State of Hawaii
Department of Labor and Industrial Relations
Workforce Development Division
Employment and Training Fund Program

# Request for Proposals

# RFP No. DLIR/WDD 2014-01

September 13, 2013

**Note**: *It is the applicant's responsibility to check the public procurement notice website, the request for proposals website, or to contact the RFP point-of-contact identified in the RFP for any addenda issued to this RFP. The State shall not be responsible for any incomplete proposal submitted as a result of missing addenda, attachments or other information regarding the RFP.*

September 13, 2013

# REQUEST FOR PROPOSALS

## Employment and Training Fund (ETF) Program
## Employer Referral Program
## RFP No. DLIR/WDD 2014-01

The Department of Labor and Industrial Relations, Workforce Development Division, Employment and Training Fund Program, is requesting proposals from qualified applicants to provide incumbent worker training to upgrade workforce skills of private sector employers and their employees through the Employer Referral Program. Services may include, but are not limited to classroom training or online training in various training categories. The contract term will be from January 1, 2014 through December 31, 2013. Multiple contracts will be awarded under this request for proposals.

Proposals shall be mailed, postmarked by the United States Postal Service on or before October 16, 2013, and received no later than 10 days from the submittal deadline. Hand delivered proposals shall be received no later than 4:30 p.m., Hawaii Standard Time (HST), on October 16, 2013, at the drop-off sites designated on the Proposal Mail-in and Delivery Information Sheet. Proposals postmarked or hand delivered after the submittal deadline shall be considered late and rejected. There are no exceptions to this requirement.

The Workforce Development Division will conduct an orientation on September 23, 2013 from 1:00 p.m. to 3:00 p.m. HST, at 830 Punchbowl Street, Rm. 310, Honolulu, Hawaii. All prospective applicants are encouraged to attend the orientation.

The deadline for submission of written questions is 4:30 p.m., HST, on September 30, 2013. All written questions will receive a written response from the state purchasing agency on or about October 8, 2013.

Inquiries regarding this RFP should be directed to the RFP contact person, Mr. Lance Kimura at 830 Punchbowl Street, Honolulu, Hawaii 96813, telephone: (808) 586-8818, fax: (808) 586-8822, e-mail: lance.a.kimura@hawaii.gov.
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# PROPOSAL MAIL-IN AND DELIVERY INFORMATION SHEET

**NUMBER OF COPIES WITH ORIGINAL SIGNATURES TO BE SUBMITTED: 5**

ALL MAIL-INS SHALL BE POSTMARKED BY THE UNITED STATES POSTAL SERVICE (USPS) NO LATER THAN *October 16, 2013* **and received by the state purchasing agency no later than 10 calendar days from the submittal deadline**.

| **All Mail-ins** | **DLIR/WDD RFP COORDINATOR** |
|---|---|
| Department of Labor and Industrial Relations<br>Workforce Development Division<br>Employment and Training Fund Program<br>830 Punchbowl Street, Room 329<br>Honolulu, Hawaii 96813 | Lance Kimura<br>Telephone: (808) 586-8818<br>Fax: (808) 586-8822<br>E-mail: lance.a.kimura@hawaii.gov |

ALL HAND DELIVERIES SHALL BE ACCEPTED AT THE FOLLOWING SITE UNTIL **4:30 P.M., Hawaii Standard Time (HST),** *October 16, 2013***.** Deliveries by private mail services such as FEDEX shall be considered hand deliveries. Hand deliveries shall ***NOT*** be accepted if received after 4:30 p.m., *October 16, 2013*.

**Drop-off Site**

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

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# Section 1

# Administrative Overview

# Section 1
# Administrative Overview

**Applicants are encouraged to read each section of the RFP thoroughly. While sections such as the administrative overview may appear similar among RFPs, state purchasing agencies may add additional information as applicable. It is the responsibility of the applicant to understand the requirements of *each* RFP.**

## I. Procurement Timetable

**Note that the procurement timetable represents the State's best estimated schedule. Contract start dates may be subject to the issuance of a notice to proceed.**

| Activity | Scheduled Date |
|---|---|
| Public notice announcing request for Proposals (RFP) | September 13, 2013 |
| Distribution of RFP | September 13, 2013 |
| RFP orientation session | September 23, 2013 |
| Closing date for submission of written questions for written responses | September 30, 2013 |
| State purchasing agency's response to applicants' written questions | October 8, 2013 |
| Proposal submittal deadline | October 16, 2013 |
| Proposal evaluation period begins | October 17~25, 2013 |
| Provider selection | October 25, 2013 |
| Notice of statement of findings and decision | November 4, 2013 |
| Contract start date | January 1, 2014 |

## II. Website Reference

**The State Procurement Office (SPO) website is http://hawaii.gov/spo/**

| | For | Click |
|---|---|---|
| 1 | Procurement of Health and Human Services | "Health and Human Services, Chapter 103F, HRS…" |
| 2 | RFP website | "Health and Human Services, Ch. 103F…" and "The RFP Website" (located under Quicklinks) |
| 3 | Hawaii Compliance Express | "Health and Human Services, Ch. 103F…" and "Hawaii Compliance Express" (located under Quicklinks) |
| 4 | Hawaii Administrative Rules (HAR) for Procurement of Health and Human Services | "Statutes and Rules" and "Procurement of Health and Human Services" |
| 5 | Forms | "Health and Human Services, Ch. 103F…" and "For Private Providers" and "Forms" |
| 6 | Cost Principles | "Health and Human Services, Ch. 103F…" and "For Private Providers" and "Cost Principles" |
| 7 | Standard Contract -General Conditions | "Health and Human Services, Ch. 103F…" "For Private Providers" and "Contract Template – General Conditions" |
| 8 | Protest Forms/Procedures | "Health and Human Services, Ch. 103F…" and "For Private Providers" and "Protests" |

**Non-SPO websites**

**(Please note: website addresses may change from time to time. If a link is not active, try the State of Hawaii website at http://hawaii.gov)**

| | For | Go to |
|---|---|---|
| 8 | Hawaii Compliance Express (HCE) | https://vendors.ehawaii.gov/hce/splash/welcome.html |
| 9 | Department of Taxation | http://hawaii.gov/tax/ |
| 10 | Wages and Labor Law Compliance, HRS §103-055 | http://capitol.hawaii.gov/hrscurrent |
| 11 | Department of Commerce and Consumer Affairs, Business Registration | http://hawaii.gov/dcca click "Business Registration" |
| 12 | Campaign Spending Commission | http://hawaii.gov/campaign |

## III. Authority

This RFP is issued under the provisions of the Hawaii Revised Statutes (HRS) Chapter 103F and its administrative rules. All prospective applicants are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any prospective applicant shall constitute admission of such knowledge on the part of such prospective applicant.

