process.

One original and 1 copy of the proposal are required. Any proposal post-marked by the

U.S. Postal Service after 12:00 midnight or received by any other means after **4:30 p.m. Hawaii Standard Time on October 10, 2008**, shall be rejected; there are no exceptions to this requirement. However, the DLIR reserves the right to amend the proposed submittal deadline. Proposals transmitted by FAX or electronic mail or diskettes will **NOT** be accepted. Deliveries by private mail services such as FedEx shall be considered hand deliveries and will not be accepted if received after the designated deadline date and time.

VIII. Discussions with Applicants Prior to, or After Proposal Submittal Deadline

Discussions may be conducted with applicants who submit proposals determined to be reasonably susceptible of being selected for award, but proposals may be accepted without discussions.

IX. Additional Materials and Documentation

Upon request from the DLIR, each applicant shall submit any additional materials and documentation reasonably required by the DLIR in its evaluation of the proposals.

X. RFP Amendments

The DLIR reserves the right to amend this RFP at any time prior to the contract award.

XI. Cancellation of Request for Proposal

The request for proposal may be canceled and any or all proposals may be rejected in whole or in part, when the DLIR determines it to be in the best interests of the DLIR.

XII. Costs for Proposal Preparation

Costs incurred by the applicant in preparing or submitting a proposal is the applicants' sole responsibility.

XIII. Rejection of Proposals

The DLIR reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the problems involved and comply with the service specifications. The DLIR may reject without further notice applicants that:

1. Fail to cooperate or deal in good faith;
2. Do not have an adequate accounting system;
3. Provide inadequate responses to the RFP;

4. Do not meet qualifying standards as set forth in Hawaii Revised Statutes §383-128 (e) (1) to (3) and (f) (1) to (7); or
5. Submit a proposal that is not responsive;
6. Submit the proposal(s) past the deadline. Proposals must be postmarked by the U.S. Post Office before 12:00 midnight or received by any other means by 4:30 p.m. Hawaii Standard Time on October 10, 2008.
7. Do not meet mandatory requirements specified in Section 2 of this RFP.
8. Have not been doing business in the State of Hawaii for at least one year.

XIV. Opening of Proposals

The DLIR shall date-stamp all proposals, modifications to proposals, and withdrawals of proposals. The DLIR shall hold all documents so received in a secure place. They shall not be examined for evaluation purposes until after the submittal deadline.

All proposals shall be open to public inspection after a contract has been awarded and executed by all parties.

XV. Notice of Award

The DLIR shall provide a Notice of Award containing a statement of findings and decisions to all applicants by mail upon completion of the evaluation of competitive purchase of service proposals.

XVI. Protests

Any applicant may file a protest against the awarding of a contract as long as an original and two copies of the protest are served by United States mail, or by hand-delivery to the Agency Procurement Officer listed in the subsequent paragraph. Protests regarding awards of contracts and related matters that arise in connection with a procurement made under a competitive purchase of services shall be served on the purchasing agency within five working days of the postmark of the notice of findings and decision sent to the protester.

The applicant may protest only if the DLIR fails to follow the procedures, requirements, or evaluation criterion set forth in the Hawaii Administrative Rules § 12-6-1 through 12-6-22.

Head of DLIR Purchasing Agency

Name:	Darwin L.D. Ching
Title:	Director
Mailing Address:	Department of Labor and Industrial Relations 830 Punchbowl Street, Room 321 Honolulu, Hawaii 96813

Business Address: Department of Labor and Industrial Relations
830 Punchbowl Street, Room 321
Honolulu, Hawaii 96813

Agency Procurement Officer

Name: Elaine Young
Title: Administrator
Mailing Address: Department of Labor and Industrial Relations
Workforce Development Division
830 Punchbowl Street, Room 329
Honolulu, Hawaii 96813

Business Address: Department of Labor and Industrial Relations
Workforce Development Division
830 Punchbowl Street, Room 329
Honolulu, Hawaii 96813

XVII. Availability of Funds

The award of a contract and any allowed renewal or extension thereof, is subject to allotments to be made by the Director of Finance, State of Hawaii, pursuant to Chapter 37, Hawaii Revised Statutes, and subject to the availability of ETF funds.

XVIII. Criteria by Which the Performance of the Contract will be Monitored and Evaluated

The criteria by which the performance of the contract will be monitored and evaluated are: 1) Quality of Services, 2) Management and Administrative Requirements, and 3) Compliance with contract terms (See Section 2 for a more detailed explanation).

XIX. General and Special Conditions of Contract

The general conditions that will be imposed contractually are made a part of this RFP by this reference herein. Special conditions may also be imposed contractually by the DLIR, as deemed necessary.

REQUEST FOR PROPOSALS (RFP)

Training Services for the Employment and Training Fund Program RFP NO. DLIR/WDD 2009-01

SECTION 2

SERVICE SPECIFICATIONS

September 4, 2008

**State of Hawaii
Department of Labor and Industrial Relations
Workforce Development Division
Employment and Training Fund Program
Administrative Office
830 Punchbowl Street, Room 329
Honolulu, Hawaii 96813**

Section 2 Service Specifications

I. General Information

A. Background

ETF's purpose is to assist employers and workers by providing them with opportunities such as: business-specific training, upgrade training, new occupational skills, and management skills. ETF funds are generated by an employer assessment based on unemployment insurance contributions.

Employers and workers may access ETF training opportunities at any of the following WDD Branch Offices listed below:

Hawaii:

WDD, Hawaii Branch, consists of the following two local offices and a satellite office: The Hilo Local Office, located at 1990 Kinoole Street, Room 102, which serves residents of East Hawaii; the Kona Local Office, 74-5565 Luhia Street, Building C, Bay 4 which is situated in the Kona industrial area, serves West Hawaii residents; and the satellite office, located in Honokaa, serves the Hamakua population.

Maui:

WDD, Maui Branch, consists of two local offices: The Wailuku Local Office, 2062 Wells Street, Room 108, which serves all residents in the County of Maui, and the Kaunakakai Office, 55 Makaena Street, which serves Molokai residents.

Oahu:

WDD, Oahu Branch, consists of one local office serving all residents in the County of Oahu and is located in downtown Honolulu at the Princess Ruth Keelikolani Building, 830 Punchbowl Street, Room 112.

Kauai:

WDD, Kauai Branch, consists of one local office serving all residents in the County of Kauai and is located at 3100 Kuhio Highway, Room C-9.

B. Purpose

The purpose of this RFP is to procure various types of training services from vendors to train participants in each county for the period of January 3, 2009 to January 2, 2010.

During this period, public vendors such as the University of Hawaii and State Department of Education and private vendors will offer potential trainees more choices to meet individual needs. This RFP is intended to result in a list of training services that *in total* provides in each area a comprehensive array of courses that are high-quality, conveniently located, reasonably priced, reliable, and effective.

The needs and skills of individual participants will vary; therefore, even the approximate number of participants to attend any particular training course cannot be predetermined or guaranteed. The ETF counselor and the employer will decide on what training is to be undertaken. They will base their decisions on company training needs, class schedule(s), course content, location, and market price in accordance with ETF program policies and procedures.

The number of contracts awarded will depend on what training provides the optimal choices for a particular area as determined by the DLIR. Applicants who are awarded a contract are hereinafter referred to as "vendors."

C. Description of the Goal of the Service

The goal for the services being procured is to provide and/or to enhance the occupational knowledge and skills of incumbent workers and other individuals eligible for ETF-funded training services.

D. Description of the Target Population to be Served

Eligible participants include incumbent workers and/or unemployed individuals who are not eligible for any other federal, state and/or county funding.

Government employees are not considered eligible participants. Pursuant to HRS §383-128 (b) ETF may fund:

1. Business-specific training programs to create a more diversified job base and to carry out the purposes of the new industry training program pursuant to section 394-8;
2. Industry or employer specific training programs where there are critical skill shortages in high growth occupational or industry areas;
3. Training and retraining programs to assist workers who have become recently unemployed or likely to be unemployed;
4. Programs to assist residents who do not otherwise qualify for federal or State job training programs to overcome employment barriers; and
5. Training programs to provide job-specific skills for individuals in need of assistance to improve career employment prospects.

E. Geographic Coverage of Service

Services and activities being procured shall be provided on any one or more of the following Counties:

Hawaii County
 Maui County, including Lanai and Molokai
 City & County of Honolulu
 Kauai County

More points will be given to vendors who offer training in more sites within a county.

F. Funding Amounts/Source of Availability/Period of Availability

Every contract awarded will at all times, be subject to the availability of ETF funds, and may be terminated without liability being assigned to either the DLIR or the Vendor for any adverse impact resulting from the termination in the event that funds are not appropriated or available.

The DLIR reserves the right to determine the funding level for each Vendor based on the most effective use of funds as determined by the DLIR. There is *no guarantee* that *ANY minimum amounts* will be expended because individual training needs cannot be pre-determined.

Contracts to be awarded as a result of this RFP may be extended for periods of one month to 24 months as mutually agreed upon by the DLIR and the Vendor. The total period of extensions shall not exceed 24 months. Any extension(s) of the time of performance of the Contract under this RFP shall be executed in a timely manner as may be reasonable and by written amendment to the Contract. Contract extensions will be based upon the availability of funds, the status of the ETF program, and the Vendor's performance, which includes, but is not limited to, the ETF participants' satisfaction with the training, the number of course cancellations, prompt submittal of invoices, employer referral reports, and compliance with the terms and conditions of the contract.

II. General Requirements**A. Qualifications and Requirements:**

1. Vendor must be doing business in the State of Hawaii for at least one year and have at least one year's experience with the project or in the program area for which the request or proposal is being made.
2. Vendor shall not use ETF funds under this RFP for purposes of entertainment or perquisites.
3. Vendor currently shall not be debarred from receiving any federal, State,

4. Vendor currently shall not be under investigation or litigation by any federal, State, or county agency.
5. Vendor shall not be delinquent on federal or State tax payments.
6. Vendor shall hold all licenses, certificates, permits and accreditations required under applicable federal, state, and county laws, ordinances, codes and rules to provide the training services being offered, including good business standing with the State Department of Commerce and Consumer Affairs, Business Registration Division.
7. Vendor shall comply with Hawaii Labor Law requirements of §3-122-112, Hawaii Administrative Rules.
8. Vendor shall provide course catalogues or syllabuses describing course objective, course content, duration, schedule, training site, price of tuition, and, if applicable, any prerequisites.
9. Vendor, if selected to be a Vendor as a result of this RFP, shall provide courses pre-approved by DLIR, from its course catalogue. If applicant is selected to provide certification exams, applicant shall provide those exams. In addition, if the applicant is selected to be a training Vendor, the Vendor may, at option of Vendor and as indicated in this application, and as mutually agreed to by DLIR, provide additional classes that may be needed to meet needs of participants that cannot be met by courses from the vendor list. These additional classes are subject to prior written approval by the DLIR and will be negotiated between DLIR and the Vendor.
10. Vendor shall meet requirements for the training facility, personnel, reporting, training, and other conditions specified in item III, Scope of Work, of this section.
11. Vendor shall obtain, maintain, and keep in force throughout the period of the contract, liability insurance issued by an insurance company in a combined amount of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000), \$2 million aggregate.

