



**STATE OF HAWAII
DEPARTMENT OF LABOR AND
INDUSTRIAL RELATIONS**

LEGAL AD DATE: October 1, 2010

**REQUEST FOR PROPOSAL
No. RFP-10-001-WDC**

**SEALED OFFERS
FOR
A BROAD-BASED COLLEGE ACCESS SYSTEM**

WILL BE RECEIVED UP TO 4:30 P.M. (HST) ON

NOVEMBER 1, 2010 IN PERSON OR

VIA U.S. MAIL POSTMARKED BY OCTOBER 30, 2010

IN THE DEPARTMENT OF LABOR & INDUSTRIAL RELATIONS ADMINISTRATIVE SERVICES OFFICE, PRINCESS RUTH KEELIKOLANI BUILDING, 830 PUNCHBOWL STREET, ROOM 309, HONOLULU, HAWAII 96813. DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO MR. PATRICK FUKUKI, TELEPHONE (808) 586-8888, FACSIMILE (808) 586-8899 OR E-MAIL AT Patrick.S.Fukuki@hawaii.gov

PEARL IMADA IBOSHI
Director of Labor and
Industrial Relations

RFP-10-001-WDC

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SECTION ONE

1.0 TERMS AND ACRONYMS USED HEREIN

BAFO	=	Best and Final Offer
BOE	=	Board of Education, State of Hawaii
Bidder or Offeror	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated
CA	=	Contract Administrator
Director	=	Director of the Department of Labor and Industrial Relations
DLIR	=	State Department of Labor and Industrial Relations
DLIR ASO	=	Department of Labor and Industrial Relations, Administrative Services Office
DLIR BMO	=	Department of Labor and Industrial Relations, Business Management Officer
DLIR WDC	=	Department of Labor and Industrial Relations, Workforce Development Council
DOE	=	Department of Education, State of Hawaii
EC	=	Evaluation Committee
ETA	=	Employment and Training Administration
GET	=	General Excise Tax
GC	=	General Conditions dated 10/08 issued by the Office of the Attorney General, State of Hawaii.
HAR	=	Hawaii Administrative Rules
HRS	=	Hawaii Revised Statutes
PM	=	Project Manager
P-20	=	Hawaii P-20 Partnerships for Education
RFP	=	Request for Proposals
State	=	State of Hawaii, Department of Labor and Industrial Relations
State PM	=	State Project Manager
UH	=	University of Hawaii System

1.1 INTRODUCTION

In an effort to enhance college access opportunities for all students in Hawai‘i, the DLIR WDC is seeking proposals from qualified entities to establish a broad-based college access system. This integrated system will be designed to provide students and families with a single source of information about preparing for and financing a college education including the college search, selection and application processes; transcript management; scholarship searches; financial aid applications including Free Application for Federal Student Aid (FAFSA); career explorations, and other related services. This system will also provide a source of information for high schools and college campuses that serve the

students. The system is envisioned to be an accompanying tool to the Personal Transition Plan that every State of Hawai'i high school graduate must complete before graduation.

1.2 AUTHORITY TO ISSUE THE RFP

This RFP is issued under the provisions of the Hawaii Revised Statutes (HRS), Chapter 103D. All offerors are charged with the presumptive knowledge of all requirements cited by these authorities, and submission of a valid executed proposal by any offeror shall constitute admission of such knowledge on the part of such offeror. Failure to comply with any requirement may result in the rejection of the proposal. The DLIR reserves the right to reject any or all proposals received, or to cancel this RFP, if it is in the best interest of the State.

1.3 CANCELLATION

The RFP may be cancelled and any or all proposals rejected in whole or in part, without liability, when it is determined to be in the best interest of the State. The contract resulting from this RFP shall be paid with federal funds received by the DLIR. In the event funds are insufficient, this RFP will be canceled.

1.4 SIGNIFICANT DATES

The delivery and work schedule set out herein represents the State's best estimate of the schedule that will be followed. If a component of this schedule, such as Proposals Due date is delayed, the rest of the schedule may be shifted by the same number of days. The approximate schedule is as follows. All time is shown as Hawaiian Standard Time (HST).

EVENTS	DATE
Advertisement of RFP and Pickup	October 1, 2010
Deadline for Written Inquiries	October 15, 2010
Addendum for Response to Question Received, if required	October 22, 2010
Proposals Due:	November 1, 2010
Evaluations of Proposals & Offerors Presentations/ Discussions (if necessary)	November 8-10, 2010
Best and Final Offers (if necessary)	November 17, 2010
Contractor Selection	November 23, 2010
Notice of Award (Estimated)	November 30, 2010
Contract Issuance Date/Notice to Proceed	December 30, 2010

1.5 WRITTEN INQUIRIES

Written inquiries must be submitted on letterhead of the organization and must reference the RFP number, page, paragraph, and line or sentence to which the question relates. Furthermore, the offerors should list any exceptions to the terms, conditions, specifications, or other requirements listed herein.

Inquiries by e-mail or phone will not be accepted. All written inquiries received by the deadline will receive a written response that will be faxed and/or mailed to each offeror who has registered for this RFP with the DLIR. All written responses shall be issued as an addendum to the RFP and become, thereby, part of the RFP.

1.6 SUBMISSION OF PROPOSALS

The offeror shall submit an **original and six (6) copies of the proposal** in sealed envelopes or packages to the following address no later than the date and time specified below:

Department of Labor and Industrial Relations
Administrative Services Office
Princess Ruth Keelikolani Building
830 Punchbowl Street, Room 309
Honolulu, HI 96813

Each qualified offeror may submit only one (1) proposal in response to this solicitation. More than one (1) proposal will not be accepted from any offeror.

One (1) original and Six (6) bound and sealed copies shall be received by the Officer-in-Charge no later 4:30 p.m. Hawaii Standard Time (HST) on November 1, 2010 or postmarked no later than October 30, 2010. Any mail-ins postmarked after October 30, 2010 will not be accepted for review and will be returned unopened.

Proposals received after the Proposal Due Date and Time will NOT be accepted. Each offeror accepts all risks associated with incorrect delivery or failure to deliver proposal package to the DLIR Administrative Services Office before such date and time by any courier, mail or other delivery service.

1.7 ISSUING OFFICE AND CONTACT PERSON(S)

This RFP is issued by the DLIR. The Officer-in-Charge, mailing address, and phone numbers are as follows:

Mr. Patrick Fukuki, Business Management Officer
DLIR Administrative Services Office
830 Punchbowl Street, Room 309
Honolulu, Hawaii 96813
(808) 586-8888 / (808)586-8899(FAX)

**SECTION TWO
BACKGROUND INFORMATION, STATEMENT OF WORK,
AND SCOPE OF SERVICES**

GENERAL INFORMATION

2.1 BACKGROUND INFORMATION

On February 29, 2008, Governor Linda Lingle designated the Department of Business, Economic Development & Tourism as the state agency to apply for and administer the federal grant under the College Access Challenge Grant Program (“CACGP”). On August 9, 2010, the DBEDT entered into a Memorandum of Agreement with the Department of Labor and Industrial Relations (“DLIR”) to have the DLIR’s Workforce Development Council (“WDC”) execute the CACGP.

The purpose of the CACGP funds is to increase the number of underrepresented students (includes students from lower socioeconomic backgrounds, minorities, etc.) who enter and remain in postsecondary education by helping eligible students gain entrance to and succeed in a postsecondary education environment.

The Hawai‘i P-20 Partnership for Education (“P-20”), the DLIR WDC, Department of Business, Economic Development, and Tourism, the Hawai‘i Department of Education (“DOE”) and the University of Hawai‘i (“UH”) have been jointly working to improve high school students' opportunities to be career and college ready. They will plan a joint project to develop a "college access portal" to provide comprehensive, personalized information for students and parents, about career and college planning. The partners envision that such a system could incorporate the DOE’s Personal Transition Plan required for high school graduation, "degree audits" to examine students' high school records relative to requirements for high school graduation as well as college and career in their fields of interest, college applications for postsecondary institutions, and secured electronic transfer of high school transcript information for admissions and financial aid awards.

2.2 OPPORTUNITY

2.2.1. DLIR WDC and Hawai‘i P-20, working closely with DOE and UH college counselors, information technology specialists, and personal transition plan coordinators will develop a Student WebPortal that will provide early college preparation and access information to Hawaii’s students throughout their secondary education levels (grades 6 through 12). Tentatively, the WebPortal will provide the following features:

- A. BOE Recognition Diploma Audit (or College Readiness Audit) - an online summary report of students’ academic performance throughout secondary education, and a list of coursework that the students will need to take to be

“college-bound” by fulfilling the requirements of the new Board of Education Recognition Diploma.

- B. College and career planning – a tool to help students identify their career interests and map out the coursework in secondary and postsecondary education levels that they need to undertake in order to achieve their career goals.
- C. College application tools – a tool to help the students prepare for the college application process, from preparing for the Scholastic Aptitude Test, to writing an application essay for admission, to completing a college application form for any institutions of higher education.
- D. Financing options – a resource center on financing options that are available, especially for the underrepresented students, in terms of scholarships and federal aid, as well as information on financial literacy and debt management.

2.2.2. Hawai‘i Department of Education Data System

DOE is the state department of education that oversees all public schools grades K-12 in Hawaii with about 172,000 students. Currently, student information is handled through a number of different systems that perform different functions, e.g., eSIS (Electronic Student Information System) is the student information system that holds demographics and transcript information; eCSSS (Electronic Comprehensive Student Support System) is the student support services system that holds counseling information, etc. All DOE students have unique student identifiers (student ID). The DOE is currently developing a data-warehouse where all data will be housed. These systems are maintained by different divisions under the DOE Information Technology Branch.

The Hawai‘i State DOE Student Warehouse is currently, a relational Oracle 10G database running on a Linux VM platform. The Data Warehouse (DW) dimensional model implements star schemas linking fact tables to dimension tables with student level granularity. Oracle Warehouse Builder (OWB) is the Extract, transform, and load (ETL) tool that designs data models and generates the Procedural Language/Structured Query Language (PLSQL) ETL scripts. OWB is also used to extract student data nightly into a longitudinal Operational Data Store (ODS). The ODS captures data at the row level and implements a Slowly Changing Dimension type 2 (SCD2) methodology to maintain the longitudinal data.

