

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; and
2. Industry or employer specific training programs where there are critical skill shortages in high growth occupational or industry areas.

F. 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.

G. Probable funding amounts, source, and period of availability

Anticipated funding amounts available for training services provided throughout the term of the contract is approximately \$700,000. 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 up 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 (HCE) to show proof of compliance with the State DCCA, DLIR, DOTAX, and IRS (see Section 1, item II, Website Reference). Proof of HCE registration must be provided upon submission of application. However, no contract will be signed with provider until proof of HCE compliance is provided.
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 shall deliver courses pre-approved by the State from its course catalogue.
13. Provider shall provide certification exams if included in the applicant's proposal.
14. In addition, the Provider may, at option of Provider, 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.
15. 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: 24 months

Length of extension: up to 24 months

Number of possible extensions: 1

Maximum length of contract: 48 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
Email: lance.a.kimura@hawaii.gov

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
- xi. 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
- viii. Cost Estimation
- ix. Planning and Scheduling
- x. 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 the 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.

Maximum class size shall not exceed a student:teacher ratio of 60:1. Special exceptions may be granted to providers who exceed the class size with prior written approval from WDD. Justification for conducting classes beyond the 60:1 student:teacher ratio must be provided.

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 six weeks or forty-two (42) 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, presentations, manuals, and handouts 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 page 3-5, #6 and Special Conditions Page 1, #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 and Cancellations*, 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).
3. In the event that ETF registrations were to go online, Provider will agree to participate.

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 State prefers the Provider shall accept reimbursement for services rendered in the form of credit card payment 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 seven (7) 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.