



STATE OF HAWAII DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS

LEGAL AD DATE: [July 15, 2019](#)

REQUEST FOR PROPOSALS No. RFP-19-001-DLIR MIS

SEALED OFFERS
FOR
DEVELOPING, INSTALLING & MAINTAINING AN
AUTOMATED MANAGEMENT INFORMATION SYSTEM
AND CASE MANAGEMENT SYSTEM FOR
THE AMERICAN JOB CENTER HAWAII

WILL BE RECEIVED UP TO 4:00 P.M. (HST) ON

[OCTOBER 1, 2019](#)

IN THE DEPARTMENT OF LABOR & INDUSTRIAL RELATIONS, ADMINISTRATIVE SERVICES
OFFICE, PRINCESS RUTH KEELIKOLANI BUILDING, 830 PUNCHBOWL STREET, ROOM 309,
HONOLULU, HAWAII 96813. DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO
MS. JONI HEATHERLY, TELEPHONE (808) 586-8815, FACSIMILE (808) 586-8822 OR
E-MAIL AT JONI.A.HEATHERLY@hawaii.gov.

Leila Shar
Procurement Officer/Business Management Officer
State Department of Labor and Industrial Relations

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SECTION ONE INTRODUCTION AND KEY DATES

1.1 INTRODUCTION

The State of Hawaii, Department of Labor and Industrial Relations (DLIR), Workforce Development Division (WDD), is requesting proposals for developing, installing and maintaining an automated Management Information System (MIS) and database ("System"), for the American Job Centers in Hawaii employment and training programs. This includes the hardware and software infrastructure and hardware and software maintenance to support the System. References in this RFP to the State, DLIR, WDD, DLIR are references to the State of Hawaii Department of Labor and Workforce Development Division.

1.2 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 DLIR. The contract resulting from this RFP shall be paid with federal funds and other available funds received by DLIR. In the event funds are insufficient, this RFP will be cancelled.

1.3 RFP SCHEDULE AND SIGNIFICANT DATES

The schedule set out herein represents the DLIR's best estimate of the schedule that will be followed. All time is shown as Hawaiian Standard Time (HST). Any change to the RFP Schedule and Significant Dates shall be reflected in and issued in an addendum.

EVENTS	DATE
Advertising of Request for Proposals	July 15, 2019
Registration Requirement	August 9, 2019
Deadline to Submit Written Questions (3:00 pm HST)	August 9, 2019
State's Response to Written Questions, if required	August 30, 2019
Proposals Due 4:00 pm HST (To be received by DLIR)	October 1, 2019
Proposal Evaluations	October 10 – 24, 2019
Presentation and Demonstration of Product by Priority Listed Offerors	November 6 – 8, 2019
Best and Final Offer, if necessary	November 22, 2019
Contractor Selection (estimated)	December 23, 2019
Notice of Award (estimated)	January 6, 2020
Contract Start Date (estimated)	February 3, 2020

1.4 TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION

AJCH	=	American Job Center Hawaii
AJE	=	America's Job Exchange, an online job board specializing in diversity recruiting
API	=	Application Programming Interface
ATAA	=	Alternative Trade Adjustment Assistance
BAFO	=	Best and Final Offer
Bidder or Offeror	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated
BLS	=	Bureau of Labor Statistics
CES	=	Current Employment Statistics
Common Exit	=	Occurs when a participant, enrolled in multiple partner programs, has not received any services from any DOL-administered program in which the participant is enrolled, to which the common exit policy applies, for at least 90 days, and no future services are planned (Refer to TEGL 10-16, change 1)
Common Measures	=	Federal performance accountability indicators and performance reporting requirements to assess the effectiveness of States and local areas in achieving positive outcomes for individuals served by the workforce development system's six core programs: Adult, Dislocated Worker, Youth Programs, Adult Education and Family Literacy Act (AEFLA), Employment Service program (Wagner-Peyser), Vocational Rehabilitation (Refer to TEGL 10-16, change 1: https://wdr.doleta.gov/directives/attach/TEGL/TEGL_10-16-Change1.pdf
Contract	=	Combination of the solicitation, including the instructions to offerors, the specifications or scope of work, the special provisions, and the general terms and conditions, the offer and any best and final offers; and any amendments to the solicitation or to the contract; and any terms implied by law
Contractor	=	An individual, partnership, firm, corporation, joint venture or other legal entity undertaking the execution of work under the terms of the contract with the STATE and acting directly or through his, their or its agents, employees or subcontractors
CPO	=	Chief Procurement Officer
DAGS	=	State of Hawaii, Department of Accounting and General Services
DLIR	=	State of Hawaii, Department of Labor and Industrial Relations

DW	=	Dislocated Worker, Workforce Innovation and Opportunity Act (WIOA) section 133(b)(2)(B)
ETA	=	Employment and Training Administration, U.S. Department of Labor
ETA Form 5148	=	ETA Form 5148, Employment Service Provided Migrant and Seasonal Farmworkers Equity Ratio Indicators, ES Services Provided Migrant and Seasonal Farmworkers Minimum Service Level Indicators, required by [USDOL] Employment Service Program Letter No. 01-97, as amended
ETS	=	State of Hawaii, Office of Enterprise Technology Services
ETP	=	Eligible Training Provider
Exit	=	Exit occurs when a participant does not receive a service for 90 days from a program in which a participant is enrolled (Refer to applicable TEGs for complete definitions)
FTP	=	File Transfer Protocol
General Conditions	=	General Conditions issued by the Department of Attorney General of the State of Hawaii, referred to as Form AG-008, which is included by reference, is the form dated and in effect at the date the solicitation is issued
GeoSol, Inc.	=	Geographic Solutions, Inc. is a privately-owned company with a corporate office located in Palm Harbor, Florida
GET	=	General Excise Tax
GC	=	General Conditions issued by the State of Hawaii, Department of the Attorney General
GLMIS	=	Green Labor Market Information
HAR	=	Hawaii Administrative Rules
HIWI	=	Hawaii Workforce Informer website with Hawaii's labor market information
HNH	=	HireNet Hawaii, name of the State of Hawaii's job bank
HOPA	=	Head of the Purchasing Agency, head of any agency with delegated procurement authority by law or from a chief procurement officer of this STATE to enter into and, administer contracts
HRS	=	Hawaii Revised Statutes
HST	=	Hawaii Standard Time
ICSD	=	Information and Communication Services Division, State of Hawaii, Department of Accounting and General Services
JVSG	=	Jobs for Veterans State Grant Program provides federal funding, through a formula grant. Dedicated staff provide individualized career and training-

		related services to veterans and eligible persons with significant barriers to employment and to assist employers
Labor Force (LAUS)	=	Local Area unemployment statistics (LAUS) are monthly estimates of the labor force, including employment, unemployment and unemployment rates statewide, by county and metropolitan area
LMI	=	Labor Market Information
LMIS	=	Labor Market Information System
LWA	=	Local Workforce Area
NDWG	=	National Dislocated Worker Grant
NGN	=	Hawaii State Next Generation Network
NLX	=	National Labor Exchange is an electronic labor-exchange network, created in 2007 in a partnership between NASWA and DirectEmployers Association
OES	=	Occupational Employment Statistics
Offer	=	Proposal
Offeror	=	Any individual, partnership, firm, corporation, joint venture, or representative or agent, submitting a proposal or offer I in response to this solicitation
OJT	=	On-the-Job Training
O*NET	=	Occupational Information Network, a comprehensive data base of worker attributes and skill requirements, published by USDOL
Participant	=	For the WIOA title I Adult, title I Dislocated Worker, title II , and title III programs, a participant is a reportable individual who has received services other than the services described in 20 CFR 677.150(a)(3) (or 34 CFR 463.150(a)(3), as applicable), after satisfying all applicable programmatic requirements for the provision of services, such as eligibility determination (Refer to TEGL 10-16, change 1. TEGL14-18)
PII	=	Personal Identifiable Information
PIRL	=	Participant Individual Record Layout. The data layout that provides a standardized set of data elements, definitions, and reporting instructions that will be used to describe the characteristics, activities and outcomes of WIOA participants. (Refer to ETA 9170, OMB Control Number 1205-0526, TEGL 10-16, change 1 and USDOL Performance and Performance website)
Procurement Officer	=	Leila Shar, Business Management Officer, DLIR
Proposal	=	Offer

