



DEPARTMENT OF HUMAN SERVICES, OFFICE OF YOUTH SERVICES

RELEASE DATE: July 23, 2015

REQUEST FOR PROPOSALS

No. RFP: HMS 501-16-02

**SEALED OFFERS
FOR**

Risk and Assessment Tool for Youth in the Juvenile Justice System

**STATE OF HAWAII
DEPARTMENT OF HUMAN SERVICES
OFFICE OF YOUTH SERVICES**

ISSUED: July 23, 2015

DATE DUE: August 26, 2015

RFP HMS 501-16-02

REQUEST FOR COMPETITIVE SEALED PROPOSALS

Risk and Assessment Tool for Youth in the Juvenile Justice System RFP No. HMS 501-16-02

The Department of Human Services, Office of Youth Services (OYS), is seeking proposals from qualified applicants to provide a risk and needs assessment tool for youth in the juvenile justice system. The contract term will be from December 1, 2015 to November 30, 2018, and may be extended for an additional 36 months, contingent upon program performance and the availability of funds and budget execution policies.

The RFP shall be available on Thursday, July 23, 2015, and may be downloaded from the State Procurement Office (SPO) website at: <http://spo3.hawaii.gov/notices/notices>.

Proposals must be received no later than 4:30 p.m., Hawaii Standard Time (HST), on August 26, 2015, at the Office of Youth Services, 707 Richards Street, Suite 525, Honolulu, Hawaii 96813. There are no exceptions to this requirement.

The Office of Youth Services will conduct a Pre-Proposal Conference on Wednesday, July 29, 2015, from 9:00 a.m. to 11:00 a.m. HST, at the Office of Youth Services, 707 Richards Street, Suite 525, Honolulu, Hawaii. Prospective Offerors may also call in via phone conference to participate. Please contact the RFP contact person for more details by 4:30 p.m., HST, July 28, 2015 to participate via phone conference.

The deadline for submission of written questions is 4:30 p.m., HST, on August 5, 2015. All written questions will receive a written response from the State which will be posted as an addendum to the RFP on or about August 14, 2015.

Inquiries regarding this RFP should be directed to the RFP contact person:

Merton Chinen
707 Richards Street (Suite 525)
Honolulu, Hawaii 96813
Telephone (808) 587-5712
Fax (808) 587-5734
E-mail: mchinen@dhs.hawaii.gov

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SECTION ONE

INTRODUCTION, TERMS AND ACRONYMS, KEY DATES

1.1 INTRODUCTION

The STATE is soliciting proposals for a comprehensive risk and needs assessment and case management tool that will be used at various decision making points in the juvenile justice system.

1.2 CANCELLATION

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

1.3 TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION

BAFO	=	Best and Final Offer
CPO	=	Chief Procurement Officer
DAGS	=	Department of Accounting and General Services
GC	=	General Conditions, issued by the Department of the Attorney General
GET	=	General Excise Tax
GP	=	General Provisions
Procurement Officer	=	The contracting officer for the State of Hawaii, State Procurement Office
State	=	State of Hawaii, including its departments, agencies, and political subdivisions

1.4 RFP SCHEDULE AND SIGNIFICANT DATES

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

Release of Request for Proposals	7/23/15
Pre-proposal Conference	7/29/15
Due date to Submit Questions	8/05/15
State's Response to Questions*	8/14/15
Proposals Due date/time	8/26/15
Proposal Evaluations	9/2015
Discussion with Priority Listed Offerors (if necessary)	9/2015
Best and Final Offer (if necessary)	9/2015
Notice of Award	9/2015
Contract Start Date	12/01/15

1.5 PRE-PROPOSAL CONFERENCE

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

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

The pre-proposal conference will be held as follows:

Date: 7/29/15
Time: 9:00 a.m.
Location: Office of Youth Services
707 Richards Street, Suite 525
Honolulu, Hawaii 96813

Prospective Offerors may also call in via phone conference to participate. Please contact the RFP contact person for more details by 4:30 p.m., HST, July 28, 2015 to participate via phone conference.

