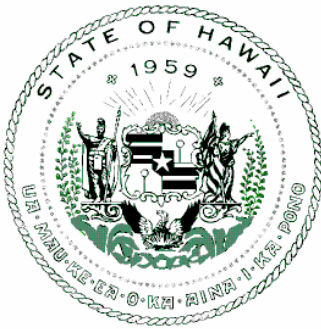


NOTICE TO INTERESTED PARTIES

- Regarding: “Registration/Mail HMS-903-12-07-S Content Management-Based Solution for TANF/SNAP Application Processing”
- Name of Company ➤ Mailing Address
- Name of Contact Person ➤ E-Mail Address
- Telephone Number ➤ Facsimile Number
- Courier mail provider (FedEx or equivalent) account number (if this is not provided the document will be sent by U.S. Postal Service first class mail)



State of Hawaii
Department of Human Services

LEGAL AD DATE: April 30, 2012

REQUEST FOR PROPOSALS
No. HMS-903-12-07-S

SEALED OFFERS
FOR
TECHNICAL CONSULTANT TO PROVIDE CONTENT
MANAGEMENT BASED SOLUTION - TANF/SNAP APPLICATION
PROCESSING

STATE OF HAWAII
DEPARTMENT OF DEPARTMENT OF HUMAN SERVICES

WILL BE RECEIVED UP TO 3:00 P.M., HAWAII STANDARD TIME, ON
MAY 31, 2012

IN THE DEPARTMENT OF HUMAN SERVICES,
BENEFIT, EMPLOYMENT AND SUPPORT SERVICES DIVISION,
EMPLOYMENT AND TRAINING PROGRAM OFFICE
820 MILILANI STREET, SUITE 606, HONOLULU, HAWAII 96813.

Questions related to this solicitation may be directed to Scott Nakasone at telephone (808) 586-7054, facsimile (808) 586-5229, or e-mail at snakasone2@dhs.hawaii.gov

PANKAJ BHANOT
Procurement Officer

Offeror

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SECTION ONE
INTRODUCTION AND KEY DATES

1.01 TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION

AABD	= Aid to the Aged, Blind and Disabled
BAFO	= Best and Final Offer
BESSD	= Benefit, Employment & Support Services Division of the Department of Human Services
CPO	= Chief Procurement Officer
DAGS	= Department of Accounting and General Services
DHS	= Hawaii State Department of Human Services
ETPO	= Employment and Training Program Office
GA	= General Assistance
GC	= General Conditions, issued by the Department of the Attorney General
GET	= General Excise Tax
HAR	= Hawaii Administrative Rules
HRS	= Hawaii Revised Statutes
HST	= Hawaii Standard Time
Issuing Officer	= Person designated to represent the DHS as the point of contact for this solicitation
Offeror	= Any individual, partnership, firm, corporation, joint venture, or representative or agent, submitting an offer in response to this solicitation.
OIT	= DHS Office of Information Technology
Procurement Officer	= The contracting officer for the State of Hawaii, Department of Human Service
RFP	= Request for Proposals
State	= State of Hawaii, including each departments and political subdivisions
SNAP	= Supplemental Nutrition Assistance Program, formerly Food Stamps
TANF	= Temporary Assistance for Needy Families
TAONF	= Temporary Assistance for Needy Families for Other Needy Families
USPS	= United States Postal Service

1.02 INTRODUCTION

The Hawaii Department of Human Services, Benefit, Employment & Support Services Division is seeking to contract for services to design, develop and implement a content management based solution to automate the capture, routing and approval of SNAP, TANF, TAONF, GA, AABD, and related medical services applications. The Agreement requires the Contractor to research best practices and latest technologies; consult with DHS staff; draft and present design specifications and work plans; implement approved plans; train staff; and provide support and maintenance.

1.03 ISSUING OFFICE

This RFP is issued by the State of Hawaii, Department of Human Services, Benefit, Employment and Support Services Division. The Issuing Officer for this RFP is:

Scott Nakasone
Department of Human Services
Benefit, Employment and Support Services Division
820 Mililani Street, Suite 606
Honolulu, HI 96813
Phone: (808) 586-7054
Facsimile: (808) 586-5229
Email: snakasone2@dhs.hawaii.gov

1.04 PROCUREMENT AUTHORITY

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

1.05 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.

1.06 NOTICE OF INTENT TO OFFER

This solicitation requires the prospective Offeror to register its company, subject to the following:

- A. For this solicitation, the potential Offeror shall submit a Notice of Intent to Offer to the Issuing Officer no later than **4:00 PM Hawaii Standard Time (HST), May 11, 2012.**
- B. The Notice of Intent to Offer may be submitted by facsimile, pursuant to HAR §3-122-9, and the date of receipt as evidenced by the Issuing Officer's transaction receiving report, shall determine timeliness of the notice.
- C. The Notice of Intent to Offer can be faxed or submitted via e-mail to:

Scott Nakasone

Department of Human Services
Benefit, Employment and Support Services Division
820 Mililani Street, Suite 606
Honolulu, HI 96813
Facsimile: (808) 586-5229
Email: snakasone2@dhs.hawaii.gov

1.07 WRITTEN QUESTIONS

- A. A pre-proposal conference will not be held. All questions regarding the RFP must be submitted in writing to the Issuing Officer at the following address:

Scott Nakasone
Department of Human Services
Benefit, Employment and Support Services Division
820 Mililani Street, Suite 606
Honolulu, HI 96813
Facsimile: (808) 586-5229
Email: snakasone2@dhs.hawaii.gov

- B. Written questions must reference the RFP section, page, and paragraph number.
- C. Written questions may be submitted by mail, hand delivery, facsimile, or e-mail.
- D. Telephone questions will not be accepted.
- E. The Issuing Officer must receive the written questions by **4:00 PM HST, May 11, 2012**.
- F. The DHS will respond to written questions no later than May 17, 2012, and shall only respond to written questions received by the established deadline. Written answers to the questions shall be sent to all Offerors who submitted a Notice of Intent to Offer. Only correspondence signed by the DHS, Issuing Officer, shall be considered valid. No verbal responses or instructions by either party shall be considered as official.
- G. Prospective Offerors assume sole responsibility for ensuring that the State actually receives (on a timely and complete basis) written questions. The State will not be responsible for any missed or late delivery.

1.08 PROPOSAL SUBMITTAL

In order for the proposal to be considered, all Offerors are required to submit:

- A. One (1) original proposal marked "Original" and five (5) copies of the original marked "Copy".
- B. The outside cover of the sealed package containing the proposal shall be marked:

RFP HMS-903-12-07-S
Content Management Solution for TANF/SNAP Applications
Name of Offeror

- C. Any proposal submitted by email or facsimile will **NOT** be accepted.
- D. The proposal must be received by the DHS Issuing Officer **no later than 3:00 PM, HST, on May 31, 2012.** Deliveries by private mail services such as United Parcel Service (UPS) and Federal Express (FEDEX) shall be considered hand-deliveries. Hand-deliveries will not be accepted if received after **3:00 PM HST, May 31, 2012.**

Timely receipt of proposals shall be evidenced by the date and time registered by the DHS/BESSD time stamp clock. Any proposal received after the due date and time will be rejected and returned unopened to the Offeror.

- E. Proposals shall be mailed or delivered to:

Scott Nakasone
Department of Human Services
Benefit, Employment and Support Services Division
820 Mililani Street, Suite 606
Honolulu, HI 96813

All proposals must be delivered during regular State business hours Monday through Friday 7:45 a.m. to 4:30 p.m., HST, except holidays.

1.09 RFP SCHEDULE AND SIGNIFICANT DATES

The schedule set out herein represents the State's best estimate of the schedule that will be followed. All times indicated are Hawaii Standard Time (HST). If a component of this schedule, such as "Proposal Due" date is delayed, the rest of the schedule will likely be shifted by the same number of days. The approximate schedule is as follows:

RFP Available	April 30, 2012
Deadline to Submit Written Questions and Notice of Intent to Offer	May 11, 2012, 4:00 PM HST
State's Response to Written Questions	May 17, 2012
Proposals Due and Opened	May 31, 2012, 3:00 PM HST
Proposal Evaluations	Week of June 4, 2012
Discussion with Priority Listed Offerors (if necessary)	Week of June 11, 2012
Best and Final Offer (if any)	Week of June 11, 2012
Estimated Contract Award	Week of June 11, 2012
Anticipated Contract Start Date	June 18, 2012

SECTION TWO

BACKGROUND AND SCOPE OF WORK

2.01 BACKGROUND

- A. The Benefit, Employment, and Support Services Division of the Department of Human Services consists of an array of programs and services that are targeted to low-income individuals and families for the purpose of providing assistance for their basic needs while providing support, case management, and training to assist our clientele towards the path of self-sufficiency and self-reliance.