The DW and ODS extract data from the Office of Human Resources (OHR) database, eSIS, School Food Services system, Database of English Language Learners, eCSSS, Hawai‘i Standard Assessments data and Virtual Address eXtension (VAX) Student Demographics file.

The Hawai‘i DOE is planning to migrate the Data Warehouse and ODS to a Microsoft Structured Query Language (SQL) Server 2008 (64 bit) platform. The

Hawai‘i DOE is hiring a vendor to develop and implement a data model using Microsoft SQL Server Integration Services (SSIS), SQL Server Reporting Services (SSRS), SQL Server Analysis Services (SSAS), and Performance Point Business Intelligent (BI) Stack. Security for the BI dashboard will use Lotus Notes LDAP (Lightweight Directory Access Protocol), for authentication and extracting attributes such as occupation (principals, teachers, superintendent, etc.), and location (school, district, State office, etc.).

A number of college/career planning/exploration tools have been developed or contracted from external vendors such as Ecos and Kuder. ePortfolio is a tool developed by the DOE to collect and create an electronic portfolio of students’ work in high school. Starting with the class of 2010, all high school graduates will be required to prepare a Personal Transition Plan (PTP). PTP is defined as an individually designed and custom-tailored plan of action for each high school student to move successfully from high school to post-secondary and/or career venues. The plan shall have the elements of goal attainment, identification of available resources to students, evidence to support the plan of action taken by the student, and a student self-evaluation component. Based on guidelines provided by the DOE, each school is given latitude to develop their own curriculum on how to develop a PTP for their students, and an Electronic Personal Transition Plan (ePTP) curriculum guide is currently available. Other organizations/programs have also developed stand-alone college/career planning/exploration tools which are available to all students private/public (e.g. UH Community College Career Exploration (careerconnections.hawaii.edu), Career and Technology Education Career Exploration, and the DLIR’s Career Kokua (www.careerkokua.org)).

2.2.3. University of Hawai‘i

The University of Hawaii System is a 10-campus system with seven community colleges and three 4-year institutions. The UH has implemented the Sungard Higher Education Banner Student and Financial Aid software as the UH’s integrated online student information system. The Banner Student Information System (Banner) integrates services across different academic and student support functions for all ten UH campuses. The transactional database supporting the Banner system is using the Oracle RDBMS (Relational database management system) 10g, and the system security is a role-based implementation. The Banner Identification Management team has responsibility over defining and approving group privileges and roles.

The UH’s Sungard Higher Education Banner Operational Data Store (ODS) is a relational Oracle 10g database that houses unit-level student data. The ODS provides enterprise-wide operational and ad hoc reporting for a consistent view of institutional data. The ODS uses the Extract, Transform, and Load (ETL) process, by extracting data from the source database (Banner) and loading it into the ODS. All ETL activities are performed from within Oracle PL (Procedural Language)/SQL packages and deployed into the ODS database schema using

Oracle Warehouse Builder (OWB). The ETL packages, or “mappings”, execute the delete, update and load data from Banner into the ODS on a nightly basis, and the system security is a role based implementation. The University of Hawai‘i System Institutional Research Office (IRO) controls the approval and definition of group privileges and roles.

The UH has also developed an internal degree audit system (STAR) to help students navigate through college requirements and keep track of their academic progress. The UH Banner system is maintained by the UH Information Technology Services department. All 10 campuses require the same common application form, which can be submitted online or in paper format.

Recently, the UH and DOE have established a memorandum of understanding that allows the sharing of student data between the two organizations.

2.2.4. Department of Labor and Industrial Relations

Career Kokua, the Hawaii Career Information Delivery System (HCIDS), is a program of the Department of Labor and Industrial Relations’ Research & Statistics Office. It is a computerized system of career and related educational information. Its mission is to provide localized current information for career decision making and career planning and also provide quality localized career information to Hawaii’s schools and career development agencies.

Career Kokua is a comprehensive system consisting of the following:

- A local Occupations database covering 90% of the employment available in the state. There are 476 Occupational Profiles consisting of the following data tables and fields: Overview, Work Activities, Related Educational Programs, Related Career Pathways, Interests, Skills and Abilities, Working Conditions, Physical Demands, Hiring Practices, Current Employment, Wages (local and national), Knowledge, Helpful High School Courses, Licensing/Certification/Designation/Registration Requirements, Preparation Methods, Outlook, Advancement Opportunities, Additional Sources of Information, Career Videos, and Links to actual job listings in HireNet Hawaii (DLIR’s job matching system).
- Databases of Military Occupational Specialties and Military Employment Information.
- A database about Self-Employment and Entrepreneurship. Topics include: “Is Self-Employment Right for You?”, an entrepreneurial career assessment, Self-Employment Opportunities, Starting a Business, Creating a business plan, and Resources for starting your own business.
- A database of information about Hawaii’s Industries and the services and products they provide. The information includes Size (number of establishments and employment in Hawaii), Current Market Conditions,

Outlook (events and trends that may affect the industry and its jobs in Hawaii), Occupations employed by the industry, and Employers in Hawaii.

- Databases with information about over 800 Programs of Study and Training in Hawaii and the types of degrees and certificate programs available. Topics include the purpose and intent of the programs, Course Work, and the Schools in Hawaii offering certificate and degrees for that particular program.
- Databases with information on about 100 local licensed and accredited schools and training agencies. Topics include Deadlines, School and Class Schedules, Special Instructional and Alternative Credit Programs, School Visits, New Student and Transfer Admissions, Steps for Applying, Costs, Financial Aid Offered, and Services for All Students.
- Job Search Aids
- Job Keeping Strategies
- A database of Community Resources (businesses and employers) willing to provide first-hand career information activities and work-based learning opportunities.
- Linkages to a provider of college searches and college information on over 4,000 colleges and universities in the U.S.
- Linkages to a database of over 1.6 million sources of Financial Aid.
- Career Assessment Tools which utilize various factors such as skills, work values, interests, personality types, and work preferences and life priorities to generate personalized lists of local occupations.
- An Activities Handbook which provides lesson plans, worksheets, and activities for the implementation and integration of Career Kokua into ongoing curriculum and career services.
- A Parent Resources module which provides information and resources on how parents and families can help their children with career planning and career decision making.

All assessments and information files are reviewed and updated annually. Data is stored and maintained in Access and MySQL databases. Career Kokua staff utilizes phpMyAdmin (software tool) to manage the databases, data tables, and perform program and information updates.

2.3 STATEMENT OF WORK

The CONTRACTOR will work with the DLIR, DLIR WDC, Department of Business, Economic Development and Tourism (DBEDT), the DOE, the UH system, P-20 and other institutes of higher education (to be determined) to develop and implement an interactive education-based Hawai'i student web portal that focuses on providing support services for students, parents, and faculty and staff of secondary and postsecondary educational institutions.

Phase I: October 2010 – December 2010

Phase I is for information purposes only, to be performed by the State DLIR WDC. Issue the RFP for WebPortal Stage 1. Develop and execute an RFP for Phase 2: Development and implementation of the Hawaii Student WebPortal. Select a contractor to provide the platform/software and bring in priority DOE and postsecondary components; implement WebPortal (stage 2). Release RFP and execute contract. Promote college-going and early preparation message in marketing campaign.

Phase II: January 2011 – August 2011

Includes the technological development and planning for WebPortal. Development of training and marketing rollout of the WebPortal. Pilot implementation of the WebPortal. Complete the technological development of the WebPortal. Launch the WebPortal. Identify additional appropriate funding sources to sustain WebPortal (e.g., Perkins, GEAR UP, etc).

2.4 SCOPE OF SERVICES

The vendor shall design an integrated web portal to provide Hawai‘i’s students with the following functions:

2.4.1. Site Objectives

The portal will provide every student in Hawai‘i’s schools with their own secured login account, and perform the following functions:

- A. Auto-populate the site with the following student information upon login:
 - 1. Name
 - 2. School
 - 3. Courses taken/transcript information
 - 4. Grade level
 - 5. Test scores (e.g. Hawai‘i State Assessment, SAT, etc.)
- B. Students should be able to access:
 - 1. Academic records:
 - a. review their courses and grades
 - b. match their academic progress against the BOE Recognition Diploma requirements
 - 2. Career exploration:
 - a. take interest survey(s) and explore various career and college options
 - b. develop roadmap/personal transition plan
 - 3. College exploration and application:
 - a. research college programs such as Engineering, and college and/or program/major admission requirements

- b. upload additional materials for their personal portfolio, e.g. reference letters
 - c. apply for college and pay application fee online where required
 - d. request high school transcript to be electronically transmitted to college applied (e.g., UH)
4. Financial aid information:
- a. research scholarship and financial aid information
 - b. complete Free Application for Federal Student Aid (FAFSA)
 - c. request transcript(s) to be electronically submitted to other organizations (e.g. Hawaii Community Foundation for scholarship application)
- C. DOE school counselors should be able to:
- 1. View their students' academic progress
 - 2. View the number of colleges that the students have applied to
 - 3. Develop summary reports on college applications, usage, etc.
 - 4. Communicate with students and their families using individual and group electronic mail capability.
- D. Parents should be able to:
- 1. View their child's academic record
 - 2. Review their child's progress toward high school graduation, college admittance and career goals
 - 3. Communicate with their child's school counselor via electronic mail capability.
- E. System Administrators should be able to:
- Extract data on overall usage, type of users, number of college applications, list of colleges applied to, number of FAFSA completed, etc.
- F. Adult learners should be able to:
- 1. Establish their own account (choose user id and password)
 - 2. Take interest survey(s) and explore various career and college options
 - 3. Research college and training programs
 - 4. Apply for college or training programs online
 - 5. Research financial aid information

The web portal must be able to interface with the student information systems currently used at the DOE (eSIS) and the University of Hawai'i (Banner) to ensure data transferability. The portal should also be comprehensive, adaptable and able to integrate some of the functionality that is already available in the DOE or University of Hawai'i, such as the ones described in the Background section (p. 5).