1.6 QUESTIONS AND ANSWERS PRIOR TO OPENING OF PROPOSALS

All questions shall be submitted by the due date specified in Section 1.4, *RFP Schedule and Significant Dates*, as amended.

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

SECTION TWO

BACKGROUND AND SCOPE OF WORK

2.1 PROJECT OVERVIEW AND HISTORY

The Act 201, Session Laws of Hawaii 2014, mandates comprehensive juvenile justice reform, including statewide adoption of a single risk/need assessment tool that will be validated for Hawaii's juvenile justice population. Use of an actuarial assessment tool will improve system decision making and case management of youthful offenders in the State of Hawaii. A committee representing all judicial circuits and the Office of Youth Services (OYS) was tasked with implementation of the mandate, and the federal Office of Juvenile Justice and Delinquency Prevention awarded a grant to Community Resources for Justice/Crime and Justice Institute to provide technical assistance (TA) to Hawaii for the implementation of Act 201.

2.2 SCOPE OF WORK

The OYS is soliciting proposals for a comprehensive risk and needs assessment and case management tool that will be used at various decision making points in the juvenile justice system. This tool will identify: 1) *a youth's risk level for reoffending* and 2) *a youth's criminogenic needs*. This tool will guide decision making, case planning, and help determine the best course of action to reduce risk of reoffending and lead to positive outcomes.

REQUIREMENTS:

The risk and needs assessment and case management tool shall have the following components:

1. Capability of providing a validated risk and need assessment tool aligned with evidence based practices (EBP) and the principles of effective intervention (PEI): Risk, Need, Responsivity, and Fidelity for juvenile justice populations.
2. Web-based automated system including capacity to store data on a remote server.
3. Includes both a pre-screen that determines risk level, and full assessment for in depth case information.
4. Areas of assessment to include but not limited to static and dynamic factors of: Legal History, Family History/Criminality, History of Violence, Anger, Mental Health, Substance Abuse, School/Education, Employment, Community Involvement, Leisure and Recreation, Peers, Attitudes, and Strengths and Skills.
5. Capability to generate reports that will be used to inform the Court, and to develop case plans.

6. Capability to conduct re-assessments to determine progress and level of impact of interventions.
7. Capability to generate aggregate data reports.

ADDITIONAL SPECIFICATIONS:

1. Contractor must have capability to provide technical assistance support related to coaching, ongoing training, e-training opportunities, computer and system software, and access to risk assessment data.
2. Contractor must provide information about case management planning and ability to customize reports.
3. Contractor shall provide information in the following areas:
 - A. Validation studies of the tool when used with youth from indigenous and diverse cultural groups.
 - B. Target population of the risk tool.
 - C. States and jurisdictions where the tool is currently used.
 - D. Validation information about the tool including predictive validity, sample representativeness, and construct validity.
 - E. Validation information should include the statistics to demonstrate the predictive validity of the tool and any independent studies/reports as well as those completed by the developer.
 - F. Inter-rater agreement information.
 - G. Alpha-reliability of scales.
 - H. Studies regarding gender responsiveness of the tool.

TRAINING REQUIREMENTS:

1. Contractor must be capable of providing on-site training in all four Judicial Circuits of the STATE that will include but not limited to:
 - A. Scoring the assessment tool with proficiency.
 - B. Interpreting the results of the assessment including strategies of intervention based on the assessment results.
 - C. Overview of evidence based practices (EBP) and principles of effective intervention (PEI).
 - D. Effective interviewing and engagement skills to improve validity and inter rater-reliability of the tool.
 - E. Use of the assessment results to create case plans.
2. Contractor must be capable of providing web-based e-training that will include but is not limited to:
 - A. Scoring the assessment tool with proficiency.
 - B. Interpreting the results of the assessment including strategies of intervention based on the assessment results.
 - C. Overview of evidence based practices (EBP) and principles of effective intervention (PEI).