The assistance programs under the BESSD are:

- Aid to the Aged, Blind, and Disabled
- General Assistance Program
- Low Income Home Energy Assistance Program
- Temporary Assistance for Needy Families
- Supplemental Nutrition Assistance Program

There are 21 sites Statewide that accept and process applications for any of these assistance programs. These sites are located on the Islands of Oahu, Kauai, Maui (which includes the Island of Molokai) and Hawaii.

- Staffing is approximately 500 comprised of unit supervisors, assistance supervisors, eligibility workers, and clerical support staff. Staffing at each location varies from 2 staff in the smallest unit to 60 staff in the largest unit.
 - Statewide, the average number of applications received monthly is 8500. The average number of applications received daily is 400.
 - o 90% of the application process is paper-based.
 - o The average application case file contains approximately 26 pages.
 - o Applications must be processed within 30 days from the date of the application.
 - Application data is entered manually into the Department's eligibility system. The eligibility system:
 - o Captures eligibility data.
 - o Determines eligibility for assistance.
 - o Issues benefit payment(s)
 - o Generates notices.
- B. To address the growing workload and the corresponding delay in processing applications, DHS/BESSD implemented a business process management model for determining financial/ SNAP eligibility and managing caseloads. The model focuses on process or workflow.

The workflow model involves the following processes and input information:

- Processes
 - o Screen application
 - o Intake application
 - o Schedule/reschedule interview

- o Interview applicant/recipient
- o Verify eligibility criteria
- o Determine eligibility
- o Issue payments
- o Notify clients
- o Maintain case records
- Input information
 - o Client documents to verify eligibility such as birth certificate, wage statement, rent and utility receipt.
 - o DHS forms
 - o DHS notices

2.02 SCOPE OF WORK

A consultant is being sought to provide a content management based solution to support the Department's business process management model for determining financial/SNAP eligibility and managing caseloads. The goal of this project is to develop a content management system with the following functionality:

- Capture application data electronically and upload collected data to the DHS/BESSD eligibility system;
- Capture client documents electronically;
- View the electronic files;
- Route and process applications through final disposition;
- Gather required documentation uniformly;
- Track errors and issues;
- View cases in the content management system;
- View documents outside of the content management system;
- Upload collected data to the DHS eligibility system; and
- Provide management reporting

In order to accomplish this, the DHS has purchased Advanced Case Manager (ACM) which is comprised of the following software:

- IBM Case Manager Client and Lotus Mashups
- FileNet P8 Process Engine
- FileNet P8 Content Engine
- FileNet P8 Workplace XT
- IBM DB2® Workgroup Server
- IBM Case Manager Administration Client

- IBM Case Manager Builder
- IBM Case Manager API
- IBM Forms
- FileNet P8 Content Search Engine
- IBM Lotus Sametime Entry
- IBM Content Analytics
- IBM WebSphere ILOG jRules
- IBM Cognos Real-time Monitoring
- IBM Records Manager
- IBM Datacap

A. Service Activities

1. Category 1

Leverage the ACM suite of products to develop a content management based solution.

- a. The overall solution shall provide Wizard-Driven capture functionality that is capable of being launched from IBM Forms, IBM Case Manager, and Web Portal.
- b. The capture solution shall include, but is not limited to, the following functionality:
 - 1) Provide secure and scalable capture of images and electronic documents both inside and outside the State's firewall.
 - 2) Drive any TWAIN 1.9+ compatible scanner.
 - 3) Capture electronic documents from file-system, or MS-Office.
 - 4) Centrally controls scan settings and delivery destination, insulating those details from the end-use.
 - 5) Provide image / batch encryption and tamper-sealing at rest and in transit.
 - 6) Integrate with IBM Forms, IBM Advanced Case Manager, and IBM FileNet P8.
 - 7) Hold delivery of batches until informed by the controlling Form or Application.
 - 8) Split a single PDF file into multiple documents (i.e. client provides 1 PDF that includes several documents such as ID, income verification, rental agreement)

- 9) Receive expected doc types and associated index data when being launched.
- 10) Perform System-of-Record lookups and validations for index data (when required).
- 11) Re-brand document to match the State's Application "look-and-feel".
- 12) Ingest inbound Fax/Email/FileSystem content.
- 13) Provide full web-client capability for advanced document assembly/indexing/clean-up.

2. Category 2

- a. Determine the business requirements.
 - 1) Define the business requirements to validate the current workflow process, define any unique user or reporting requirements, and identify changes/improvements.
 - 2) Design the workflows to meet the business requirements.
- b. Determine the technical requirements.
 - 1) Define the architecture requirements for the solution which shall include, but is not limited to, hardware, security, network and storage requirements.
 - 2) Design the solution components to meet the architecture requirements.
 - 3) Define how the technical components of the solution will be constructed and configured.

3. Category 3

- a. Construct and implement the workflows on the ACM platform.
 - 1) Construct and configure the software components according to the approved design specifications.
 - 2) Install the software in the development, test and production environments.
- b. Conduct testing.
 - 1) Unit test the components.
 - 2) Fully test the case management system.
 - 3) Coordinate and assist with user acceptance testing.

4) Implement a pilot of the case management system, at a site to be determined by the DHS, by December, 2012.

Note: Support of the pilot site shall continue during Statewide rollout.

- c. Implement cutover and rollout of the system.
 - 1) Define the cutover rules and roll out activities for the pilot as well as statewide rollout.
 - 2) Implement cutover and rollout of the pilot site.
 - 3) Implement statewide cutover and rollout.
- d. Provide post implementation support.

4. Category 4

Develop user documentation and training materials which shall include a user guide, training guide, and training materials.

B. Contractor Requirements and Qualifications

The Contractor shall:

- 1. Have an existing annual remote administration and monitoring service that is capable of covering all of the technology components in the proposed solution.
- 2. Provide previously deployed accelerators to help streamline the development of the proposed solution.
- 3. Provide annual custom solution support contracts for the proposed solution.
- 4. Be an IBM ECM First-Call Support provider.
- 5. Have at least five (5) years of providing the proposed service.
- 6. Have implemented similar projects for government agencies.

C. Project Team Qualifications

- 1. The proposal must identify one working Project Manager. This person will be the primary contact person for the execution of the project. This person must have the following minimum qualifications:
 - a. A bachelor's degree from an accredited college or university.
 - b. At least fifteen (15) years Information Technology experience.
 - c. At least five (5) years in project management.
 - d. Be certified in all the technologies in the proposed solution.

2. The project team members are expected to have specialized knowledge and experience directly relevant to the needs of this project. The minimum skills required are as follows:
 - a. Be certified in all the technologies in the proposed solution.
 - b. At least five (5) years of hands-on experience developing case management based systems.

D. Management Requirements

1. Administrative

- a. Conduct analysis work. A written scope of work shall be developed. This process shall include, but is not limited to, the following processes:
 - 1) System requirements definitions.
 - 2) System external specifications.
 - 3) Project plans.
 - 4) Test plans and test criteria.
 - 5) Implementation plans.
- b. Discuss with and receive approval from DHS OIT staff (development and infrastructure) before introducing any tools, software or hardware (open source or other) to this project. The Contractor must be able to explain the PROS and CONS of these tools. Tools, software, or hardware that provides short term and no long term benefits shall not be introduced into this project. This includes but not exclusive to third party or open source software utilities. Tools, software, or hardware that is not agreed on by the DHS IT management (development and infrastructure) staff will not be used.

For any tools that are accepted by the DHS OIT management, the Contractor shall ensure that the DHS IT technical staffs have adequate documentation, training, and support prior to its usage in the development.

If the Contractor uses software or hardware that is not approved by DHS OIT management, the Contractor shall be liable for any damages or legal issues resulting from bugs or misuse and shall be accountable to rebuild parts of the applications that use these unauthorized tools at their own expense.