B. Secondary Purchaser Participation

(Refer to Section 3-143-608, H.A.R.)

[] Allowed [X] Not allowed

C. Multiple or Alternate Proposals

(Refer to Section 3-143-605, H.A.R.)

Allowed Not allowed

Multiple or alternate proposals from an applicant will not be allowed in this RFP.

D. Single or Multiple contracts to be awarded

(Refer to Section 3-143-206, H.A.R.)

Single Multiple Single & Multiple

More than one contract will be awarded as a result of this RFP.

E. Single or Multi-term contracts to be awarded

(Refer to Section 3-149-302, H.A.R.)

Single term (< 2 years) Multi-term (> 2 years)

Contracts to be awarded as a result of this RFP may be extended for periods of one month to 24 months as mutually agreed upon by the DLIR and the Vendor. The total period of extensions shall not exceed 24 months. Any extension(s) of the time of performance of the Contract or Agreement under this RFP shall be executed in a timely manner as may be reasonable by a written amendment to the Contract. Contract extensions will be based upon the availability of funds, the status of the ETF program, and the Vendor's performance, which includes, but is not limited to, the ETF participants' satisfaction with the training, the number of course cancellations, and prompt submittal of invoices, employer referral reports, and compliance with the terms and conditions of the contract.

F. Relationship between Parties

1. Subcontracts

- a. Vendors who meet the eligibility requirements set forth in item II, A, General Requirements of this Section may be allowed to subcontract its instructional duties or obligations under this RFP and its awarded contract, if (i) the vendor obtains the prior written consent of the DLIR, WDD; (ii) the vendor assumes sole responsibility for the accuracy, completeness, and adequacy of the subcontractor's performance of the terms and conditions set forth in the RFP and its awarded contract; (iii) the vendor submits all of the required information demonstrating the subcontractor's qualifications and credentials as required in the RFP and its awarded contract by the deadline date specified in the RFP or by the dates indicated in Section 2, II G for any modifications to the awarded contract; (iv) the vendor does not employ qualified

instructors to teach the subject matter to be taught by the subcontractor; (v) the vendor assumes sole responsibility and liability for any claim or action by any person who has furnished labor or material to or on behalf of the vendor pursuant to this RFP and awarded contract; (vi) the vendor assumes sole responsibility and liability for any claim or action, brought by any person as a result of the subcontractor's actions or omissions under this RFP; and (vii) the vendor's subcontractor submits to the DLIR, WDD a tax clearance certificate from the Director of Taxation, State of Hawaii, showing that all taxes levied or accrued under State law have been paid.

b. Inspections of services performed.

In the performance of services required under this RFP, the DLIR, WDD shall have the right to inspect work in progress, review records that relate to the awarded contract, and review any Agreement pertaining to the subcontracting of services under this RFP, to determine whether or not the vendor or its subcontractor is in compliance with the awarded contract.

G. Modifications to the awarded contract

The vendor shall obtain prior written approval from DLIR, WDD whenever any modifications are made to the awarded contract under this RFP (i.e. new instructors are added, course titles are changed pursuant to the manufacturer's changes, new courses are added within approved programs, or upgrades to software are made); the vendor's proposed tuition prices (price per unit) shall remain constant throughout the term of the Agreement unless there is a reduction in the price per unit. A written justification and request for approval shall be submitted to the DLIR, WDD no less than 20 State working days prior to the start of a calendar quarter.

H. RFP Contact Person

The individual listed below is the sole point of contact from the date of release of this RFP until the selection of qualified and approved vendors has been made. Written questions will be accepted only if submitted in writing to the RFP Contact Person and received on or before the day and time specified in this RFP.

Contact Person: Tricia Malloy, ETF Program Specialist
Telephone Number: 586-8818 **Fax Number:** 586-8822
Address: 830 Punchbowl St., Room 329
Honolulu, Hawaii 96813

III. Scope of Work

A. Background

The purpose of this RFP is to compile a list of approved qualified training vendors for ETF-funded training. Under ETF's Employer Referral Program, employers can refer their employees to existing short-term, non-credit training courses. Under this RFP, applicants should provide an accurate list of the program areas and course titles to be offered (*see examples listed below in section B*) and it should be outlined in the Matrix of Training Courses in section 3. Applicants are encouraged to become familiar with program policies and guidelines that govern ETF (See Section 5, Attachment VI, Special Conditions).

B. Services Being Procured

1. Program Areas: (underscored)

General Skills, which may include:

- a. Basic Office Skills
- b. Ten Key Calculator
- c. Keyboarding/Typing
- d. Other General Skills

Business/Managerial, which may include:

- a. Accounting/Bookkeeping
- b. Banking/Payroll Processing
- c. Business Development
- d. Business Letter Writing
- e. Facility Maintenance
- f. Project Management
- g. Supervisory Skills
- h. Other Business/Managerial

Computer Related, which may include:

- a. Basic Computer Application Courses
- b. Internet/Webpage
- c. Intermediate/Advance Computer Courses
- d. Technical Courses
- e. Computer Assisted Design (CAD)
- f. Computer Graphics
- g. Local Area Networking/Administration
- h. Desktop Publishing
- i. Other Computer Related

Language, which may include:

- a. English as a Second Language
- b. Japanese/Other Asian Languages

c. Other

Health Industry Training, which may include:

- a. Sanitation
- b. Medical Terminology
- c. Nurses Aide Training
- d. Medical Procedure Coding
- e. Medical Billing
- f. Other Health Industry

Travel Industry Training, which may include:

- a. Hotel Management
- b. Tour Guide
- c. Other Travel Industry

Soft Training, which may include:

- a. Communication Skills
- b. Customer Service Excellence
- c. Entrepreneurship
- d. Human Resource Management
- e. Interpersonal Skills
- f. Public Relations
- g. Total Quality Management (TQM)
- h. Team Building
- i. Stress Management
- j. Other Soft Training

Construction Industry Training, which may include:

- a. Basic Construction Skills Training
- b. Journey Worker Upgrade Skills Training
- c. Budget Management
- d. Cost Estimation
- e. Planning and Scheduling
- f. Other Construction Industry

Maintenance and Repair, which may include:

- a. Electrical
- b. Electronic
- c. Computer
- d. Mechanical/Automotive
- e. Building Maintenance

- f. Air Conditioning
- g. Security systems
- h. Welding/Cutting
- i. Other Maintenance Repair

Transportation/Vehicle Operation, which may include:

- a. Commercial Drivers License
- b. Other Transportation/Vehicle Operators

Agriculture/Landscaping, which may include:

- a. Greens Keeping (Turf Grass)
- b. Other Agriculture/Landscaping

Human Services, which may include:

- a. Early Childhood Education
- b. Other Human Services

Food Industry/Service, which may include:

- a. Safe Food Handling
- b. Culinary Arts
- c. Restaurant/Bar Management
- d. Other Food Industry/Service

All courses shall be advertised from the Vendor's course catalogue or syllabus and shall be available to the public for enrollment.

2. Optional Exams

For specialized courses, the Vendor may provide the required examination that results in nationally or State recognized certification (e.g. Certified Nurses Assistant or Microsoft Office User Specialist). The certification exam may be offered separately or as part of a comprehensive curriculum. See Section 5, Attachment VI, Special Conditions, item #11, if applicable.

3. Additional Classes

The DLIR may elect to provide additional classes outside of those listed in the Vendor's approved Matrix of Training Courses to meet participant needs. These needs may require that additional classes be provided during a specified period of time, at a specific site, with modifications to curriculum, or to meet other needs that may be identified.

Detailed arrangements and specific prices for providing the additional

classes will be negotiated between the DLIR and the Vendor at the time that the need is identified. If arrangements for these additional classes cannot be agreed upon to the mutual satisfaction of both parties in the time required, the Vendor is not obligated to provide these additional classes and the DLIR may solicit other Vendors who are not on the Vendor list to provide these classes.

4. Training Facilities

The applicant's training facility for each class shall be conducive to learning. The room temperature of each training facility shall be comfortable and, if necessary, air-conditioned to maintain a suitable learning environment.

Equipment and software shall be up-to-date and shall have the capacity to provide the training required. Participants with special needs and requirements shall be accommodated in accordance with the federal Americans with Disabilities Act (ADA). Each training facility shall comply with all laws, ordinances, codes, rules, and regulations of the federal, State, and local governments.

Parking shall be available to students and located in close proximity to the training facility. Individuals with disabilities shall be afforded parking that conforms to ADA.

Potential training facility sites used under this RFP must be identified by the applicant prior to the contract award. After the contract award, any additional sites not listed in the award must first have prior written approval by the DLIR.

5. Instructional Materials

Vendor shall give to each student a manual or other set of instructional materials for each course. The materials used in class shall be appropriate for the class and useful as a reference during and after the class. All instructional materials including publications, manuals, handouts, and computer disks, shall be revised as needed to reflect changes in course content and curriculum.

The DLIR reserves the right to review and comment on the Vendor's course materials. Upon review, the DLIR may request the Vendor to modify the training course content, class size, and/or facility, as it deems appropriate. Modifications in response to such requests shall be made upon the mutual agreement of both parties within a reasonable period of time. If the parties are unable to agree on the modifications, DLIR is not obligated to refer an ETF participant to that course and/or the DLIR will inform the ETF participant that course content and/or facility and/or equipment may be outdated.

6. Class Size

The class size should be reasonable and appropriate to an optimal learning environment. The State reserves the right to deny any ETF participant referrals if it determines that the student-teacher ratio is too high (see Section 5, Attachment VI, Special Conditions, item # 7).

7. Registrations and CancellationsRegistration

Vendor must provide written confirmation of enrollment in a format designated by DLIR before an ETF participant attends class. Deadlines for registration in a course should be at least ten (10) State working days prior to the start of a class; any additional registrations will be made upon mutual consent of Vendor and DLIR.