- D. Effective interviewing and engagement skills to improve validity and inter-rater-reliability of the tool.
- E. Use of the assessment results to create case plans.

REQUIRED DOCUMENTS TO BE SUBMITTED WITH PROPOSAL

- 1. Sample of Pre-Screen report.
- 2. Sample of full assessment report.
- 3. Sample of a case plan.
- 4. Comprehensive outline of training options.

2.3 PRICING

Contractor shall include cost/pricing for all proposed services including

- 1. Total costs per user.
- 2. Annual costs and any adjustments for multi-year contracts.
- 3. Total costs for software licensing, installation and configuration, and customization.
- 4. Total costs for training, specific to the options offered by the contractor including on-site and e-training.

2.4 TERM OF CONTRACT

The contract term will be from December 1, 2015 to November 30, 2018, and may be extended for an additional 36 months, contingent upon contract performance and the availability of funds and budget execution policies.

When interests of the State or the Contractor so require, the State or the Contractor may terminate the contract for convenience by providing six (6) weeks prior written notice to the other party.

2.5 CONTRACT ADMINISTRATOR

For the purposes of this contract, Merton Chinen, Program Development Officer, 808-587-5712, or authorized representative, is designated the Contract Administrator.

SECTION THREE

PROPOSAL FORMAT AND CONTENT

3.1 OFFEROR'S AUTHORITY TO SUBMIT AN OFFER

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

3.2 REQUIRED REVIEW

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

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

3.3 PROPOSAL PREPARATION COSTS

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

3.4 TAX LIABILITY

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

3.4.2 Federal I.D. Number and Hawaii General Excise Tax License I.D. Offeror shall submit its current Federal I.D. No. and Hawaii General Excise Tax License I.D. number in the space provided on Offer Form, page OF-1,

thereby attesting that the Offeror is doing business in the State and that Offeror will pay such taxes on all sales made to the State.

3.5 PROPERTY OF STATE

All proposals become the property of the State of Hawaii.

3.6 CONFIDENTIAL INFORMATION

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

3.6.2 An Offeror shall request in writing nondisclosure of information such as designated trade secrets or other proprietary data Offeror considers to be confidential. Such requests for nondisclosure shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

3.7 EXCEPTIONS

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

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

3.8 PROPOSAL OBJECTIVES

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

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

3.8.3 When an Offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any

supplemental tasks the Offeror has identified as necessary to successfully complete the obligations outlined in this RFP.

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

3.9 PROPOSAL FORMS

- 3.9.1 To be considered responsive, the Offeror's proposal shall respond to and include all items specified in this RFP and any subsequent addendum. Any proposal offering any other set of terms and conditions that conflict with the terms and conditions providing in the RFP or in any subsequent addendum may be rejected without further consideration.
- 3.9.2 Offer Form, Page OF-1. Offer Form, OF-1 is required to be completed using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable, in the appropriate space on Offer Form, OF-1 (SECTION SEVEN, Attachment 1). Failure to do so may delay proper execution of the Contract.

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

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

3.10 PROPOSAL CONTENTS

Proposals must:

- 3.10.1 Include a transmittal letter to confirm that the Offeror shall comply with the requirements, provisions, terms, and conditions specified in this RFP.
- 3.10.2 Include a signed Offer Form OF-1 with the complete name and address of Offeror's firm and the name, mailing address, telephone number, and fax number of the person the State should contact regarding the Offeror's proposal.

3.10.3 If subcontractor(s) will be used, append a statement to the transmittal letter from each subcontractor, signed by an individual authorized to legally bind the subcontractor and stating:

- a. The general scope of work to be performed by the subcontractor;
- b. The subcontractor's willingness to perform for the indicated.