- c. Provide detailed work plans regarding any hardware or software implementations (including upgrades and patches). Work plans shall include an implementation plan, timetables, and testing requirements. Work plans shall identify all necessary State staff that needs to be engaged. The Contractor shall also:

- 1) Obtain sign offs on any work plans from DHS OIT and BESSD management.
 - 2) Appropriately schedule work to maximize training benefits to DHS OIT staff and to minimize downtime with the DHS end-users. DHS OIT and BESSD management must approve of all work plans prior to start.
 - 3) Closely work with the appropriate DHS/OIT staff to ensure proper installation of hardware and software, as describe in the work plan and the DHS and State Data Processing standards.
 - 4) Notify BESSD and OIT management as soon as possible of any delays or constraints.
- d. Ensure the development teams are using the same version of development tools, software and equipment that the State IT are using at the start of the project. If there are problems associated with the version of tools, software or equipment, the Contractor shall be accountable for any lost of time or monies. Any recommended upgrades shall be discussed with the DHS IT management before it is implemented and approval must be granted by the DHS IT management prior to the introduction to the project.
 - e. Ensure appropriate levels of safeguards to protect the confidentiality of the State's data are in place and maintained at all times. The Contractor shall require that all project staff are aware of Department Security policies, have completed the Department's computer based (security policy) training and completed all required security acknowledgments forms.
 - f. Provide hourly pricing for additional task based services performed by skill level. The hourly rate is used to provide fixed dollar costs for additional services. The actual number of hours is dependent upon the proposed hourly rate for the project manager, systems analyst, and programmer.

2. Personnel

The Contractor shall provide all necessary personnel required to perform the services under this AGREEMENT as specified in the Contractor's proposal. Such personnel shall not be deemed to be employees of the State or the Department. This AGREEMENT is for special and temporary services to be provided by the Contractor as an independent Contractor, and all laws applicable to regular and permanent State employees, such as those relating to vacation, sick leave, retirement, health benefits, and civil service classifications, shall not apply to the Contractor or to its employees.

a. Removal of personnel

The State shall have the right, and the Contractor shall comply within a reasonable period of time, to remove any of the Contractor's personnel from the State's and /or the Department's premises and from all work under this AGREEMENT upon written notification by the Department.

b. Full time employees

The Contractor shall warrant and represent that all employees assigned to the performance of this AGREEMENT shall be full time employees of the Contractor, and shall be assigned to the project on a full time basis.

c. Duty to replace

If any of the Contractor's personnel assigned to the work under this AGREEMENT leave the employment of the Contractor or are removed from work on this project as the request of the Department, the Contractor shall immediately replace such personnel with qualified individual(s) so as not to effect any deliverable dates.

E. Deliverables

1. The Contractor shall develop and implement all software to meet the requirements of this scope of work. All software shall adhere to the DHS and State Data Processing Standards. Software not currently acknowledged by DHS OIT management must first be approved by DHS OIT management before installation.

The Contractor shall develop and deliver, but is not limited to, all documentation required for State Data Processing Standards. An original must be submitted for each of the following documents that may be photocopied in addition to an electronic copy. The electronic copy shall be in a format and software version that is agreed upon by both the Contractor and the State.

- Project Plans
- Risk Assessment
- System Requirements Design
- System Design Alternatives
- System External and Internal Specifications
- Detailed Design Document
- Code Documentation, (the Contractor shall provide adequate comments within their code)
- Test Documentation, including test plans and test results
- User Manual(s)
- Training Documents for end-users and technical staff
- Migration and Implementation Document
- Other documents as required by the State

Along with the documentation, the Contractor shall be responsible for walkthroughs and obtaining the proper sign off at the start and ending of each phase of the project. Documents such as System Internal Specifications must be completed prior to the start of software installation/coding.

2. Hardware and/or software products shall be delivered to designated site(s) as scheduled in the contract. The risk of loss or damage to software before delivery and testing for acceptance shall be the responsibility of the Contractor.
3. Upon completion and delivery of any tasks, the State shall coordinate with the Contractor and follow an agreed upon procedure and process for acceptance of all delivered products and deliverables to the satisfaction of the State.

F. Software Warranty

The software shall be warranted to conform to technical and/or specified specifications agreed upon at the time the proposal and contract is awarded. The Contractor shall, at its own expense, correct any non-conformance of such software, provided that the State notifies the Contractor when the software is found to be non-conforming, or upon acceptance testing and/or for at least twelve (12) months after the first production following implementation. During this phase, the Contractor must work closely with the State Technical staff (both Development and Infrastructure) to resolve issues with the application.

2.03 HAWAII DEPARTMENT OF HUMAN SERVICES RESPONSIBILITIES

The contract will be programmatically and fiscally monitored by the State, through the Benefit, Employment and Support Services Division of the Department of Human Services, in accordance with requirements set forth by HRS Chapter 103D. The State's responsibilities include, but are not limited to following:

- A. Review and approve the work plan.
- B. Monitor progress through status meetings, monthly status reports, and the work plan.
- C. Address problems and/or concerns identified by the Contractor.
- D. Issue payment to Contractor, after receiving appropriate invoices and the satisfactory receipt of deliverables.

2.04 TERM OF CONTRACT

This is a multi-term contract solicitation that has been deemed to be in the best interest of the State by the Director of Human Services. The contract shall be for a period of twelve (12) months beginning approximately on June 18, 2012 and ending June 17, 2013.

Unless terminated, the Contractor and the State may extend the term of the contract for an additional period of up to twelve (12) months or portions thereof without the necessity of re-bidding, upon mutual agreement in writing at least sixty (60) days prior to the expiration of the contract. The contract price or commission paid to the Contractor for the extended period shall remain the same or be renegotiated for a lesser rate.

The contract will be cancelled if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the initial term of the contract or if contract found not to be in the best interest of the Department; however, this does not affect either the State's rights or the Contractor's rights under any termination clause of the contract. The State will notify the Contractor, in writing, at least sixty (60) days prior to the expiration of the contract if the continuation of the contract is being requested for each succeeding contract extension period. In the event of cancellation, as provided in this paragraph, both parties will comply with HRS § 103D-315 (c) and § 3-122-149 (g), HAR."

2.05 SUPPLEMENTAL SERVICES

The Contractor acknowledges that unanticipated system and operational requirements may arise as the scope of services under the contract proceeds. In that event, in order to make the system complete and fully operational and satisfies the State, additional services of the Contractor may be required. The Contractor agrees to enter into a supplemental agreement upon request from the State for the additional work. The cost of the additional scope of services will be agreed upon.

The Contractor shall provide hourly pricing for additional services performed by skill level. The hourly rate is used to provide fixed dollar costs for additional services. The actual number of hours is dependent upon the proposed hourly rates.

SECTION THREE

PROPOSAL FORMAT AND CONTENT

3.01 INTRODUCTION

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

When an Offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Offeror has identified as necessary to successfully complete the obligations outlined in this RFP. The Offeror's plan shall demonstrate an understanding of and the ability to meet and perform all contractual requirements listed in this request, including all contractual services.

This section describes the contents and format designed to ensure completeness in the Proposal Packet for the Offeror's proposal. The intent of the packet is to standardize the proposals to allow comparisons and enable equitable measurements for competitive review for awarding to the most responsible and responsive Offeror with a proposal that is the most advantageous to the State.

This is not an attempt to limit the contents of any proposal and the Offeror may include any additional data and information which is deemed pertinent to the proposal for this RFP. The proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this RFP as stated in **Section 2.02 SCOPE OF WORK**.

3.02 PROPOSAL SECTIONS

The proposal must be organized into sections, following the exact format using all titles, subtitles, and numbering, with tabs separating each section described below. Each section must be addressed individually and pages must be numbered.

A. Transmittal letter

Include a transmittal letter to confirm that the Offeror shall comply with the requirements, provisions, terms, and conditions specified in this RFP.

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

1. The general scope of work to be performed by the subcontractor;
2. The subcontractor's willingness to perform for the indicated.

B. Offer Form OF-1

Include signed Offer Form OF-1 (see Section Six, Attachment 1) with the complete name and address of Offeror's firm and the name, mailing address, telephone

number, and fax number of the person the State should contact regarding the Offeror's proposal.

Proposals shall be submitted using the Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate spaces on the Offer Form OF-1. Failure to do so may delay proper execution of the contract.

The Offeror's authorized signature shall be an original signature in blue or black ink. If unsigned or the affixed signature is a facsimile or a photocopy, the proposal shall be automatically rejected unless accompanied by other material containing an original signature, indicating the Offeror's intent to be bound.