2.5 DELIVERABLES

- 2.5.1. One month after execution of contract:
 - A. Complete need and current system assessment.
 - B. Development of workplan, timeline for development and implementation, and specific milestones/deliverables and deadline of delivery.

- 2.5.2. By May 2011, the Offeror must deliver a web portal that accomplishes the following:
 - A. Development and testing of student web portal with secure login and pre-populated with student academic information (report card) that matches against BOE Recognition Diploma requirements and other graduation requirements.
 - 1. Provide detailed curriculum requirements for admission to college programs that are available in the State of Hawaii.
 - 2. Develop electronic portfolio with students' academic records with courses taken, grades, Grade Point Average, test scores (e.g. Advanced Placement, SAT/American College Testing (ACT), etc.).
 - 3. Match students' academic records with curriculum requirements for college/program admission and provide feedback on progress.

 - B. Development and testing of electronic portfolio with career exploration module that provides assessment tools such as interest surveys, career pathways and salary information that will also fulfill students' personal transition plan requirements.
 - 1. Develop career planning materials for high school students.
 - 2. Provide assessment tools including: appropriate/applicable aptitude tests, interest inventories, and personality inventories that match a student with careers.
 - 3. Develop an electronic portfolio that allows a student to store assessment test results and career information.

 - C. Include information on financial aid and scholarship for college education, and assist with scholarship application preparation and FAFSA completion.
 - 1. Provide a financial aid module that will inform students about the net cost of going to college and its affordability by providing estimates of financial aid and cost of attendance.
 - 2. List of different forms of aid available to students with application information.
 - 3. Searchable database of scholarships based on students' interest, demographics or program of study, etc.
 - 4. Scholarship application resources, such as assistance for essay writing.

- D. Development and testing of college exploration module in the electronic portfolio that matches students' career interests with college program information and admission requirements.
 - 1. Develop a list of colleges and programs/majors with admission information.
 - 2. Match students' career interests to college programs that are available from colleges in the State of Hawaii.
 - 3. Allow students to choose certain features such as class size, location and degrees offered and match them with colleges.

- E. Electronic data transfer of transcript and applicant information from DOE (eSIS) to UH (Banner) and/or other university applications and requests for transcripts.
 - 1. Auto-populate applications for any college in the State of Hawaii.
 - 2. Submit college application electronically.
 - 3. Electronic transfer of transcript data from DOE to UH upon students' request.

- F. Tracking and system usage monitoring capability for high school counselors, principals, and administrators.
 - 1. Provide teachers and/or counselors with access to students' portfolios.
 - 2. Provide student account and access frequency information to counselors, principals and DOE administration.
 - 3. Provide DOE administrators with reports on: overall usage, type of users, number of completed college applications and number of completed FAFSA applications.

2.5.3. By July 31, 2011:

- A. Development of training materials and curriculum for high school counselors on functionality of the portal and integration with personal transition plan course work.
- B. Final report and recommendations for future development.
- C. Manual for ongoing maintenance of the system.
- D. Provide training as indicated in section 2.8.2.
- E. Development of module for adult learners:
 - 1. Account creation upon user's request.
 - 2. Provide assessment tools including: aptitude tests, interest inventories, and personality inventories that match a use with appropriate/applicable careers.
 - 3. Match users' career interests to college programs that are available from colleges in the State of Hawaii.
 - 4. Provide a financial aid module that will provide adult learners with the net cost of going to college, and list different forms of available financial aid.

2.6 FUNCTIONAL REQUIREMENTS

The website and database must be a client-hosted solution capable of being fully maintained and operated by the client if desired. It must be accessible using a variety of modern web browsers and user devices. The website must use a single user sign-on and interface, and map of the entire website and links must be provided for comprehensive navigation.

Full documentation and on-line help must be provided for all users and administrator functions.

2.7. SYSTEM REQUIREMENTS

- 2.7.1. All technical and functional requirements shall comply with higher education, state and federal regulations such as the Family Educational Rights and Privacy Act and Hawaii State law regarding the protection of confidentiality.
- 2.7.2. The system must be compatible with the existing data systems already in use at the DOE, UH, and DLIR.
- 2.7.3. The system should be easily maintained in a secure manner through the use of content management software. The site should not require programming skills when making content updates.
- 2.7.4. In order to minimize costs, use of open-source software (database, programming tools, content management system) and commodity hardware is preferred wherever feasible. The system must be able to be hosted at a client site and source code must be provided for the entire system.
- 2.7.5. Provide information relative to system architecture as follows:
 - A. Hardware and software recommendations for immediate term implementation with scalability for growth and operational cost control.
 - B. Specifications and a network diagram showing the location of firewall(s) in relation to application and database servers.
 - C. Proposal should include cost estimates for initial implementation and ongoing maintenance for local hosting of the portal, including back-up/recovery capability.
- 2.7.6. Provide a comprehensive security plan as follows:
 - A. Security-related documentation should be coordinated with the general support system and/or network manager(s) to ensure that adequate application and installation documentation are provided to ensure continuity of operations.
 - B. Controls must be designed to permit only authorized access to or within the application, to restrict users to authorized transactions and functions and restrict access to the database, operating system and management functions.

- C. Must have capability to establish an Access Control List or register of the users and the types of access permitted by each user, with distribution of management access control down to the high school level.
- D. Controls are required to detect unauthorized transaction attempts by authorized and/or unauthorized users.
- E. Develop password and session management and control that follow industry best practices.
- F. Audit trail mechanisms must be in place for the system. In general, an event record should specify: type of event, when event occurred, user ID associated with the event, and program or command used to initiate/terminate the event.
- G. Fully encrypt all login information and all sensitive data sent via the internet.

2.7.7. As a requirement to ensure universal accessibility, the vendor must comply with all guidelines included in Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d).

2.8. TRAINING

2.8.1. Provide an on-line users manual.

2.8.2. Provide initial training as part of project implementation and training manuals to enable staff, as identified by State PM, to conduct future training itself, if desired. Training should include:

- A. Training for data importing and manipulation. Provide staff with at least a two-day session for initial training.
- B. For local high school counselors, provide one-day onsite training sessions for each of the four counties in Hawaii.

SECTION THREE WORK PLAN AND REQUIREMENTS

3.1 WORK PLAN

Offeror shall be responsible for designing and submitting to the DLIR WDC a work plan, including a timeline for the implementation of the Internet System for the DLIR WDC in two (2) project phases. Phase I and Phase II will include the work described in Section 2.3. The purpose of the plan is to ensure the proper coordination of all organizations and activities. The plan shall include, but not be limited to, identification of specific phases, tasks and activities, schedules, deliverables, identification of personnel responsibilities, and other information required to ensure a successful implementation.

3.2 PROJECT MANAGER REQUIREMENTS

Offeror shall designate a Project Manager (PM) for this project to be responsible for installation, testing, deployment, and acceptance of all work performed under this RFP. The PM shall have technical and operational decision making authority.

The PM shall work with the STATE PM to coordinate System implementation, testing, and deployment. The PM shall provide verbal and written progress reports. The PM shall also provide the following:

- A. Submit written notification and explanation of any schedule changes, installation delays, and problem resolution foreseen by the Contractor to the STATE PM.
- B. Integrate installation schedule to be within the overall project schedule and who shall be held responsible for ensuring all products, labor, and other related elements necessary to facilitate the installation are identified and made available in order to meet the project schedule.
- C. Be responsible for monitoring the project and bringing all changes, modifications, or discrepancies to the attention of the STATE PM.
- D. Schedule all work with the STATE PM.

3.3 ACCEPTANCE TEST REQUIREMENTS

The DLIR WDC will conduct acceptance tests following the development and connection of the system to the DLIR WDC mainframe test region site. The tests conducted by DLIR WDC will demonstrate the functionality of the system as described in Section 2.3 Statement of Work.

Upon successful completion of the Acceptance Test of each Phase, the STATE PM shall notify the Contractor of his/her approval in writing and authorize connecting the system into Production.

3.4 SYSTEM IMPLEMENTATION AND DEPLOYMENT REQUIREMENTS

Phase I will commence on October 1, 2010.

Phase II will be implemented by January 1, 2011.

3.5 TRAINING REQUIREMENTS

- A. The Contractor shall provide training on the use of the System to all staff identified by the State PM. The Contractor shall provide training for all staff that use the System. The following types of training and written manuals specific to each type of training must be provided prior to implementation of the System:
 - 1. Staff who access the System (training should cover administrative functions performed by authorized staff), and
 - 2. Administrators of the System.
- B. The training must be offered prior to implementation of the system as well as prior to any major software/hardware upgrades, as appropriate.
- C. The Contractor must offer various training alternatives, such as on-site, off-site or on-line training sessions.

3.6 DOCUMENTATION REQUIREMENTS

The system must be fully documented, including a complete summary and detail of the following:

- A. User documentation;
- B. Business Requirements;
- C. System installation, administration and procedural documentation;
- D. System architecture documentation, including software, hardware and network infrastructure, application design architectures, and hosted environment;
- E. Conversion and migration of existing data to the new System; and
- F. Data model documentation.

3.7 QUALIFICATION REQUIREMENTS OF FIRM AND STAFF

The Contractor (or "Offeror") shall provide a comprehensive description of its ability to meet the staffing requirements outlined in this RFP. The names and resumes of personnel assigned to this project will be submitted in the proposal. Substitute or additional personnel will not be used until a resume is received and approved by the STATE PM. The STATE PM reserves the right to request the removal of personnel from any and/or all work on this project upon written notification to the Contractor.

If subcontractor(s) will be used, proposals shall include a statement from each, signed by an individual authorized to legally bind the subcontractor, and stating:

- A. The subcontractor's name, mailing address, telephone number, fax number, and contact person.
- B. The general scope of work to be performed by the subcontractor.
- C. The subcontractor's willingness to perform the work indicated.