## IV. 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 provider responsibilities, and defines deliverables (as applicable).

***Section 3, Proposal Application Instructions:*** Describes the required format and content for the proposal application.

***Section 4, Proposal Evaluation***: Describes how proposals will be evaluated by the state purchasing agency.

***Section 5, Attachments*:** Provides applicants with information and forms necessary to complete the application.

## V. 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:

**Department of Labor and Industrial Relations (DLIR)**
Workforce Development Division
Employment and Training Fund Program

830 Punchbowl Street, Room 329
Honolulu, Hawaii 96813
Phone: (808) 586-8818
Fax: (808) 586-8822
Email: lance.a.kimura@hawaii.gov

## VI. Orientation

An orientation for applicants in reference to the request for proposals will be held as follows:

| | | | |
|---|---|---|---|
| **Date:** | **September 23, 2013** | **Time:** | **1:00 p.m. – 3:00 p.m.** |
| **Location:** | **830 Punchbowl Street, Room 310, Honolulu, Hawaii** | | |

Applicants are encouraged to submit written questions prior to the orientation. Impromptu questions will be permitted at the orientation and spontaneous answers provided at the state purchasing agency's discretion. However, answers provided at the orientation are only intended as general direction and may not represent the state purchasing agency's position. Formal official

responses will be provided in writing. To ensure a written response, any oral questions should be submitted in writing following the close of the orientation, but no later than the submittal deadline for written questions indicated in the paragraph VII. Submission of Questions.

## VII. Submission of Questions

Applicants may submit questions to the RFP Contact Person identified in Section 2 of this RFP. All written questions will receive a written response from the state purchasing agency.

Deadline for submission of written questions:

**Date:** September 30, 2013 **Time:** 4:30 p.m. HST

State agency responses to applicant written questions will be provided by

**Date:** October 8, 2013

## VIII. Submission of Proposals

A. **Forms/Formats -** Forms, with the exception of program specific requirements, may be found on the State Procurement Office website referred to in II. Website Reference. Refer to the Proposal Application Checklist for the location of program specific forms.

1. **Proposal Application Identification (Form SPO-H-200)**. Provides applicant proposal identification.

2. **Proposal Application Checklist**. Provides applicants with information on where to obtain the required forms; information on program specific requirements; which forms are required and the order in which all components should be assembled and submitted to the state purchasing agency.

3. **Table of Contents**. A sample table of contents for proposals is located in Section 5, Attachments. This is a sample and meant as a guide. The table of contents may vary depending on the RFP.

4. **Proposal Application (Form SPO-H-200A)**. Applicant shall submit comprehensive narratives that address all of the proposal requirements contained in Section 3 of this RFP, including a cost proposal/budget if required.

B. **Program Specific Requirements**. Program specific requirements are included in Section 2, Service Specifications and Section 3, Proposal

Application Instructions, as applicable. If required, Federal and/or State certifications are listed on the Proposal Application Checklist located in Section 5.

C. **Multiple or Alternate Proposals**. Multiple or alternate proposals shall not be accepted unless specifically provided for in Section 2 of this RFP. In the event alternate proposals are not accepted and an applicant submits alternate proposals, but clearly indicates a primary proposal, it shall be considered for award as though it were the only proposal submitted by the applicant.

D. **Tax Clearance**. Pursuant to HRS Section 103-53, as a prerequisite to entering into contracts of $25,000 or more, providers shall be required to show proof of tax clearance from the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). Since both DOTAX and IRS no longer provide written or hard copy compliance documentation, registration with Hawaii Compliance Express is required to show proof of tax clearance online. (See item G below.)

E. **Wages and Labor Law Compliance**. If applicable, by submitting a proposal, the applicant certifies that the applicant is in compliance with HRS Section 103-55, Wages, hours, and working conditions of employees of contractors performing services. Refer to HRS Section 103-55, at the Hawaii State Legislature website. (See part II, Website Reference.)

F. **Compliance with all Applicable State Business and Employment Laws.** All providers shall comply with all laws governing entities doing business in the State. Prior to contracting, owners of all forms of business doing business in the state except sole proprietorships, charitable organizations unincorporated associations and foreign insurance companies be registered and in good standing with the Department of Commerce and Consumer Affairs (DCCA), Business Registration Division. Foreign insurance companies must register with DCCA, Insurance Division. More information is on the DCCA website. (See part II, Website Reference.)

G. **Hawaii Compliance Express (HCE)**. Providers shall register with HCE for online proof of DOTAX and IRS tax clearance, Department of Labor and Industrial Relations (DLIR) labor law compliance, and DCCA good standing compliance. There is a nominal annual fee for the service. The "Certificate of Vendor Compliance" issued online through HCE provides the registered provider's current compliance status as of the issuance date, and is accepted for both contracting and final payment purposes. (Refer to this section's part II. Website Reference for HCE's website address.)

H. **Campaign Contributions by State and County Contractors**. Providers are hereby notified of the applicability of HRS Section 11-205.5, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body. For more information, FAQs are available at the Campaign Spending Commission webpage. (See part II, Website Reference.)

I. **Confidential Information**. If an applicant believes any portion of a proposal contains information that should be withheld as confidential, the applicant shall request in writing nondisclosure of designated proprietary data to be confidential and provide justification to support confidentiality. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal to facilitate eventual public inspection of the non-confidential sections of the proposal.

***Note that price is not considered confidential and will not be withheld.***

J. **Confidentiality of Personal Information**. Act 10 relating to personal information was enacted in the 2008 special legislative session. As a result, the Attorney General's General Conditions of Form AG Form 103F, *Confidentiality of Personal Information*, has been amended to include Section 8 regarding protection of the use and disclosure of personal information administered by the agencies and given to third parties.

K. **Proposal Submittal**. All mail-ins shall be postmarked by the United States Postal System (USPS) and received by the State purchasing agency no later than the submittal deadline indicated on the attached Proposal Mail-in and Delivery Information Sheet. All hand deliveries shall be received by the State purchasing agency by the date and time designated on the Proposal Mail-In and Delivery Information Sheet. Proposals shall be rejected when:

- Postmarked after the designated date; or
- Postmarked by the designated date but not received within 10 days from the submittal deadline; or
- If hand delivered, received after the designated date and time.

The number of copies required is located on the Proposal Mail-In and Delivery Information Sheet. Deliveries by private mail services such as FEDEX shall be considered hand deliveries and shall be rejected if received after the submittal deadline. Dated USPS shipping labels are

not considered postmarks. Proposals transmitted by FAX or electronic mail or diskettes will **NOT** be accepted.