C. Certification Statement

The Offeror and any subcontractors certifies as follows:

1. The prices and cost data were arrived at independently, without consultation, communication, or agreement with any other Offeror, as to any matter relating to such costs for the purpose of restricting competition.
2. No attempt was made or shall be made by each Offeror to induce any other person or firm to submit or not to submit a price for the purpose of restricting competition.
3. The offered price, if any, shall remain in effect for at least six months following the date that proposals are due.
4. The Offeror by submitting a proposal in response to this RFP, additionally certifies that the proposal and price of the proposal being submitted was arrived at without any conflict of interest, as described above. Should a conflict of interest be detected at any time during the term of the contract, the contract shall be null and void and the Offeror shall assume all costs of the contract project until such time that a new Offeror is selected.

D. Corporate Experience and Capability

1. Provide a description of projects/contracts implemented that demonstrates the Offeror's experience in providing the proposed service.
2. Include at least five (5) references from the Offeror's client listing that may be contacted by the State as to the Offeror's past and current job performance. Offeror shall provide names, titles, organizations, telephone numbers, email and postal addresses, start and end dates, and a description of the type of work performed.

The State reserves the right to contact any of the listed references to inquire about the Offeror's performance in providing the services

3. Describe the Offeror's capability to ensure quality implementation and project support.

4. Provide a summary listing of judgments or pending lawsuits or actions against; adverse contract actions, including termination(s), suspension, imposition of penalties, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations against your firm. If applicable, include an explanation(s). If none, so state.

E. Project Approach

Provide an overview of the project demonstrating the Offeror's understanding of the RFP requirements. This section shall include specific information on the strategy being proposed to meet the DHS requirements, a management level project plan, and detailed information on how each phase of the project plan will be approached and why this approach was selected. Describe possible shortfalls or anticipated problem areas, if any.

F. Work Plan and Schedule

1. Provide a work plan that addresses the tasks required to meet the service activity requirements. The task descriptions shall be presented in sufficient detail to show a clear understanding of the work, required resources, critical path tasks, project milestones, and deliverables. Ample time shall be allotted for approval of each deliverable. Indicate if DHS staff is expected to provide support for any of the tasks.
2. Include a chart, showing the project schedule and milestones. The schedule shall show the expected sequence of tasks.
3. Describe provisions for handling potential or actual problems.
4. State any assumptions or constraints identified by the Offeror.
5. Provide details and methodology to be used in managing, controlling, and reporting project and project activities.

H. Project Organization and Staffing

1. Describe the proposed project organizational structure and identify the responsibilities of key personnel. Indicate the roles and responsibilities of the prime Contractor and any Subcontractor(s). Identify the Project Manager.
2. Demonstrate how the Offeror's proposed Project Manager and project team meets or exceeds the required experience and qualifications. Include an organizational chart of the team, and discuss functions, estimates of staff-hours, and responsibilities during the phases of the project.
3. Provide resumes of the Project Manager and Project Team, including specific experience relevant to this RFP.
4. Discuss any anticipated role of State personnel.

3.03 PRICING

This RFP is specifically not intended to solicit proposals for contracts on a cost plus basis or open-ended rate schedules with the exception that any additional technical services may be negotiated on a task order basis for a firm fixed price.

- A. This section shall include the cost proposals by the categories listed in **Section 2.02 Scope of Work**. The details shall be broken down by resource's hourly rate and time allotted by category. Additionally, provide an hourly resource staffing rate. The hourly rate(s) shall be used to determine the cost of additional requested tasks and shall include all applicable taxes.

The proposed hour figures will be used in the selection process. The proposal shall also include hourly dollar rates. The hourly rate will be used when providing fixed dollar costs. The actual cost and hours per category for the contract will be based on the actual dollars allotted for the project.

Offeror shall refer to the Offer Form OF-2, Cost Sheet (Section Six, Attachment 2) and Cost Summary (Section Six, Attachment 3) when preparing their cost schedule. Additional spreadsheets may be attached as appropriate.

- B. Pricing shall include labor, materials, supplies, all applicable taxes, **except the GET, currently 4%, which may be added as a separate line item and shall not exceed the current rate**, and any other costs incurred to provide the specified services.

The pricing shall be the all-inclusive cost, except the GET, to the State and no other costs will be honored.

3.04 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.

SECTION FOUR

EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

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

Each section listed below shall be evaluated using the following rating scale:

- 5= Very satisfactory
- 4= More than satisfactory
- 3= Satisfactory
- 2= Less than satisfactory
- 1= Unsatisfactory
- 0= Not addressed (no credit)

4.01 Staffing (25 points)

- A. Organizational structure is reasonable to ensure the viability of the project.
- B. Demonstrated capability of providing effective project management.
- C. Key project staff has the specialized knowledge and experience relevant to the proposed tasks.
- D. Proposed staffing is appropriate for the project.
- E. Roles of Contract and DHS staff are identified and described.

4.02 Corporate Experience (15 points)

- A. Demonstrated relevant experience on projects with similar scope.
- B. Demonstrated capability of meeting timelines, ensuring high quality implementation and project support.

4.03 Project Work Plan and Schedule (50 points)

- A. Demonstrated an understanding of the service requirements and deliverables.
- B. Described the proposed strategy to meet the service requirements.
- C. Described methodology for project management.
- D. Provided sufficient detail in the work plan to demonstrate an understanding of the tasks/sub-tasks, resource requirements, milestones.
- E. Provided sufficient detail in the project schedule to demonstrate reasonableness of the project schedule.

F. Addressed potential problems.

4.04 Cost (10 points)

In converting cost to points, the lowest cost proposal will automatically receive the maximum number of points allocated to cost, 10 points. The point allocations for cost on the other proposals will be determined through the method set out as follows:

$$[\text{Lowest Cost} \times 10 \text{ points (maximum)}] \text{ divided by Contractor's Proposal Cost} = \text{Percent}$$

SECTION FIVE

SPECIAL PROVISIONS

5.01 GENERAL

This RFP, any amendments, appendices, exhibits, the Offeror's proposal, the Scope of Work specified herein, and these Special Provisions form an integral part of the contract between the Offeror and the State. The Offeror shall perform all of the services and shall develop, produce, and deliver to the State all of the requirements described and contained in this RFP and any amendments.

5.02 RESPONSIBILITY OF OFFERORS

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

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

Refer to the Section 5.31 Award of Contract for instructions to register for Hawaii Compliance Express (HCE) utilized for verification of compliance.

5.03 OFFEROR QUALIFICATIONS

Offeror shall meet all of the qualifications required by this RFP. Failure to meet the qualifications as specified in Section 3.02 D., Corporate Experience and Capabilities, will likely have an adverse affect on Offeror's proposal evaluation.

5.04 TERM OF CONTRACT

Successful Offeror shall be required to enter into a formal written contract to commence work on this project. This is a multi-term contract solicitation that has been deemed to be in the best interest of the State by the Director of Human Services.

The initial term of the contract shall be for a twelve (12) month period starting on the official commencement date of the Notice to Proceed. The contract may be extended for up to an additional twelve (12) month period or any portion thereof, if mutually agreed upon in writing prior to contract expiration. The Contractor or State may terminate the extended contract period at any time upon sixty (60) days prior written notice.

5.05 CONTRACT ADMINISTRATOR

For the purposes of this contract, Scott Nakasone, Assistant Division Administrator, (808) 586-7054, or authorized representative, is designated the Contract Administrator.

5.06 OVERVIEW OF THE RFP PROCESS

- a. The RFP is issued pursuant to Subchapter 6 of HAR Chapter 3-122, implementing HRS Section 103D-303.
- b. The procurement process begins with the issuance of the RFP and the formal response to any written questions or inquiries regarding the RFP. Changes to the RFP will be made only by 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 material submitted by Offerors become the property of the State and may be returned only at the State's option.

- d. The Procurement Officer, or an evaluation committee selected by the Procurement Officer, shall evaluate the proposals in accordance with the evaluation criteria in Section Four. The proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable.
- e. Proposals may be accepted on evaluation without discussion. However, if deemed necessary, prior to entering into discussions, 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. The objective of these discussions is to clarify issues regarding the Offeror's proposal before the BAFO is tendered.
- 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 will be invited to submit their BAFO, if required. The Procurement Officer or an evaluation committee reserves the right to have additional rounds of discussions with the top three (3) Priority Listed Offerors prior to the submission of the BAFO.
- h. The date and time for Offerors to submit their BAFO, if any, is indicated in Section 1.09, RFP Schedule and Significant Dates. If 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 Four, the Procurement Officer or an evaluation committee will

make its recommendation. The Procurement Officer will award the contract to the Offeror whose proposal is determined to be the most advantageous to the State taking into consideration price and the evaluation factors set forth in Section Four.