The Offeror shall provide a list of similar installations (minimum of three installations) successfully completed by the Offeror and available for inspection. Similar is intended to mean:

- A. Equivalent to or larger in size.
- B. Utilization of the same or similar system as proposed in the Offeror's response.
- C. A system installation that is roughly equivalent to the State's requirements.

The above references shall be included for contact:

- A. Name of Company
- B. Address of Company
- C. Name of Contact
- D. Address of Contact
- E. Telephone Number
- F. FAX Number
- G. E-Mail Address
- H. Business Description

The State may contact some or all of the references. The Offeror shall clear such contact with the reference so as to avoid any communication problems or "proprietary information" problems with the reference. The State may wish to visit the Offeror's office and/or one or more similar installations. The Offeror shall, upon request, accompany the State personnel to these sites.

3.8 PRICE STRUCTURE REQUIREMENTS

Price structure must be outlined per listed requirement and by each phase (if applicable). A Total Sum Bid must be given for the project and should be broken down into costs related to the requirements of this RFP, including costs for travel and miscellaneous items, which must be itemized. (See Attachments for a sample Offer Form). A plan for contingencies including possible cost overruns and change orders must be included.

SECTION FOUR PROPOSAL FORMAT AND CONTENT

4.1 INTRODUCTION

One of the objectives of this RFP is to make proposal preparation easy and efficient, giving Offerors ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective. When an Offeror submits a proposal, it should be a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Offeror has identified as necessary to successfully meet the obligations outlined in this RFP.

Please be aware that Section 6 SPECIAL PROVISIONS identifies additional procurement related requirements that the Offeror shall meet. Specifically, Section 6.10 PROPOSAL PREPARATION and Section 6.8 SUBMISSION OF PROPOSAL should be scrutinized.

Proposals shall:

- A. Provide all of the information requested in this RFP in the order specified.
- B. Submit in three-ring binders, organized into sections, with tabs separating each section described below:
 - 1. Table of Contents
 - 2. Transmittal Letter
 - Offer Form
 - Wage Certificate
 - Tax Equalization Certificate
 - 3. Executive Summary
 - 4. Work Plan
 - 5. Functionality
 - 6. Licensing, Security and Back-Up Solutions, and Maintenance Support
 - 7. Qualifications of Firm and Staff
 - 8. Price Structure
 - 9. Technical Information
 - 10. Confidential Information
 - 11. Exceptions
 - 12. Required Certificates

These sections are primarily designed to provide information necessary for DLIR WDC to evaluate offers pursuant to the Evaluation Criteria provided in SECTION FIVE of this RFP. Offeror is advised to review the Evaluation Criteria and to provide all information necessary to allow the DLIR WDC to effectively evaluate the Offeror's proposal based on these criteria.

One (1) original and six (6) copies of each proposal shall be submitted on forms and in the format specified in this RFP (see Section 6.10H, ORIGINAL PROPOSAL, BEST AND FINAL OFFER AND FINAL OFFER (IF ANY) AND COPIES TO BE SUBMITTED).

4.2 FORMAT AND CONTENT

Any material deviation from these requirements may adversely affect the evaluation of the proposal.

Offerors must follow the requirements set forth below. Proposals must be organized in the following sections in the exact format using all titles, subtitles, and numbering, with tabs separating each section. Each section must be addressed individually and pages must be numbered.

Section I: **Table of Contents.** A table of contents should list the individual sections of the Proposal and their corresponding page numbers. Tabs should separate each of the individual sections.

Section II: **Transmittal Letter.** Include a Transmittal Letter confirming that the Offeror shall comply with all of the provisions of this RFP and containing the complete name and address of the 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.

Offer Form. Include a completed OFFER FORM. See ATTACHMENTS for a facsimile of the form.

Wage Certificate. Include a completed WAGE CERTIFICATE. See ATTACHMENTS for a facsimile of the form.

Tax Equalization Certificate. Include a completed TAX EQUALIZATION CERTIFICATE. See ATTACHMENTS for a facsimile of the form.

Section III: **Executive Summary.** Include an Executive Summary, signed by an officer of the company, describing the Offeror and providing a brief synopsis of the proposal, including benefits to the State if accepted. This synopsis should be three (3) or fewer pages in length and easily understood.

Section IV: **Work Plan.** Include among other things, the identification of specific phases, tasks and activities, schedules, deliverables, identification of personnel responsibilities, and other information required to ensure a successful implementation.

Section V: **Functionality.** Describe how the proposal addresses all requirements specified in Section 2.3. For each requirement, the Offeror must indicate whether it is “Fully Compliant” or “Non-Compliant”.

Section VI: **Maintenance Support.** Describe how the proposal addresses requirements of Section 2.4, 2.5, and 2.6.

Section VII: **Qualifications of Firm and Staff.** Describe how the proposal addresses requirements of Section 3.7.

Section VIII: **Price Structure.** Establish a price structure for the listed requirements as explained in Section 3.8.

Section IX: **Technical Information.** Offeror shall place in this section any technical information, product brochures, descriptions, literature, or other materials required by this RFP or referenced in its proposal.

Other brochures and/or specification literature not otherwise required by this RFP shall be submitted upon request. If requested, such brochures and/or specifications shall be delivered within seven (7) business days of receipt of the request.

Section X: **Confidential Information:** Offeror shall place all Confidential Information, if any, in this tabbed section with a request in writing for nondisclosure of designated trade secrets or other proprietary data. See Special Provisions Sections 6.20, CONFIDENTIAL INFORMATION.

Section XI: **Exceptions.** Offeror shall list any exceptions taken to the terms, conditions, specifications, or other requirements listed herein. Offeror shall reference the RFP section where exception is taken, a description of the exception taken, and the proposed alternative, if any. The absence of any exception by the Offeror represents compliance with every requirement of this RFP.

Offeror shall not submit its organization’s terms and conditions, standard contracts, or other agreements unless requested by the DLIR WDC. General references to such items or attempts at complete substitution of such items may result in disqualification of the Offeror’s proposal. Offerors are encouraged to submit specific alternate language to the DLIR WDC terms and conditions if such changes are desired. The decision to accept or reject any exceptions taken shall be at the discretion of the DLIR WDC and its decision shall be final.

Section XII: **Required Certificates.** Certificates listed below shall be submitted at the time of Award. However, if valid certificates are not submitted on a timely basis for award of a contract, an offer otherwise responsive and

responsible may not receive the award (See Section 6.16, AWARD OF CONTRACT, timely Submission of all Certificates). Offerors are requested to apply for these certificates and submit to the DLIR Business Management Officer (BMO) with their offer.

Tax Clearance. Refer to Section 6.16, AWARD OF CONTRACT, HRS Chapter 237, tax clearance requirement for award.

Form LIR#27. Refer to Section 6.16, AWARD OF CONTRACT, HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.

Certificate of Good Standing. Refer to Section 6.16, AWARD OF CONTRACT, Compliance with Section 103D-310(c)(1) and (2), HRS.

Evidence of Insurance. Certificate of insurance evidencing Commercial General Liability and Automotive Liability Insurance (occurrence form). Refer to 6.26, INSURANCE REQUIREMENTS.

4.3 ECONOMY OF PRESENTATION

Proposals shall be prepared in a straightforward and concise manner, and shall describe the offering(s) and capabilities in a format that is reasonably consistent and appropriate to the purpose. Emphasis shall be on completeness and clarity of content. If any additional information is required by the DLIR WDC regarding any aspect of the Offer's proposal, it shall be provided within five (5) business days after receipt of the request.

4.4 ORAL PRESENTATION

Respondents to this RFP may be required to make an oral presentation of their proposal with a demonstration of their products to ensure a thorough and mutual understanding. The DLIR WDC shall schedule the time and location for these presentations (if required), normally within five (5) days following the Proposal's Due date.

SECTION FIVE
EVALUATION CRITERIA AND CONTRACTOR SELECTION

5.1. PROPOSAL FORMAT

Proposals should respond to each of the following requests in the order indicated. Each response should be identified by its own numbered tab within the proposals for ease of reference. The total length of the proposal should not exceed 50 pages.

5.1.1. Background on firm (15 points)

Provide an overview of your organization including information on size, organizational structure, location(s), ownership and affiliations, and years of experience in web development, specifically college access web portal development. Criteria to be evaluated may include, but is not limited to, the following:

- A. Has the Offeror submitted a plan to provide suitable staffing to service the DLIR WDC under the contract?
- B. Is the staff located properly to handle the demands expected under the contract?
- C. What are the qualifications and/or certifications of the Offeror's staff assigned to this project?
- D. How long has the Offeror been in business?
- E. If subcontractor(s) are to be used, what are their qualifications in reference to the above criteria?
- F. Have previous customers expressed satisfaction with the Offeror's product/services?
- G. Is the staff size appropriate for servicing the project?
- H. Does the Offeror provide phone support with toll free phone and fax numbers?
- I. How will the Offeror ensure timely delivery of products?
- J. What is the Offeror's record for timely delivery service?
- K. Do references support the Offeror's ability to perform the required work?
- L. Does the Offeror have a working understanding of the State of Hawaii government structure?
- M. Does the Offeror have a working understanding of the State of Hawaii procurement, accounting, and payment procedures?

5.1.2. Technical work plan (30 points)

Provide a technical work plan, including a project breakdown and a timeline for each event, task and decision point in the work plan. Criteria to be evaluated may include, but are not limited to, the following:

- A. How many service personnel does the Offeror employ?

- B. Are the Offeror's firewall and security policies and practices adequate?
- C. Are the Offeror's backup and recovery policies and procedures adequate?
- D. What is the Offeror's reputation for customer service?
- E. Does the Offeror exhibit willingness to service its customers and provide proper resources?
- F. Does the Offeror provide support manuals and training?