## IX. Discussions with Applicants

**A. Prior to Submittal Deadline.** Discussions may be conducted with potential applicants to promote understanding of the purchasing agency's requirements.

**B. After Proposal Submittal Deadline -** Discussions may be conducted with applicants whose proposals are determined to be reasonably susceptible of being selected for award, but proposals may be accepted without discussions, in accordance HAR Section 3-143-403.

## X. Opening of Proposals

Upon receipt of a proposal by a state purchasing agency at a designated location, proposals, modifications to proposals, and withdrawals of proposals shall be date-stamped, and when possible, time-stamped. All documents received shall be held in a secure place by the state purchasing agency and not examined for evaluation purposes until the submittal deadline.

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

## XI. Additional Materials and Documentation

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

## XII. RFP Amendments

The State reserves the right to amend this RFP at any time prior to the closing date for the final revised proposals.

## XIII. Final Revised Proposals

If requested, final revised proposals shall be submitted in the manner, and by the date and time specified by the state purchasing agency. If a final revised proposal is not submitted, the previous submittal shall be construed as the applicant's best and final offer/proposal. *The applicant shall submit **only** the section(s) of the proposal that are amended, along with the Proposal Application Identification Form (SPO-H-200).* After final revised proposals are received, final evaluations will be conducted for an award.

## XIV. Cancellation of Request for Proposal

The RFP may be canceled and any or all proposals may be rejected in whole or in part, when it is determined to be in the best interests of the State.

## XV. Costs for Proposal Preparation

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

## XVI. Provider Participation in Planning

Provider participation in a state purchasing agency's efforts to plan for or to purchase health and human services prior to the state purchasing agency's release of a RFP, including the sharing of information on community needs, best practices, and providers' resources, shall not disqualify providers from submitting proposals if conducted in accordance with HAR Sections 3-142-202 and 3-142-203.

## XVII. Rejection of Proposals

The State 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. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be rejected without further notice.

A proposal may be automatically rejected for any one or more of the following reasons:

(1) Rejection for failure to cooperate or deal in good faith. (HAR Section 3-141-201)

(2) Rejection for inadequate accounting system. (HAR Section 3-141-202)

(3) Late proposals (HAR Section 3-143-603)

(4) Inadequate response to request for proposals (HAR Section 3-143-609)

(5) Proposal not responsive (HAR Section 3-143-610(a)(1))

(6) Applicant not responsible (HAR Section 3-143-610(a)(2))

## XVIII. Notice of Award

A statement of findings and decision shall be provided to all applicants by mail upon completion of the evaluation of competitive purchase of service proposals.

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

No work is to be undertaken by the awardee prior to the contract commencement date. The State of Hawaii is not liable for any costs incurred prior to the official starting date.

## XIX. Protests

Any applicant may file a protest against the awarding of the contract. The Notice of Protest form, SPO-H-801, is available on the SPO website. (See paragraph II, Website Reference.) Only the following matters may be protested:

(1) A state purchasing agency's failure to follow procedures established by Chapter 103F of the Hawaii Revised Statutes;

(2) A state purchasing agency's failure to follow any rule established by Chapter 103F of the Hawaii Revised Statutes; and

(3) A state purchasing agency's failure to follow any procedure, requirement, or evaluation criterion in a request for proposals issued by the state purchasing agency.

The Notice of Protest shall be postmarked by USPS or hand delivered to 1) the head of the state purchasing agency conducting the protested procurement and 2) the procurement officer who is conducting the procurement (as indicated below) within five working days of the postmark of the Notice of Findings and Decision sent to the protestor. Delivery services other than USPS shall be considered hand deliveries and considered submitted on the date of actual receipt by the state purchasing agency.

| **Head of State Purchasing Agency** | **Procurement Officer** |
|---|---|
| Name: Dwight Takamine | Name: Norman Ahu |
| Title: Director | Title: Business Management Officer |
| Mailing Address:<br>830 Punchbowl Street, Room 321<br>Honolulu, Hawaii 96813 | Mailing Address:<br>830 Punchbowl Street, Room 321<br>Honolulu, Hawaii 96813 |
| Business Address: Same as above | Business Address: Same as above |

## XX. Availability of Funds

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

## XXI. General and Special Conditions of Contract

The general conditions that will be imposed contractually are on the SPO website. (See paragraph II, Website Reference). Special conditions may also be imposed contractually by the state purchasing agency, as deemed necessary.

## XXII. Cost Principles

In order to promote uniform purchasing practices among state purchasing agencies procuring health and human services under HRS Chapter 103F, state purchasing agencies will utilize standard cost principles outlined in Form SPO-H-201, which is available on the SPO website (see paragraph II, Website Reference). Nothing in this section shall be construed to create an exemption from any cost principle arising under federal law.

# Section 2

# Service Specifications

# Section 2
# Service Specifications

## I. Introduction

### A. Overview, purpose or need

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.

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 4444 Rice Street, Room 302 in Lihue.

The purpose of this RFP is to procure various types of training services from providers to train participants in each county for the period of January 1, 2012 to December 31, 2013.

During this period, public training providers such as the University of Hawaii and State Department of Education and private training providers 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 State. Applicants who are awarded a contract are hereinafter referred to as "providers."

## B. Planning activities conducted in preparation for this RFP

A request for information (RFI) for this contract has not been solicited for this RFP.

## C. Description of the goals 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 providers who offer training in more sites within a county.

**F. Probable funding amounts, source, and period of availability**

Anticipated funding amounts available for training services provided throughout the term of the contract is approximately $2,000,000. However, 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 State or the Provider for any adverse impact resulting from the termination in the event that funds are not appropriated or available.

The State reserves the right to determine the funding level for each Provider based on the most effective use of funds as determined by the State. 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 State and the Provider. 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 Provider'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. Specific qualifications or requirements, including but not limited to licensure or accreditation

1. Provider 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. Provider currently shall not be debarred from receiving any federal, State, or county funds.

3. Provider currently shall not be under investigation or litigation by any federal, State, or county agency.

4. Provider 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 accreditation, licensure, or exemption thereof by the Department of Education (see Section 1, item II, Website Reference).

5. Provider shall not be delinquent on federal Internal Revenue Service (IRS) or State Department of Taxation (DOTAX) tax payments.

6. Provider shall be in good business standing with the State Department of Commerce and Consumer Affairs (DCCA), Business Registration Division.

7. Provider shall comply with Hawaii Labor Law requirements of §3-122-112, Hawaii Administrative Rules, under the Department of Labor and Industrial Relations (DLIR).