- j. The contents of any proposal shall not be disclosed during the review, evaluation, discussion, or negotiation process. Once award notice is posted, all proposals, successful and unsuccessful, become available for public inspection. Those sections that the Offeror and the State agree are confidential and/or proprietary should be identified by the Offerors and shall be excluded from access.
- k. The Procurement Officer or an evaluation committee reserves the right to determine what is in the best interest of the State for purposes of reviewing and evaluating proposals submitted in response to the RFP. The Procurement Officer or an evaluation committee 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.

5.07 OFFEROR'S AUTHORITY TO SELL OR LEASE

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

5.08 CONFIDENTIAL INFORMATION

If a person believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld as confidential, then the Procurement Officer named on the cover of this RFP should be so advised in writing and provided with justification to support 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 HAR Section 3-122-58, the head of the purchasing agency or designee shall consult with the Attorney General and make a written determination in accordance with HRS Chapter 92F. 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 HRS Section 92F-42(12).

5.09 REQUIRED REVIEW

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 DHS/BESSD prior to the deadline for written questions as stated in the RFP Schedule and Significant Dates, page 4.** This will allow issuance of any necessary corrections and/or amendments to the RFP. It will help prevent the opening of a defective solicitation and exposure of Offeror's proposal upon which award could not be made. Any exceptions taken to the terms, conditions, specifications, or other requirements listed herein, must be listed in the *Exceptions* section of the Offeror's proposal, if the exception is unresolved by the Proposal Due date.

5.10 QUESTIONS PRIOR TO OPENING OF PROPOSALS

All questions must be submitted in writing and directed to the DHS/BESSD Issuing Officer as stated in Section One, 1.07 Written Questions. The State will respond to written questions by the date indicated in Section One, 1.09 RFP Schedule and Significant Dates, or as amended.

5.11 CANCELLATION OF RFP AND PROPOSAL REJECTION

The State 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, pursuant to HAR Section 3-122-96 through 3-122-97.

5.12 OFFER ACCEPTANCE PERIOD

The State's acceptance of offer, if any, will be made within sixty (60) calendar days after the opening of proposals. Price quotes by the Offeror shall remain firm for at least six (6) months.

5.13 PROPOSAL AS PART OF THE CONTRACT

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

5.14 CONTRACT MODIFICATIONS - UNANTICIPATED AMENDMENTS

During the course of this contract, the Contractor may be required to perform additional work that will be within the general scope of the initial contract. When additional work is required, the Contract Administrator will provide the Contractor a written description of the additional work and request the Contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work.

Changes to the contract may be modified only by written document (contract modification) signed by the Department of Human Services and Contractor personnel authorized to sign contracts on behalf of the Contractor.

The Contractor will not commence additional work until a signed contract modification has been issued.

5.15 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, if any, resulting from this solicitation shall be posted on the Procurement Reporting System, which is available on the SPO website:

<http://www.hawaii.gov/spo2/source/>.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Procurement Officer at the following address:

Pankaj Bhanot, Administrator
Department of Human Services
Benefit, Employment and Support Services Division
820 Mililani Street, Suite 606
Honolulu, HI 96813

5.16 DOWNLOADED SOLICITATION

Offeror is advised that if interested in responding to this solicitation, Offeror may choose to submit its offer on a downloaded document from the Internet **provided** Offeror registers its company by fax or e-mail for this specific solicitation. If Offeror does not register its company, Offeror will not receive addenda, if any, and its offer may be rejected and not considered for award.

5.17 GOVERNING LAW: COST OF LITIGATION

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, shall be governed by the laws of the State of Hawaii. Any action at law or equity to enforce or interpret the provisions of this contract shall be brought in a state court or competent jurisdiction in Honolulu, Hawaii.

In case the State shall, without any fault on its part, be made a part to any litigation commenced by or against the Contractor in connection with this contract, the Contractor, shall pay all costs and expenses incurred by or imposed on the State, including attorneys' fees.

5.18 SUBMISSION OF PROPOSAL

The submission of a proposal shall constitute an incontrovertible representation by the Offeror of compliance with every requirement of the RFP, 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:

- (1) Examine the solicitation documents thoroughly. Solicitation documents include this RFP, any attachments, plans referred to herein, and any other relevant documents;

- (2) Become familiar with State, local, and federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work.

5.19 PROPOSAL PREPARATION

- a. **OFFER FORM, page OF-1.** See Attachment 1. Proposals shall be submitted using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate spaces on Offer Form page OF-1. 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. **Tax Liability.** Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Vendors are advised that they are liable for the Hawaii GET at the current 4% rate and the applicable use tax at the current 1/2% 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, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.
- d. **Taxpayer Preference.** For evaluation purposes, pursuant to HRS §103D-1008, the Offeror's tax-exempt price offer submitted in response to an IFB 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.
- e. **Original Proposal and Copies to be Submitted.** Offeror shall submit one (1) original proposal marked "ORIGINAL" and five (5) **copies** of the original marked "COPY". It is imperative to note that the Offeror submit only one original and the required number of copies. DO NOT SUBMIT MORE THAN ONE ORIGINAL.

Offeror is encouraged to submit typewritten offers. If handwritten, it should be clearly printed. 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.

Costs for developing the Proposal are solely the responsibility of the Offeror, whether or not any award results from this solicitation. The State of Hawaii will not reimburse such costs.

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 HAR Sections 3-122-108 and 3-122-28, respectively.

5.20 SUBMISSION OF PROPOSAL

Offers shall be received at the Department of Human Services, Benefit, Employment and Support Services Division, located at 820 Mililani Street, Suite 606, Honolulu, HI 96813, no later than the date and time stated in Section 1.09, Significant Dates, as amended. Timely receipt of offers shall be evidenced by the date and time registered by the Department of Human Services time stamp clock. Offers received after the deadline shall be returned unopened.

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 820 Mililani Street, Suite 606, Honolulu, HI 96813, but to a central mailroom. This may cause a delay in receipt by the DHS/BESSD and the offer may reach the DHS/BESSD after the deadline, resulting in automatic rejection.

5.21 PRICING

Pricing shall include labor, materials, supplies, all applicable taxes, **except the GET, currently 4%, which may be added as a separate line item and shall not exceed the current rate**, and any other costs incurred to provide the specified services.

The pricing shall be the all-inclusive cost, except the GET, to the State and no other costs will be honored.

5.22 PRICING ADJUSTMENT

No price increase shall be allowed during the contract term or extension, however in the event of a general price decline, the State shall be entitled to reductions given to similar customers. The Contractor shall notify the State within five (5) business days of any price decline.

5.23 ECONOMY OF PRESENTATION

Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate for the purpose. Emphasis will be on completeness and clarity and content. If any additional information is required by the State regarding any aspects of the Offeror's proposal, it shall be provided within four (4) business days.

5.24 PROPOSAL OPENING

Proposals will be opened at the date, time, and place specified in Section One, or as amended. Proposals shall not be opened publicly, but shall be opened in the presence of two or more procurement officials. The register of proposals and Offeror's proposals shall be open to public inspection after all parties sign the contract.

5.25 EVALUATION OF PROPOSALS

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

Proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable. Discussion may be conducted with priority listed Offerors who submit proposals determined to be acceptable or potentially acceptable of being selected for award, but proposals may be accepted without such discussions. The objective of these discussions is to clarify issues regarding the Offeror's proposals before the best and final offer, if necessary.

If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may rank the proposals and limit the priority list to three responsive, responsible offerors who submitted the highest-ranked proposals.

Final selection will not be based on cost alone. DHS reserves the right to request necessary amendments, reject any or all proposals received, waive defects and/or cancel this RFP, or negotiate separately in any manner necessary to serve the best interests of the State. The Department does not intend to award a contract solely on the basis of this request: the proposal information obtained will be used to help determine the overall suitability of the services to be provided.

5.26 DISCUSSION WITH PRIORITY LISTED OFFERORS

Priority listed offerors shall have a discussion with the evaluation committee to discuss their proposal to ensure thorough, mutual understanding. The State in its sole discretion shall schedule the time and location for these discussions, normally within the timeframe indicated in Section 1.09.

5.27 CANCELLATION OF RFP AND PROPOSAL REJECTION

The State 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, pursuant to HAR Section 3-122-96 through 3-122-97.