5.1.3. Cost proposal (30 points)

Provide cost proposals to accomplish the scope of this RFP. The budget must encompass all needs assessment, design, production, licensing operations (if applicable), training, support and software acquisitions necessary for the development and maintenance of this new website. All costs are presumed to be included unless otherwise indicated. Proposal shall include an annual and/or monthly cost for maintenance, back-up and recovery solutions. As part of the cost proposal, include the hourly rate charges for personnel and the number of hours those personnel will be working. Include costs, with itemization, for licensing, security maintenance, testing and training. Criteria to be evaluated may include, but are not limited to, the following:

- A. Is the pricing proposed competitive and reasonable?
- B. What is the Offeror's past performance in maintaining current pricing on DLIR WDC contracts?

Overall, a maximum of thirty (30) points of the total evaluation points will be assigned to evaluate cost. In converting cost to points, the lowest cost proposal will automatically receive the maximum number of points allocated to cost, 30 points. The point allocations for cost on the other proposals will be determined through the method set out as follows:

$$\frac{[\text{Lowest Cost Proposal} \times 30 \text{ points (max.)}]}{[\text{Offeror's Proposal Cost}]} = \text{Points}$$

5.1.4. Quality of previous work (Websites) (10 points)

List websites your company has developed that best reflect relevancy to this project. Criteria to be evaluated may include, but are not limited to, the following:

- A. Does the Offeror have a proven track record of its capability to perform the requirements of this RFP?
- B. Does the Offeror have a sound reputation and developed goodwill in the information technology industry and business community?

5.1.5. Project staff (10 points)

Identify the project's organizational structure and the name and title of personnel assigned to the project. Provide summaries of the professional biographies and experience of all persons who shall perform work under the contract. Also

include the name of the program manager for the project and contact information.

5.1.6. Other factors (5 points)

Please include any other services or ideas not mentioned in the Scope of Services that you are willing to provide as part of the contract. Please provide a detailed description of these services and itemized costs.

5.2. All acceptable proposals will be evaluated by a committee composed of members from the DLIR WDC, DOE and UH personnel based on the criteria listed in this RFP and whether the proposal sufficiently answers these questions:

- A. Does the Offeror have a good understanding of the requirements of this RFP?
- B. Does the proposal fulfill the requirements of this RFP?
- C. Does the proposal address all features, functionalities, and requirements for the Student WebPortal for the DLIR WDC?
- D. Does the proposal incorporate new technology platforms and industry practices?
- E. Does the proposal provide sufficient security to restrict access for different users and safeguard all data in the System?
- F. Does the proposal demonstrate that the System will be effective, efficient, and user-friendly for the public?
- G. Does the Offeror clearly state the steps and effort needed to install, deploy, and host the new System, including connection to the DOE and UH data systems and connection to the DLIR WDC mainframe data base?
- H. Does the Offeror have a proven track record of its capability to perform the requirements of this RFP?

5.3. After the initial review of proposals by the committee, the committee may establish a priority list of vendors to conduct further discussions. The list will consist of at least the three highest ranked vendors. These vendors may be asked to make presentations to the evaluation committee. If after discussions with the priority-listed vendors an amendment to the RFP is needed, the priority-listed vendors will be permitted to submit a new proposal or amend their first proposal that would then be considered as their best and final offer.

5.4. Evaluations will be based on overall services to be provided, qualifications, experience and costs. A contract may or may not necessarily be awarded to the vendor submitting the lowest cost proposal.

5.5. Evaluative Criteria:

- 1. Background and experience of firm 15 points
- 2. Technical work plan 30 points
- 3. Cost and budget 30 points

4. Quality of previous work 10 points
5. Quality of project staff 10 points
6. Other factors 5 points

SECTION SIX SPECIAL PROVISIONS

6.1 SCOPE

Services for licensing, installation, deployment, security, back-up and recovery solutions, and maintenance of the System for the DLIR WDC shall be in accordance with this RFP, with this Special Provision, the attached Specifications, and the Attorney General's General Conditions (GC), Form AG-008 Rev. 8/29/2008, and on the following website:

<http://www4.hawaii.gov/StateForms/Internal/ShowInternal.cfm>

6.2 RESPONSIBILITY OF OFFERORS

The Offeror is advised that if awarded a contract under this solicitation, the Offeror will, upon award of the contract, furnish proof of compliance with the requirements of §3-122-112, Hawaii Administrative Rules (HAR):

- A. Chapter 237, tax clearance;
- B. Chapter 383, unemployment insurance;
- C. Chapter 386, workers' compensation;
- D. Chapter 392, temporary disability insurance;
- E. Chapter 393, prepaid health care; and
- F. One of the following:
 - 1. Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawaii business"); or
 - 2. Be registered to do business in the State (hereinafter referred to as a "compliant non-Hawaii business").

Refer to the Award of Contract provision herein for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

Refer to <http://www.spo.hawaii.gov/statutes-and-rules/admin-rules/3-122InterimRules4-18-2005.pdf/>

6.3 TERM OF CONTRACT

The term of the contract shall commence on the date specified on the Notice to Proceed. Offerors are advised that funds are available for the current fiscal year ending September 30, 2011. Should there be insufficient funds, thereafter, the State may terminate this agreement without any penalties.

The Contract shall commence on the official commencement date specified on the Notice to Proceed issued upon execution of the contract by both parties. The successful Offeror shall be required to enter into a formal written contract to commence work on this project

The contract will end on September 30, 2011, subject to availability of funds. Security, back-up and recovery solutions, as well as Maintenance of the system may be annually extended pending satisfactory performance as determined each year by the DLIR WDC.

6.4 OVERVIEW OF THE RFP PROCESS

- A. The RFP is issued pursuant to Subchapter 6 of Chapter 3-122, HAR, implementing Section 103D-303, HRS.
- B. The procurement process begins with the issuance of the RFP by the DLIR WDC and the formal response to any written questions or inquiries regarding the RFP. Changes to the RFP will be made only by a written Addendum.
- C. Proposals shall not be opened publicly, but shall be opened in the presence of two (2) or more procurement officials. The register of proposals and Offerors' proposals shall be open to public inspection after posting of the award.
All proposals and other materials submitted by Offerors become the property of the State and may be returned only at the State's option.
- D. Proposals shall be evaluated by the Evaluation Committee (EC) in accordance with the evaluation criteria in Section 5. The proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable.
- E. Proposals may be accepted on evaluation without discussion. Prior to entering into discussions, if any, a "priority list" of responsible Offerors submitting acceptable and potentially acceptable proposals shall be generated. The priority list may be limited to a minimum of three responsible Offerors who submitted the highest-ranked proposals.
- F. If during discussions there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate such clarification or change. Addenda to the RFP shall be distributed only to priority listed Offerors who submit acceptable or potentially acceptable proposals.
- G. Following any discussions, Priority Listed Offerors shall be invited to submit their BAFO, if required. The EC reserves the right to have additional rounds of discussions with the top three (3) Priority Listed Offerors prior to the submission of the BAFO, should that prove necessary.
- H. The date and time for Offerors to submit their BAFO, if any, is indicated in Section 1.4, Significant Dates. If the Offeror does not submit a notice of withdrawal or a BAFO, the Offeror's immediate previous offer shall be construed as its BAFO.
- I. After receipt and evaluation of the BAFOs in accordance with the evaluation criteria in Section 5, the EC will make its recommendation to the Procurement Officer. The Procurement Officer will award the contract to the Offeror whose proposal is determined to be the most advantageous to the DLIR WDC taking into consideration price and the evaluation factors set forth in Section 5.
- J. The contents of any proposal shall not be disclosed during the review, evaluation, discussion, or negotiation process. Once the award notice is posted, all proposals,

successful and unsuccessful, become available for public inspection. Those sections that the Offeror and the DLIR WDC agree are confidential and/or proprietary should be identified by the Offerors and shall be excluded from access.

- K. The Procurement Officer or evaluation committee reserve the right to determine what is in the best interests of the State for purposes of reviewing and evaluating proposals submitted in response to the RFP. The EC will conduct a comprehensive, fair and impartial evaluation of proposals received in response to the RFP.
- L. The RFP, any addenda issued, and the successful Offeror's proposal shall become a part of the contract. All proposals shall become the property of the State of Hawaii.

6.5 CONTRACT ADMINISTRATOR

The CA or its designee shall chair status meetings, oversee scheduling of the DLIR WDC resources, receive all deliverables, and monitor and assess the selected Contractor's performance. For purposes of this contract, the CA is: Mr. James Hardway.

6.6 STATE PROJECT MANAGER

The STATE PM is responsible for system implementation, operations, and monitoring and assessing Contractor performance. The STATE PM shall serve as the DLIR WDC primary liaison with the Offerors during all phases of the RFP process and with the Contractor during all phases of the Contract. The STATE PM shall be responsible to secure the necessary information and/or decisions to facilitate the resolution of project issues in a timely manner. The DLIR WDC PM for this contract is: Mr. James Hardway.

Mr. James Hardway
Executive Director
Workforce Development Council
Department of Labor and Industrial Relations
830 Punchbowl Street, Room 417
Honolulu, HI 96813
Telephone: (808) 586-8671
Fax: (808) 586-8674

6.7 PERMITS, CERTIFICATES, AND LICENSES

The Contractor shall obtain and pay for all permits, certificates, and licenses required and necessary for the performance of the work specified herein, shall post all notices required by law, and shall comply with all laws, ordinances, and regulations bearing on the conduct of the work specified.

The Contractor shall comply with all business registration requirements prior to commencing work under this contract. Failure to comply with the requirements of this paragraph may be grounds for a proposal to be rejected or the contract to be terminated.

6.8 SUBMISSION OF PROPOSAL

Proposals shall be received at the DLIR Administrative Services Office (ASO), 830 Punchbowl Street, Princess Ruth Keelikolani Building, Room 309, Honolulu, Hawaii, 96813, no later than the date and time stated on the cover page of the RFP. Timely receipt of offers shall be evidenced by the date and time registered by the DLIR Business Management Officer's (BMO) time stamp clock. Offers received after the deadline shall be returned unopened.