8. Cancellations, Postponements, or Withdrawals

The DLIR will not be liable for tuition if the Vendor cancels or postpones classes. The Vendor shall notify the Employer and each ETF participant and the ETF counselor at least two (2) State working days prior to the start date of the cancelled or postponed class and shall fax confirmation of the communications to the ETF counselor who registered the ETF participant. The fax confirmation shall contain the following information:

- a. The names of each ETF participant contacted;
- b. The time and date that each ETF participant was notified by Vendor;
- c. The method of communications used to notify each ETF participant of the canceled or postponed course (e.g. telephone or email); and
- d. The date and time Vendor notified the ETF counselor of canceled or postponed course.

Vendor may reschedule a postponed class, provided the DLIR has been informed of the rescheduled class dates. Requests to reschedule shall be made in a format designated by DLIR.

The DLIR and/or the ETF participant may make withdrawal requests to Vendor by phone, fax, or mail (postmarked) 2 days before the course begins. However, the Vendor shall allow the DLIR to replace withdrawals at any time prior to the start date of the class with a substitute ETF participant prior to the start date of a course without any additional cost to the DLIR. Deadlines for student withdrawals in a course shall be at least two (2) State working days prior to the start of a class. Vendor shall not charge the DLIR for payment if a withdrawal is within the time specified

for withdrawals. The Vendor must notify the DLIR in writing of an ETF participant's non-attendance (no-shows) within 48 hours after the start date of the missed class; failure to do so may result in nonpayment by DLIR. When submitting invoice(s) and attendance sheets to DLIR, the Vendor must also notify the ETF counselor if any ETF participant drops out of class.

The Vendor is responsible for documenting and reporting all ETF registrations, tuition paid by the individual employer or employee, cancellations, withdrawals, and no-shows of ETF participants and the reports must be sent to DLIR before submitting the respective invoice. This information shall be documented using Microsoft Excel in a format designated by DLIR and can be electronically sent to etf@dlir.state.hi.us. If the vendor does not have access to the Microsoft Excel software application, then a hard copy of the spreadsheet shall be mailed.

The Vendor shall accept payment by credit card issued by the DLIR to process approved registrations, if they have a pre-existing merchant services account in place. If the Vendor wishes not to accept payment by credit card, a formal letter requesting a waiver to be exempted from this requirement shall be submitted. If the Vendor does not have an existing merchant services account in place, payment by purchase orders shall be accepted.

The Vendor shall give the DLIR a written notification of classes that are deleted from the course catalogue.

Only those courses, which have been pre-approved by DLIR may be provided by the Vendor to ETF participants.

9. Consultation with Vendor

Vendor shall be available within a reasonable time to consult with ETF counselors upon request.

C. Management and Administrative Requirements

1. Personnel

- a. The Vendor shall employ or have under contract persons who are qualified to perform the work requested in this RFP.
- b. The Vendor shall ensure that only personnel who possess at least one (1) year full-time experience in teaching courses being offered or who are certified or have a degree in the subject area being taught are used as instructors. The Vendor is required to send

resumes to WDD of any instructor that is hired after the execution of the contract.

- c. The Vendor also shall ensure that instructors shall have proficiency in using the software and hardware and/or repair in which courses are being taught.
- d. The Vendor is also responsible for having qualified fiscal staff and other administrative staff to properly account for all funds received and to insure the training is being provided in a proper and satisfactory manner and in compliance with all requirements of the contract awarded.

2. Administrative Requirements

a. Billing and Collection

Requests for Payments and Collection

Pursuant to Section 383-128, Hawaii Revised Statutes, employers are required to contribute 50 per cent of the ETF assistance provided by DLIR for training. ETF's assistance has a tuition cap not to exceed \$500 per course (or price per unit), tax inclusive; therefore the DLIR will pay up to, but not exceed, \$250 per course; if applicable, tax inclusive. The vendor shall be responsible for collecting directly from the employer the other 50 per cent of the training assistance and any balance thereof that exceeds the \$500 cap, including tax, without liability to the DLIR. The method of payment for the employer's share of the assistance must be paid to vendor in the form of a company check or company credit card; cash and in-kind contributions are not allowed.

The Vendor is responsible for the prompt billing and collection of DLIR payments. All invoices are due to the DLIR within 45 days from the completion date of the class attended by the ETF participant. The DLIR reserves the right to suspend or terminate services for noncompliance of the 45-day requirement. A written notice shall be sent to the Vendor ten (10) working days prior to the suspension or termination date in accord with the termination rights stated in item # 4.2 of the General Conditions (see Section 5, Attachment V). Notwithstanding the aforesaid, no claim by the Vendor shall be allowed for delinquent invoices received by the DLIR 90 calendar days after the completion date of class.

Notwithstanding the provisions set forth in III, B. item # 8 of this Section, the Vendor shall submit an original and three (3) copies of the invoice to the WDD local office address where the ETF participant registered for training. The invoice shall include the

applicable purchase order number, the name of the ETF counselor who registered the participant, the name of the company served, and the names of each ETF participant. The invoice should also include the course title and number (if applicable), start and end date of each class, and tuition cost breakdown. Payment from DLIR shall not be made to Vendor until after the employer has paid their 50 per cent share of the ETF assistance and the respective *ETF Employer Referral Report* has been submitted to DLIR with the Vendor's invoice.

b. Commonly Accepted Accounting Procedures

The Vendor shall apply commonly acceptable accounting procedures, standards, and practices which are acceptable to the DLIR and shall maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect expenditures of any nature related to the Vendors' performance. As a condition of the contract, the Vendor may be required to participate in a post-award survey that may be conducted by the DLIR to demonstrate that it has the necessary accounting and financial management systems in place. The books, records, and documents shall be subject at all reasonable times to inspection, reviews or audits by the DLIR, State Department of Budget and Finance, State Department of Accounting and General Services, State Legislators, and Legislative Auditor.

c. Records Retention

The Vendor shall retain documents, papers, books, records and other evidence which are pertinent to this agreement for a period of at least three (3) years from the date of final payment or the date of the resolution of any findings identified through audit, monitoring, reports, or other means, whichever occurs later.

d. Confidentiality

Procedures must be established and implemented to ensure client data is secured and made available only to appropriate personnel and organizations.

e. Non-Discrimination Requirements

The Vendor shall comply with all applicable federal and State laws prohibiting discrimination against any person on the grounds of race, color, national origin, religion, creed, sex, age, sexual orientation, marital status, disability, or arrest and court records.

f. Advertising/Promotional Activities

The Vendor shall obtain prior written approval from the DLIR whenever the Vendor will identify or refer to the DLIR, ETF, or its employees, or its participants, in any advertising and other promotional activities. The DLIR reserves the right to terminate a contract with a Vendor if Vendor does not accurately represent or comply with the DLIR ETF policies, procedures, guidelines, laws, and rules.

g. Other Requirements

The Vendor will be required to comply with a number of administrative requirements, which are standard for all purchase of service contracts. A copy of the standard general conditions for contracts is provided in Section 5 of the RFP. However, not all of the provisions stipulated in the general conditions section attached to this RFP may apply. In the event that there is a conflict, the terms set forth in this RFP and Special Conditions of the contract awarded shall control.

3. Demonstrated Performance

The applicant must provide information on past performance, which demonstrates its ability to provide the training being offered. This information should, at a minimum, contain the following information for at least a 12-month period:

- Number of persons registered for courses;
- Number of ETF participants, if applicable, who completed courses;
- Type of courses offered;
- Percent of trainees who completed specialized courses and became certified;
- Names of instructors used and their qualifications;
- References of companies served that the DLIR may contact; and
- Period for which information is being reported.

4. Quality Assurance and Evaluation Specifications

a. Monitoring

The DLIR reserves the right to monitor any training course provided by the Vendor any time an ETF participant is enrolled.

The Vendor shall be responsible for the following:

- Recording all payments made by the employer or employee referred by ETF to Vendor;
- Overall compliance with contract terms;
- High quality of training; and
- Sound administrative practices.

b. Evaluation

- The Vendor shall have each trainee complete a written course evaluation of the instructor as well as the course content and delivery immediately after the completion of a course. Vendor shall keep these evaluations for the DLIR upon request.

5. Reporting

- a. The Vendor is responsible to fax a report to the appropriate ETF counselor of an ETF participant's failure to attend a scheduled class within 48 hours of the start time of that class.
- b. Notwithstanding the terms set forth for no-shows (see Section 2, III B, item 8), the Vendor shall keep daily attendance records (sign-in sheets) of ETF participants and submit it with the Vendor's invoice to the address noted on the participants' registration form within 45 days from the completion of the course to the attention of the ETF counselor that assisted in the registration process.
- c. The Vendor shall submit to DLIR the *ETF Employer Referral Report* (ERR) with the respective invoice or email it directly to etf@dlir.state.hi.us prior to invoicing the DLIR ETF; a Microsoft Excel spreadsheet under the Windows operating system is the format used for this report and can be transmitted electronically; otherwise, hard copies are acceptable):
- (1) Identifying the names of all employers and employees referred by ETF to Vendor;
 - (2) The course title, start and end date;
 - (3) Method and date of payments made by the employer (i.e. employer's check number and amount paid or if payment is made by company credit card, then credit card brand or type, transaction number, and amount paid, which reflect the amount of the employer's share of the ETF assistance;
 - (4) Vendor's tuition cost breakdown (i.e. vendor's tuition rate, employer's cost, and DLIR's cost; if applicable, tax inclusive); and
 - (5) Names of ETF participants that did not show up for class, cancelled, withdrew, or dropped out.

6. Pricing Methodology to be Used

Tuition (price per unit) shall be the method of pricing services being procured by the DLIR. Notwithstanding the terms and conditions set forth in III, C, 2(a) of this Section, the total price of tuition for each course or unit should be set forth in the Matrix of Training Courses of this RFP; the DLIR will provide only 50 per cent (if applicable, tax inclusive) of the allowable ETF assistance to vendor (see III, C, 2a of this Section). The DLIR, in its sole discretion, will compare the Vendor's courses and tuition prices that were previously procured under RFP DLIR/WDD 2007-01 to determine if the price is reasonable; the DLIR will not approve of courses that have been divided or parceled so as to constitute a smaller purchase. Tuition for each DLIR approved course shall not include the cost of books, tools, equipment, and auxiliary and support services; payment for these materials and services shall be made by the ETF participant or their employer.

The tuition prices shall be reasonable for the type of course being offered as compared to other similar courses provided in the State of Hawaii. The price of tuition shall be provided in the catalogue or syllabus. More points will be given to Applicants who provide a price that is discounted from the published price for tuition.

7. Units of Service

Units of service consist of each ETF participant enrolled by the DLIR for each course offered in the Vendor's Matrix of Training Courses.