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

5.28 ADDITIONAL TERMS AND CONDITIONS

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

5.29 CONTRACT EXECUTION

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

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

In the event of a conflict between the contract or agreement, and applicable statutes and regulations, the latter shall prevail. In the event of a conflict among the contract documents, the order of precedence shall be as follows: (1) the contract, including all General Conditions, Special Provisions, attachments, exhibits, appendices, and addenda; (2) the RFP; including all attachments, exhibits, appendices, and addenda; and (3) the Offeror's proposal.

In the event of a conflict between the General Conditions and the Special Provisions, the Special Provisions shall control.

The funds available for this project are limited. The Department reserves the right to contract for all or portions of the services being solicited whichever appear to be in the best interest of the State. If the Department is not satisfied with the Contractor's work on the project and the contract is for all of the services, the Department reserves the right to cancel the contract and request new proposals for the remainder of the services.

Upon selection and award for the work, the Department will send the formal contract to the successful Offeror for signature and execution. The contract shall be signed by the successful Offeror and returned with other required documents, within fifteen (15) calendar days after receipt by the Offeror or within such further time as the Director may allow.

No contract shall be binding upon the Department until the contract has been fully and properly executed by all the parties thereto and the State Comptroller has, in accordance with the Section 103-39, Hawaii Revised Statutes, endorsed thereon his certificate that there is an available unexpended appropriation or balance of appropriation over and above all outstanding contracts sufficient to cover the amount required by such contract. Further, the contract shall not be considered to be fully executed unless the Department of the Attorney General of the State of Hawaii has approved the contract as to form and the Director of the Department of Human Services has signed the contract.

If the Contractor is other than a sole proprietorship, it shall submit satisfactory evidence (certificate or corporate resolution, power of attorney or other such evidence of authority) of the signer's authority to execute on the contract date the contract on behalf of the Contractor.

If an option to extend is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract for the additional extension period. The Contractor or the State may terminate the extended contract at any time without cause upon sixty (60) days prior written notice.

5.30 PAYMENT

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

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

5.31 AWARD OF CONTRACT

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

Responsibility of Offeror. Pursuant to HRS Chapter 103D-310(c), the selected offeror shall at the time of award be compliant with all laws governing entities doing business in the State. The State will verify compliance on Hawaii Compliance Express (HCE).

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

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

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

Final Payment Requirements. A "Certification of Compliance for Final Payment" (SPO Form-22) will be required for final payment. A copy of the Form is also available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" menu.

5.32 INSURANCE REQUIREMENTS

In order to protect the Contractor as well as the State of Hawaii, the STATE, and their officers, employees, and agents covered under the indemnification provision in this Contract, the Contractor shall obtain and keep in force throughout the period of this Contract the following insurance:

General liability for bodily injury and property damage, shall be no less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, and TWO MILLION DOLLARS (\$2,000,000.00) in the aggregate (the maximum amount paid for claims during the policy term). In addition, automobile liability insurance for automobiles owned or leased by the CONTRACTOR and used to carry out services specified in this Contract shall be obtained from a company authorized to do business in the State, or meet Section 431:8-301, Hawaii Revised Statutes if utilizing an insurance company not licensed by the State of Hawaii, and complying with the Hawaii No Fault Insurance Law. The amount shall be no less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. The liability insurance shall provide that it is the primary insurance for the State of Hawaii, the purchasing agency, and their officers, employees, and agents from any liability arising out of or resulting from occurrences connected with the Contractor's performance under the contract.

The Contractor shall obtain Professional Liability Insurance no less than ONE MILLION DOLLARS (\$1,000,000.00) total.

Each insurance policy required by this contract shall contain the following clauses:

1. "The State of Hawaii is added as an additional insured with respect to operations performed for the State of Hawaii."
2. "It is agreed that any insurance maintained by the State of Hawaii shall apply in excess of, and not contribute with, insurance provided by this policy."

Each insurance policy shall be written by insurance companies licensed to do business in the State or meet Section 431:8-301, HRS, if utilizing an insurance company not licensed by the State of Hawaii.

Prior to or upon execution of this Contract, the Contractor shall provide a certificate of insurance verifying the existence of the necessary liability insurance coverage, including the coverage of the State of Hawaii, and it's officers, employees and agents.

The Contractor shall maintain and keep in force the liability insurance throughout the contract period. If the scheduled expiration date of the liability insurance policy is earlier than the contract period end date, the Contractor shall promptly provide the Department update certificates of insurance upon renewal of the policy.

The Contractor will immediately provide written notice to the contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

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

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements under the contract. Notwithstanding said policy or policies of insurance, 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.

5.33 SUBCONTRACTING

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

The Contractor shall give the Department immediate notice by certified mail of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor which in the opinion of the Contractor may result in litigation related in any way to the contract with the Department.

5.34 CONTRACT INVALIDATION

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

5.35 NON-DISCRIMINATION

The Contractor shall comply with all applicable federal and State laws prohibiting discrimination against any person on the grounds of race, color, national origin, religion, creed, sex, age, sexual orientation, marital status, handicap, or arrest and court records in employment and any condition of employment with the Contractor or in participation in the benefits of any program or activity funded in whole or in part by the State.

5.36 CONFLICTS OF INTEREST

The Contractor represents that neither the Contractor, nor any employee or agent of the Contractor, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the Contractor's performance of this contract.

5.37 WAIVER

The failure of the State to insist upon the strict compliance with any term, provision or condition of this contract shall not constitute or be deemed to constitute a waiver or relinquishment of the State's right to enforce the same in accordance with this contract.

5.38 SEVERABILITY

In the event that any provision of this contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this contract.

5.39 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

It has been determined that funds for this contract have been appropriated by a legislative body.

Therefore, Offeror, if awarded a contract in response to this solicitation, agrees to comply with HRS Section 11-205.5, which states that campaign contributions are prohibited from a State and county government contractor during the term of the contract if the contractor is paid with funds appropriated by a legislative body.

5.40 ADDITIONS, AMENDMENTS AND CLARIFICATIONS

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, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in HAR §§3-122-95 through 3-122-97.

Confidentiality of Material. All material given to or made available to the Contractor by virtue of this contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

All information, data, or other material provided by the Offeror or the Contractor to the State shall be subject to the Uniform Information Practices Act, HRS chapter 92F. The Offeror shall designate in writing to the Procurement Officer those portions of its unpriced offer or any subsequent submittal that are trade secrets or other proprietary data that the Offeror desires to remain confidential, subject to HAR §3-122-58, in the case of an RFP, or HAR §3-122-30, in the case of an IFB. The Offeror shall state in its written communication to the Procurement Officer, the reason(s) for designating the material as confidential, for example, trade secrets. The Offeror shall submit the material designated as confidential in such manner that the material is readily separable from the offer in order to facilitate inspection of the non-confidential portion of the offer.

Price is not confidential and will not be withheld. In addition, in the case of an IFB, makes and models, catalogue numbers of items offered, deliveries, and terms of payment shall be publicly available at the time of opening regardless of any designation to the contrary.

If a request is made to inspect the confidential material, the inspection shall be subject to written determination by the Department of the Attorney General in accordance with HRS chapter 92F. If it is determined that the material designated as confidential is subject to disclosure, the material shall be open to public inspection, unless the Offeror protests under HAR chapter 3-126. If the request to inspect the confidential material is denied, the decision may be appealed to the Office of Information Practices in accordance with HRS §92F-15.5.

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

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

Correctional Industries. Goods and services available through Hawaii Correctional Industries (HCI) programs may be the same or similar to those awarded by competitive sealed bids or proposals. Agencies participating in DHS/BESSD requirements (price list) contracts may also procure directly from CI and shall not be considered in violation of the terms and conditions of any DHS/BESSD contract.

Year 2000 Compliance. All appropriate hardware, software, and systems utilized for the work specified herein shall be year 2000 compliant.

Competency of Offeror. Prospective Offeror must be capable of performing the work for which offers are being called. Either before or after the deadline for an offer, the purchasing agency may require Offeror to submit answers to questions regarding facilities, equipment, experience, personnel, financial status or any other factors relating to the ability of the Offeror to furnish satisfactorily the goods or services being solicited by the STATE. Any such inquiries shall be made and replied to in writing; replies shall be

submitted over the signatures of the person who signs the offer. Any Offeror who refuses to answer such inquiries will be considered non-responsive.

Preparation of Offer. An Offeror may submit only one offer in response to a solicitation. If an Offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an Offeror may submit only one offer for each line item (if any) of a solicitation. If an Offeror submits more than one offer per line item, then all offers for that line item shall be rejected.