Each Offeror may submit only one (1) proposal. Alternate proposal(s) will not be accepted. If the Offeror chooses to deliver its offer by United States Postal Service (USPS), please be aware that the USPS does not deliver directly to Room 309. This may cause a delay in receipt by the DLIR BMO and the offer may reach the DLIR BMO after the deadline. Refer to Section 1.6 for more information on when the proposals need to be postmarked by the USPS.

Potential Offerors are advised to contact the DLIR BMO to insure that the Offeror's name, address, telephone and facsimile number(s) are on record for addenda distribution. The DLIR WDC shall not be responsible for distribution of addenda to those potential Offerors who have not provided this information to the DLIR BMO.

Submission of a proposal shall constitute an incontrovertible representation by the Offeror of understanding, acceptance, and compliance with every requirement of this RFP unless otherwise noted as specified herein, and that the RFP documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the work.

Before submitting a proposal, each Offeror must:

- A. Examine the solicitation documents thoroughly. Solicitation documents include this RFP, any attachments and any other relevant documentation.
- B. Become familiar with State, local, and federal laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work specified herein.

6.9 REQUIRED REVIEW AND WRITTEN INQUIRIES

- A. Offerors are charged with presumptive knowledge of all requirements of the cited authorities, including State, local, and federal laws, ordinances, rules and regulations that may in any manner affect cost, progress, or performance of the work. Submission of a valid executed proposal by an Offeror shall constitute a representation and certification of such knowledge on the part of the Offeror.
- B. The Offeror shall carefully review this solicitation for defects and questionable or objectionable matter. This will allow issuance of any necessary amendments to the RFP. It will also help prevent the opening of a defective solicitation and exposure of Offeror's proposal upon which an award could not be made.

- C. Any exception taken to the terms, conditions, specifications, or other requirements listed herein, shall be listed in the Exceptions section of the Offeror's proposal, if the exception is unresolved by the Proposal's Due Date.
- D. Comments concerning defects and questionable or objectionable matter shall be made in writing and submitted to the DLIR Business Management Officer's address no later than the date and time specified in SIGNIFICANT DATES (Section 1.4).
- E. No pre-proposal conference will be held.
- F. Written inquiries must be received, not simply postmarked, by the DLIR Business Management Officer (BMO) by the deadline specified. Written inquiries must state the page, paragraph, and line or sentence to which the question relates.
- G. All written inquiries received by the Deadline for Written Inquiries specified in SIGNIFICANT DATES (Section 1.4) shall receive a written response that will be mailed, faxed and/or emailed to each Offeror, provided that the Offeror's mailing address, facsimile number, and email address have been given to the DLIR BMO. The DLIR BMO shall not be responsible for notifying those potential Offerors who have failed to provide the necessary contact information. All written responses shall be issued as an addendum to the RFP and become, thereby, part of the RFP.

6.10 PROPOSAL PREPARATION

- A. **OFFER FORM** The Offeror is requested to submit its offer using the Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate the exact legal name in the appropriate space on the Offer Form. Failure to do so may delay proper execution of the contract.

The authorized signature on the first page of the Offer Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

- B. **OFFER GUARANTY** An offer guaranty is NOT required for this RFP.
- C. **HAWAII BUSINESS** A business entity referred to as a "Hawaii business", is registered and incorporated or organized under the laws of the State of Hawaii.
- D. **COMPLIANT NON-HAWAII BUSINESS** A business entity referred to as a "compliant non-Hawaii business," is not incorporated or organized under the laws of the State of Hawaii, but is registered to do business in the State.
- E. **TAX LIABILITY.** Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and offerors are advised that they are liable for the

Hawaii General Excise tax (GET) at the current 4.5% rate. 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, the Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption. Out-of-State Offerors not possessing a GET license must complete a Tax Equalization Certificate.

- F. **TAXPAYER PREFERENCE.** For evaluation purposes, pursuant to §103D-1008, HRS, the Offeror's tax-exempt price offer submitted in response to an RFP shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.
- G. **WAGE CERTIFICATE.** Refer to the Attachments located in this RFP. The Offeror shall complete and submit a Wage Certificate by which the Offeror certifies that services required will be performed pursuant to §103-55, HRS. The Offeror is advised that although item 2 of the Wage Certificate is not applicable to this solicitation, since there are no public sector employees performing work similar to the requirements herein, item 1 of the certificate applies, and therefore submission of the Wage Certificate is required.
- H. **ORIGINAL PROPOSAL, BEST AND FINAL OFFER AND FINAL OFFER (IF ANY) AND COPIES TO BE SUBMITTED** Original and six (6) copies of the proposal, and of the Best and Final Offer, if any, are required. The original shall be clearly marked as "ORIGINAL" and shall be single sided, in three-ring binders, organized in sections, tabs separating each section, and signed by the person with the authority to commit the Offeror. The six (6) copies shall be copies of the original, clearly marked "Copy ___ of 6 copies".

The Offeror shall submit typewritten proposals. The Offeror is cautioned that illegible offers of any item(s) may be automatically rejected to avoid any errors in interpretation by the reviewers during the evaluation process.

Failure to include the items requested by the RFP in the Offeror's proposal may be cause for the proposal to be determined non-responsive and rejected.

All proposals become the property of the State of Hawaii.

Copies of documents transmitted by Offerors via facsimile machines shall be limited to the modifications or withdrawal of an offer pursuant to section 3-122-16.07, HAR, respectively.

- I. **COSTS INCURRED IN PREPARING THE PROPOSAL** Costs for developing the Proposal and for making any presentations prior to awarding the contract shall be the sole responsibility of the Offeror, whether or not any award results from this solicitation. The State of Hawaii shall not reimburse any of these costs whatsoever.

J. **PACKAGING OF PROPOSAL** The packaging containing the proposal and the subsequent BAFO, if any, shall be sealed and clearly marked as follows:

- (Name of Offeror)
- (Offeror's Mailing Address)
- (Offeror's Telephone No.)
- (Offeror's Facsimile No.)
- RFP No. RFP-010-001-WDC
- Developing, Installing, & Maintaining a Broad-Based College Access System
- (Bid Opening Date and Time)

Note: The packaging containing the envelope of the BAFO, if any, shall be additionally labeled "Best and Final Offer".

6.11 RULES OF PROCUREMENT

To facilitate the procurement process, various rules have been established as described in the following subsections.

No Contingent Fees

No Offeror shall employ any company or person, other than a bona fide employee working solely for the Offeror, or company regularly employed as its marketing agent, to solicit or secure this contract. Nor shall it pay or agree to pay any company or person, other than a bona fide employee working solely for the Offeror, or a company regularly employed by the Offeror as its marketing agent, any fees, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award of a contract to perform the specifications of this RFP.

Restriction on Communication with State Staff

From the issuance date of this RFP until an Offeror is selected and the selection is announced, communications with the DLIR WDC staff may be made pursuant to Section 3-143-401, HAR.

RFP Amendments

The DLIR reserves the right to amend the RFP at any time prior to the closing date for submission of the proposal. Changes to the RFP shall be done via addenda.

Rules for Withdrawal or Revision of Proposals

A proposal may be withdrawn or revised at any time prior to, but not after November 1, 2010. In order to withdraw or revise a proposal, a request in writing by the Offeror, or their authorized representative, must be submitted to the Issuing Officer. This

withdrawal or revision must be filed with the Issuing Officer before the deadline of the receipt of proposals, but shall not prejudice the right of an Offeror to submit a new proposal before or on the deadline for receipt of proposals.

Independent Price Determination

State law requires that a proposal shall not be considered for award if the price in the proposal was not arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other offeror or with any competitor.

An Offeror shall include a certified statement in the proposal certifying that the proposal was arrived at without any conflict of interest as described above. Should a conflict of interest be detected at any time during the contract, the contract shall be null and void, and the Offeror shall assume all costs of this project until such time that a new Offeror is selected.

Confidentiality of Information

If an Offeror seeks to maintain the confidentiality of sections of the technical proposal, each page of the section(s) should be marked as “Proprietary” or “Confidential.” Proprietary or confidential information includes, but is not limited to, business secrets, financial information, employee information, etc. An explanation to the DLIR of how substantial competitive harm would occur if the information were released is required. The DLIR will maintain the confidentiality of the information to the extent allowed by law.

6.11.1 ACCEPTANCE OF PROPOSALS

The DLIR reserves the right to reject any or all proposals received, or to cancel this RFP, if it is in the best interest of the State of Hawaii.

The DLIR also reserves the right to waive minor irregularities in proposals, provided such action is in the best interest of the State.

Where the DLIR may waive minor irregularities, such waiver shall in no way modify the RFP requirements or excuse any offeror from full compliance with the RFP specifications and other contract requirements, if the offeror is awarded the contract.

The DLIR reserves the right to consider as acceptable, only those proposals submitted in accordance with all technical requirements set forth in this proposal offering. Any other set of terms and conditions contradictory to those included in this RFP may be disqualified without further notice.

6.11.2 PROPOSAL INSPECTION

During the proposal evaluation and award recommendation period, proposals shall not be available for inspection.

6.11.3 DISQUALIFICATION OF OFFERORS

An Offeror shall be disqualified and the offer automatically rejected for any one or more of the reasons:

- A. Proof of collusion, in which case, all offers involved in the collusive action will be rejected and any participant to such collusion will be barred from future solicitations until reinstated.
- B. Offeror's lack of responsibility and cooperation as shown by past work or services.
- C. Offeror's being in arrears on existing contracts with the State or having defaulted on previous contracts.
- D. Offeror's lack of proper equipment and/or sufficient experience to perform the work contemplated.
- E. Offeror does not possess proper license to cover the type of work contemplated, if required.
- F. Offeror's delivery of the proposal after the deadline specified in this RFP.
- G. Offeror's failure to pay, or satisfactorily settle, all bills overdue for labor and material on former State contracts at the time of issuance of this RFP.

6.11.4 IRREGULAR PROPOSALS

Proposals considered irregular for one or more reasons including, but not limited to the following, may adversely affect the Offeror's proposal:

- A. If the proposal letter or transmittal letter is unsigned by the Offeror, or does not include notarized evidence of the authority of the officer submitting the proposal to submit such proposal.
- B. If the proposal shows any non-compliance with applicable laws or contains any unauthorized additions or deletions, conditioned, incomplete, or irregular or is in anyway making the proposal incomplete, indefinite, or ambiguous as to its meaning.
- C. An unbalanced proposal in which the price for any item is obviously out of proportion to the prices for the other items.