REQUEST FOR PROPOSALS (RFP)

**Training Services for the
Employment and Training Fund Program
RFP NO. DLIR/WDD 2009-01**

SECTION 3

POS PROPOSAL APPLICATION

September 4, 2009

**State of Hawaii
Department of Labor and Industrial Relations
Workforce Development Division
Employment and Training Fund Program
Administrative Office
830 Punchbowl Street, Room 329
Honolulu, Hawaii 96813**

Section 3 POS Proposal Application

General instructions for completing applications:

The POS Proposal Application shall be submitted to the DLIR, WDD using the prescribed format outlined in this section.

The numerical outline for the application, the titles/subtitles, and the Applicant's organization and RFP identification information on the top right hand corner of each page should be retained. However, the instructions for each section may be omitted.

Page numbering of the POS Proposal Application should be consecutive, beginning with page one and continuing through the complete proposal.

The Proposal may be submitted in a three-ring binder (Optional).

The Applicant must also include a Table of Contents with the POS Proposal Application.

The Applicant must respond to **each** item unless indicated otherwise. Failure to answer any of the items will impact upon an Applicant's score.

The Applicant is encouraged to take Section 4, Proposal Evaluation, into consideration when completing the proposal; and, if applicable,

The POS Proposal Application is comprised of the following sections:

- 1) Title Page
- 2) Table of Contents
- 3) Background and Summary
- 4) Experience and Capability
- 5) Personnel: Project Organization and Staffing
- 6) Service Delivery
- 7) Financial
- 8) Matrix of Training Courses
- 9) Course Catalogue

NOTE: Unless the Applicant is a public institution (i.e. University of Hawaii, its Community Colleges, and the Department of Education), other required documentation such as, either, a current "green stamped" Tax Clearance (Form A-6), Certificate of Good Standing, and Certificate of Compliance (Form LIR#27), or, "Certificate of Vendor Compliance" with Hawaii Compliance Express (HCE) must be submitted with the proposal by the deadline specified otherwise the proposal may be rejected.

Information in brochures, catalogues, or other material should also be attached. References should clearly state the publication, the page number, and section heading.

I. Background and Summary

This section shall clearly describe the contents of the proposal in such a way as to provide the DLIR with a broad understanding of the entire proposal. Include a comprehensive description of the Applicants' organization, length of time in operation, number of employees/instructors, discuss instructor's experience, and the nature of the service activity.

II. Experience and Capability

The Applicant shall demonstrate that it has the necessary skills, abilities, knowledge of, and experience relating to the delivery of the proposed services. The Applicant shall also provide a listing of verifiable experience with projects or contracts for the most recent 12 months that are pertinent to the proposed services. The information should contain, but not be limited to, the following information:

- Number of persons registered for courses;
- Number of registrants who completed courses;
- Types of courses offered;
- A list of references the DLIR may contact;
- Percent of trainees who complete specialized courses that lead to certification;
- Period for which information is being reported.

III. Personnel: Project Organization and Staffing

A. Proposed Staffing

The Applicant shall describe the proposed staffing pattern, instructor/student ratio and proposed capacity appropriate for the viability of the services. (Refer to the personnel requirements in Section 2, item III C, of the Service Specifications, as applicable.)

B. Staff Qualifications

The Applicant shall provide the minimum qualifications for instructors and include resumes and certifications for current instructors and staff.

C. Supervision and Training

The Applicant shall describe its ability to supervise, train and provide administrative direction to instructors.

D. Organization Chart

The chart shall reflect the position of each staff and line of responsibility/supervision. (Include position title, name and full time equivalency).

IV. Service Delivery

A. Training Services

1. Catalog Courses

- a. For EACH geographical location in which training is offered, identify the types of program areas and courses offered by completing the Matrix of Training Courses provided at the end of this section. Applicants who have provided ETF training under Agreement #2007-01 and have made modifications to any courses listed in their existing Training Matrix should note the changes in the new matrix format provided at the end of this section.
- b. Provide a description and prerequisites (if applicable) of each course.
- c. Describe how these courses are advertised and how courses are made available to the general public for enrollment. This may be addressed by referencing information in brochures, catalogues, or other material that should be attached. References should clearly state the publication, the page number, and section heading.

2. Examinations

- a. Indicate whether examinations for specialized courses that lead to national or State certification will be offered.
- b. If yes, identify the certification examinations and the type of State or nationally recognized certification that may be obtained. Also identify whether examinations are offered separately or as part of a comprehensive curriculum.

3. Additional Classes

State whether or not you would be willing to offer additional classes outside of those listed in the course catalogue or syllabus.

4. Training Facilities

- a. Identify the location of all potential training facilities to be used during the time of performance and describe how they are conducive to optimum learning. Describe how the facilities meet ADA requirements.
- b. Describe how each facility is equipped with the capacity to provide the training required. If personal computers are used, describe the version of software, their processor speed and Random Access Memory (RAM). Also, describe the types of supplies and equipment that are afforded to each student and how they meet federal, state, and local health and safety standards.
- c. Explain what steps are taken to ensure that training will accommodate trainees with disabilities.
- d. Describe parking accommodations available and/or afforded to the students. The description shall include location of parking facility, distance from training site, and cost, as applicable. Describe how they comply with ADA requirements.

5. Instructional Materials.

- a. Identify instructional materials to be afforded to each student.
- b. Describe frequency for updating instructional materials to reflect changes in course content and curriculum.
- c. Describe process for modifying training course content and/or facility to conform to changes in industry standards.

6. Class Size

Describe the instructor/student ratio and how the class is conducive to optimum learning (i.e. air conditioned, student hand-outs, PowerPoint presentations, audible devices, etc.).

7. Registrations and Cancellations

State whether or not Applicant agrees with the terms and conditions set forth in Section 2 of this RFP.

B. Management and Administrative Requirements

1. Personnel

- a. Describe the position descriptions and qualifications of the personnel to be used to instruct students in each course offered and how often these instructors are supervised or evaluated by qualified personnel.
- b. Describe the process to ensure that instructors possess one (1) year full-time experience in teaching courses being offered (See Section 2, III C, item 1-b).
- c. Describe the process to ensure that instructors are proficient in the subjects being taught.
- d. Describe the process to ensure that for the specialized courses that lead to certification, instructors have current certification/license.
- e. Describe the process used to ensure that there is qualified fiscal staff and other administrative staff to properly account for all funds received and insure the sound administration of the training.

2. Administrative Requirements

Describe the system that will be used to confirm whether the participant who registered for a class actually attended the class.

3. Commonly Accepted Accounting Procedures

Describe what process is in place to ensure that commonly acceptable accounting procedures, standards, and practices, which are acceptable to the DLIR, are applied.

4. Records Retention

Describe process to retain documents, papers, books, records and other evidence which are pertinent to the contract awarded for a period of three (3) years from the date of final payment, or the date of the resolution of any findings, whichever occurs later.

5. Confidentiality

Describe the procedures that will be used to ensure client data is secured and made available only to appropriate personnel and organizations.

6. Advertising/Promotional Activities

State whether or not Applicant agrees with the terms and conditions set forth in Section 2, III, C, item 2-f, of this RFP.

7. Non-Discrimination Requirements

Describe process for complying with all applicable federal and state laws prohibiting discrimination against any person participating in the training activity funded by the DLIR on the grounds of race, color, national origin, religion, creed, sex, age, sexual orientation, marital status, handicap, or arrest and court records.

8. Quality Assurance and Evaluation Specifications

a. Monitoring

Describe the process for monitoring the quality of training courses, ensuring the overall compliance with contract terms, and ensuring that sound administrative practices are used.

b. Evaluation

- Describe process for obtaining and maintaining written course evaluations from trainees.
- Describe how this information is used.

9. Outcomes and Performance Measurements

Describe process for ensuring that minimum performance measurements are met.

V. Financial

A. Pricing Structure

Vendors shall provide tuition amounts for each course, including discounts (if any) and amount of tax, if applicable, to the DLIR, in the Matrix of Training Courses in section 3 of this RFP (see also Section 2, III C6).

B. Method of Payment

Vendors shall state whether or not a pre-existing merchant services account is in place and what method of payment (credit card or purchase order) is preferred. If, however, the Vendor has a merchant services account in place but still prefers to receive payment by purchase order, then the Vendor shall submit a formal letter requesting a waiver to be exempted from this requirement.

C. Other Financial Related Materials

To determine the adequacy of the Applicant's accounting system, the following documents must be submitted as part of the POS Proposal Application by the deadline date specified:

1. Summary Report of the last financial audit conducted of the organization, including any findings and recommendations made by the auditor.
2. Tax Clearance Certificate for both federal and state taxes.
A Tax Clearance Application (Form A-6, Rev. 2006) can be obtained from DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX website: http://www.hawaii.gov/tax/a1_1alphalist.htm

DOTAX Forms by Fax/Mail: (808) 587-7572
1-800-222-7572

3. Documentation of liability insurance policy, which provides coverage of at least \$1,000,000 for each occurrence, \$2,000,000 aggregate, which will be in effect for the duration of the proposed services.

VI. Other

A. Litigation or Investigation

The Applicant shall disclose any pending litigation, to which they are a party, including the disclosure of any outstanding judgment. If applicable, please explain. Also disclose any investigation by a federal, state, or county agency.

B. Certificate of Good Standing

The Applicant shall be required to submit a Certificate of Good Standing issued by the Hawaii State Department of Commerce and Consumer Affairs, Business Registration Division (BREG) along with the federal tax identification number.

Online business registration and certificate information are available at www.businessregistrations.com. To register and/or request a certificate by phone, call (808) 586-2727 (M-F 7:45 a.m. to 4:30 p.m. HST)

C. Certificate of Compliance with Section 3-122-112, Hawaii Administrative Rules (H.A.R.)

The Applicant shall be required to submit a Certificate of Compliance issued by the Hawaii State Department of Labor and Industrial Relations (Form LIR#27).

An Application for Certificate of Compliance with Section 3-122-112, HAR, Form LIR#27 is available online at <http://hawaii.gov/labor/forms/DCD-LIR27.pdf> or a hard copy of the form can be obtained at Unemployment Insurance Division and Disability Compensation Division offices in Honolulu and all neighbor island DLIR District Offices.

D. Hawaii Compliance Express “Certificate of Vendor Compliance”

Hawaii Compliance Express (HCE), will expedite an applicant’s ability to furnish proof of compliance with the requirements to receive a contract with State and county government entities in Hawaii.

The HCE provides an online “Certificate of Vendor Compliance” for the applicant which can be accessed by government purchasing officials for their consideration anytime during the bid evaluation process.