OCEW	=	Quarterly Census of Employment and Wages
R&S	=	State of Hawaii, Department of Research & Statistics
RESEA	=	Reemployment Services and Eligibility Assessment
Reportable Individual	=	An individual who has taken action that demonstrates an intent to use program services and who meets specific reporting criteria of the program, including: 1) Individuals who provide identifying information; 2) Individuals who only use the self-service system; 3) Individuals who only receive information-only services or activities (Refer to TEGL 10-16, change 1, TEGL 14-18)
RFP	=	Request for Proposals
RTAA	=	Reemployment Trade Adjustment Assistance
Self Service	=	Self-Service as described in 20 CFR 677.150(a)(3)(ii)(A), occurs when individuals independently access any workforce development system program's information and activities in either a physical location, such as an American Job Center resource room or partner agency, or remotely via the use of electronic technologies. (Refer to TEGL 10-16, change 1, TEGL 14-18)
SIRS	=	State Integrated Record Schema
SOC	=	Standard Occupational Classification (Part of O*NET)
Specifications	=	A description of what the purchasing agency requires and, consequently, what an offeror must offer to be considered for award
SPO	=	State Procurement Office of the State of Hawaii, located at 1151 Punchbowl Street, Room, 416, Honolulu, Hawaii 96813; P.O. Box 119, Honolulu, Hawaii 96810-0119
State	=	State of Hawaii, including each department and political subdivision
SWIS	=	State Wage Interchange System
TAA	=	Trade Adjustment Assistance Program, as established in Trade Act of 1974, Public Law 93-618, as amended
TRA	=	Trade Readjustment Allowance
UI	=	State of Hawaii Unemployment Insurance
TEGL	=	Training and Employment Guidance Letter, which contains federal policies issued by USDOL
USDOL	=	U.S. Department of Labor
VETS	=	Veterans Employment Training Programs, as provided in Jobs for Veterans Act, Public Law 107-228, as amended

VOS	=	Virtual One-Stop System, a comprehensive workforce development software developed by Geographic Solutions, Inc.
WDD	=	Workforce Development Division, State of Hawaii, Department of Labor and Industrial Relations
WID	=	Workforce Information Database
WIOA	=	Workforce Innovation and Opportunity Act of 2014, Public Law 113-28, as amended
WIPS	=	Workforce Integrated Performance System, USDOL's single reporting and recordkeeping system for WIOA program (Refer to USDOL ETA website)
WDC	=	Workforce Development Council, serves as the State Workforce Investment Board for purposes of the federal Workforce Innovation Opportunity Act of 2014, Public Law No. 113-128
Wagner-Peyser	=	Wagner-Peyser Act of 1933, as amended by WIOA and any subsequent amendments
WRIS	=	Wage Record Interchange System

1.5 SUBMISSION OF PROPOSALS

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

The Offeror shall submit an **original and seven (7) copies of the proposal in three-ring binders, boxed in accordance with Section Three (3) of this RFP to the following** address to be received no later than October 1, 2019, 4:00 p.m. HST, to the Procurement Officer:

Leila Shar
 Business Management Officer
 DLIR Administrative Services Office
 Princess Ruth Keelikolani Building
 830 Punchbowl Street, Room 309
 Honolulu, HI 96813
 Re: RFP-19-001-DLIR

Timely receipt of proposals shall be evidenced by the date and time registered by the DLIR Administrative Services Office time stamp clock. Proposals received after the deadline shall be returned unopened. Electronic or faxed copies of proposals will **not** be accepted. If the Offeror chooses to deliver its offer by United States Postal Service

(USPS), please be aware that the USPS does not deliver directly to the DLIR Administrative Services Office, Room 309. This may cause a delay in receipt and the offer may be received after the deadline.

1. 6 REGISTRATION REQUIREMENT

All prospective Offerors must register by August 9, 2019, as specified in Section 1.3 to ensure that all offerors receive addenda to the RFP, if any is issued. Failure to register with WDD using the Offeror Registration Form (**Attachment 3 of this RFP**) will result in automatic rejection of your offer. Telephone calls will not be honored. Note that the deadline refers to DLIR's receipt of the completed Offeror Registration Form (see Offer Registration Form, Attachment 3).

1. 7 OFFICIAL MEANS OF COMMUNICATION

During the duration of the solicitation process for this RFP, all official communications with Offerors must be submitted in writing and directed to Ms. Joni Heatherly by either facsimile, email, mail, or hand-delivery. Informal questions and responses over the telephone shall **not** be construed as an addendum to the RFP. All communications and inquiries concerning this RFP should be addressed to Ms. Joni Heatherly, 830 Punchbowl Street, Room 329, Honolulu, Hawaii 96813, fax number: (808) 586-8822; email: Joni.A.Heatherly@hawaii.gov. Written inquiries submitted through facsimile, email, mail, or hand-delivery shall state the page, paragraph, and line or sentence to which the question relates, when applicable. All written inquiries must be **received** by WDD by the deadline in section 1.3 on August 9, 2019, 3:00 p.m. HST. Receipt of inquiries by email shall be evidenced by the date and time of the email. Inquiries by fax shall be evidenced by the date and time printed by the fax machine. Timely receipt of inquiries by mail or hand-delivery shall be evidenced by the date and time registered by the DLIR Office time stamp clock. If the offeror chooses to deliver its communication and/or inquiries by United States Postal Service (USPS), the offeror is informed that the USPS does not deliver directly to Room 329. This may cause a delay in receipt by Ms. Heatherly and the communication and/or inquiries may reach Ms. Heatherly after the deadline. DLIR shall not be responsible for notifying those prospective Offerors who have failed to provide the necessary contact information on the Offeror Registration Form. All written responses shall be issued as an addendum to the RFP and become, thereby, part of the RFP.

1. 8 ISSUING OFFICE

DLIR is the issuer of this RFP and the sole point of contact relating to this RFP.

1. 9 AUTHORITY

This RFP is issued pursuant to the provisions of the Hawaii State Procurement Code (HRS Chapter 103D) and the State Procurement Office's applicable Directive, Circulars, and administrative rules. All prospective Offerors are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed offer by any Offeror shall constitute admission of such knowledge on the part of the Offeror.

1.10 PROPOSAL MODIFICATIONS AND WITHDRAWALS

Proposals may be modified or withdrawn prior to the deadline for RECEIPT of proposals. Requests for withdrawal or modification must be in writing, signed by the offerors

authorized representative and hand-delivered or mailed to the address for receipt of the proposals. Faxed or electronic requests will not be accepted.

- a. Modifications: A written notice shall be sent by the Offeror and received by the DLIR Procurement Officer (PO) stating that a modification to a submitted proposal is being provided by the Offeror. The written notice must accompany an original modified proposal and seven (7) copies of the modified proposal. Each set must be submitted in three-7 ring binders boxed, and sealed, as with the original proposal (Section 3.2).
- b. Withdrawal: A written notice shall be sent by the Offeror and received by the DLIR Procurement Officer. The notice shall state that the Offeror wishes to withdraw a proposal that has already been received by the DLIR Procurement Officer.
- c. Modifications and withdrawals shall be received by the DLIR Administrative Services Office at 830 Punchbowl Street, Room 309, Honolulu, Hawaii 96813, no later than the date and time stated in section 1.3. Timely receipt of modifications and withdrawals shall be evidenced by the date and time registered by the DLIR Administrative Services Office time stamp clock. Modifications and requests for withdrawals received after the applicable deadline (closing date or best and final offer deadline, if applicable,) shall be returned unopened.

1.11 COST OF RFP

The Offeror shall be responsible for all costs incurred in preparing or responding to this RFP.

1.12 PROPERTY OF THE STATE OF HAWAII

All materials and documents submitted in response to this RFP shall become the property of DLIR and will not be returned.

SECTION TWO

BACKGROUND AND SCOPE OF WORK

SECTION TWO

BACKGROUND AND SCOPE OF WORK

2.1 PROJECT OVERVIEW AND HISTORY

2.1.1 GEOGRAPHY

The State of Hawaii consists of six (6) major islands that are accessible to travelers only by relatively expensive air transportation. The State has four counties: City and County of Honolulu (island of Oahu), County of Hawaii (island of Hawaii), County of Maui (islands of Maui, Molokai, and Lanai), and County of Kauai (island of Kauai).

2.1.2 SERVICES

In each county, a variety of federally funded employment and training services are delivered by staff and on-line services in all American Job Centers Hawaii. Services include, but are not limited to, the following:

- Electronic job matching between job seekers and job openings based on skills, experience, location, and other requirements or preferences of the employer or jobseeker;
- Screening and referral of suitable candidates to job openings;
- Assisting employers in posting job openings, conducting recruitments, and providing information on training opportunities, tax credits, and other workforce services;
- Conducting workshops on interviewing skills, resume writing, and labor market information for jobseekers;
- Conducting Job Fairs and mass recruitments for employers;
- Providing information on training opportunities and other resources to assist jobseekers;
- Individually assessing interests and skills of jobseekers to help them identify appropriate career goals;
- Developing individual employment plans that identify barriers and develop possible solutions with jobseekers who need more intensive services;
- Providing for different types of basic education, remedial education, or vocational training, as applicable, for those who qualify under different federal program criteria;
- Conducting case management with vocational counseling for those who would benefit;
- Coordinating services with different federal, state, county, and nonprofit agencies; and
- Following up on participants in different federal programs who received services.