3.10.4 Provide an **original and four (4) copies** of the proposal, and all of the information requested in this RFP in the order specified.

3.10.5 Be organized into sections, following the exact format using all titles, subtitles, and numbering, with tabs separating each section described below. Each section must be addressed individually and pages must be numbered. There is no page limit restriction for proposals.

a. Transmittal Letter
Offer Form OF-1.

b. Experience and Capabilities.

- 1) A complete, relevant, and current client listing.
- 2) The number of years Offeror has been in business and the number of years Offeror has performed services specified by this RFP.
- 3) A list of key personnel and resumes for those who will be dedicated to this project.
- 4) A list of at least three (3) references from the Offeror's client listing that may be contacted by the State as to the Offeror's past and current job performance. Offeror shall provide names, titles, organizations, telephone numbers, email and postal addresses.
- 5) A summary listing of judgments or pending lawsuits or actions against; adverse contract actions, including termination(s), suspension, imposition of penalties, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations against your firm. If none, so state.

c. A list of sample projects and/or examples of written reports/plans.

d. Project Proposal. Overall methodology, strategy, timeline and plan.

- e. Pricing. Cost breakdown of scope of work, including all materials, supplies, software, licensing fees, training, administrative, travel, and transportation.

See SECTION SIX, Attachment 2, Offer Form OF-2.

3.11 RECEIPT AND REGISTER OF PROPOALS

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

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

3.12 BEST AND FINAL OFFER (BAFO)

If the State determines a BAFO is necessary, it shall request one from the Offeror. The Offeror shall submit its BAFO and any BAFO received after the deadline or not received shall not be considered.

3.13 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF OFFERS

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

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

3.14 MISTAKES IN PROPOSALS

3.14.1 Mistakes shall not be corrected after award of contract.

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

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

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

offer are clearly evident on the face of the proposal, in which event the proposal may not be withdrawn.

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

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

SECTION FOUR

EVALUATION CRITERIA

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

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

- 1) Previous experience, capability and proficiency (25 points)
 - a. Number of years in the business and number of years performing services specified in this RFP. Offeror's relevant experience in designing, development, implementation, consulting, training, and adaptation of risk assessment tool.
 - b. Key personnel assigned to perform scope of work, including educational background, accomplishments, qualifications, skills, duties, responsibilities, experiences, and coordination/project management.
 - c. Reference and client listings for a minimum of 3 previous projects.
- 2) Sample projects and/or examples of written plans, pre-screen report, full assessment report, case plan, etc. (10 points)
- 3) Project Proposal (50 points)
 - a. Knowledge and proficiency with development, implementation, and modification of risk assessment tool. Assessment areas include static/dynamic factors of legal history, family history/criminality, violence, anger, mental health, substance abuse, school/education, employment, community involvement, leisure and recreation, peers, attitudes, strengths, and skills.
 - b. Reports generation. Capability to develop reports for court and case plans; re-assessment of progress/impact of interventions; aggregate data reports
 - c. Methodology. Offeror's approach based on EBP and PEI; inter-rater agreement, validation studies; applications with indigenous and diverse cultural groups; construct validity; gender responsiveness; alpha-reliability of scales.
 - d. Training. On-site and web-based e-training of: scoring assessment tool proficiency; interpreting assessment results with intervention

strategies; overview of EBP and PEI; interviewing and engagement skills; assessment results to create case plans.

- e. Timeline. Execute scope of work in a timely manner, highlighting major activities, tasks, dates of implementation and completion. Demonstrate effective project management to successfully complete project, including flexibility for modifications and adaptations for change orders.

4) Pricing. (15 points)

- a. Cost includes total costs per user; annual costs; adjustments for multi-year contracts; software licensing, installation and configuration, and customization; training, specific to the options offered by the contractor including on-site and e-training.