8. Provider shall obtain a Certificate of Vendor Compliance from Hawaii Compliance Express to show proof of compliance with the State DCCA, DLIR, DOTAX, and IRS (see Section 1, item II, Website Reference).

9. Provider 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.

10. Provider shall not use ETF funds under this RFP for purposes of

entertainment or perquisites.

11. Provider shall provide course catalogues or syllabuses describing course objective, course content, duration, schedule, training site, price of tuition, and, if applicable, any prerequisites.

12. Provider, if selected to be a Provider as a result of this RFP, shall provide courses pre-approved by the State, 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 Provider, the Provider may, at option of Provider and as indicated in this application, and as mutually agreed to by State, provide additional classes that may be needed to meet needs of participants that cannot be met by courses from the provider list. These additional classes are subject to prior written approval by the State and will be negotiated between the State and the Provider.

13. Provider shall meet requirements for the training facility, personnel, reporting, training, and other conditions specified in item III, Scope of Work, of this section.

**B. Secondary purchaser participation**
(Refer to HAR Section 3-143-608)

After-the-fact secondary purchases will be allowed.

Planned secondary purchases: None

**C. Multiple or alternate proposals**
(Refer to HAR Section 3-143-605)

☐ Allowed ☒ Unallowed

**D. Single or multiple contracts to be awarded**
(Refer to HAR Section 3-143-206)

☐ Single ☒ Multiple ☐ Single & Multiple

Criteria for multiple awards:

Contracts will be awarded to various providers who meet the requirements of this RFP in order to provide the broadest range of ETF-funded training services to incumbent workers and/or unemployed individuals who are not eligible for any other federal, state and/or county funding.

**E. Single or multi-term contracts to be awarded**
(Refer to HAR Section 3-149-302)

☒ Single term (2 years or less) ☐ Multi-term (more than 2 years)

Contract terms:

Initial term of contract: 12 months
Length of each extension: up to 12 months
Number of possible extensions: 2
Maximum length of contract: 36 months
The initial period shall commence on the contract start date.
Conditions for extension: A supplemental agreement to extend the contract must be executed prior to the contract expiration date.

**F. 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 the successful provider(s). Written questions should be submitted to the RFP contact person and received by the day and time specified in Section 1, paragraph I (Procurement Timetable) of this RFP.

**Contact Person:** Lance Kimura, Program Specialist
**Telephone Number:** (808) 586-8818 **Fax Number:** (808) 586-8822
**Address:** 830 Punchbowl Street, Room 329
Honolulu, Hawaii 96813

## III. Scope of Work

The scope of work encompasses the following tasks and responsibilities:

**A. Service Activities**

**1. Background**

The purpose of this RFP is to compile a list of approved qualified training providers 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 F, Special Conditions).

## 2. Services Being Procured

a. Program Areas: (underscored)

General Skills, which may include:

i. Basic Office Skills
ii. Ten Key Calculator
iii. Keyboarding/Typing
iv. Other General Skills

Business/Managerial, which may include:

i. Accounting/Bookkeeping
ii. Banking/Payroll Processing
iii. Business Development
iv. Business Letter Writing
v. Facility Maintenance
vi. Project Management
vii. Supervisory Skills
viii. Other Business/Managerial

Computer Related, which may include:

i. Basic Computer Application Courses
ii. Internet/Webpage
iii. Intermediate/Advance Computer Courses
iv. Technical Courses
v. Computer Assisted Design (CAD)
vi. Computer Graphics
vii. Local Area Networking/Administration
viii. Desktop Publishing
ix. Other Computer Related

Language, which may include:

i. English as a Second Language
ii. Japanese/Other Asian Languages
iii. Other

Health Industry Training, which may include:

i. Sanitation
ii. Medical Terminology
iii. Nurse Aide Training
iv. Medical Procedure Coding

v. Medical Billing
vi. Other Health Industry

Travel Industry Training, which may include:

i. Hotel Management
ii. Hospitality
iii. Foreign Culture
iv. Tour Guide
v. Other Travel Industry

Soft Training, which may include:

i. Communication Skills
ii. Customer Service Excellence
iii. Entrepreneurship
iv. Human Resource Management
v. Interpersonal Skills
vi. Public Relations
vii. Total Quality Management (TQM)
viii. Team Building
ix. Stress Management
x. Work Readiness
xi. Other Soft Training

Construction Industry Training, which may include:

i. Green Construction Practices
ii. Deconstruction and Material Use Practices
iii. Energy Efficiency Building Retrofit
iv. Photovoltaic Panel Installation
v. Solar Water Heater Installation
vi. Basic Construction Skills Training
vii. Journey Worker Upgrade Skills Training
viii. Budget Management
ix. Cost Estimation
x. Planning and Scheduling
xi. Other Construction Industry

Maintenance and Repair, which may include:

i. Electrical
ii. Electronic
iii. Computer
iv. Mechanical/Automotive
v. Building Maintenance

vi. Air Conditioning
vii. Security systems
viii. Welding/Cutting
ix. Other Maintenance Repair

Transportation/Vehicle Operation, which may include:

i. Commercial Drivers License
ii. Other Transportation/Vehicle Operators

Agriculture/Landscaping, which may include:

i. Greens Keeping (Turf Grass)
ii. Other Agriculture/Landscaping

Human Services, which may include:

i. Early Childhood Education
ii. Social Worker Certification
iii. Other Human Services

Food Industry/Service, which may include:

i. Safe Food Handling
ii. Culinary Arts
iii. Restaurant/Bar Management
iv. Other Food Industry/Service

Sustainability, Energy Efficiency, and Renewable Energy Training, which may include:

i. Building Operator Management Certification
ii. Energy Management Training
iii. Energy Audit Certification
iv. Alternative and/or Renewable Energy Resources
v. Sustainable Product Manufacturing

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

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

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

Classroom training courses shall not exceed a maximum duration of twelve (12) weeks or eight-four (84) calendar days.

b. Optional Exams

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

c. Distance Learning, Online Education, or Self-paced Training Courses

Distance learning, online education, or self-paced types of training courses are allowable under the following conditions:

i. The State shall not be liable for payment of no-show trainees enrolled in distance learning and/or online training courses.

ii. Provider shall notify the trainee of the minimum operating system, internet connectivity, and/or software requirements necessary to access the online training course.

iii. Provider shall require the trainee to complete any self-paced type of training course within eight weeks or fifty-six (56) calendar days from the date of enrollment.

iv. Provider shall have in place a system to account for each trainee's online attendance in a format that is acceptable to ETF such as a report which logs the dates and times of the trainee's online attendance and the trainee's progress in the course during each online session.