Each American Job Center Hawaii also has a Resource Center equipped with computers, printers, phones, fax machines, and copy machines so that jobseekers can search for suitable job openings, prepare resumes, learn about jobs in demand, and apply for jobs online.

Employers and jobseekers authorized to work in the USA can use The American Job Center Hawaii at no cost. By federal statute, priority among jobseekers is given to military veterans. Certain federal programs target specific categories of persons, such as persons who were laid off, out-of-school youth, in-school youth, low-income adults, welfare recipients, and low-income senior citizens.

There are a total of 4 American Job Centers in the State of Hawaii. They are operated by the Workforce Development Boards on Oahu, Kauai, Maui and Hawaii Island and overseen by the Workforce Development Council. The operators work in partnership with other State, County, and private nonprofit agencies. Some of the services offered in American Job Centers Hawaii are overseen by the Counties. In turn, the Counties are monitored by the Workforce Development Council.

In addition to the Centers, federally funded programs for Out-of-school youth and In-school youth are currently operated by the City and County of Honolulu, Maui College, and two private non-profit organizations. The youths receive an assessment of skills and barriers to employment, vocational counseling and guidance, basic education in math or reading, vocational training, mentoring, and/or other services. The youth providers on each county were selected by the applicable County, who are responsible to monitor and oversee the programs. In turn, the counties report to and are held accountable by the Workforce Development Council.

Each County partners with a Workforce Investment Board, a public/private sector body that has decision-making authority with each County to direct policy and monitor federally-funded programs. At the State level, there is a Workforce Development Council, a statewide board that advises the Governor on workforce policies and evaluates employment and training programs.

2.1.3 CURRENT VENDOR

The current vendor is Geographic Solutions, Inc, a private for-profit corporation based in Florida. The vendor was selected through a competitive process in 2005. Geographic Solutions hosts the system, called HireNet Hawaii, and maintains the database. Geographic Solutions was also selected through a competitive process in 2009 to host these systems for the State of Hawaii Research and Statistics Division: The Hawaii Workforce Infonet (HIWI), Workforce Information Database and the Green Jobs Portal.

HireNet Hawaii was customized for Hawaii from their Virtual One-Stop System. In the fiscal year period ending June 30, 2018, the American Job Centers Hawaii served 718 employers and nearly 15,014 individuals accessed HireNet and/or were assisted at the American Job Centers Hawaii. HireNet Hawaii is used by the public (jobseekers and employers), and staff from The American Job Centers Hawaii, youth operators, and Counties for job matching, recording all data elements of participants, employers, jobs, activities, and outcomes; calculating outcomes; and compiling data for reports. HireNet Hawaii produces monthly, quarterly, and Annual Reports required by the federal government for each federal program and generates other reports for State and local management purposes.

The Hawaii Workforce Infonet (HIWI) is a public website that delivers labor market information. It houses the Workforce Information Database (WID) and has interactive tools allowing users to query data by area, timeframe, industry or occupation and get results in tables and charts. HIWI contains labor market information publications, reports, data tables and an LMI Dashboard.

The Green Jobs Hawaii portal is a public website that disseminates information on green industries and occupations. It utilizes the database and functionality of HireNet Hawaii while filtering and customizing data to display green jobs content. It uses job spidering technology to conduct a search of green jobs.

2.1.4. TECHNICAL ENVIRONMENT

The WDD network connects four (4) American Job Center Hawaii offices, located on Oahu, Kauai, Maui and Hawaii. The network also connects five (5) WDD stand-alone offices located on Oahu (Honolulu), Maui (Wailuku), Hawaii (Hilo and Kona) and Molokai. The sites in Kona, Maui and the American Job Center Hawaii utilize a 5 MB Routed Network Service connection. The sites in Honolulu, Hilo, Kauai and Molokai connect utilizing the State of Hawaii's high-speed communication backbone known as the NGN (Next Generation Network). Internet connectivity is provided by the State of Hawaii Office of Enterprise Technology Services (ETS), through one non-secure connection on the NGN. A DLIR firewall secures and controls external traffic and separates internal networks.

The WDD network consists of approximately 100 personal computers and 15 network printers statewide. The PC's currently operate in the Windows 7 environment that is slowly migrating to Windows 10 within the next year. Each PC uses a static, private IP address to allow Internet access.

Each American Job Center Hawaii also has a Resource Center containing personal computers, which are used by the public to access the Internet and various applications for employment purposes. The public computers are locked down and have limited access to network resources.

The System serves other WIOA Adult, Dislocated Worker, Youth program service providers, partner agencies including: Department of Human Services-First to Work (FTW), Supplemental Nutrition Assistance Program (SNAP) and the general public via the Internet. During a normal business day, there are approximately 700 users logged on simultaneously to the system who are either entering participant or employer data, searching for jobs, and/or creating reports.

2.2 SCOPE OF SERVICE

DLIR wishes to engage an individual or organization ("Contractor") to furnish and install the necessary software and hardware to provide a single cost-effective MIS and case management system ("System"). Additionally, the Labor Market Information System (LMIS) and Green Labor Market Information System (GLMIS) will be integrated with the Management Information System (MIS) to share the Workforce Information Database (WID) and system database. The System will provide the following services and functions that are currently being provided by Geographic Solutions, Inc. with additional components and enhancements:

- Employer and Jobseeker Portals -- Provide job search engine technology that enables jobseekers, Unemployment Insurance claimants and employers to easily post resumes and job openings through a user-friendly public website to match jobs to applicants;
- Mediated Job-Matching -- Enable American Job Center Hawaii counselors and other authorized staff to easily match job openings with qualified job seekers;
- Case Management Data -- Enable case managers to track all participants in Wagner-Peyser, JVSG, WIOA, TAA, and other programs;
- Federal Reports -- Produce participant reports required by the federal government for applicable programs and comply with all federal updates and mandates to reporting;
- State and Local Reports -- Produce reports required by WDC, WDD, R&S, counties, and service providers to effectively manage their programs;
- Eligible Training Provider (ETP) module - Enable authorized ETP staff, American Job Center Hawaii staff, system administrators and other staff authorized staff to enter eligible training provider information and attach and track the ETP to the program of study, cost per participant, number exited from training, percentage of individuals who are in unsubsidized employment during the second quarter and fourth quarter after exit for program outcomes;
- Labor Market Information module – Provide an LMIS that has the same or better features and functionality as HIWI. It should have a home page that can be accessed directly by the public using the existing url: www.hiwi.org Provide a built-in content management tool allowing R & S staff to create customizable web pages to post reports and data tables. Install and populate the Workforce Information Database (WID) (<http://www.widcenter.org/structure-2/>) according to the requirements set forth by the Analyst Resource Center and provide data tools for staff to use to update the database. Provide interactive tools for users to query the WID tables. Integrate the LMIS with the MIS system so they share the WID and System databases;
- Green Jobs Hawaii Portal – Provide a GLMIS that has the same or better features and functionality of the Green Jobs Hawaii portal. It should have a home page that can be accessed directly by the public using the existing url: www.greenjobshawaii.org Provide a built-in content management tool allowing staff to create customizable web pages to post reports and data tables. Provide interactive tools for users to query the WID tables. Integrate the GLMIS with the MIS system so they both share the WID and System databases. Using existing definitions provided by the State, identify and filter green job openings, training programs, occupations and industries. Customize and integrate this portal that disseminates data and information on green industries and occupations with job spidering technology into the Management Information System.

The contract resulting from this RFP is for the period beginning on or about February 3, 2020 as agreed upon by the parties, as stated in Section 1.3 through June 30, 2023, with the possibility of one (1) three (3) year extension pending satisfactory performance as determined by DLIR and availability of funds. The contractor will have a maximum period of five (5) months for data migration, installation, testing, customization including ETP, LMI, GLMIS, unless a different time is agreed upon by the parties and/or mutually extended by the parties. The price for each three year extension period, if any, cannot exceed the price in Offer form, OF-2, Section 7,

Attachment 2.

The Contractor shall provide the following:

- Hardware and software necessary for the System;
- Management services, systems analysis, and computer programming support for the System;
- Conversion of the existing database for inclusion in the new System;
- Interface with the State Unemployment Insurance data that conforms with confidentiality and disclosure requirements of state and federal laws, and state and federal rules, regulations, and requirements;
- Integrate the Workforce Information Database (WID) and LMI data and reports from the Hawaii Workforce InfoNet (HIWI) website into MIS system;
- Customize and integrate the Green Jobs Hawaii Portal with job spidering technology into MIS system;
- Timeline that will display customization, conversion, testing and staff training dates
- Comprehensive documentation, user manuals, and staff training; and
- The necessary hardware and software maintenance during the contract period.