Applicants will need to provide a Taxpayer Identification Number (FEIN or SSN), Hawaii Tax ID#, Unemployment Insurance Identification number (UI ID#), if applicable, and a valid credit card for the \$12 annual registration fee to complete the transaction.

A “Certificate of Vendor Compliance” will allow the applicant to obtain all three of the following requirements: 1) Certificate of Good Standing issued by the State of Hawaii Department of Commerce and Consumer Affairs, Business Registration Division; 2) DLIR Application for Certificate of Compliance with Section 3-122-112, H.A.R., Form LIR#27; and 3) Tax Clearance Certificate (Form A-6) issued by the Hawaii State Department of taxation (DOTAX) and the Internal Revenue Service (IRS) at: <http://vendors.ehawaii.gov/hce/splash/welcome.html>.

E. License or Accreditation

The Applicant shall be accredited or licensed as follows and shall provide a copy showing evidence of accreditation or licensure:

1. Post Secondary degree-granting schools shall be accredited by an accreditation body recognized by the U.S. Department of Education;

2. Professional or Vocation licensing schools shall be registered as a school with the appropriate board under the State Department of Commerce and Consumer Affairs; or
3. Private schools that do not meet criteria described in items 2a and 2b above shall be licensed by the State Department of Education (DOE), except as exempted by State statute (see Hawaii Administrative Rules §8-101-2 for a list of exemptions). If applicable, DOE licensure applications will be available at the scheduled RFP Orientation listed in Section 1, item V, of this RFP.

F. Training Matrix (See attached)

MATRIX OF TRAINING COURSES - RFP 2009-01

I. County (check the appropriate box(es))	II. Training Facility Site (if more than one site, complete one matrix per site):																				
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; text-align: center;">Hawaii</td> <td style="width: 50%; text-align: center;">Maui</td> </tr> <tr> <td style="text-align: center;">Oahu</td> <td style="text-align: center;">Kauai</td> </tr> </table>	Hawaii	Maui	Oahu	Kauai	Address _____ _____																
Hawaii	Maui																				
Oahu	Kauai																				
III. District areas to be served by Vendor (check the appropriate box)																					
<p>Hawaii:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 12.5%;">Hilo</td> <td style="width: 12.5%;">Kona</td> <td style="width: 12.5%;">Puna</td> <td style="width: 12.5%;">Kau</td> <td style="width: 12.5%;">Waimea</td> <td style="width: 12.5%;">Honokaa</td> <td style="width: 12.5%;">Lapahoehoe</td> </tr> </table> <p>Maui:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33.3%;">Central Maui</td> <td style="width: 33.3%;">West Maui</td> <td style="width: 33.3%;">South Maui</td> </tr> </table> <p>Oahu:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 16.6%;">Leeward Oahu</td> <td style="width: 16.6%;">Central Oahu</td> <td style="width: 16.6%;">Windward Oahu</td> <td style="width: 16.6%;">Honolulu</td> <td style="width: 16.6%;">N. Shore</td> </tr> </table> <p>Kauai:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">Lihue</td> <td style="width: 20%;">Waimea</td> <td style="width: 20%;">Kawaihau</td> <td style="width: 20%;">Hanalei</td> <td style="width: 20%;">Koloa</td> </tr> </table>		Hilo	Kona	Puna	Kau	Waimea	Honokaa	Lapahoehoe	Central Maui	West Maui	South Maui	Leeward Oahu	Central Oahu	Windward Oahu	Honolulu	N. Shore	Lihue	Waimea	Kawaihau	Hanalei	Koloa
Hilo	Kona	Puna	Kau	Waimea	Honokaa	Lapahoehoe															
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Lihue	Waimea	Kawaihau	Hanalei	Koloa																	

* The prices approved by STATE for services performed pursuant to RFP DLIR/WDD 2009-01 shall be fifty-percent (50%) of the cost of ETF assistance listed in the "Total Tuition" column, tax inclusive. However the maximum payment for each unit of service that the STATE will pay shall not exceed \$250; if applicable, tax inclusive. The employer shall pay the other fifty percent (50%) of the cost of ETF assistance, tax inclusive, listed in the "Total Tuition" column and any excess balance that exceeds the assistance directly to the ETF approved training vendor.

IV. Training Activity ENTER Program Area, Course Title, and Description	V. Duration in hours ENTER exact number of hours	VI. Schedule	VII. TUITION PRICE (COST PER UNIT)			VIII. Certification offered? Yes or No (If yes, provide DOE License with RFP proposal)
			ENTER Tuition Price	ENTER State Discount Rate (%) & Cost per unit	ENTER Total Tuition and, if applicable, tax inclusive *	
A. General Skills (Identify program area here)						
a. Basic Office Skills - (Describe course content)	9 hrs.	M W F 2:30pm - 3:30pm	\$150.00	20% discount = \$120	\$120.00 plus \$5.00 tax = \$125.00	No
b. Ten Key Calculator - (Describe course content)						
c. Keyboarding/Typing Keyboarding— Mavis Beacon Program - Introduction to keyboard through both lecture and hands- on instruction. Learn keyboard location, functions, and techniques. Prerequisite: None.						
d. Other General Skills (Specify course)						

Enter published retail price here

SAMPLE

Breakdown the cost of tuition offered to State and, if applicable, 4% tax; the amount shown in bold indicates the total cost proposed to DLIR. The DLIR and the employer's cost of assistance will be divided equally; vendor shall collect any excess costs directly from employer and shall not hold DLIR liable for any uncollected monies. The cost of assistance shall not exceed \$500.00

* The prices approved by STATE for services performed pursuant to RFP DLIR/WDD 2009-01 shall be fifty-percent (50%) of the cost of ETF assistance listed in the "Total Tuition" column, tax inclusive. However the maximum payment for each unit of service that the STATE will pay shall not exceed \$250; if applicable, tax inclusive. The employer shall pay the other fifty percent (50%) of the cost of ETF assistance, tax inclusive, listed in the "Total Tuition" column and any excess balance that exceeds the assistance directly to the ETF approved training vendor.

V. Training Activity (Specify: Program Area, Course Title and Description)	V. Duration in hours	VI. Schedule	VII. Price			VIII. Certification offered? Yes or No
			Tuition Price	STATE Discount Rate (%) & Cost per unit	Total Tuition and if applicable, tax inclusive *	

* The prices approved by STATE for services performed pursuant to RFP DLIR/WDD 2009-01 shall be fifty-percent (50%) of the cost of ETF assistance listed in the "Total Tuition" column, tax inclusive. However the maximum payment for each unit of service that the STATE will pay shall not exceed \$250; if applicable, tax inclusive. The employer shall pay the other fifty percent (50%) of the cost of ETF assistance, tax inclusive, listed in the "Total Tuition" column and any excess balance that exceeds the assistance directly to the ETF approved training vendor.

REQUEST FOR PROPOSALS (RFP)

**Training Services for the
Employment and Training Fund Program
RFP NO. DLIR/WDD 2009-01**

SECTION 4

PROPOSAL EVALUATION

September 4, 2008

**State of Hawaii
Department of Labor and Industrial Relations
Workforce Development Division
Employment and Training Fund Program
Administrative Office
830 Punchbowl Street, Room 329
Honolulu, Hawaii 96813**

Section 4 Proposal Evaluation

I. Introduction

The DLIR Purchasing Agency shall evaluate proposals received in response to this RFP in a comprehensive, fair, and impartial manner. All applicants must meet the mandatory requirements set forth in III A set forth below, in order to qualify for further evaluation of the POS Application.

II. Evaluation Process

The head of the DLIR Purchasing Agency assisted by an evaluation committee of designated reviewers (selected by the head of the DLIR Purchasing Agency) shall review and evaluate all proposals. The evaluation committee will be comprised of individuals with experience in, knowledge of, and responsibility for, program service and financing.

The evaluation will be conducted in three phases as follows:

<u>Evaluation Phases:</u>	<u>PASS(P) or REJECT(R)</u>
1) Mandatory Administrative Requirements	P or R
2) Mandatory POS Proposal Application Packet	P or R
3) Recommendation for Award	P or R

III. Evaluation Criteria

Include completed Application Checklist with POS Application (See Section 5, Attachment II)

A. Mandatory Requirements

1. **Phase I -ALL Mandatory Administrative Requirements - must be submitted, failure to do so will result in a rejected proposal.**

- POS Application Packet (see section 3)
- Certificate of Good Standing with the DCCA, Business Registration Division, Certificate of Compliance with Section 3-122-112, HAR, and Tax Clearance Certificate (original *green stamped*)
- OR-
- "Certificate of Vendor Compliance" through Hawaii Compliance Express (HCE)
- Evidence of accreditation or licensure required under federal, state, or county ordinances, codes and rules to provide training services (if applicable)
- Title Page (must be signed by Authorized Representative)

2. Phase 2 - Mandatory POS Proposal Application Requirements

a. Applicant agrees to abide by the terms and conditions as set forth in Section 2 of this RFP?

- Yes
 No

b. Evaluation of POS Proposal Application (100 Points)

- | | | |
|--------------------------|---|------------------|
| <input type="checkbox"/> | Table of Contents (required) | |
| <input type="checkbox"/> | Background and Summary | 5 points |
| <input type="checkbox"/> | Experience and Capability | 25 points |
| <input type="checkbox"/> | Personnel: Project Organization and Staffing | 10 points |
| <input type="checkbox"/> | Service Delivery including Matrix of Training Courses and Course Catalog/Syllabus | 50 points |
| <input type="checkbox"/> | Financial | <u>10 points</u> |

TOTAL POSSIBLE POINTS **100 Points**

B. Evaluation of POS Proposal Application (100)

1. Background and Summary (5 Points)

- Has the applicant provided a thorough description of the applicant's organization?
- Has the applicant been in business in the State of Hawaii for at least one year and have one year's experience with the services proposed?

2. Experience and Capability (25 Points)

The State will evaluate the applicant's experience and capability relevant to the proposal, which shall include:

- Demonstrated skills, abilities, knowledge of, and experience relating to the delivery of the proposed services.
- Adequacy of training curriculum relative to the proposed services.

3. Personnel: Program Organization and Staffing (10 Points)

The State will evaluate the applicant's overall staffing approach to the service that shall include:

- Minimum qualifications (including experience) for staff assigned to the program.
- Demonstrated ability to provide instructional services.
- Organizational Chart (Staffing of the proposed organization for the overall training activity and tasks).

4. Service Delivery (50 Points)

Evaluation criteria for this section will assess the applicant's course catalog and the Matrix of Training Courses, which is included in the POS Proposal Application. The evaluation criteria will also assess factors such as geographical location, class schedule, course content, and whether tuition costs are reasonable and comparable to tuition prices of comparable courses in the area.