6.12 PRICING

Pricing for deployment, data conversion and migration, training, documentation, licensing, security, back-up and recovery solutions, and maintenance for each Phase will be all inclusive, including but not limited to, all applicable taxes, transportation and labor costs to deliver, install and test the system to ensure full operational function.

6.13 CANCELLATION OF RFP AND PROPOSAL REJECTION

The DLIR WDC reserves the right to cancel this RFP and to reject any and all proposals in whole or in part when it is determined to be in the best interest of the State.

The DLIR WDC shall not be liable for any costs, expenses, loss of profits or damages, whatsoever, incurred by an Offeror in the event this RFP is cancelled or a Proposal is rejected.

6.14 OFFER ACCEPTANCE PERIOD

The DLIR WDC's acceptance of offer, if any, will be made within sixty (60) calendar days after the opening of proposals. Prices quoted by the Offeror shall remain firm for the sixty (60) day period.

6.15 EVALUATION OF PROPOSALS

An evaluation committee of at least three (3) State employees selected by the State PM shall evaluate proposals. The evaluation will be based solely on the evaluation criteria set out in Section Five of this RFP and in accordance with the process set forth in Section 6.4.

6.16 AWARD OF CONTRACT

METHOD OF AWARD

The Award, if made, shall be to the responsible Offeror whose proposal is determined to be responsive and the most advantageous to the State taking into consideration the evaluation factors set forth in this RFP.

RESPONSIBILITY OF OFFEROR

Reference §3-122-112, HAR. Prior to the award, the Offeror shall produce documents to the DLIR Director to demonstrate compliance with this section. Offerer shall be incorporated or organized as a Hawaii business or a compliant non-Hawaii Business and shall submit prior to award certificates from the Department of Taxation (DOTAX), Department of Labor and Industrial Relations (DLIR) and Department of Commerce and

Consumer Affairs (DCCA), Business Registration Division (BREG) or be registered and compliant with Hawaii Compliance Express, link found at <http://vendors.ehawaii.gov/hce/splash/welcome.html>.

HRS CHAPTER 237, TAX CLEARANCE REQUIREMENT FOR AWARD

Instructions are as follows:

Pursuant to §103D-328, HRS, the Offeror awarded with the contract shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. It must be valid on the date it is received by the DLIR.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): http://www.hawaii.gov/tax/a1_1alphalist.htm

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

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX: (808) 587-1488
IRS: (808) 539-1573

Out-of-state Offerors mailing their tax clearance applications should mail it to the DOTAX Oahu District Office. The mailing address is:

State Department of Taxation
Taxpayer Services Branch
P. O. Box 259
Honolulu, HI 96809-0259

The application for the clearance is the responsibility of the Offeror, and must be submitted directly to the DOTAX or IRS, and not to the DLIR BMO. However, the completed tax clearance certificate shall be submitted to the DLIR BMO.

The successful Offeror awarded the contract is also required to submit an original copy or certified copy of a tax clearance for final payment on the contract.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award. Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive Offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the DLIR BMO. A photocopy of the certificate is acceptable to the DLIR BMO.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form LIR#27 which is available at <http://hawaii.gov/labor/forms/forms/DCD-LIR27.pdf> or at the neighbor island DLIR District Offices.

The application for the certificate is the responsibility of the Offeror, and the executed certificate must be submitted directly to the DLIR BMO.

COMPLIANCE WITH SECTION 103D-310(c), HRS

Pursuant to section 3-122-112, HAR, the lowest responsive Offeror shall be required to submit a *CERTIFICATE OF GOOD STANDING* (Certificate) as proof of compliance with the requirements of section 103D-310(c), HRS issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the DLIR BMO. A photocopy of the certificate is acceptable to the DLIR BMO.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at www.BusinessRegistrations.com. To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

TIMELY SUBMISSION OF ALL CERTIFICATES

The above certificates should be applied for and submitted to the DLIR BMO as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an Offeror otherwise responsive and responsible offer may not receive the award.

COMPLIANCE WITH FEDERAL REGULATIONS

Pursuant to 34 CFR Parts 74 and 80, Education Department General Administrative Regulations (EDGAR), certain specific provisions must be included and complied with by

the selected Contractor if the contract is paid with federal funds. Provisions of 34 CFR Parts 74 and 80 are available at:

<http://www2.ed.gov/legislation/FedRegister/finrule/2000-1/031600a.html>

HAWAII COMPLIANCE EXPRESS (HCE)

Vendors may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a “Certificate of Vendor Compliance.” The HCE provides current compliance status as of the issuance date. The “Certificate of Vendor Compliance” indicating that the vendor’s status is compliant with the requirements of §103D-310(c), HRS, shall be accepted for both contracting purposes and final payment. Vendors that elect to use the HCE services will be required to pay an annual fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC).

FINAL PAYMENT REQUIREMENTS

Contractor is required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

In addition to the tax clearance certificate, an original “Certification of Compliance for Final Payment” (SPO Form-22), attached, will be required for the final payment. A copy of the Form is also available at www.spo.hawaii.gov. Select “Forms for Vendors/ Contractors” from the Procurement of Goods, Services, & Construction - Chapter 103D, HRS, menu. Alternately, a “Certificate of Vendor Compliance” issued by the HCE will be acceptable for this requirement.

6.17 ADDITIONAL TERMS AND CONDITIONS

The DLIR WDC reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

6.18 RE-EXECUTION OF WORK

The Contractor shall re-execute any work that fails to conform to the requirements of the contract which appear during the course of the work and shall immediately remedy any defects due to faulty workmanship by the Contractor.

6.19 LIQUIDATED DAMAGES

Refer to Section 9 of the GC. Liquidated damages are fixed at the sum of FIVE HUNDRED DOLLARS (\$500.00) for each and every calendar day the Contractor fails to perform in whole or in part any of his obligations specified hereunder.

6.20 CONFIDENTIAL INFORMATION

If an Offeror believes that any portion of its proposal, offer, specification, protest, or correspondence contains information that should be withheld as confidential, then the Officer-in-Charge named in item 1.7 should be so advised in writing and provided with justification to support the confidentiality claim. Price is not considered confidential and will not be withheld.

An Offeror shall request in writing nondisclosure of designated trade secrets or other proprietary data considered confidential. Such data 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.

Pursuant to Section 3-122-58, HAR, the head of the purchasing agency or designee shall consult with the Attorney General and make a written determination in accordance with Chapter 92F, HRS. If the request for confidentiality is denied, such information shall be disclosed as public information, unless the person appeals the denial to the Office of Information Practices in accordance with Section 92F-42(12), HRS.

6.21 REQUIRED REVIEW

The Offeror shall carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable matter must be **made in writing and should be received by the DLIR BMO prior to the deadline for written questions as stated in the Significant Dates, Section 1.4.** This will allow issuance of any necessary corrections to the RFP. It will also help prevent the opening of a possibly defective solicitation and unnecessary exposure of the Offeror's proposal when an award could not be made.

6.22 QUESTIONS PRIOR TO OPENING OF PROPOSALS

All questions must be submitted in writing and directed to the Officer-in-Charge. The DLIR WDC will respond to written questions by the date indicated in Section 1.4. Significant Dates, or as amended.

6.23 PROPOSAL AS A PART OF THE CONTRACT

This RFP, any addenda, and all or part of the successful proposal shall be incorporated into the contract.

6.24 EXCEPTIONS

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

The Offeror shall not submit their organization's terms and conditions, standard contracts, or other agreements unless specified herein. General references to such items or attempts at complete substitution of such items may result in disqualification of the Offeror's proposal.

The Offerors are encouraged to submit specific alternate language to the DLIR WDC terms and conditions if such changes are desired. The decision to accept or reject any exceptions or alternatives shall be at the discretion of the DLIR WDC and its decision shall be final.

6.25 INSURANCE REQUIREMENTS

The Offeror shall have a Commercial General Liability Policy, Installation Floater Liability Policy and an Automobile Liability Policy.

Upon the Contractor's execution of the contract or earlier, the Contractor agrees to deposit with the DLIR WDC certificate(s) of insurance necessary to satisfy the DLIR WDC that the following insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the DLIR WDC during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the DLIR WDC, the Contractor shall be responsible for furnishing a copy of the policy or policies.

The Contractor shall maintain in full force and effect during the life of this contract liability and property damage insurance to protect the Contractor and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself or by a subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, the Contractor may require the subcontractor to provide its own insurance that meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its subcontractor(s), where appropriate:

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (CGL) (occurrence form)	\$2,000,000 combined single limit per occurrence for personal injury, bodily injury, and property damage

Installation Floater
(occurrence form)

Minimum coverage is the
cost of the system that will
be installed

Automotive Liability
(occurrence form)

\$1,000,000 combined single
limit per occurrence for personal
injury, bodily injury, and property
damage

Each insurance policy required by this contract, including a subcontractor's policy, shall contain the following clauses:

- A. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Labor and Industrial Relations Administrative Services Office, Room 309, 830 Punchbowl Street, Honolulu, Hawaii 96813."
- B. "The State of Hawaii is added as an additional insured in respect to operations performed for the State of Hawaii."
- C. "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."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the DLIR WDC to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required insurance shall not be construed to limit the Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, the Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

6.26 SUBCONTRACTING

No work or services shall be subcontracted or assigned without the prior written approval of the Contract Administrator. No subcontract shall under any circumstances relieve the Contractor of its obligations and liability under this contract with the DLIR WDC. All persons engaged in performing the work covered by the contract shall be considered employees of the Contractor.

The DLIR BMO shall only interact with the Contractor's single point of contact with the overall vendor selected for the contract. Should the awarded vendor choose to use subcontractors to provide hardware or software services, the DLIR BMO shall not be required to contact those subcontractors when service or maintenance is needed. The DLIR BMO will only contact the Contractor and it will be the responsibility of the Contractor to contact the subcontractors.