All requirements of this RFP are subject to changes in state and federal requirements, including, but not limited to, those pertaining to data collection and reporting.

Also refer to Section Six (6), Special Provisions, for other requirements.

2.2.1 GENERAL HARDWARE AND SOFTWARE REQUIREMENTS

- a. The System must be able to function efficiently with the existing and expanding number of concurrent users.
- b. The System must be operational 24 hours a day, seven (7) days a week, 365 days a year, except for agreed-upon down periods for maintenance.
- c. The System must communicate with at least 90% of authorized staff statewide at an acceptable response time (up to 8 seconds for each page upload) that are at least equal to existing response times throughout the State.
- d. The System must be capable of storing the existing and expanding volume of job seekers, job orders and case management data.
- e. The System must have easily accessible online technical documentation.
- f. The System must include a test or training environment for testing future application, system upgrades and staff training.
- g. The System must be compatible with the existing network and computers and must support networking protocols for connectivity with the entire network environment as described in Section 2.1.4.
- h. The System must be web-based and compatible with all the latest versions of major web browsers; e.g., Internet Explorer, Mozilla Firefox, Safari, Google, Edge, Chrome and Edge.

- i. The System must be compatible with Personal Computers (PC), Mac computers and be mobile device ready.
- j. The application hardware must be up-to-date and efficient. All equipment used for the System must be in good condition as determined by the State and must not be refurbished or obsolete.
- k. The System must include a daily automated backup and recovery system (tape or other media) in an offsite location, with preferable multiple locations.
- l. The System must include a power back up system to allow proper shutdown of the system. Proper documentation of the shutdown and power up of the system must be included.
- m. The System must contain a help feature to assist users.
- n. The System must be entirely compliant with the Americans with Disabilities Act and Section 508 of the Rehabilitation Act.
- o. The System must be able to support the following:
 - 1. Simultaneous access by multiple agencies and users;
 - 2. Reporting and case management for multiple federal, state and local programs, including but not limited to:
 - a) Wagner-Peyser (Labor Exchange);
 - b) Veterans programs, including Jobs for Veterans State Grant (JVSG)
 - c) Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker, Youth, National Dislocated Workers Grant (NDWG), and WIOA Earmark Grants;
 - d) Trade Adjustment Assistance (TAA);
 - e) Reemployment Services and Eligibility Assessment (RESEA);
 - f) Eligible Training Provider
 - g) Labor Market Information and reports including employment projections, occupational wages (OES), industry job count (CES), quarterly employment and wages (QCEW), and labor force estimates (LAUS)
 - h) Install and populate the Workforce Information Database (WID) according to the requirements set forth by the Analyst Resource Center
 - i) Record resources contributed and outcome attained by WIOA participants benefiting from federal partner programs, such as Adult Education, Job Corps, Older Americans Program, Indians and Native American Programs (INAP), Vocational Rehabilitation, Vocational Education, National Farmworkers Jobs Program (NFJP), Supplemental Nutrition Assistance Program (SNAP), Youth Build; and

- j) State-funded programs, such as incumbent worker programs and job development efforts for TANF recipients.
- p. The System must allow for the daily data backup while retaining data for a minimum period of one (1) month and/or ideally one (1) year. Reporting on additional federal, state, and local programs and/or by additional providers without modifying the System.
- q. The System must allow State administrators to interactively modify which programs participate in Common Measures.
- r. The System must allow non-Common Measures programs to specify whether the staff user may enter the exit date for a participant, unlike the automatic soft exit required under Common Measures.
- s. The System must allow DLIR to define new activity and service types and funding and to associate these with the programs that are supported in The American Job Center Hawaii.
- t. The System must be able to interface with the following:
 - 1. The State's Unemployment Insurance (UI) database via a secure FTP site to request and load State UI wage data for program participants. The System shall record and store the wage data in a table not to be seen by the user;
 - 2. The federal Wage Request Information System (WRIS), an interstate Unemployment Insurance wage record data and retrieval system, to request and load Unemployment Information wage data for program participants who are employed in other states. The System shall record and store the wage data in a table not to be seen by the user; and
- u. The Contractor shall comply in all its interfaces with the UI computer system and/or uses of UI data with the confidentiality and disclosure requirements of section 383-95 of Hawaii Revised Statutes, and sections 12-5-215, 12-5-219, and 12-5-220 of the State Administrative Rules. (Refer to <http://hawaii.gov/labor/ui>).
- v. The System shall produce a Daily Report of SOC O*NET codes for all new unemployment compensation claimants who register in the System and complete an on-line resume with all required items.
 - 1. The Daily Report should contain the following information: Last Name, First Name, Middle Initial, SOC O*NET Code, Date Registered/Resume On-line, Last 4 digits of the Social Security Number, Date of Birth, Address, City and Zip Code.
 - 2. The Daily Report should be made available on a secured site with a secure password for UI staff to log-in and download the file. A history of the daily reports should be maintained in the system and accessible to authorized staff for at least 60 days.

3. The Daily Report should be in an Excel spreadsheet.
- w. The System shall generate a confirmation page that is e-mailed to the jobseeker after completion of an on-line resume.
 1. The confirmation page shall include the following information: Last Name, First Name, Middle Initial, SOC O*NET Code, Date Registered/Resume On-line, Last 4 digits of the Social Security Number, Date of Birth, Address, City and Zip Code.
 2. If the jobseeker does not complete an on-line resume, the System must not generate the confirmation page.
- x. The software must allow for State-defined batch and/or on-line interfaces to be developed for any user interface function.

2.2.2 APPLICATION SECURITY REQUIREMENTS

- a. The System must allow authorized users the ability to manage the security and access levels of users and report capabilities.
- b. The System must provide the ability to create custom workgroups within an organization that display only the tools needed to perform specific tasks based on user type and security levels.
- c. The System must provide robust security architecture, such that users are allowed or disallowed access to screens, screen functions by role, WIB, The American Job Centers Hawaii, provider, and site.
- d. Options must be provided to restrict access to data by specific organizations, including the ability to allow users to only view participant data without making changes to the participant's record.
- e. The System shall include Internet security to protect from internal and external attacks.
- f. For all data, which includes Personal Identifiable Information (PII), the System shall provide encrypted communication and secure identification.
- g. The System shall include on-going monitoring of internal user activity to protect against internal and external attacks.
- h. The System shall also provide prompt identification and immediate resolution of any security breaches and provide immediate notification to the State
- i. The System must assign each individual record to a unique identifier

2.2.3 EMPLOYER AND JOBSEEKER PORTALS REQUIREMENTS

- a. The employer and jobseeker self-service feature must be accessible to the public via the Internet.
- b. The System should be able to upload job orders to America's Job Exchange and National Labor Exchange on a daily basis if employers agree to upload job orders.
- c. The jobseeker portal must enable job seekers to do the following:
 1. Set up, maintain their account and contact information, and save the information;
 2. Log back on at a later time to continue where they left off from the last session, thus not requiring re-entry of information;
 3. If the job seeker forgets their username and /or password, the System should prevent them from creating another account and should offer to e-mail the jobseeker their username and/or password;
 4. Be notified of new job opportunities that match their skills, experience, and interests via their on-line job seeker account or by e-mail;
 5. Develop, easily edit and post their resumes on-line in a user-friendly method through helpful prompts that guide the user to capture skills, interests, abilities, and knowledge;
 6. Store resumes, cover letters, and applications on-line for quick and easy access for at least 12 months;
 7. Download the resume into various applications; i.e., Microsoft Word, PDF, etc.;
 8. Enable UI claimants to complete an on-line resume with the required elements and ensure that their resume is posted on-line for 12 months. The required elements are:
 - a) Job Skills/Abilities
 - b) Education
 - c) Training
 - d) Prior Employment History and Work Duties
 - e) Desired Availability
 - f) Desired Location
 - g) Occupational Licenses, if any, and
 - h) Other Relevant Occupational Information.
 9. Perform job searches automatically based on skills, experience, location, and other relevant criteria, and e-mail results to the user account;

10. Save and re-run job searches; and
 11. Link to career resource information of DLIR on the site's home page.
- d. The employer portal must enable employers to do the following:
1. Create, update, post, and manage employer information;
 2. If the employer forgets their username and/or password, the System should prevent them from creating another account and should offer to e-mail the employer their username and/or password;
 3. Post job openings in a user-friendly method;
 4. Select the fields of information to be disclosed to the public;
 5. Employer will have the option of suppressing or displaying job information online, including: displaying online to job seekers, company name, worksite address;
 6. Require employers to have an active job order posted to conduct a candidate search or screening;
 7. Use searching, screening, and ranking tools to quickly focus on the candidates that meet their needs;
 8. Extract information on Hawaii based jobs from other job boards on a daily basis (i.e, "job spidering", "scraping", "data mining"); and eliminate to the extent possible any duplicate job postings and filter out any inappropriate job posting when data mining;
 9. Link to labor market information of DLIR on site's home page;
 10. Performs other functions and services the Contractor deems necessary to improve DLIR's current employer and job seeker portals in consultation with and approval by DLIR; and
- e. The employer and job order information must be forwarded to authorized staff for review and approval prior to its public posting.