v. Provider shall submit this report when invoicing the State in place of the required attendance sign-in sheets for classroom training.

vi. Notwithstanding the aforesaid, all other service specification requirements (included in Section 2 of the RFP) shall apply to any distance learning, online education, and self-paced types of courses funded by ETF.

d. Additional Classes

The State may elect to provide additional classes outside of those listed in the Provider'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 State and the Provider 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 Provider is not obligated to provide these additional classes and the State may solicit other Providers who are not on the Provider list to provide these classes.

e. Instructional Materials

Provider 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 State reserves the right to review and comment on the Provider's course materials. Upon review, the State may request the Provider 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, State is not obligated to refer an ETF participant to that course and/or the State will inform the ETF participant that course content and/or facility and/or equipment may be outdated.

f. 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 F, Special Conditions, item # 7).

g. Registrations and Cancellations

*Registration*

Provider must provide written confirmation of enrollment in a format designated by State 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 Provider and State.

*Cancellations, Postponements, or Withdrawals*

The State will not be liable for tuition if the Provider cancels or postpones classes. The Provider 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 or email confirmation of the communications to the ETF counselor who registered the ETF participant. The confirmation shall contain the following information:

1) The names of each ETF participant contacted;
2) The time and date that each ETF participant was notified by Provider;
3) The method of communications used to notify each ETF participant of the canceled or postponed course (e.g. telephone or email); and
4) The date and time Provider notified the ETF counselor of canceled or postponed course.

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

The State and/or the ETF participant may make withdrawal requests to Provider by phone, fax, or mail (postmarked) 2 days before the course begins. However, the Provider shall allow the State 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 State. Deadlines for student withdrawals in a course shall be at least two (2) State working days prior to the start of a class. Provider shall not charge the State for payment if a withdrawal is within the time specified for withdrawals. The Provider must notify the State 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 State.

g. Consultation with Provider

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

**B. Management Requirements (Minimum and/or mandatory requirements)**

**1. Personnel**

a. The Provider shall employ or have under contract persons who are qualified to perform the work requested in this RFP.

b. The Provider 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 Provider is required to send resumes to WDD of any instructor that is hired after the execution of the contract.

c. The Provider 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 Provider 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**

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 State for training. ETF's assistance has a tuition cap not to exceed $500 per course (or price per unit), tax inclusive; therefore the State will pay up to, but not exceed, $250 per course; if applicable, tax inclusive. The provider 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 State. The method of payment for the employer's share of the assistance must be paid to provider in the form of a company check or company credit card; cash and in-kind contributions are not allowed.

The Provider is responsible for the prompt billing and collection of State payments. All invoices are due to the State within 45 days from the completion date of the class attended by the ETF participant. The State reserves the right to suspend or terminate services for noncompliance of the 45-day requirement. A written notice shall be sent to the Provider 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 1, item II, Website Reference). Notwithstanding the aforesaid, no claim by the Provider shall be allowed for delinquent invoices received by the State 90 calendar days after the completion date of class.

Notwithstanding the provisions set forth in III. A. 2., item g., of this section *Registrations, Postponements, or Withdrawals*, of this Section, the Provider 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 State shall not be made to Provider until the employer has paid their 50 per cent share of the ETF assistance and verification of the participant’s attendance in the course is received. Therefore, the Provider is responsible for documenting and reporting all ETF registrations, tuition paid by the individual employer or employee, attendance, cancellations, withdrawals, and no-shows of ETF participants. This information shall be documented through the following mechanisms:

1. An employer payment verification report in a format designated by State also known as the *ETF Employer Referral Report* using Microsoft Excel; and,

2. Attendance sign-in sheets for each ETF-funded course conducted to verify attendance of each ETF

participant in training. For online training courses, an online log-in and course progress report shall be submitted in place of the attendance sign-in sheet (see III., A., 2., item c., of this section).

When submitting invoice(s) to the State, Provider shall attach the corresponding *ETF Employer Referral Report* and attendance sign-in sheet to verify employer payment and participant attendance. The Provider must also notify the ETF counselor if any ETF participant drops out of class.

The Provider shall accept reimbursement for services rendered in the form of credit card payment by State to process approved registrations.

b. Commonly Accepted Accounting Procedures

The Provider shall apply commonly accepted accounting procedures, standards, and practices which are acceptable to the State 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 Providers' performance. As a condition of the contract, the Provider may be required to participate in a post-award survey that may be conducted by the State 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 State.

c. Records Retention

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

g. Other Requirements

The Provider will be required to comply with a number of administrative requirements, which are standard for all state contracts. A reference to the website where the standard general conditions for state contracts can be found is located in Section 1, item II, Website Reference. 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. Quality assurance and evaluation specifications**

a. Monitoring

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

The Provider shall be responsible for the following:

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

b. Evaluation

The Provider 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. Provider shall keep these evaluations for the State upon request.

**4. Output and performance/outcome measurements**

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 State may contact; and
- Period for which information is being reported.

**5. Experience**

Provider 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.

**6. Coordination of services**

Not applicable.

**7. Reporting requirements for program and fiscal data**

a. The Provider 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 III. A. 2., item g., and III. B. 7., item a., of this Section), the Provider shall keep daily attendance records (log-in or sign-in sheets) of ETF participants and submit it with the Provider'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 Provider shall submit to State the *ETF Employer Referral Report*

(ERR) with the respective invoice. The format used for this report template is Microsoft Excel under the Windows operating system which requests the following information:

(1) Identifying the names of all employers and employees referred by ETF to Provider;
(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) Provider's tuition cost breakdown (i.e. provider's tuition rate, employer's cost, and State's cost; if applicable, tax inclusive); and
(5) Names of ETF participants that did not show up for class, cancelled, withdrew, or dropped out.

### C. 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 State.

## IV. COMPENSATION AND METHOD OF PAYMENT

Unit Rate

Pricing is based on the delivery of a defined unit of service. Unit of service consists of each ETF participant enrolled by the State for each course offered in the

Provider's Matrix of Training Courses. Applicants shall propose the best rate per unit of service.

No initial payment or payments in advance will be made.