More consideration will be given to applicants who address the following:

- Greater variety of courses;
- More choices in class schedules;
- Convenient location;
- Training offered in more than one geographical area;
- Instructor's experience in working with target groups being served;
- Demonstrated reliability of classes being conducted even with few attendees;
- Frequency of course offerings;
- Establishment of discounted prices for tuition, e.g. 15% discount of catalogue price; and

5. Financial (10 Points)

Reasonableness of tuition price and adequacy of accounting system will be evaluated.

C. Phase 3 - Recommendation for Award

Each notice of award shall contain a statement of findings and decision for the award or non-award of the contract to each applicant.

REQUEST FOR PROPOSALS (RFP)

**Training Services for the
Employment and Training Fund Program
RFP NO. DLIR/WDD 2009-01**

SECTION 5

ATTACHMENTS

September 4, 2008

**State of Hawaii
Department of Labor and Industrial Relations
Workforce Development Division
Employment and Training Fund Program
Administrative Office
830 Punchbowl Street, Room 329
Honolulu, Hawaii 96813**

**GENERAL CONDITIONS FOR HEALTH & HUMAN SERVICES CONTRACTS
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GENERAL CONDITIONS FOR HEALTH & HUMAN SERVICES CONTRACTS

1. Representations and Conditions Precedent

1.1 Contract Subject to the Availability of State and Federal Funds.

1.1.1 State Funds. This Contract is, at all times, subject to the appropriation and allotment of state funds, and may be terminated without liability to either the PROVIDER or the STATE in the event that state funds are not appropriated or available.

1.1.2 Federal Funds. To the extent that this Contract is funded partly or wholly by federal funds, this Contract is subject to the availability of such federal funds. The portion of this Contract that is to be funded federally shall be deemed severable, and such federally funded portion may be terminated without liability to either the PROVIDER or the STATE in the event that federal funds are not available. In any case, this Contract shall not be construed to obligate the STATE to expend state funds to cover any shortfall created by the unavailability of anticipated federal funds.

1.2 Representations of the PROVIDER. As a necessary condition to the formation of this Contract, the PROVIDER makes the representations contained in this paragraph, and the STATE relies upon such representations as a material inducement to entering into this Contract.

1.2.1 Compliance with Laws. As of the date of this Contract, the PROVIDER complies 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 PROVIDER's performance of this Contract.

1.2.2 Licensing and Accreditation. As of the date of this Contract, the PROVIDER holds all licenses and accreditations required under applicable federal, state, and county laws, ordinances, codes, rules, and regulations to provide the Required Services under this Contract.

1.3 Compliance with Laws. The PROVIDER 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 PROVIDER's performance of this Contract, including but not limited to the laws specifically enumerated in this paragraph:

1.3.1 Smoking Policy. The PROVIDER shall implement and maintain a written smoking policy as required by Chapter 328K, Hawaii Revised Statutes, or its successor provision.

1.3.2 Drug Free Workplace. The PROVIDER shall implement and maintain a drug free workplace as required by the Drug Free Workplace Act of 1988.

1.3.3 Persons with Disabilities. The PROVIDER shall implement and maintain all practices, policies, and procedures required by federal, state, or county law, including but not

limited to the Americans with Disabilities Act (42 U.S.C.§12101, et seq.), and the Rehabilitation Act (29 U.S.C.§701, et seq.).

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

1.4 Insurance Requirements. The PROVIDER shall obtain from a company authorized by law to issue such insurance in the State of Hawai'i commercial general liability insurance ("liability insurance") in an amount of at least TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) coverage for bodily injury and property damage resulting from the PROVIDER's performance under this Contract. The PROVIDER shall maintain in effect this liability insurance until the STATE certifies that the PROVIDER's work under the Contract has been completed satisfactorily.

The liability insurance shall be primary and shall cover the insured for all work to be performed under the Contract, including changes, and all work performed incidental thereto or directly or indirectly connected therewith.

A certificate of the liability insurance shall be given to the STATE by the PROVIDER. The certificate shall provide that the STATE and its officers and employees are Additional Insureds. The certificate shall provide that the coverages being certified will not be cancelled or materially changed without giving the STATE at least 30 days prior written notice by registered mail.

Should the "liability insurance" coverages be cancelled before the PROVIDER's work under the Contract is certified by the STATE to have been completed satisfactorily, the PROVIDER shall immediately procure replacement insurance that complies in all respects with the requirements of this section.

Nothing in the insurance requirements of this Contract shall be construed as limiting the extent of PROVIDER's responsibility for payment of damages resulting from its operations under this Contract, including the PROVIDER's separate and independent duty to defend, indemnify, and hold the STATE and its officers and employees harmless pursuant to other provisions of this Contract.

1.5 Notice to Clients. Provided that the term of this Contract is at least one year in duration, within ONE HUNDRED AND EIGHTY (180) days after the effective date of this Contract, the PROVIDER shall create written procedures for the orderly termination of services to any clients receiving the Required Services under this Contract, and for the transition to services supplied by another provider upon termination of this Contract, regardless of the circumstances of such termination. These procedures shall include, at the minimum, timely notice to such clients of the termination of this Contract, and appropriate counseling.

1.6 Reporting Requirements. The PROVIDER shall submit a Final Project Report to the STATE containing the information specified in this Contract if applicable, or otherwise satisfactory to the STATE, documenting the PROVIDER's overall efforts toward meeting the requirements of this

Contract, and listing expenditures actually incurred in the performance of this Contract. The PROVIDER shall return any unexpended funds to the STATE.

- 1.7 Conflicts of Interest. In addition to the Certification provided in the Standards of Conduct Declaration to this Contract, the PROVIDER represents that neither the PROVIDER nor any employee or agent of the PROVIDER, 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 PROVIDER's performance under this Contract.

2. Documents and Files

2.1 Confidentiality of Material.

2.1.1 Proprietary or Confidential Information. All material given to or made available to the PROVIDER by virtue of this Contract that is identified as proprietary or confidential information shall be safeguarded by the PROVIDER and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

2.1.2 Uniform Information Practices Act. All information, data, or other material provided by the PROVIDER to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS, and any other applicable law concerning information practices or confidentiality.

2.2 Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished that is developed, prepared, assembled, or conceived by the PROVIDER pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the PROVIDER pursuant to this Contract.

2.3 Records Retention. The PROVIDER and any subcontractors shall maintain the books and records that relate to the Contract, and any cost or pricing data for three (3) years from the date of final payment under the Contract. In the event that any litigation, claim, investigation, audit, or other action involving the records retained under this provision arises, then such records shall be retained for three (3) years from the date of final payment, or the date of the resolution of the action, whichever occurs later. During the period that records are retained under this section, the PROVIDER and any subcontractors shall allow the STATE free and unrestricted access to such records.

3. Relationship between Parties

3.1 Coordination of Services by the STATE. The STATE shall coordinate the services to be provided by the PROVIDER in order to complete the performance required in the Contract. The PROVIDER shall maintain communications with the STATE at all stages of the PROVIDER's

work, and submit to the STATE for resolution any questions which may arise as to the performance of this Contract.

- 3.2 Subcontracts and Assignments. The PROVIDER may assign or subcontract any of the PROVIDER's duties, obligations, or interests under this Contract, but only if (i) the PROVIDER obtains the prior written consent of the STATE and (ii) the PROVIDER's assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state law against the PROVIDER's assignee or subcontractor have been paid. Additionally, no assignment by the PROVIDER of the PROVIDER's right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawai'i, as provided in section 40-58, HRS.
- 3.3 Change of Name. When the PROVIDER asks to change the name in which it holds this Contract, the STATE, shall, upon receipt of a document acceptable or satisfactory to the STATE indicating such change of name such as an amendment to the PROVIDER's articles of incorporation, enter into an amendment to this Contract with the PROVIDER to effect the change of name. Such amendment to this Contract changing the PROVIDER's name shall specifically indicate that no other terms and conditions of this Contract are thereby changed, unless the change of name amendment is incorporated with a modification or amendment to the Contract under paragraph 4.1 of these General Conditions.
- 3.4 Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
- 3.4.1 Independent Contractor. In the performance of services required under this Contract, the PROVIDER 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 STATE shall have a general right to inspect work in progress to determine whether, in the STATE's opinion, the services are being performed by the PROVIDER in compliance with this Contract.
- 3.4.2 Contracts with Other Individuals and Entities. Unless otherwise provided by special condition, the STATE shall be free to contract with other individuals and entities to provide services similar to those performed by the PROVIDER under this Contract, and the PROVIDER shall be free to contract to provide services to other individuals or entities while under contract with the STATE.
- 3.4.3 PROVIDER's Employees and Agents. The PROVIDER and the PROVIDER's employees and agents are not by reason of this Contract, agents or employees of the State for any purpose. The PROVIDER and the PROVIDER's employees and agents shall not be entitled to claim or receive from the STATE any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees. Unless specifically authorized in writing by the STATE, the PROVIDER and the PROVIDER's employees and agents are not authorized to speak on behalf and no statement or admission made by the PROVIDER or the PROVIDER's employees or

agents shall be attributed to the STATE, unless specifically adopted by the STATE in writing.

- 3.4.4 PROVIDER's Responsibilities. The PROVIDER shall be responsible for the accuracy, completeness, and adequacy of the PROVIDER's performance under this Contract.

Furthermore, the PROVIDER intentionally, voluntarily, and knowingly assumes the sole and entire liability to the PROVIDER's employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the PROVIDER, or the PROVIDER's employees or agents in the course of their employment.

The PROVIDER shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the PROVIDER 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 PROVIDER also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.

The PROVIDER shall obtain a general excise tax license from the Department of Taxation, State of Hawai'i, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The PROVIDER shall obtain a tax clearance certificate from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state law against the PROVIDER have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The PROVIDER shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under section 103-53, HRS, and these General Conditions.

The PROVIDER is responsible for securing all employee-related insurance coverage for the PROVIDER and the PROVIDER'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.

3.5 Personnel Requirements.

- 3.5.1 Personnel. The PROVIDER shall secure, at the PROVIDER's own expense, all personnel required to perform this Contract, unless otherwise provided in this Contract.

- 3.5.2 Requirements. The PROVIDER shall ensure that the PROVIDER'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. Modification and Termination of Contract

4.1 Modifications of Contract.

4.1.1 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 PROVIDER and the STATE.

4.1.2 No Oral Modification. No oral modification, alteration, amendment, change, or extension of any term, provision or condition of this Contract shall be permitted.