2.2.4 MEDIATED JOB-MATCHING REQUIREMENTS

The System must allow authorized staff of The American Job Center Hawaii and other providers to do the following:

- a. Enter and maintain job seeker data, which must include demographic information, applicant's job history, licenses, certificates, education history, desired job by O*NET SOC code, and other pertinent information;
- b. Enter services provided for the job seeker and employer;

- c. View a job seeker's complete service history at a glance;
- d. Track employer activities and notes pertaining to the employer or job order;
- e. Enter and maintain job order information, which must include the capability to duplicate job order information previously entered for a current job order;
- f. Perform automated matching of job seekers and job openings based on O*NET codes, skills, experience, education, location, and other relevant criteria;
- g. Create and e-mail notices or letters to employers and job seekers;
- h. Search for job seekers, employers, job orders, service providers and offerings using any combination of defined search criteria, including by program participation and by services used;
- i. Ability to revoke or lock-out the employer account and/or job order after determining that the employer is "bogus" or not legitimate;
- j. Link to career resource information of DLIR and USDOL;
- k. Provide automated matching of job openings with qualified job seekers based on education, skills, experience, wages, location, and other requirements of the jobs and characteristics of job seekers; and
- l. Perform other functions and services the Contractor deems necessary to improve DLIR's current mediated job matching system in consultation with and approval by DLIR.

2.2.5 CASE MANAGEMENT DATA REQUIREMENTS

- a. The case management software must be accessible via the Internet to The American Job Center Hawaii employment counselors, staff of WIOA youth providers, System administrators, partner agency counselors, and other staff authorized by the State.
- b. The System must allow authorized staff to do the following:
 - 1. Record intake data for new participants, including but not limited to, new job seekers;
 - 2. Enter and maintain participant data, including contact information, demographic information, work history, licenses, certificates, skills, education, jobs and/or training desired, barriers, and other pertinent information;
 - 3. Create a Wagner-Peyser, WIOA (Adult, Dislocated Worker, Youth), TAA application and participation record and enrollment in associated services;
 - 4. Capture eligibility data for all participants in programs operated by The American Job Center Hawaii, WIOA youth providers, and

other partner agencies;

5. Track enrollments of participants in each program by case manager, provider, office location, and counties;
6. Track both information-only and individualized services;
7. Record skill goals for each WIOA youth participant as applicable and track progress toward those goals;
8. Record and track literacy and numeracy data to record pre-test and allow entry of multiple progress assessments for WIOA Youth program;
9. Automatically record and display the first date of a service or activity provided a participant as the enrollment date for that participant in the program funding the service or activity, consistent with federal requirements;
10. Automatically maintain enrollment data as services are added or cancelled, or funding streams change;
11. Record and track program closures and outcomes data;
12. Allow users to view eligibility data and reportable enrollment characteristics;
13. Record and capture data required under the WIOA six primary indicators of performance;
14. Record and capture PIRL data elements required for Wagner-Peyser, JVSG, WIOA (Adult, DW, Youth), TAA and partner programs;
15. Record information for skills gain achievement data necessary for WIOA PIRL extracts and to calculate the WIOA Measurable Skills Gain performance measure;
16. Record information for academic and occupational credential obtained through participation in a specific program;
17. Record documentation for the enrollment of an individual into a training activity as required by WIOA Section 134(c)(3)(A) and Section 134(c)(3)(B);
18. Record appropriate customer groups: TAA, RTAA, ATAA and link to associated services for the TAA program application;
19. Record TAA waiver requirements with defined time periods to meet federal requirements, including extenuating circumstances,

maximum extenuating circumstances and good cause waiver reasons;

20. Record TRA payments, RTAA, ATAA and training payments for classroom training and OJT for the TAA program;
21. Enter and maintain information about services provided to each participant by provider;
22. Enter and maintain information about service providers and contacts, including status of providers as eligible training providers;
23. View automated System-generated reminders or alerts;
24. View what the jobseeker or employer is viewing when assisting customers;
25. Display the most recently viewed jobseeker or employer record with a link to the record;
26. Enable authorized staff to schedule and track services provided by different providers including planned and actual start dates, end dates, costs, completion status, service type and the related achievement objective;
27. View whether an individual in WIOA or Wagner-Peyser or TAA, is employed based on employment data obtained from interface with State of Hawaii Unemployment Insurance wage records and/or other automated employment information sources acceptable to the State and USDOL, such as WRIS and SWIS (when it becomes available);
28. For dual-enrollment programs when exiting a participant, the System must be Common Exit compliant so that participating program enrollments are related and share a common exit date; and
29. Performs other functions and services the Contractor deems necessary to improve the DLIR's automated case management system in consultation with and approval by DLIR.

2.2.6 LABOR MARKET INFORMATION AND GREEN PORTAL REQUIREMENTS

- a. The LMIS must be accessible to the public via the internet and include the following:
 1. Allow users to:
 - a. Select and view profiles with infographics, charts, data, and narrative analysis in a comprehensive and easy to read format, including:

- 1) Area Profile – summary; comparison; jobs; candidates; supply and demand; education, training, and experience; employment and wages; and demographics data.
 - 2) Occupation Profile – summary; comparison; description; jobs; candidates; supply and demand; employers; skills; education and work experience; employment and wages; nature of work; job requirements; related occupations; and career ladder.
 - 3) Industry Profile – summary; comparison; jobs; employers; wages; employment and projections.
 - 4) Education Profile – summary; comparison; jobs; program completers; program providers; related occupations; and licensure.
 - 5) Education and Training data – training providers and schools; training and education programs; and education program completers
 - 6) Employer Profile – location; contact; industry code; and size of firm from InfoGroup.
- b. Select and view historical data of various types contained in the WID and System databases, including data tables, charts, and narrative analysis. Users should be able to query data using an interactive tool and include:
- 1) Advertised job data - by area; occupation; industry; and education.
 - 2) Labor market supply - advertised jobs and unemployment; and occupational training completers.
 - 3) Employment and wages - occupational employment and wages; long- and short-term projections; licensing requirements and details; quarterly census of employment and wages; current employment statistics; staffing patterns; labor force employment and unemployment; census commuting patterns; unemployment insurance claimants by industry and occupation.
 - 4) Economic indicators - property values; sales, tax revenues; building permits; government transfer payments; Consumer Price Index (CPI).
 - 5) Demographics - income, population, census labor force.
- c. Register for an account on the LMIS to customize their dashboards, save content, receive a notification when new postings are made to LMIS. The dashboard should contain visualizations for various LMI data types and pinned links determined by the user.
- d. Do an advanced search of the content in LMIS using key words and get search results categorized by articles, jobs, occupations, industries, areas, employers training programs, training providers and pages.
- e. Get quick access to LMI via a Frequently Asked Questions page:

<https://www.hiwi.org/altentry.asp?action=lmiguest&whereteto=FACTS>, which lists various types of LMI available in the LMIS using an interactive tool that pulls data on the fly.

2. Allow staff to:

- a) Maintain the WID using data tool to import multiple files at a time, view, modify, delete, and export data
 - b) Create customized home page with graphics, links, and rotating photo gallery
 - c) Maintain the content on LMIS using content management tool to post publications, data tables, charts and graphics
 - d) Administer the accounts of registered users and staff privileges for content manager and data tool
 - e) Control the configuration of various sections in the LMIS, including setting defaults and parameters of data display
3. Keep up with and incorporate current technology and trends by doing upgrades on an ongoing basis with input from State staff on enhancements

b. The GLMIS must be accessible to the public via the internet and include the following:

1. Allow users to:

- a) Search for a green job by entering a keyword and zip code/city and selecting a radius of 5, 10, 25, 50 miles or statewide area. The search results will come from the MIS System database and will be filtered to include only jobs that are defined as green
- b) Select and view profiles with infographics, charts, data, and narrative analysis in a comprehensive and easy to read format, including:
 - 1) Area Profile (Numbers and Trends) – summary; comparison; jobs; candidates; supply and demand; education, training, and experience; employment and wages; and demographics data
 - 2) Occupational Profile – summary, comparison, description, jobs, candidates, supply and demand, employers, skills, education and work experience, employment and wages, nature of work, job requirements, related occupations, career ladder
 - 3) Industry Profile (Industry Trends) – summary, comparison, jobs, employers, wages, employment and projections
- c) Provide interactive tools to view information on Services for Individuals, such as:
 - 1) Career services – career tips; career explorer; career informer; job market explorer.
 - 2) Job Seeker services – find job openings; job market trends; employers posting jobs; employers.