HAWAII PRODUCTS PREFERENCE

In accordance with HRS §103D-1002, the Hawaii products preference is applicable to this solicitation. Hawaii Products [are / may be] available for those items noted on the offer form. The Hawaii products list is available on the SPO webpage at <http://hawaii.gov/spo>, click on *Procurement of Goods, Services, and Construction-Chapter 103D, HRS*; under *Procurement* click on *Preferences, Hawaii Products*, and select *Hawaii Products List* to view. Offeror submitting a Hawaii Product (HP) shall identify the HP on the solicitation offer page(s). Any person desiring a Hawaii product preference shall have the product(s) certified and qualified if not currently on the Hawaii products list, prior to the deadline for receipt of offer(s) specified in the procurement notice and solicitation. The responsibility for certification and qualification shall rest upon the person requesting the preference.

Persons desiring to qualify their product(s) not currently on the Hawaii product list shall complete form SPO-038, *Certification for Hawaii Product Preference* and submit to the Procurement Officer issuing the solicitation (IFB or RFP), and provide all additional information required by the Procurement Officer. For each product, one form shall be completed and submitted (i.e. 3 products should have 3 separate forms completed). Form SPO-038 is available on the SPO webpage at <http://hawaii.gov/spo> under the 'Quicklinks' menu; click on '*Forms for Vendors, Contractors, and Service Providers*'.

When a solicitation contains both HP and non-HP, then for the purpose of selecting the lowest bid or purchase price only, the price offered for a HP item shall be decreased by subtracting 10% for the class I or 15% for the class II HP items offered, respectively. The lowest total offer, taking the preference into consideration, shall be awarded the contract unless the offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the price offered, exclusive of the preferences.

Change in Availability of Hawaii product. In the event of any change that materially alters the offeror's ability to supply Hawaii products, the offeror shall notify the procurement officer in writing no later than five working days from when the offeror knows of the change and the parties shall enter into discussions for the purposes of revising the contract or terminating the contract for convenience.

Printing Preference: All bids or proposals submitted for a printing, binding, or stationery contract in which all work will be performed in-state, including all preparatory work, presswork, bindery work, and any other production-related work shall receive a fifteen per cent preference for purposes of bid or proposal evaluation.

Where bids or proposals are for work performed in-state and out-of-state, then for the purpose of selecting the lowest bid or evaluating proposals submitted, the amount bid or

proposed for work performed out-of-state shall be increased by fifteen per cent. The lowest total offer, taking the preference into consideration, shall be awarded the contract unless the solicitation provides for additional award criteria. The contract amount awarded, however, shall be the amount of the price offered, exclusive of the preference.

5.41 FAILURE TO DELIVER

The Contractor shall deliver products awarded in this contract in accordance with terms and conditions herein. Failure to deliver may be cause for termination of contract and the barring of the Contractor from future bidding. If the Contractor is unable or refuses to deliver the product(s) within the time specified, it shall be the Contractor's responsibility to obtain prior approval to delay delivery for a specified delivery time. If the Contractor fails to request approval to delay delivery or if the State denies the request, the State reserves the right to terminate the contract and may bar the Contractor from future bidding.

5.42 TERMINATION OF THE CONTRACT

An exhibit of the General Conditions is contained in this RFP. The General Conditions provides for termination of the contract under various conditions. This section provides additional termination provisions of the contract which the Contractor is advised to review carefully and completely.

The awarded contract may terminate or may be terminated by the DHS for any or all of the following additional reasons:

- (1) In the event of the insolvency of or declaration of bankruptcy by the Contractor;
and
- (2) In the event sufficient appropriated, otherwise unobligated funds no longer exist for the payment of the DHS obligations hereunder.

Each of the conditions mentioned above are described in further detail in the following subsections.

A. TERMINATION FOR BANKRUPTCY OR INSOLVENCY

In the event that the Contractor shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any State relating to insolvency or the protection of the rights of creditors, DHS may, at its option, terminate this contract.

In the event the DHS elects to terminate a contract under this provision, it shall do so by sending notice of termination to the Contractor by registered or certified mail, return receipt requested. The date of termination shall be deemed to be the date such notice is mailed to the Contractor, unless otherwise specified.

B. TERMINATION FOR UNAVAILABILITY OF FUNDS

Notwithstanding any other provision of this contract, the parties hereto agree that the charges hereunder are payable by the DHS solely from appropriations received by DHS from the Legislature of the State of Hawaii.

In the event such appropriations are determined, at the sole discretion of the Director of DHS, to no longer exist, or to be insufficient with respect to charges payable hereunder, this contract shall terminate without further obligations or liability of DHS as of that moment. In such event, the Director of DHS shall certify to the Contractor the occurrence thereof, and such certification shall be conclusive.

C. TERMINATION FOR DEFAULT

The failure of the Contractor to comply with any terms, conditions, or provisions of the contract shall constitute a default by the Contractor. In the event of a default, DHS shall notify the Contractor by certified or registered mail, return receipt requested, of the specific act or omission of the Contractor which constitutes default. The Contractor shall have fifteen (15) business days from the date of receipt of such notification to cure such default.

In the event of a default, and during the above-specified grace period, performance under the contract shall continue as though the default had never occurred. In the event the default is not cured in fifteen (15) business days, DHS, may, at its sole option, terminate the contract for default. Such termination will be accomplished by written notice of termination, forwarded to the Contractor by certified or registered mail, return receipt requested and shall be effective on the close of business on the date specified in the notice of termination.

If it is determined after the notice of termination for default, that the Contractor's failure was due to causes beyond the control and without error negligence of the Contractor, the termination shall be deemed a termination for convenience under subsection D. Termination for Convenience below.

DHS' decision not to declare default shall not be deemed a waiver of such default for the purpose of any other remedy a Contractor may have.

D. TERMINATION FOR CONVENIENCE

DHS may terminate performance of work under the contract in whole or in part whenever, for any reason, DHS determines that such termination is in the best interest of the State of Hawaii. In the event that DHS elects to terminate the contract pursuant to this provision, it shall so notify the Contractor by certified or registered mail, return receipt requested. The termination shall be effective as of the date specified in the notice.

When interests of the Contractor so require, the Contractor may terminate the contract for convenience by providing the DHS with six (6) months written notice. In the event that the Contractor elects to terminate the contract pursuant to this provision, it shall so notify the DHS by certified or registered mail, return receipt requested.

E. TERMINATION FOR LACK OF VIABILITY

Notwithstanding any other provision of the contract, the parties hereto agree that in the event that the DHS determines at the sole discretion of the Director of DHS, that program integration initiatives and programmatic or operational efficiencies are not achievable with respect to the intent of the contract, the contract shall terminate without further obligation of DHS as of that moment. In such event, the Director of DHS shall issue a letter of such termination to the Contractor sent by certified or registered mail, return receipt requested. The date of termination shall be effective as of the date specified in the letter of termination.

F. PROCEDURE FOR TERMINATION FOR REASONS UNDER TERMINATION OF THE CONTRACT

The Contractor shall:

- (1) Stop work under the contract on the date and to the extent specified in the notice of termination;
- (2) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of the work under the portion of the contract that may not be terminated;
- (3) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
- (4) Assign to DHS in the manner and to the extent directed by the Procurement Officer, of the right, title, and interest of the Contractor under the orders or subcontracts so terminated, in which case DHS shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- (5) With the approval of the Procurement Officer, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of the contract;
- (6) Complete the performance of such part of the work as shall not have been terminated by the notice of termination;
- (7) Take such action as may be necessary, or as the Procurement Officer may direct, for the protection and preservation of any and all property and/or information related to the contract which is in the possession of the Contractor and in which DHS has or may acquire interest;
- (8) Within ten (10) business days from the effective date of the termination notice, the Contractor shall deliver to DHS, copies of all current data, files, program documentation, and other documentation and procedures used in the performance of the contract at no cost to DHS. The Contractor agrees that DHS or its authorized representatives or agents shall have a non-exclusive, royalty-free right to the use of any such documentation.

G. TERMINATION CLAIMS

After receipt of a notice of termination, the Contractor shall submit to the DHS Contract Administrator any termination claim in the form and with the certification prescribed by the DHS Contract Administrator. Such claim shall be submitted promptly, but in no event later than six (6) months from the effective date of termination.

Upon failure of the Contractor to submit its termination claim(s) within the time allowed, the DHS Contract Administrator may, subject to any review required by any

State procedures or laws in effect as of the date of execution of the contract, determine, on the basis of information available to the DHS Contract Administrator, the amount, if any, due to the Contractor by reason of the termination and shall thereupon cause to be paid to the Contractor the amount to be determined.