4.1.3 Tax Clearance. The STATE may, at its discretion, require the PROVIDER to submit to the STATE, prior to the STATE'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 Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state and federal law against the PROVIDER have been paid.

4.2 Termination in General. This Contract may be terminated in whole or in part for a reduction in funds available to pay the PROVIDER, or when, in its sole discretion, the STATE determines (i) that there has been a change in the conditions upon which the need for the Required Services was based, (ii) that the PROVIDER has failed to provide the Required Services adequately or satisfactorily, or (iii) that other good cause for the whole or partial termination of this Contract exists. Termination under this section shall be made by a written notice sent to the PROVIDER ten (10) working days prior to the termination date that includes a brief statement of the reason for the termination. If the Contract is terminated under this paragraph, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.

4.3 Termination for Necessity or Convenience. If the STATE determines, in its sole discretion, that it is necessary or convenient, this Contract may be terminated in whole or in part at the option of the STATE upon ten (10) working days' written notice to the PROVIDER. If the STATE elects to terminate under this paragraph, the PROVIDER shall be entitled to reasonable payment as determined by the STATE for satisfactory services rendered under this Contract up to the time of termination. If the STATE elects to terminate under this section, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.

4.4 Termination by PROVIDER. The PROVIDER may withdraw from this Contract after obtaining the written consent of the STATE. The STATE, upon the PROVIDER's withdrawal, shall determine whether payment is due to the PROVIDER, and the amount that is due. If the STATE consents to a termination under this paragraph, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.

4.5 STATE's Right of Offset. The STATE may offset against any monies or other obligations that STATE owes to the PROVIDER under this Contract, any amounts owed to the State of Hawai'i by the PROVIDER under this Contract, or any other contract, or pursuant to any law or other obligation owed to the State of Hawai'i by the PROVIDER, including but not limited to the

payment of any taxes or levies of any kind or nature. The STATE shall notify the PROVIDER in writing of any exercise of its right of offset and the nature and amount of such offset. For purposes of this paragraph, amounts owed to the State of Hawai'i shall not include debts or obligations which have been liquidated by contract with the PROVIDER, and that are covered by an installment payment or other settlement plan approved by the State of Hawai'i, provided, however, that the PROVIDER shall be entitled to such exclusion only to the extent that the PROVIDER is current, and in compliance with, and not delinquent on, any payments, obligations, or duties owed to the State of Hawai'i under such payment or other settlement plan.

5. Indemnification

5.1 Indemnification and Defense. The PROVIDER shall defend, indemnify, and hold harmless the State of Hawai'i, the contracting agency, and their officers, employees, and agents from and against any and all liability, loss, damage, cost, expense, including all attorneys' fees, claims, suits, and demands arising out of or in connection with the acts or omissions of the PROVIDER or the PROVIDER'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.

5.2 Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the PROVIDER in connection with this Contract, the PROVIDER shall pay any cost and expense incurred by or imposed on the STATE, including attorneys' fees.

6. Publicity

6.1 Acknowledgment of State Support. The PROVIDER shall, in all news releases, public statements, announcements, broadcasts, posters, programs, computer postings, and other printed, published, or electronically disseminated materials relating to the PROVIDER's performance under this Contract, acknowledge the support by the State of Hawai'i and the purchasing agency.

6.2 PROVIDER's Publicity Not Related to Contract. The PROVIDER shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, or to the services or goods, or both provided under this Contract, in any of the PROVIDER's publicity not related to the PROVIDER's performance under this Contract, including but not limited to commercial advertisements, recruiting materials, and solicitations for charitable donations.

7. Miscellaneous Provisions

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

7.2 Paragraph Headings. The paragraph headings appearing in this Contract have been inserted for the purpose of convenience and ready reference. They shall not be used to define, limit, or extend the scope or intent of the sections to which they pertain.

- 7.3 Antitrust Claims. The STATE and the PROVIDER recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the PROVIDER hereby assigns to the STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.
- 7.4 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 Hawai‘i. 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, Hawai‘i.
- 7.5 Conflict between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the Procurement Rules or a Procurement Directive, the Procurement Rules or any Procurement Directive in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
- 7.6 Entire Contract. This Contract sets forth all of the contracts, conditions, understandings, promises, warranties, and representations between the STATE and the PROVIDER 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 are no contracts, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the PROVIDER other than as set forth or as referred to herein.
- 7.7 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.
- 7.8 Waiver. The failure of the STATE 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 STATE’s right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the Procurement Rules or one section of the Hawai‘i Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE’s rights or the PROVIDER’s obligations under the Procurement Rules or statutes.
- 7.9 Execution in Counterparts. This Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one instrument.

8. Confidentiality of Personal Information

8.1 Definitions.

8.1.1 "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:

- Social security number;
- Driver's license number or Hawaii identification card number; or
- 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.

8.1.2 "Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

8.2 Confidentiality of Material.

8.2.1 All material given to or made available to the PROVIDER by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the PROVIDER and shall not be disclosed without the prior written approval of the STATE.

8.2.2 PROVIDER agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.

8.2.3 PROVIDER agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.

8.2.4 PROVIDER shall report to the STATE in a prompt and complete manner any security breaches involving personal information.

8.2.5 PROVIDER agrees to mitigate, to the extent practicable, any harmful effect that is known to PROVIDER because of a use or disclosure of personal information by PROVIDER in violation of the requirements of this paragraph.

8.2.6 PROVIDER shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by PROVIDER on behalf of the STATE.

8.3 Security Awareness Training and Confidentiality Agreements.

8.3.1 PROVIDER certifies that all of its employees who will have access to the personal information have completed training on security awareness topics relating to protecting personal information.

8.3.2 PROVIDER certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:

8.3.2.1 The personal information collected, used, or maintained by the PROVIDER will be treated as confidential;

8.3.2.2 Access to the personal information will be allowed only as necessary to perform the Contract; and

8.3.2.3 Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

8.4 Termination for Cause. In addition to any other remedies provided for by this Contract, if the STATE learns of a material breach by PROVIDER of this paragraph by PROVIDER, the STATE may at its sole discretion:

8.4.1 Provide an opportunity for the PROVIDER to cure the breach or end the violation; or

8.4.2 Immediately terminate this Contract.

In either instance, the PROVIDER and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

8.5 Records Retention.

8.5.1 Upon any termination of this Contract, PROVIDER shall pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.

8.5.2 The PROVIDER and any subcontractors shall maintain the files, books, and records, that relate to the Contract, including any personal information created or received by the PROVIDER on behalf of the STATE, and any

cost or pricing data, for three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall not be disclosed without the prior written approval of the STATE. After the three (3) year retention period has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS.

REQUEST FOR PROPOSALS (RFP)

**Training Services for the
Employment and Training Fund Program
RFP NO. DLIR/WDD 2009-01**

SECTION 5

ATTACHMENT I

PROPOSAL APPLICATION TITLE PAGE

September 4, 2008

**State of Hawaii
Department of Labor and Industrial Relations
Workforce Development Division
Employment and Training Fund Program
Administrative Office
830 Punchbowl Street, Room 329
Honolulu, Hawaii 96813**

**STATE OF HAWAII
DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
WORKFORCE DEVELOPMENT DIVISION
EMPLOYMENT AND TRAINING FUND
POS PROPOSAL APPLICATION TITLE PAGE
RESPONSE TO RFP#: DLIR/WDD 2009-01**

Check one:

- INITIAL POS PROPOSAL APPLICATION
 FINAL REVISED PROPOSAL (COMPLETED ITEMS ____ - ____ ONLY)

<p>1. APPLICANT INFORMATION</p> <p>LEGAL NAME: _____</p> <p>DBA: _____</p> <p>STREET ADDRESS: _____</p> <p>MAILING ADDRESS: _____</p>	<p>2. CONTACT PERSON FOR MATTERS INVOLVING THIS APPLICATION</p> <p>NAME _____</p> <p>TITLE _____</p> <p>PHONE # _____</p> <p>FAX # _____</p> <p>E-MAIL _____</p>	
<p>3. TYPE OF BUSINESS ENTITY</p> <p><input type="checkbox"/> NON-PROFIT CORPORATION <input type="checkbox"/> FOR PROFIT CORPORATION <input type="checkbox"/> LIMITED LIABILITY COMPANY <input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP</p>	<p>6. COUNTIES TO BE SERVED</p> <p><input type="checkbox"/> HAWAII COUNTY <input type="checkbox"/> MAUI COUNTY <input type="checkbox"/> OAHU COUNTY <input type="checkbox"/> KAUAI COUNTY</p> <p>6A. GEOGRAPHIC AREA(S) TO BE SERVED</p> <p><input type="checkbox"/> EAST HAWAII <input type="checkbox"/> WEST HAWAII <input type="checkbox"/> MAUI <input type="checkbox"/> MOLOKAI <input type="checkbox"/> LANAI <input type="checkbox"/> KAUAI <input type="checkbox"/> LEEWARD OAHU <input type="checkbox"/> CENTRAL OAHU <input type="checkbox"/> WINDWARD OAHU <input type="checkbox"/> HONOLULU</p>	
<p>4. FEDERAL TAX ID #</p> <p>_____</p>	<p>5. STATE GENERAL EXCISE TAX ID #</p> <p>_____</p>	
<p>TYPE NAME AND TITLE OF AUTHORIZED REPRESENTATIVE</p> <p>_____</p>		
<p>_____ AUTHORIZED SIGNATURE</p>	<p>_____ NAME AND TITLE</p>	<p>_____ DATE SIGNED</p>

REQUEST FOR PROPOSALS (RFP)

**Training Services for the
Employment and Training Fund Program
RFP NO. DLIR/WDD 2009-01**

SECTION 5

ATTACHMENT II

COMPETITIVE POS APPLICATION CHECKLIST

September 4, 2008

**State of Hawaii
Department of Labor and Industrial Relations
Workforce Development Division
Employment and Training Fund Program
Administrative Office
830 Punchbowl Street, Room 329
Honolulu, Hawaii 96813**

Competitive POS Application Checklist

Applicant: _____

RFP No: DLIR/WDD 2009-01

The applicant's proposal must contain the following components in the order shown below. Please complete and return this POS Application Checklist to the DLIR as part of the POS Application on the deadline specified.