- 3) Education services– training providers and schools; training and education programs; online learning resources; education profile informer; scholarship search.
- 4) Labor Market services – labor market facts; area profile; industry profile; occupational profile; education profile.
- 5) Employer services – employers posting jobs; local employer sites; trending employer jobs.
- 6) Workplace Training – internship services; apprenticeship; on-the-job training.
- d) View a dashboard with widgets that contain information such as employer services, job seeker services, assessments, education services, labor market services and current events

2. Allow staff to:

- a. Create customized home page with graphics, links and rotating photo gallery
- b. Maintain the content on GLMIS using content management tool to post announcements, publications, videos, data tables, charts and graphics
- c. Control the configuration of various sections in the GLMIS, including setting defaults and parameters of data display

2.2.7 ELIGIBLE TRAINING PROVIDER REQUIREMENTS

- a. The Eligible Training Provider (ETP) software must be accessible via the Internet to authorized ETP staff, American Job Center staff, system administrators and other staff authorized by the State.
- b. The Software must allow ETP staff to do the following:
 - 1. Ability to create an account for their provider institution;
 - 2. Create and submit programs/courses for WIOA certification;
 - 3. Manage existing WIOA certified programs/courses and allow for re-certification of programs/courses;
 - 4. Enter and maintain ETP institution data, including contact and course information;
 - 5. Track enrollment of participants in each WIOA certified program/course and the associated program outcomes for each participant;
 - 6. Manage the expiration dates of the providers with an alert mechanism;
 - 7. Allow users to access and review the State's High Demand Occupations; and

8. Provide users with training guides on the use of the software.
- c. The Software must allow authorized American Job Center staff, System Administrators, and other staff authorized by the State to do the following:
1. Create Staff and Eligible Training Provider accounts;
 2. Ability to activate and inactivate Eligible Training Provider accounts created by the source institution;
 3. Capability to approve and reject programs/courses for WIOA certification and recertification;
 4. Capacity to allow authorized users to have the ability to search for and if necessary, edit Eligible Training Provider accounts;
 5. Ability to add programs/courses on behalf of the Eligible Training Provider;
 6. Provide custom automated alerts to authorized staff users for recently added programs/courses for review;
 7. Capability to manage and edit the State's High Demand Occupations list;
 8. Provide users with training guides on the use of the software

2.2.8 FEDERAL REPORTS REQUIREMENTS

All federal reports must be accurate as certified by report validations required by the federal government, and the System must be able to prepare the reports within due dates established by DLIR.

- a. The System must be able to produce all ETA-mandated federal reports. The requirements for these reports are included in the Appendices of this RFP. The current reports (which may be expanded in the future) are the following:
1. Full PIRL Schema and/or State Integrated Record Schema (SIRS) File for Wagner-Peyser/JVSG, TAA, WIOA (Adult, DW, Youth, Dislocated Worker Grant);
 2. WIOA Performance Reports – ETA 9169;
 3. WIOA Performance Reports – ETA 9173;
 4. WIOA Performance Report – ETA 9171;
 5. ETA Form 5148 Migrant and Seasonal Farmworkers Equity Ratio Indicators, and Migrant and Seasonal Farmworkers Minimum Service Level Indicators;
 6. Data Validation files; and
- b. The System must create necessary report and data element validation extract files and necessary report submission files for Labor Exchange, VETS, Migrant and Seasonal Farmworkers, WIOA and TAA that comply with federal and State requirements and deadlines.
- c. The System must execute and report on the standard federal report edits

- d. The System must make reports available to the State via a user interface
- e. The System must be capable of being modified to meet revised federal reporting mandates and revisions.
- f. The System must automatically capture data needed for PIRL and other reporting at the point of a participant's enrollment into a program.
- g. The System must automatically set outcome data based on the presence of wage data from the State's Unemployment Insurance systems, WRIS, SWIS (when it becomes available), and other wage data sources.
- h. The System must be Common Measures/Common Exit -compliant so that participating program enrollments are related and share a common exit date.
- i. The System must be able to track common enrollment date and reportable enrollment characteristics for each set of participants who are co-enrolled in different programs for which Common Measures apply. In addition, the System must track separate characteristics for individual participants in each program.
- j. The System must provide for a single set of outcome data for all participants who are co-enrolled in different programs for which Common Measures apply.
- k. The System must automatically soft-exit participants (as "exits" are defined in Common Measures) in Wagner-Peyser, WIOA, TAA, and other programs for which Common Measures apply and for other programs as determined by the State.

2.2.9 STATE AND LOCAL REPORTS REQUIREMENTS

- a. The System must allow users to view the set of participants for any federal reporting item and must combine this capability with any other supported search criteria.
- b. The System must allow for geographic breakouts of each statewide report for each program by case manager, LWA, The American Job Center Hawaii, provider, and site.
- c. The System must allow for each report to be filtered by multiple, interactively specified criteria, including all PIRL data elements, but not limited to age brackets and other demographics, in school/out of school, provider, education level, veteran status, program participation, funding stream, types of services received, and other criteria established by the State.
- d. The System must produce reports that display the following data for each program listed in item 2.2.1.o.2:
 - 1. Report on outcomes;

2. Report on numbers of reportable individuals and participants served and exited;
 3. Report on services provided;
 4. Report on demographic characteristics of persons served, exited, and outcomes;
 5. Report on pending and actual exits;
 6. All of the above by case manager, service provider, county area, and different demographics; and
 7. Ticklers for case managers to notify them of pending automated actions such as pending exits of current clients.
- e. The System must retain both raw and refined reporting data for subsequent ad hoc analysis.
 - f. The System must allow authorized users to define local outcomes for any federal, state or local program.
 - g. The System must make reporting data for each local area available to authorized local users.
 - h. All of the above requirements apply to all data, including converted and stored data.
 - i. For the LMIS and GLMIS system being integrated in the MIS system, the system will track website usage and provide options for the R&S staff to customize reports (e.g. by Fiscal year) that include the number of page views, visits and hits for both LMIS and GLMIS. The usage statistics should include the number of times each document (PDF) is downloaded or module is assessed. These reports should not utilize Google Analytics.

2.2.10 DATA CONVERSION

- a. The System shall convert all data from the present system to the new System. The Contractor will work with the State to convert the data into the appropriate fields.
- b. The System shall convert existing Application Program Interfaces (API) including, but not limited to, current APIs with State Unemployment Insurance Division for wage record data
- c. The Contractor will install the most current WID version that is housed in the LMIS according to specifications outlined by the Analyst Resource Center (<http://www.widcenter.org/>). The Contractor will convert the WID to newer versions as they become available, within one year of release.
- d. The Contractor will integrate the LMIS and GLMIS with the MIS system to share the WID and System databases.
- e. Provide authorized staff the ability to merge converted and new

records for each employer and jobseeker.

2.2.11 DOCUMENTATION OF THE SYSTEM

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

- a. User documentation;
- b. Business Requirements;
- c. System installation, administration and procedural documentation;
- d. System architecture documentation, including hardware and network infrastructure, and application design architectures;
- e. API documentation;
- f. Conversion of existing data to the new System; and
- g. Data model documentation.

2.2.12 BENCHMARK TESTING

As part of the development and installation of the System, the Contractor shall:

- a. Identify a set of clearly defined measures of performance for the efficiency and accuracy of the System.
- b. Benchmark against these measures and ensure that it has the mechanisms to track and report on these measures.
- c. Report on these measures through the course of the project for management of each program by staff.
- d. Conduct formal usability testing in a structured lab at several stages throughout the installation of the hardware and software and this testing will become a critical part of the documented specifications.

2.2.13 ACCEPTANCE TESTING

During the development and installation of the System, the Contractor shall have and carry out a plan for acceptance testing that is approved by the State.

2.2.14 PUBLICITY

The Contractor shall obtain prior written approval from DLIR for all publicity or promotional materials generated by the Contractor that refers to Hawaii's experience with the Contractor.