# Section 3

# Proposal Application Instructions

# Section 3
# Proposal Application Instructions

**General instructions for completing applications:**

- *Proposal Applications shall be submitted to the state purchasing agency using the prescribed format outlined in this section.*
- *The numerical outline for the application, the titles/subtitles, and the applicant organization and RFP identification information on the top right hand corner of each page should be retained. The instructions for each section however may be omitted.*
- *Page numbering of the Proposal Application should be consecutive, beginning with page one and continuing through for each section. See sample table of contents in Section 5.*
- *Proposals may be submitted in a three ring binder (Optional).*
- *Tabbing of sections (Recommended).*
- *Applicants must also include a Table of Contents with the Proposal Application. A sample format is reflected in Section 5, Attachment B of this RFP.*
- *A written response is required for **each** item unless indicated otherwise. Failure to answer any of the items will impact upon an applicant's score.*
- *Applicants are **strongly** encouraged to review evaluation criteria in Section 4, Proposal Evaluation when completing the proposal.*
- *This form (SPO-H-200A) is available on the SPO website (see Section 1, paragraph II, Website Reference). However, the form will not include items specific to each RFP. If using the website form, the applicant must include all items listed in this section.*

**The Proposal Application comprises the following sections**:

- *Proposal Application Identification Form*
- *Table of Contents*
- *Program Overview*
- *Experience and Capability*
- *Project Organization and Staffing*
- *Service Delivery*
- *Financial*
- *Matrix of Training Courses*
- *Course Catalogue*
- *Other*

## I. Program Overview

Applicant shall give a brief overview to orient evaluators as to the program/services being offered. Include a comprehensive description of the Applicant's 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

## A. Necessary Skills

The applicant shall demonstrate that it has the necessary skills, abilities, and knowledge relating to the delivery of the proposed services.

## B. Experience

The applicant shall provide a description of projects/contracts pertinent to 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:

- Period for which information is being reported;
- Number of persons registered for courses;
- Number of registrants who completed courses and completion rate;
- Percent of trainees who completed specialized courses that lead to certification (if applicable);
- Types of courses offered;
- A list of references including points of contact, e-mail addresses, and phone numbers. The state purchasing agency reserves the right to contact references to verify experience.

## C. Quality Assurance and Evaluation

The applicant shall describe its own plans for quality assurance and evaluation for the proposed services, including methodology. Applicant shall also agree to administer attendance sign-in sheet and course evaluations of ETF participants in a format designated by the state purchasing agency.

## D. Coordination of Services

The applicant shall demonstrate the capability to coordinate services with other agencies and resources in the community.

## E. Facilities

The applicant shall provide a description of its facilities and demonstrate its adequacy in relation to the proposed services. If facilities are not presently available, describe plans to secure facilities. Describe how the facilities are conducive to learning and meet ADA requirements. Applicant shall also describe any special equipment that may be required for the services.

# III. Project Organization and Staffing

## A. Staffing

### i. Proposed Staffing

The applicant shall describe the proposed staffing pattern, client/staff ratio and proposed caseload capacity appropriate for the viability of the services. Please note: Pursuant to the Special Conditions of this Agreement, class size shall not exceed a student to teacher ratio of 50:1. (Refer to the personnel requirements in the Service Specifications, as applicable.)

### ii. Staff Qualifications

The applicant shall provide the minimum qualifications (including experience) for staff assigned to the program. (Refer to the qualifications in the Service Specifications, as applicable)

## B. Project Organization

### I. Supervision and Training

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

### II. Organization Chart

The applicant shall reflect the position of each staff and line of responsibility/supervision. (Include position title, name and full time equivalency) Both the "Organization-wide" and "Program" organization charts shall be attached to the Proposal Application.

# IV. Service Delivery

Applicant shall include a detailed discussion of the applicant's approach to applicable service activities and management requirements from Section 2, Item III. - Scope of Work, including (if indicated) a work plan of all service activities and tasks to be completed, related work assignments/responsibilities and timelines/schedules.

## 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 #2009-01 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.). Please note: Pursuant to the Special Conditions of this Agreement, class size shall not exceed a student to teacher ratio of 50:1.

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. B. 1., item 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

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

b. If awarded a contract under this RFP, Applicant shall provide the following documentation prior to execution of the Agreement:

1) Certificate of Vendor Compliance from Hawaii Compliance Express (see Section 1, VIII., item G.); and,

2) Evidence of accreditation or licensure required under federal, state, or county ordinances, codes and rules to provide training services such as current license from the Department of Education, Adult Education or an exemption letter thereof (see Section 2, II. A., item 4.).

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 State, 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. B. 2., item 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 State 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

Applicant shall submit a cost proposal utilizing the Unit Rate method of payment. Pricing is based on the delivery of a defined unit of service as defined in the RFP. Therefore, no initial payment or payments in advance will be made.
Applicants shall propose the best rate per unit of service. Applicants shall provide tuition amounts for each course, including discounts (if any) and amount of tax, if applicable, to the state purchasing agency, in the Matrix of Training Courses format contained in section 5 of this RFP (see also Section 2, III., item A.).

No budget forms are required pursuant to this RFP.

### B. Other Financial Related Materials

**Accounting System**

In order to determine the adequacy of the applicant's accounting system as described under the administrative rules, a copy of the applicant's most recent financial audit is requested as part of the Proposal Application (may be attached).

## VI. Other

### A. Litigation

The applicant shall disclose any pending litigation to which they are a party, including the disclosure of any outstanding judgment. If applicable, please explain.

# Section 4

# Proposal Evaluation

# Section 4
# Proposal Evaluation

## I. Introduction

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly and impartially. Structural, quantitative scoring techniques will be utilized to maximize the objectivity of the evaluation.

## II. Evaluation Process

The procurement officer or an evaluation committee of designated reviewers selected by the head of the state purchasing agency or procurement officer shall review and evaluate proposals. When an evaluation committee is utilized, the committee will be comprised of individuals with experience in, knowledge of, and program responsibility for program service and financing.

The evaluation will be conducted in three phases as follows:

- Phase 1 - Evaluation of Proposal Requirements
- Phase 2 - Evaluation of Proposal Application
- Phase 3 - Recommendation for Award

**Evaluation Categories and Thresholds**

| Evaluation Categories | | Possible Points |
|---|---|---|
| ***Administrative Requirements*** | | |
| ***Proposal Application*** | | **100 Points** |
| Program Overview | 0 points | |
| Experience and Capability | 20 points | |
| Project Organization and Staffing | 15 points | |
| Service Delivery | 55 points | |
| Financial | 10 Points | |
| **TOTAL POSSIBLE POINTS** | | **100 Points** |

# III. Evaluation Criteria

## A. Phase 1 - Evaluation of Proposal Requirements

### 1. Administrative Requirements

Applicant should ensure that it has complied with the administrative requirements in Section 1 of this RFP.