Item	Reference in RFP	Format/ Instructions Provided in RFP	Required by Purchasing Agency	Completed
<i>General:</i>				
1. POS Proposal Application Title Page	Section 1	Section 5, Att. I	X	
2. Table of Contents	Section 1	Section 3	X	
3. POS Proposal Application	Section 3	Section 3	X	
4. Competitive POS Application Checklist	Section 5	Section 5, Att. II	X	
5. Tax Clearance Certificate (Form A-6, Rev. 2006)	Sections 1 and 3	Section 3, III, C, 2	X	
6. Certificate of Good Standing from DCCA, Business Registration Division (sole proprietors exempt)	Sections 1 and 3	Section 3, VI, B	X	
7. Certificate of Compliance with Section 3-122-112, HAR (Form LIR#27)	Sections 1 and 3	Section 3, VI, C	X	
8. Certificate of Vendor Compliance from the Hawaii Compliance Express (required if substituting for Proof of Compliance with items 5, 6, and 7 above)	Sections 1 and 3	Section 3, VI, D	X	
9. DOE Licensure or Accreditation	Sections 2 and 3	Section 3, VI, E	X	
<i>Program Specific Requirements</i>				
10. Course Catalog or Syllabus	Section 3	Section 3	X	
11. Matrix of Computer Training Courses	Section 3	Section 3	X	

Authorized Signature _____

Date: _____

REQUEST FOR PROPOSALS (RFP)

**Training Services for the
Employment and Training Fund Program
RFP NO. DLIR/WDD 2009-01**

SECTION 5

ATTACHMENT III

ETF EMPLOYER REFERRAL REPORT FORM

September 4, 2008

**State of Hawaii
Department of Labor and Industrial Relations
Workforce Development Division
Employment and Training Fund Program
Administrative Office
830 Punchbowl Street, Room 329
Honolulu, Hawaii 96813**

REQUEST FOR PROPOSALS (RFP)

**Training Services for the
Employment and Training Fund Program
RFP NO. DLIR/WDD 2009-01**

SECTION 5

ATTACHMENT IV

INVOICE SAMPLE FOR BILLING PURPOSES

September 4, 2008

**State of Hawaii
Department of Labor and Industrial Relations
Workforce Development Division
Employment and Training Fund Program
Administrative Office
830 Punchbowl Street, Room 329
Honolulu, Hawaii 96813**

BILLING PROCEDURES AND REQUIREMENTS

The following is a sample of the information that should be noted on Vendor's invoice (refer to the ETF Participant's State approved course registration form to include the following):

- Box # 1** Contractor's Name and Address where payment should be sent;
- Box # 2** Date of Invoice and invoice Number;
- Box # 3** Remit invoice to the WDD Local Branch Office address where the ETF participant registered for courses;
- Box # 4** Identify the name of the State Counselor that registered the ETF participant, (IMPORTANT: separate billings according to each WDD Local Branch Office and WDD, ETF Counselor);
- Box # 5** Enter the assigned State Purchase Order Number;
- Box # 6** State the name of the company where the ETF participant is employed (there should only be one company named on each invoice submitted to STATE);
- Box # 7** Enter the following information on each ETF participant for each course of enrollment (*Note: the employer's 50% cost of ETF assistance, tax inclusive, must be paid directly to Vendor before Vendor can invoice DLIR for its 50% share of the cost for training, tax inclusive*). The vendor shall be responsible for collecting any excess balance of the cost of training directly from the employer, including tax, without liability to DLIR. These amounts should reflect the amount stated on the approved Matrix; and
- Box # 8** Enter the total amount due by DLIR to Vendor; submit ETF Employer Referral (ER) Report with invoice or email ER report to directly to eff@dlir.state.hi.us prior to invoicing DLIR.

❶ CONTRACTOR'S Name and Address	❷ Date: 1/ 29 /09 Invoice Number: # 0001			
❸ Sold To: Workforce Development Division Address (see Section 2)	❹ State Purchase Order Number			
❺ Attn: Name of State Counselor	SAMPLE			
❻ Name of the Business served: XYZ Stores				
❼ ITEM DESCRIPTION				
Date of Class	Course No.	Course Title	DLIR's* Tuition	
Participant's Name	1/02/09	L82503	Name of Course	34.50
Participant's Name	1/07/09 – 1/08/09	L83105	Name of Course	250.00
❽ TOTAL AMOUNT DUE, tax inclusive				\$ 284.50

* Tax Inclusive

REQUEST FOR PROPOSALS (RFP)

**Training Services for the
Employment and Training Fund Program
RFP NO. DLIR/WDD 2009-01**

SECTION 5

ATTACHMENT V

**GENERAL CONDITIONS
(of State Contracts)**

September 4, 2008

**State of Hawaii
Department of Labor and Industrial Relations
Workforce Development Division
Employment and Training Fund Program
Administrative Office
830 Punchbowl Street, Room 329
Honolulu, Hawaii 96813**

REQUEST FOR PROPOSALS (RFP)

**Training Services for the
Employment and Training Fund Program
RFP NO. DLIR/WDD 2009-01**

SECTION 5

ATTACHMENT VI

SPECIAL CONDITIONS (of DLIR)

September 4, 2008

**State of Hawaii
Department of Labor and Industrial Relations
Workforce Development Division
Employment and Training Fund Program
Administrative Office
830 Punchbowl Street, Room 329
Honolulu, Hawaii 96813**

**Section 5
Attachment VI**

SPECIAL CONDITIONS

The following conditions will be imposed contractually and are made a part of this RFP:

- 1) Any modifications, alterations, amendments, changes, or extensions of any term, provision, or condition of the Agreement under RFP NO. DLIR/WDD 2009-01 or any request regarding advertising notices and/or other promotional activities must be submitted in writing to STATE for approval and submitted to:

Ms. Elaine Young
Administrator
Workforce Development Division
Employment and Training Fund Program
830 Punchbowl Street, Room 329
Honolulu, Hawaii 96813
- 2) Government employees at federal, State, and county levels are not eligible for ETF - funded training.
- 3) Pursuant to Section 383-128, Hawaii Revised Statutes, employers are required to contribute 50 per cent of the ETF assistance provided by DLIR for training. ETF's assistance has a tuition cap not to exceed \$500 per course (or price per unit), tax inclusive; therefore, the DLIR will pay up to, but not exceed, \$250 per course; if applicable, tax inclusive. The vendor shall be responsible for collecting directly from the employer the other 50 per cent of the training cost and any balance thereof that exceeds the \$500 cap, including tax, without liability to DLIR. ETF will not pay the cost of books, tools, and auxiliary and support services.
- 4) ETF does not fund first aid training or cardiopulmonary respiration (CPR) training (Note: train-the-trainer courses in these subjects may be allowable).
- 5) ETF funds cannot be used for education and training programs conducted out of state. The funding can be used for intrastate, non-credit tuition costs; it shall not be used for travel expenses.
- 6) ETF cannot be used to fund training that supplants or duplicates existing training activities (e.g. in-house training programs) or training that is required by federal, state, or county statutes unless approved by the Director. The definition of supplanting varies, but primarily can be defined as to substitute or subsidizes ETF resources for activities normally provided by the employer.

- 7) ETF funds cannot be used to pay for conferences. A class size shall not exceed a total of 50 participants; this includes both ETF funded and non-funded participants. Non-compliance of this provision may result in suspension or termination of the contract award by the DLIR upon written notification.
- 8) ETF funds cannot be used to pay tuition for correspondence courses.
- 9) Distance learning, online education, or self-paced type of training are allowable under the following conditions:
 - a. The CONTRACTOR holds all licenses, certificates, permits and accreditations required under applicable federal, state, and county laws, ordinances, codes and rules to provide the training services being offered, including good business standing with the State Department of Commerce and Consumer Affairs; and,
 - b. The CONTRACTOR shall be accredited or licensed as follows and shall provide a copy showing evidence of accreditation or licensure:
 - i. Post Secondary degree-granting schools shall be accredited by an accreditation body recognized by the U.S. Department of Education;
 - ii. Professional or Vocational licensing schools shall be registered as a school with the appropriate board under the State Department of Commerce and Consumer Affairs; or
 - iii. Private schools that do not meet criteria described in items 2a and 2b above shall be licensed by the State Department of Education (DOE), except as exempted by State statute.
- 10) ETF does not fund credit courses leading to an academic degree (e.g. Certificate of Achievement, Associate of Arts, Baccalaureate, Masters, or higher level degree).
- 11) ETF may provide funding assistance for a one-time only payment of licensing and professional certification tests (not license or fees) if the employee completed occupationally related ETF-funded training within the last 12 months.
- 12) ETF does not fund any training that is restricted to a single employer. Up to 65 percent of training spaces shall be made available to employers and/or employees from other companies. The ETF approved training must be publicized to the general public at least two weeks prior to the start of training and be open to employees of other companies. These openings must be available at least five State working days prior to the start of the training.
- 13) ETF may fund entrepreneurial types of courses.
- 14) ETF does not fund the training for volunteers.

- 15) The "Special Conditions" and "General Conditions" shall be made a part of the Agreement under this RFP. In the event the "General Conditions" are in conflict with the Scope of Services of the Agreement, the terms set forth in the Scope of Services of the Agreement shall control. In the event the "Special Conditions," or the "General Conditions," are in conflict with the Scope of Services of the Agreement, the terms set forth in the "Special Conditions" shall control.
- 16) Assignments. At the time the Agreement under this RFP is executed, any sale or transfer of stock will be considered an assignment under the Agreement and the PROVIDER will be expected to comply with all applicable provisions of this RFP and the terms set forth in the Agreement including, but not limited to, the compensation and payment schedule of the Agreement and paragraph 3.2 of the General Conditions which shall be incorporated into the Agreement to read as follows:

"Subcontracts and Assignments. The PROVIDER may assign or subcontract any of the PROVIDER's duties, obligations, or interests under this Contract but only if (i) the PROVIDER obtains the prior written consent of the STATE, and (ii) the PROVIDER'S assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state law against the PROVIDER'S assignee or subcontract have been paid. Additionally, no assignment by the PROVIDER of the PROVIDER'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, HRS."

- 17) Paragraphs 3.4.4 and 4.1.3 of the General Conditions shall be incorporated into the Agreement as follows:
- 3.4.4 The PROVIDER shall obtain a general excise tax license from the Department of Taxation, State of Hawai'i, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. PROVIDER shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, showing that all delinquent taxes, if any, levied or accrued under state law against PROVIDER have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The PROVIDER shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53, HRS, and these General Conditions.
- 4.1.3 Tax clearance. The STATE may, at its discretion, require the PROVIDER to submit to the STATE, prior to the STATE'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, showing

that all delinquent taxes, if any, levied or accrued under state and federal law against the PROVIDER have been paid.

- 18) For the purposes of this RFP and Agreement, item # 16 of this Exhibit, Special Conditions and Paragraphs 3.4.4 and 4.1.3 of the General Conditions do not apply to STATE agencies.