2.2.15 IMPLEMENTATION TIMELINE AND MILESTONES

The Contractor shall comply with the timetable below:

Milestones	Timelines
1. Develop and install System	100% Completed by April 30, 2020
2. Conversion of data	90% Completed by April 30, 2020 100% Completed by May 22, 2020
3. Testing of converted data	90% Completed by May 4, 2020 100% Completed by June 24, 2020
4. Training of staff users	Completed by June 26, 2020
5. System fully operational and on-line to public and staff	July 1, 2020

2.2.16 VENDOR SUPPORT AND MAINTENANCE

- a. The Contractor shall provide live support by phone, electronic mail or in person during all business hours and days of the State of Hawaii, except for periods agreed upon by the State for maintenance.
- b. The Contractor shall be responsible for properly announcing, dispatching, and explaining the effects and repercussions of software/hardware upgrades or revision recommendations by their company, and provide live support - if necessary - during the installation of such upgrades/revisions. The Contractor shall advise DLIR at least 2 months ahead of making changes to its product, such as requiring changes in the operating system, of client or server, and/or hardware components that would affect DLIR's costs in providing and/or ability to provide the case management and tracking of services and performance outcomes which is the subject of this RFP.
- c. If the Contractor purchases hardware to be located in Hawaii or elsewhere, the Contractor shall:
 1. Promptly submit a copy(ies) of the warranty for each equipment and software purchased for this project and shall identify and explain circumstances under which additional charges will be assessed the State beyond that which is not part of the warranty offered; and
 2. All service agreements that are planned between the Contractor and other vendors to carry out any portion of the installation and/or maintenance of the software or hardware that are required by this RFP shall be listed in the Offer Form OF-2. The Contractor shall submit copies of the service agreement listing the terms and conditions of coverage (labor and material),

identify circumstances under which services will not be covered under this agreement and a description of the service that will be provided (on-site, phone etc.) for the State to review. The Contractor shall provide the annual cost of the service agreement. The State shall have the option to purchase the service agreement directly from the vendor providing the service. If the State purchases the service agreement, the purchase will reduce the Contractor's cost for maintenance and/or installation of the System

- d. The Contractor shall make changes and correct "bugs" to the software at no extra cost to the State. The Contractor shall work with the State to prioritize the changes and "bugs" and shall provide documentation of the changes and corrections to the "bugs".
- e. The Contractor shall provide the State with an on-line communication system to report "bugs", page crashes, any data changes to participant and employer records, questions, and enhancements requests. The on-line communication system shall be on a secure site to prevent internal and external attacks and must only allow authorized users to access the system.
- f. The Contractor shall provide hands-on, on-site training in Hawaii for all staff who use the System. Written manuals specific to each type of training must be provided prior to implementation of the System. Different training should be geared to the following target groups:
 - 1. Staff who access the System (training should cover functions performed by authorized staff as well as self-serve features used by the public);
 - 2. Administrators of the System; and
 - 3. Technical training for Technical IT support staff.

The training must be offered on site in Hawaii prior to implementation of the System as well as prior to any major software/hardware upgrades, as appropriate.

- g. The Contractor shall provide a minimum of four (4) toll-free webinars and/or conference calls annually for all staff who use the System to train and/or update staff on different features of the System, as requested by the State.

2.2.17 QUALIFICATIONS OF FIRM AND STAFF

- a. Contractor shall have a minimum of five (5) years' experience in developing, installing and maintaining WP, WIA and WIOA, TAA, LMI databases and meeting federal reporting requirements for these programs.
- b. Contractor's experience shall be with a state and local areas that

1. Is equivalent or larger in population to Hawaii;
2. Utilized the same or similar equipment as proposed in the Offeror's response; and
3. Installed a system with a minimum of six (6) states and with at least two (2) local areas that are roughly equivalent to or similar to the State's requirements.

2.2.18 WORKFORCE DEVELOPMENT DIVISION'S RESPONSIBILITIES

The Workforce Development Division will:

- a. Oversee the Contractor's work and report any problems;
- b. Manage communications between the users and the Contractor;
- c. Submit all required Federal reports based on System-generated reports and data stored in the System;
- d. Make monthly payments to the Contractor based upon receipt of invoices and satisfactory performance, except for the first payment for installation, which will be made no earlier than thirty (30) days after the System is fully operational, pending satisfactory performance;
- e. Notify the Contractor of any revised or new federal reporting requirements for which revisions to the System will need to be made; and
- f. Work with the Contractor to request training and technical assistance from the Contractor and coordinate the training and technical assistance between the Contractor and users.

2.2.19 PRICE

Breakdown of price by phases listed in Offer Form OF-2 (see Section Seven, Attachment 2) must be provided. A total contract price must also be included in the Offer Form OF-2.

Potential maximum available funding for this System is \$3,945,000.00. For the period of 2/3/2020 to 6/30/2020 the maximum available funding is \$255,105.00. For the period of 7/1/2020 to 6/30/2023 the maximum available funding is \$1,844,000.00. For the period of 7/1/2023 to 6/30/2026 the maximum available funding is \$1,844,000.00. This includes all costs for development, installation, conversion of data and maintenance including licensing fees.

SECTION THREE

PROPOSAL FORMAT AND CONTENT

SECTION THREE

PROPOSAL FORMAT AND CONTENT

3.1. INTRODUCTION

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

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

Please be aware that Section 5 CONTRACTOR SELECTION & CONTRACT AWARD identifies additional procurement related requirements that the Offeror shall meet. Specifically, Section 5.28 SUBMISSION OF PROPOSAL, and Section 5.29 PROPOSAL PREPARATION, should be scrutinized.

Proposals shall provide all of the information requested in this RFP in the order specified below. 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.

3.2. ORGANIZATION AND FORMAT

Submit an original and seven (7) copies of the proposal, with **each set** in three-ring binders. All binders should be boxed, sealed, and hand-delivered or mailed. Electronic or faxed copies of proposals will **not** be accepted.

The proposal and all copies shall clearly identify the RFP No., Offeror's Legal Name, mailing address, telephone number, and facsimile number. The information should match the Offeror Registration Form, Section 6, Attachment 3. The binder with **original signature(s) must be clearly identified.**

- Part I: Table of Contents
- Part II: Transmittal Letter
- Part III: Offer Form
- Part IV: Functionality
- Part V: Vendor Support and Maintenance
- Part VI: Qualifications of Firm and Staff
- Part VII: Technical Information
- Part VIII: Confidential Information
- Part IX: Subcontractor
- Part X: Exceptions
- Part XI: Judgments and Pending Lawsuits

These sections are primarily designed to provide information necessary for DLIR to evaluate offers pursuant to the Evaluation Criteria provided in Section 4 of this RFP. Offeror is advised to review the Evaluation Criteria and to provide all information

necessary to allow DLIR to evaluate Offeror's proposal based on these criteria. One (1) original, and seven (7) hard printed copies of each proposal with each set in three-ring binders. All binders should be boxed, sealed, and hand-delivered or mailed. Electronic or faxed copies will not be accepted. The proposal and all copies shall clearly identify the RFP No., Offeror's Legal Name, mailing address, telephone number, and facsimile number. The information should match the Offeror Registration Form, Section 7, Attachment 3. The binder with **original signature(s) must be clearly identified**.

3.3. OFFEROR'S AUTHORITY TO SUBMIT AN OFFER

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

3.3 REQUIRED REVIEW

- 3.3.1 Before submitting a proposal, each Offeror must thoroughly and carefully examine this RFP, any attachment, addendum, and other relevant document, to ensure Offeror understands the requirements of the RFP. Offeror must become familiar with State, local, and Federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work required.
- 3.3.2 Should Offeror find defects and questionable or objectionable items in the RFP, Offeror shall notify DLIR in writing prior to the deadline for written questions as stated in the RFP *Schedule and Significant Dates*, as amended. This will allow the issuance of any necessary corrections and/or amendments to the RFP by addendum, and mitigate reliance of a defective solicitation and exposure of proposal(s) upon which award could not be made.

3.4 PROPOSAL PREPARATION COSTS

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

3.5 TAX LIABILITY

- 3.5.1 Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Contractor is advised that they are liable for the Hawaii GET at the current 4.5% for sales made on Oahu, and at the 4% rate for the islands of Hawaii, Maui, Molokai, and Kauai. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax-exempt status and cite the HRS chapter or section allowing the exemption.
- 3.5.2 Federal I.D. Number and Hawaii General Excise Tax License I.D. Offeror shall submit its current Federal I.D. No. and Hawaii General Excise Tax

License I.D. number in the space provided on **Attachment A: Offer Form Letter, OF-1 Standard Form Letter**, thereby attesting that the Offeror is doing business in the State and that Offeror will pay such taxes on all sales made to the State.

3.6 PROPERTY OF THE STATE

All proposals become the property of DLIR.

3.7 CONFIDENTIAL INFORMATION

- 3.7.1 If an Offeror believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld from disclosure as confidential, then the Offeror shall inform the Procurement Officer named on the cover of this RFP in writing and provided with justification to support the Offeror's confidentiality claim. Price is not considered confidential and will not be withheld.
- 3.7.2 An Offeror shall request in writing nondisclosure of information such as designated trade secrets or other proprietary data Offeror considers to be confidential. Such requests for nondisclosure shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

3.8 EXCEPTIONS

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

No exceptions to statutory requirements as set forth in the General Conditions, Attachment 7 shall be considered.