### 2. Proposal Application Requirements

- Proposal Application Identification Form (Form SPO-H-200)
- Table of Contents
- Program Overview
- Experience and Capability
- Project Organization and Staffing
- Service Delivery
- Financial (All required forms and documents)
- Program Specific Requirements (as applicable)

## B. Phase 2 - Evaluation of Proposal Application (100 Points)

***Program Overview:*** No points are assigned to Program Overview. The intent is to give the applicant an opportunity orient evaluators as to the service(s) being offered.

### 1. *Experience and Capability (20 Points)*

The state purchasing agency will evaluate the applicant's experience and capability relevant to the proposal contract, which shall include:

#### A. Necessary Skills

- Demonstrated skills, abilities, and knowledge relating to the delivery of the proposed services.

**B. Experience**

- Adequate experience with the services being proposed. Note: Applicant must have been in business in the State of Hawaii for at least one year and have a minimum of one year's experience with the services proposed.
- Demonstrated experience in working with the target population and to provide service in a manner which accommodates the learning styles and needs of incumbent workers

**C. Quality Assurance and Evaluation**

- Sufficiency of quality assurance and evaluation plans for the proposed services, including methodology.
- Demonstrated ability to meet all reporting requirements.

**D. Facilities**

- Adequacy of facilities relative to the proposed services.
- Convenience and neutrality of training facility location(s)

**2. *Project Organization and Staffing (15 Points)***

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

**A.** ***Staffing***

- Proposed Staffing: That the proposed staffing pattern, client/staff ratio, and proposed caseload capacity is reasonable to insure viability of the services. (Note: Pursuant to ETF policy, class size shall not exceed a student to teacher ratio of 50:1.)
- Staff Qualifications: Minimum qualifications (including experience) for staff assigned to the program.
- Adequate fiscal and administrative support to insure timely preparation and submission of records and reports.

**B.** ***Project Organization***

- Supervision and Training: Demonstrated ability to supervise, train and provide administrative direction to staff relative to the delivery of the proposed services.
- Organization Chart**:** Approach and rationale for the structure, functions, and staffing of the proposed organization for the overall service activity and tasks.

**3.** ***Service Delivery (55 Points)***

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

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

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

with few attendees;

- Adequacy of the Provider's system for verification of participant's attendance in the course;
- Demonstrated ability to provide the proposed services in accordance with ETF policies and procedures (see Special Conditions and Section 2, item III, Scope of Work);
- Demonstrated ability to meet the service requirements under Section 2, III., item B;
- Demonstrated ability to meet the management, billing, and reporting requirements under Section 2, II., item B.

**4. *Financial (10 Points)***

- Competitiveness and reasonableness of unit of service rate. *(Note: Pricing structure of this RFP is based on negotiated unit of service rate.)*
- Adequacy of accounting system.

## 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.

# Section 5

# Attachments

**A.** Proposal Application Checklist
**B.** Sample Proposal Table of Contents
**C.** Sample Matrix of Proposed Training Courses
**D.** Sample ETF Employer Referral Monthly Report
**E.** Invoice Sample for Billing Purposes
**F.** Special Conditions (of State Purchasing Agency)
**G.** General Conditions for Health and Human Services Contracts

# Section 5

# Attachment A

# Proposal Application Checklist

# Proposal Application Checklist

Applicant: _____ RFP No.: _____

The applicant's proposal must contain the following components in the order shown below. This checklist must be signed, dated and returned to the purchasing agency as part of the Proposal Application. SPOH forms ore on the SPO website. See Section 1, paragraph II Website Reference.*

| Item | Reference in RFP | Format/Instructions Provided | Required by Purchasing Agency | Completed by Applicant |
|---|---|---|---|---|
| **General:** | | | | |
| Proposal Application Identification Form (SPO-H-200) | Section 1, RFP | SPO Website | **X** | |
| Proposal Application Checklist | Section 1, RFP | Attachment A | **X** | |
| Table of Contents | Section 5, RFP | Section 5, RFP | **X** | |
| Proposal Application (SPO-H-200A) | Section 3, RFP | SPO Website* | **X** | |
| Hawaii Compliance Express Verification Certificate | Section 1, RFP | Hawaii Compliance Express SPO Website* | | |
| Cost Proposal (Budget) | | | | |
| SPO-H-205 | Section 3, RFP | SPO Website* | | |
| SPO-H-205A | Section 3, RFP | SPO Website* Special Instructions are in Section 5 | | |
| SPO-H-205B | Section 3, RFP, | SPO Website* Special Instructions are in Section 5 | | |
| SPO-H-206A | Section 3, RFP | SPO Website* | | |
| SPO-H-206B | Section 3, RFP | SPO Website* | | |
| SPO-H-206C | Section 3, RFP | SPO Website* | | |
| SPO-H-206D | Section 3, RFP | SPO Website* | | |
| SPO-H-206E | Section 3, RFP | SPO Website* | | |
| SPO-H-206F | Section 3, RFP | SPO Website* | | |
| SPO-H-206G | Section 3, RFP | SPO Website* | | |
| SPO-H-206H | Section 3, RFP | SPO Website* | | |
| SPO-H-206I | Section 3, RFP | SPO Website* | | |
| SPO-H-206J | Section 3, RFP | SPO Website* | | |
| **Certifications:** | | | | |
| ***Federal Certifications*** | | Section 5, RFP | | |
| Debarment & Suspension | | Section 5, RFP | | |
| Drug Free Workplace | | Section 5, RFP | | |
| Lobbying | | Section 5, RFP | | |
| Program Fraud Civil Remedies Act | | Section 5, RFP | | |
| Environmental Tobacco Smoke | | Section 5, RFP | | |
| **Program Specific Requirements:** | | | | |
| Matrix of Proposed Training Courses | Sections 2, 3, and 4, RFP | Sample in Section 5, RFP | **X** | |
| Applicant's Course Catalogue | Sections 2, 3, and 4, RFP | | **X** | |

_____ Authorized Signature

_____ Date

Organization: _____
RFP No:_____

# Section 5

# Attachment B

# Sample Proposal Table of Contents

Organization: _____
RFP No:_____

# Proposal Application
# Table of Contents


**I. Program Overview.....1**

**II. Experience and Capability .....1**
- **A.** Necessary Skills .....2
- **B.** Experience.....4
- **C.** Quality Assurance and Evaluation.....5
- **D.** Coordination of Services.....6
- **E.** Facilities.....6

**III. Project Organization and Staffing .....7**
- **A.** Staffing.....**7**
  1. Proposed Staffing.....7
  2. Staff Qualifications .....9
- **B.** Project Organization .....10
  1. Supervision and Training.....10
  2. Organization Chart (Program & Organization-wide)
     (See Attachments for Organization Charts)