Upon receipt of the notice of termination, the Contractor shall have no entitlement to receive any amount for lost revenues or anticipated profits or for expenditures associated with this contract. The Contractor shall be paid only the following upon termination:

- At a price mutually agreed upon by the State and the Contractor.

In the event of the failure of the Contractor and State to agree in whole or in part as to the amounts with respect to costs to be paid to the Contractor in connection with the total or partial termination of work pursuant to this provision, the State shall determine on the basis of information available, the amount, if any, due to the Contractor by reason of termination and shall pay to the Contractor the amount so determined.

The Contractor shall have the right to appeal any such determination made by the State as stated in **Section 5.43 Disputes**.

H. FORCE MAJEURE

If the Contractor is prevented from performing any of its obligations hereunder in whole or in part as a result of a major epidemic, act of God, war, civil disturbances, court order, or any cause beyond its control, the Contractor shall make a good faith effort to perform such obligations through its then-existing facilities and personnel; and such non-performance shall not be grounds for termination for default.

Neither party to this contract shall be responsible for delays or failures in performance resulting from acts beyond the control of either party.

Nothing in this section shall be construed to prevent DHS from terminating this contract for reasons other than default during the period of events set forth above, or for default if such default occurred prior to such event.

5.43 DISPUTES

Item 11, Disputes, in the *General Conditions AG-008* (Rev. 4/15/2009); however the following additional language is added to further reiterate and clarify the resolving of disputes:

Any controversy between the parties which arises under, or by virtue of, this RFP and/or contract and which is not resolved by mutual agreement shall be decided by the Director of DHS or his/her duly authorized representative who shall reduce his/her decision in writing and mail or otherwise furnish a copy to the Offeror or Consultant within ninety (90) days after written request for a final decision by certified mail, return receipt requested. The decision shall be final and conclusive, unless the Offeror or Consultant commences a judicial action in accordance with HRS §103D-703, and HAR, Chapter 126.

In connection with any dispute proceeding under this clause, the Offeror or Consultant shall be afforded an opportunity to be heard and to offer evidence of support of his/her dispute. The Consultant shall proceed diligently with the performance of the contract in accordance with the disputed decision pending final resolution.

Any legal proceedings against the State of Hawaii regarding this RFP or any resultant contract shall be brought in a court of competent jurisdiction in the City and County of Honolulu, State of Hawaii.

5.44 OWNERSHIP

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

5.45 INFORMATION AND BROCHURES

Brochures or literature not otherwise required by this RFP shall be submitted upon request. If requested, such brochures and literature shall be delivered with two (2) working days of the request.

5.46 FEDERAL APPROVAL AND FUNDS AVAILABILITY

The State will not award this contract if Federal approval is not granted and/or State funding is not made available in the appropriate funding period to allow award of this contract.

Prices quoted in the proposed bids shall be good for at least six (6) months.

Funds for this contract are currently available only for the initial term of the contract. The contractual obligation of both parties in each fiscal period succeeding the first initial term is subject to the appropriation and availability of funds to DHS.

The contract will be cancelled if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the initial term of the contract; however, this does not affect either the State's right or the Contractor's rights under the termination clauses of the contract. The State will notify the Contractor in writing, at least sixty (60) days prior to the expiration of the contract whether funds are available or not available for the continuation of the contract for each succeeding contract extension period. In the event of cancellation, as provided in this paragraph, both parties will comply with HRS §103D-315(c) and § 30-122-149(g), HAR.

5.47 DISCLOSURE OF FEDERAL TAX INFORMATION

Contractors are hereby notified of the applicability of Sections 11.1 and 11.5 of Publication 1075, Tax Information Security Guidelines for Federal, State and Local Agencies and Entities. At no time will performance of the terms of the contract involve accessing any federal tax information.

CRIMINAL/CIVIL SANCTIONS:

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.
- (3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

SECTION SIX

ATTACHMENTS AND EXHIBITS

- Attachment 1: OFFER FORM, OF-1
- Attachment 2: OFFER FORM, OF-2
- Attachment 3: COST SUMMARY
- Attachment 4: CERTIFICATE OF COMPLIANCE FOR FINAL PAYMENT
- Exhibit A: STATE STANDARD FORM CONTRACT, AG-004 (11/15/2005)
- Exhibit B: GENERAL CONDITIONS AG-008 (4/15/2009)

**OFFER FORM
OF-1**

Content Management-Based
Solution for TANF/SNAP Applications
STATE OF HAWAII
DEPARTMENT OF HUMAN SERVICES
RFP HMS-903-12-07-S

Mr. Pankaj Bhanot
Department of Human Services
Benefit, Employment & Support Services Division
820 Mililani Street, Suite 606
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 Conditions, 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.

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ *Corporation ☐ Joint Venture
☐ Other _____

*State of incorporation: _____

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
OF-2**

COST SHEET

Following is the cost form which must be a part of the Cost proposal that the Contractor submits*. The Contractor may submit additional detail and explanatory pages; however, this format must be used to summarize the total proposal costs.

Total contract cost for accomplishing the development and delivery of the services.

\$ _____

Note: Pricing shall include labor, materials, supplies, all applicable taxes, and any other costs incurred to provide the specified services.

Offeror _____
Name of Company

COST SUMMARY

Category 1: Leverage the ACM suite of products to develop a content management based solution.

(Detailed specifications includes, but not limited to, Scope of Services, Category 1

a.	Category 1 (Item Description)	Hours	Hourly Rates	Total
i.	_____	_____	\$ _____	\$ _____
ii.	_____	_____	\$ _____	\$ _____
iii.	_____	_____	\$ _____	\$ _____
b.	Total for Category 1 including all applicable taxes*			\$ _____

Category 2: Business and Technical Requirements

(Detailed specifications includes, but not limited to, Scope of Services, Category 2

a.	Category 2 (Item Description)	Hours	Hourly Rates	Total
i.	_____	_____	\$ _____	\$ _____
ii.	_____	_____	\$ _____	\$ _____
iii.	_____	_____	\$ _____	\$ _____
b.	Total for Category 2 Including all applicable taxes*			\$ _____

Category 3: Construction and Implementation

(Detailed specifications includes, but not limited to, Scope of Services, Category 3

a.	Category 3 (Item Description)	Hours	Hourly Rates	Total
i.	_____	_____	\$ _____	\$ _____
ii.	_____	_____	\$ _____	\$ _____
iii.	_____	_____	\$ _____	\$ _____
b.	Total for Category 3 Including all applicable taxes*			\$ _____

Category 4: User Documentation and Training Materials

(Detailed specifications includes, but not limited to, Scope of Services, Category 4

a.	Category 4 (Item Description)	Hours	Hourly Rates	Total
i.	_____	_____	\$ _____	\$ _____
ii.	_____	_____	\$ _____	\$ _____

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iii. _____ \$ _____ \$ _____

b. Total for Category 4 Including all applicable taxes* \$ _____

Skill Level Hourly Rates

(Please list the Skill Level's Hourly Rate that will be used in this contract. These rates shall be used to determine the cost of individual tasks during the contract period.)

Skill Level (Description)	Hourly Rate	Hourly Rate w/Tax*
i. _____	\$ _____	\$ _____
ii. _____	\$ _____	\$ _____
iii. _____	\$ _____	\$ _____

CERTIFICATION OF COMPLIANCE FOR FINAL PAYMENT
(Reference §3-122-112, HAR)

Reference: _____
(Contract Number) (IFB/RFP Number)

_____ affirms it is in
(Company Name)
compliance with all laws, as applicable, governing doing business in the State of Hawaii
to include the following:

1. Chapter 383, HRS, Hawaii Employment Security Law – Unemployment Insurance;
2. Chapter 386, HRS, Worker's Compensation Law;
3. Chapter 392, HRS, Temporary Disability Insurance;
4. Chapter 393, HRS, Prepaid Health Care Act; and

maintains a "Certificate of Good Standing" from the Department of Commerce and Consumer Affairs, Business Registration Division.

Moreover, _____
(Company Name)

acknowledges that making a false statement shall cause its suspension and may cause its debarment from future awards of contracts.

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBITS A and B

STATE STANDARD FORM CONTRACT, AG-004 (11/15/2005)

GENERAL CONDITIONS AG-008 (4/15/2009)

Printable and Viewable through the following link:

<http://hawaii.gov/forms/department-of-attorney-general/>