6.27 EXECUTION OF CONTRACT

No performance or payment bond shall be required for this contract.

For awards totaling \$25,000 or more, the DLIR WDC shall forward to the successful Offeror a formal contract to be signed by the Contractor and returned within ten (10) days. No work is to be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed issued by the DLIR WDC upon execution of the contract by both parties.

For awards totaling less than \$25,000, the DLIR WDC reserves the option of issuing a Purchase Order in place of a formal contract. The issuance of a purchase order does not waive compliance with the Specifications, Special Provisions and the Attorney General's GC incorporated in the solicitation. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profit, or any damages whatsoever incurred by your company prior to receipt of the purchase order.

6.28 NOTICE TO PROCEED

No work is to be undertaken by the Contractor prior to the official commencement date specified on the Notice to Proceed. The State of Hawaii will not be liable for any work, contract, cost, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official start date.

6.29 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

During the course of this contract, the Contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the DLIR BMO will require the Contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work in writing to the DLIR BMO.

6.30 INSPECTION AND MODIFICATION – REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The Contractor shall be responsible for the completion of all work set out in the contract. All work shall be subject to the inspection, evaluation, and approval by the DLIR BMO. The DLIR R&S may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract.

Should the DLIR BMO determine that corrections or modifications are necessary in order to accomplish the provisions of the Contract, the DLIR BMO may direct the Contractor to make such changes. The DLIR BMO shall not unreasonably withhold such changes.

Substantial failure of the Contractor to perform the contract may cause the DLIR WDC to terminate the contract. In this event, the DLIR WDC may require the Contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

6.31 CONTRACT INVALIDATION

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

6.32 CONTRACT MODIFICATIONS

The contract may be modified only by written document signed by the Procurement Officer and the Contractor's personnel authorized to sign contracts on behalf of the Contractor.

6.33 ACCESS AND AUTHORITY

The work shall be available for inspection, at any time, by the DLIR ASO and or the DLIR WDC or its representatives. All work not in conformity with the specifications shall be subject to rejection. All rejected work shall be immediately replaced with those called for in the contract.

The DLIR ASO's and or the DLIR WDC representatives shall have the right to order the work of the Contractor or any subcontractor wholly or partially stopped if, in their sole judgment, the work being done is not in strict accordance with the Specifications herein, or until any objectionable person is removed from the premises, and shall have the right to declare the contract forfeited for nonperformance when not being executed according to the intent and meaning of the contract and Specifications.

Such stoppage, suspension, or forfeiture shall not in any way invalidate any terms of the contract, and no extra charge shall be allowed the Contractor by reason of such stoppage or suspension. The DLIR WDC shall notify the Contractor in writing of any deviations in the performance of the Contractor's obligations herein, and the Contractor shall be given a twenty-four (24) hour period to cure such deviations to the satisfaction of the DLIR WDC before executing the Contractor's rights hereunder.

6.34 INVOICING

Contractor shall submit original and three copies of the invoice to the following address:

DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS

WORKFORCE DEVELOPMENT COUNCIL
830 PUNCHBOWL STREET, ROOM 417
HONOLULU, HAWAII 96813

The invoice should reference both the contract number and the RFP number.

A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract. In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the form is also available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the Hawaii Public Procurement Code, Chapter 103D, HRS, menu. Alternately, a "Certificate of Vendor Compliance" issued by the HCE will be acceptable for this requirement.

6.35 PROPOSED PAYMENT PROCEDURES

Upon successful implementation of each of the two Project phases, the DLIR ASO will notify the Contractor in writing of acceptance and authorize payment.

6.36 FEDERAL FUNDS AS RECEIVED (100%)

It is understood and agreed to by all Offerors that the contract resulting from this RFP shall be construed to be an agreement to pay the obligation under the contract only out of federal funds to be received from the federal government when the federal funds are so received and shall not be construed as a general agreement to pay such obligation at all events out of any funds other than those which are received from the federal government.

6.37 PAYMENT

Section 103-10, HRS, provides that the DLIR WDC shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the DLIR WDC will reject any bid submitted with a condition requiring payment within a shorter period. Further, the DLIR WDC will reject any bid submitted with a condition requiring interest payments greater than that allowed by §103-10, HRS, as amended.

The DLIR WDC will not recognize any requirement established by the Contractor and communicated to the DLIR WDC after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

Work will not be performed by the Contractor and the DLIR WDC will not be required to pay for such work unless and until funds are available.

6.38 DEBRIEFING

Pursuant to §3-122-60, a debriefing is provided to the non-selected offerors to inform them of the basis for the source selection decision and contract award.

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

Any protest pursuant to §103D-303(h), HRS, following a debriefing shall be filed within five (5) working days, as specified in section §103D-303(h), HRS, shall be submitted in writing to:

Mr. Patrick Fukuki
DLIR Business Management Officer
830 Punchbowl Street, Room 309
Honolulu, Hawaii 96813

6.39 PROTEST

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 of the contract.

The notice of award letter(s), if any, resulting from this solicitation shall be posted on the State Procurement Office webpage at http://hawaii.gov/spo2/source/search_results.php?sourcemethodID=2.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to:

Mr. Patrick Fukuki
DLIR Business Management Officer
830 Punchbowl Street, Room 309
Honolulu, Hawaii 96813

6.40 ADDITONS, AMENDMENTS AND CLARIFICATION TO THE GC

Additions to GC:

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

SECTION SEVEN

ATTACHMENTS

- **OFFER FORM**
- **WAGE CERTIFICATE**
- **TAX EQUALIZATION CERTIFICATE**

RFP-10-001-WDC – OFFER FORM

Business Management Officer
State of Hawaii
Department of Labor and Industrial Relations
Administrative Services Office
830 Punchbowl Street, Room 309
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions, dated September 1, 1995, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned represents: **(Check \surd one only)**

- A **Hawaii business** incorporated or organized under the laws of the State of Hawaii; **OR**
- A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii.

State of incorporation: _____

Offeror is:

- Sole Proprietor Partnership Corporation Joint Venture
- Other _____

Federal I.D. No.: _____

Hawaii General Excise Tax License I.D. No.: _____

Payment address (other than street address below): _____

City, State, Zip Code: _____

Business address (street address): _____

City, State, Zip Code: _____

Respectfully submitted:

Date: _____ (x) _____

Authorized (Original) Signature

Telephone No.: _____

Fax No.: _____

Name and Title (Please Type or Print)

E-mail Address:

*

Exact Legal Name of Company (Offeror)

* If Offeror is a “dba” or a “division” of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

OFFER FORM

THE OFFER FORM SHOULD BE SUBMITTED IN A FORMAT THAT CLEARLY IDENTIFIES THE COSTS RELATED TO THE REQUIREMENTS OF THIS RFP.

EXAMPLE:

- I. GENERAL SYSTEM INSTALLATION AND DEPLOYMENT REQUIREMENTS \$ _____
- II. DATA CONVERSION AND MIGRATION REQUIREMENTS \$ _____
- III. DOCUMENTATION REQUIRMENTS \$ _____
- IV. TRAINING REQUIREMENTS \$ _____
- V. SECURITY AND BACK-UP SULTIONS AND MAINTENANCE SUPPORT

FIRST YEAR:

Licensed Software \$ _____
Security and Back-Up solutions \$ _____
Maintenance Support \$ _____

SECOND YEAR: (INFO ONLY)

Licensed Software \$ _____
Security and Back-Up solutions \$ _____
Maintenance Support \$ _____

THIRD YEAR: (INFO ONLY)

Licensed Software \$ _____
Security and Back-Up solutions \$ _____
Maintenance Support \$ _____

FIRST YEAR LICENSING ONLY ON THIS LINE \$ _____

FIRST YEAR SECURITY AND BACK-UP SOLUTIONS ONLY ON THIS LINE \$ _____

FIRST YEAR MAINTENANCE ONLY ON THIS LINE \$ _____

MISCELLANEOUS COSTS (LIST AND INCLUDE SERVICE AGREEMENTS)

_____ \$ _____
_____ \$ _____
_____ \$ _____

TOTAL MISCELLANEOUS COST \$ _____

TOTAL SUM BID \$ _____

**WAGE CERTIFICATE
FOR SERVICE CONTRACTS**
(See Special Provisions)

Subject: RFP No.: _____

Title of RFP: _____

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

1. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and
2. The services to be rendered will be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract will result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the Director of Labor and Industrial Relations. Payment in the final settlement of the contract or the release of bonds, if applicable, or both will not be made unless the Director of Labor and Industrial Relations has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Offeror _____

Signature _____

Title _____

Date _____

TAX EQUALIZATION CERTIFICATE

SUBJ: Offer No.: RFP-_____

Description: _____

(To be filled in by prospective offeror)

Out-of-State offerors not possessing a Hawaii General Excise Tax (GET) license must answer all questions:

- | | <u>Yes</u> | <u>No</u> |
|---|--------------------------|----------------------------|
| | (check only one) | |
| 1. Does your business have an office, inventory, property, employees, or other representation in the State of Hawaii (hereinafter SOH)? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Does the contract to be awarded require your business to have an office, inventory, property, employees, or other representation in the SOH? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Does your business provide services in conjunction with the sales of property, such as training, installation, or repairs in the SOH? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Will your business provide any services in the SOH under the contract to be awarded? | <input type="checkbox"/> | <input type="checkbox"/> * |

* If the entire services are to be subcontracted, subject to the State's approval, provide the names of the subcontractor(s):

If you answered "Yes" to any question, then you have sufficient presence in the State and are advised that the gross receipts derived from this solicitation are subject to the GET imposed by Chapter 237, HRS, at the current 4.712% rate, and where applicable to tangible property imported into the SOH for resale, subject to the current 1/2% use tax imposed by Chapter 238, HRS.

If you answered "No" to all questions, then the tax equalization provision described in Section 103D-1008, HRS, applies to you.

Offeror _____

Signature _____

Title _____

Date _____