**IV. Service Delivery.....12**

**V. Financial.....20**
See Attachments for Cost Proposal

**VI. Litigation.....20**

**VII. Attachments**
- **A.** Cost Proposal
  Matrix of Proposed Training Courses
- **B.** Other Financial Related Materials
  Most Recent Financial Audit completed after 2008
- **C.** Organization Chart
  Program
  Organization-wide
- **D.** Performance and Output Measurement Tables
  Table A
  Table B
  Table C
- **E.** Program Specific Requirements

Organization: _____
RFP No:_____

# Section 5

# Attachment C

# Sample Matrix of Proposed Training Courses

# ABC Learning, LLC
# DLIR/WDD 2014-01, ETF #1
# Training Matrix

* The prices approved by STATE for services performed persuant to RFP DLIR/WDD 2012-01 shall be fifty-percent (50%) of the cost of the 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 STATE Tuition" column and any excess balance that exceeds the assistance directly to CONTRACTOR.

| Training Activity | | Duration in Hours | Duration in Weeks | Course Schedule | TUITION PRICE | | | Certification offered? Yes/No |
|---|---|---|---|---|---|---|---|---|
| Program Area | Course Title | | | | Tuition Price | State Discount Rate (%) & Cost per unit | Total STATE Tuition and, if applicable, including tax* | |
| Supervisory Skills | Manging Conflict Resolution | 4 | Less than one week | Refer to website for class schedule | $239 | $191 | 200 | No |
| Supervisory Skills | Learning Through Collaboration | 4 | Less than one week | Refer to website for class schedule | $239 | $191 | 200 | No |
| Supervisory Skills | Trust Building | 4 | Less than one week | Refer to website for class schedule | $239 | $191 | 200 | No |



Last Updated
5/22/13

Organization: _____
RFP No:_____

# Section 5

# Attachment D

# Sample ETF Employer Referral Monthly Report

## *ETF EMPLOYER REFERRALS MONTHLY REPORT DLIR/WDD RFP No. 2014-01*

**VENDOR NAME:**
AS OF:
P.O. No.
PO Amt.

| COURSE | EMPLOYER NAME | TRAINEE'S NAME | Date of Employer's Payment | Employer's Check or Credit Card Transaction Number | COURSE START DATE | COURSE END DATE | TOTAL TUITION AMOUNT | 50 % Employer's Cost | 50% DLIR/ETF Cost | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |

Organization: _____
RFP No:_____

# Section 5

# Attachment E

# Invoice Sample for Billing Purposes

## 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 the respective ETF Employer Referral (ER) Report and attendance sign-in sheet with invoice.**

| | |
|---|---|
| ❶ PROVIDER'S Name and Address | ❷ Date: 1/ 29 /14<br>Invoice Number: # 0001 |
| ❸ Sold To: Workforce Development Division<br>Address (see Section 2)<br><br>❹ Attn: Name of State Counselor | ❺ State Purchase Order Number |
| ❻ Name of the Business served: XYZ Stores | |
| ❼ ITEM DESCRIPTION | |

SAMPLE

| | Date of Class | Course No. | Course Title | DLIR's* Tuition |
|---|---|---|---|---|
| Partipant's Name | 1/12/12 | L82503 | Name of Course | 50.00 |
| Partipant's Name | 1/07/12 – 1/08/12 | L83105 | Name of Course | 250.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | ❽ **TOTAL AMOUNT DUE, tax inclusive** | $ 300.00 |

***** Tax Inclusive

Organization: _____
RFP No:_____

# Section 5

# Attachment F

# Special Conditions
# (of State Purchasing Agency)

**STATE OF HAWAII**

# SPECIAL CONDITIONS

1) Any modifications, alterations, amendments, changes, or extensions of any term, provision, or condition of the Agreement under RFP NO. DLIR/WDD 2012-01 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 PROVIDER 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 PROVIDER 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 Vocational 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 1 and 2 above shall be licensed by the State Department of Education (DOE), except as exempted by State statute.

c. STATE shall not be liable for payment of no-show trainees enrolled in distance learning and/or online training courses.

d. PROVIDER shall notify the trainee of the minimum operating system, internet connectivity, and/or software requirements necessary to access the online training course.

e. PROVIDER shall require the trainee to complete any self-paced type of training course within six weeks or forty-two (42) calendar days from the date of enrollment.

f. PROVIDER shall have in place a system to account for each trainee's online attendance in a format that is acceptable to ETF such as a report which logs the dates and times of the trainee's online attendance and the trainee's progress in the course during each online session. PROVIDER shall submit this report when invoicing the State in place of the required attendance sign-in sheets for classroom training.

g. Notwithstanding the aforesaid, all other service specification requirements (included in Attachment S1 and Exhibit A, Scope of Services of this Agreement) shall apply to any distance learning, online education, and self-paced types of courses funded by ETF.

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," "General Conditions," and RFP shall be made a part of the Agreement. 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 and amended 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 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 have been paid. The PROVIDER's subcontractor may be required to submit a tax clearance upon request by the STATE. 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) Paragraph 2.2 Ownership Rights and Copyright is deleted in its entirety.

18) Paragraphs 3.4.4 and 4.1.3 of the General Conditions, in reference to Tax Clearance requirements only, 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.

19) For the purposes of this Agreement, item # 16 of this Attachment, Special Conditions and Paragraphs 1.4, 3.4.3, 5.1, and 4.1.3 of the General Conditions shall not apply to STATE agencies. In addition, Paragraph 3.4.4 of the General Conditions is deleted and shall read as follows as it applies to STATE agencies:

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 also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.

20) This Agreement is for a purchase of health and human services that is exempt from the requirements of Chapter 103F, HRS, as set forth in section 383-128.

Organization: _____
RFP No:_____

# Section 5

# Attachment G

# General Conditions For Health & Human Services Contracts

## 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 (HRS), 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 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 Responsibilites. 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 Modification 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 because of a reduction of 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, or (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. "Personal Information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:

1) Social Security number;

2) Driver's license number or Hawaii identification card number; or

3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

8.1.2 Technological Safeguards. "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 Safeguarding of Material. 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 Retention, Use, or Disclosure. 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 Implementation of Technological Safeguards. 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 Reporting of Security Breaches. PROVIDER shall report to the STATE in a prompt and complete manner any security breaches involving personal information.

8.2.5 Mitigation of Harmful Effect. 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 Log of Disclosures. 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 Certification of Completed Training. PROVIDER certifies that all of its employees who will have access to the personal information have completed training on security awareness topics related to protecting personal information.

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

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

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

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:

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

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 Destruction of Personal Information. 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 Maintenance of Files, Books, Records. 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.

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