SECTION FIVE

CONTRACTOR SELECTION AND CONTRACT AWARD

5.1 EVALUATION OF PROPOSALS

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

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

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

5.2 DISCUSSION WITH PRIORITY LISTED OFFERORS

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

5.3 AWARD OF CONTRACT

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

5.4 RESPONSIBILITY OF OFFERORS

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

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

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

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

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

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

5.5 PROPOSAL AS PART OF THE CONTRACT

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

5.6 PUBLIC EXAMINATION OF PROPOSALS

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

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

5.7 DEBRIEFING

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

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

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

5.8 PROTEST PROCEDURES

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

Kerry Kiyabu
Office of Youth Services
707 Richards Street, Suite 525
Honolulu, Hawaii 96813

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

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

5.9 APPROVALS

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

5.10 CONTRACT EXECUTION

Successful Offeror receiving award shall enter into a formal written contract with the STATE. No performance or payment bond is required for this contract.

No work is to be undertaken by the Contractor prior to the effective date of contract. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official starting date.

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

5.11 INSURANCE

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

force and effect throughout the term of the Contract. The Offeror shall provide proof of insurance for the following minimum insurance coverage(s) and limit(s) in order to be awarded a contract. The type of insurance coverage is listed as follows:

Insurance Requirements. The CONTRACTOR shall obtain from a company authorized by law to issue such insurance in the State of Hawaii (or meet Section 431:8-301, Hawaii Revised Statutes, if utilizing an insurance company not licensed by the State of Hawai`i), general liability insurance in an amount of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence and TWO MILLION AND NO/100 DOLLARS (\$2,000,000) in the aggregate (the maximum amount paid for claims during a policy term).

In addition to the general liability insurance, the CONTRACTOR shall obtain from a company authorized to do business in the State of Hawaii (or meet Section 431:8-301, Hawaii Revised Statutes, if utilizing an insurance company not licensed by the State of Hawai`i), automobile liability insurance for automobiles owned or leased by the PROVIDER and used to carry out services specified in this Agreement, that complies with the Hawaii No Fault Insurance Law. The amount shall be at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per accident.

For both the general liability and automobile liability insurance, the insurance coverage 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. The CONTRACTOR shall maintain in effect this liability insurance until the STATE certifies that the CONTRACTOR's work under the Contract has been completed satisfactorily.

The insurance policies shall also provide that:

- 1) It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy.
- 2) The STATE and its officers and employees are Additional Insured with respect to operations performed for the State of Hawaii.

Prior to or upon execution of the Agreement, the CONTRACTOR shall obtain and provide to the STATE a certificate of insurance verifying the existence of the necessary general liability insurance coverage in the amounts stated above. The certificate shall indicate that the STATE and its officers and employees are Additional Insureds.

The CONTRACTOR shall immediately provide written notice to the contracting department or agency should any of the insurance policies

evidenced on its certificate of insurance forms be cancelled, limited in scope, or not renewed upon expiration.

Should the insurance coverages be cancelled, limited in scope, or not renewed upon expiration, before the CONTRACTOR's work under the Contract is certified by the STATE to have been completed satisfactorily, the CONTRACTOR shall immediately procure replacement insurance that complies in all respects with the requirements of this section, and provide a current certificate of insurance to the STATE.

If the scheduled expiration date of the liability insurance policy is earlier than the expiration date of the time of performance under the Agreement, the CONTRACTOR shall timely renew the policy and provide the STATE an updated certificate of insurance.

Nothing in the insurance requirements of this Contract shall be construed as limiting the extent of CONTRACTOR'S responsibility for payment of damages resulting from its operations under this Contract, including the CONTRACTOR'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.

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

5.12 PAYMENT

Incremental payments shall be made to the awarded Contractor based upon receipt of reports and invoices that meet the expectations of the RFP. Compensation shall be inclusive of all expenses for services provided as described in Scope of Work, including preparation time, materials and supplies, meetings, technical assistance, travel and transportation costs.

5.14 CONTRACT INVALIDATION

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