3.9 PROPOSAL OBJECTIVES

- 3.9.1 One of the objectives of this RFP is to make proposal preparation easy and efficient, while giving Offerors ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective.
- 3.9.2 Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate for the purpose. Emphasis will be on completeness and clarity and content.
- 3.9.3 When an Offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Offeror has identified as necessary to successfully complete the obligations outlined in this RFP.

- 3.9.4 The proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this RFP as stated in Section 2.2 SCOPE OF SERVICE.

3.10 **PROPOSAL FORMS**

- 3.10.1 To be considered responsive, the Offeror's proposal shall respond to and include all items specified in this RFP and any subsequent addendum. Any proposal offering any other set of terms and conditions that conflict with the terms and conditions providing in the RFP or in any subsequent addendum may be rejected without further consideration.

- 3.10.2 **Offer Form, Page OF-1.** Offer Form, OF-1 is required to be completed using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable, in the appropriate space on Offer Form, OF-1 (See **Section 7, Attachment 1: Offer Form Letter, OF-1 Standard Form Letter**). Failure to do so may delay proper execution of the Contract.

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

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

3.11 **PROPOSAL CONTENTS**

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

Part II: **Transmittal Letter.** Include a Transmittal Letter confirming that the Offeror shall comply with all of the provisions of this RFP and containing the complete name and address of Offeror's firm and the name, mailing address, telephone number, fax number and e-mail address of the person the State should contact regarding the Offeror's proposal.

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

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

Part III: **Offer Form.** Include completed OFFER FORMS (OF-1 and OF-2). See ATTACHMENTS for a facsimile of the forms.

Part IV: **Functionality.** Describe how the proposal addresses all requirements specified in Sections 2.2.1. to 2.2.15. In addition, for each requirement, the Offeror must indicate whether its current system is "Fully

Compliant” or “Non-Compliant”.

Offerors must respond to and reference by item every functional, technical and performance requirement contained in these sections.

The Offeror shall provide a comprehensive description of their work plan for providing the requested services and examples of its ability to accomplish the tasks described herein, including a plan for development and installation, testing, and training.

“Fully Compliant” - Feature, function or product is fully operational using the version proposed and will be delivered as part of the total cost proposed.

“Non-Compliant” - Feature, function or product is not available, in development, or planned.

For any specification with “Non-Compliant” as response, Offeror may describe how the specification might otherwise be met using alternative features, functions, and products, plus the associated costs.

Where further explanations or descriptions are specified, Offerors are expected to provide written narrative responses, supported by sample screen shots/printouts and/or other relevant materials.

Part V: **Vendor Support and Maintenance.** When describing how the proposal addresses requirements of Section 2.2.16, the Offeror must include the following:

To demonstrate the Offeror’s ability to maintain the hardware, which is a requirement of the RFP, the Contractor shall provide a plan for hardware maintenance and support, including any warranty period for hardware. Warranties must be provided as appropriate. Maintenance personnel shall possess industry-recognized certification on the equipment proposed. The proposal shall address the Contractor’s experience, maintenance practices and policies, and ability to service DLIR in a timely manner. The plan must show how the Contractor will provide the necessary hardware maintenance for the contract period ending June 30, 2021, and for each subsequent year if the maintenance contract is extended by DLIR as set forth in Section 2.2.

To demonstrate the Offeror’s ability to maintain the software, which is a requirement of the RFP, the Contractor shall provide a plan for software maintenance and support. The plan shall include a description and copy of any warranty for software maintenance. The plan also must address how the Contractor will patch, upgrade, and obtain other necessary fixes to the product(s), including those resulting from revised federal or state reporting requirements. The plan must show how the Contractor will provide the necessary software maintenance for the contract period ending June 30, 2021, and for each subsequent year if the maintenance contract is extended by DLIR as set forth in Section 2.2.

Offeror shall identify the circumstances under which additional charges

will be assessed the State beyond that which is part of the maintenance services included as part of this proposal.

In addition, Offeror should list each item and sub-item in Sections Two and Three and indicate for each item or sub-item if the Offeror's current system is "Fully Compliant" or "Non-Compliant".

Offers must respond to and reference by item every functional, technical and performance requirement contained in these sections.

To be "Fully Compliant" - Feature, function or product is fully operational using the version proposed and will be delivered as part of the total cost proposed.

To be "Non-Compliant" - Feature, function or product is not fully available, or in development, or planned.

For any specification with "Non-Compliant" as response, Offeror may describe how the specification might otherwise be met using alternative features, functions, and products, plus the associated costs.

For every Fully Compliant or Non-Compliant item, the Offeror shall provide a comprehensive description of their work plan for providing the requested services and examples of its ability to accomplish the tasks described herein, including a plan for development and installation, testing, and training.

Where further explanations or descriptions are specified, Offerors are expected to provide written narrative responses, supported by sample screen shots, printouts and/or other relevant materials.

Part VI: **Qualifications of Firm and Staff.** Describe how the proposal addresses requirements of Section 2.2.15.

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

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

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

Offeror shall provide a list of similar installations (minimum of 8 installations) successfully completed by the Offeror and available for

inspection. Similar is intended to mean:

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

The above references shall be included for contact:

- Name of Company
- Address of Company
- Name of Contact
- Address
- Telephone Number
- FAX Number
- E-Mail Address
- Business Description

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

In addition, for each requirement, the Offeror must indicate whether its current system is "Fully Compliant" or "Non-Compliant".

Offerors must respond to and reference by item every functional, technical and performance requirement contained in these parts.

In addition, Offeror should list **each** item and sub-item in Sections Two and Three and indicate for each item or sub-item if the Offeror's **current** system is "Fully Compliant" or "Non-Compliant".

To be "Fully Compliant" - Feature, function or product is fully operational using the version proposed and will be delivered as part of the total cost proposed.

To be "Non-Compliant" - Feature, function or product is not fully available, or in development, or planned.

For every Fully Compliant or Non-Compliant item, the Offeror shall provide a comprehensive description of their work plan for providing the requested services and examples of its ability to accomplish the tasks described herein, including a plan for development and installation, testing, and training.

For any specification with "Non-Compliant" as response, Offeror may describe how the specification might otherwise be met using alternative features, functions, and products, plus the associated costs. Where

further explanations or descriptions are specified, Offerors are expected to provide written narrative responses, supported by sample screen shots, printouts and/or other relevant materials.

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

Part VIII: **Confidential Information.** Offeror shall place all Confidential Information in this tabbed section with a request in writing for nondisclosure of designated trade secrets or other proprietary data. Refer to Sections 5.7 CONFIDENTIAL INFORMATION and 5.39 ADDITIONS, AMENDMENTS AND CLARIFICATIONS.

Part IX: **Subcontractors.** 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:

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

Part X: **Exceptions.**

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

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

Part XI: **Judgments and Lawsuits.**

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 none, so state.

3.12 RECEIPT AND REGISTER OF PROPOALS

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

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

3.13 BEST AND FINAL OFFER (BAFO)

If DLIR determines a BAFO is necessary, it shall request one from the Offeror. The Offeror shall submit its BAFO by the deadline established in section 1.3. Any BAFO received after the deadline will not be considered.

3.14 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF OFFERS

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

3.15 MISTAKES IN PROPOSALS

3.15.1 Mistakes shall not be corrected after award of contract.

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

3.15.3 Once discussions are commenced or after best and final offers are requested, any priority-listed Offeror (see section 5.2) may correct any clerical mistake until the time and date set for receipt of best and final offers.

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

3.15.5 An Offeror alleging a material mistake of fact which makes a proposal non-responsive may be permitted to withdraw the proposal if: the mistake is clearly evident on the face of the proposal or the Offeror submits evidence which clearly and convincingly demonstrates to DLIR that a mistake was made.

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

3.15 ECONOMY OF PRESENTATION

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

3.16 ORAL PRESENTATION

Priority listed offerors (see section 5.2) to this RFP shall be required to make an oral presentation in person of their proposal with a demonstration of their products to ensure a thorough and mutual understanding. DLIR shall schedule the time and location for these presentations.

SECTION FOUR

EVALUATION CRITERIA

SECTION FOUR

EVALUATION CRITERIA AND CONTRACTOR SELECTION

4.1 GENERAL INFORMATION

Evaluation criteria and the associated points are listed below. One (1) award will be made to the responsive and responsible Offeror whose proposal is determined to be the most advantageous to the State based on the evaluation criteria listed in this section. Each question in the criteria does not equate to a specific number of points but total points per criteria will be based on the extent to which proposals address all questions and requirements in Sections Two and Three.

THE MAXIMUM TOTAL NUMBER OF POINTS USED TO SCORE EACH PROPOSAL IS **100**.

4.1.1 EFFECTIVENESS AND RELIABILITY OF THE SYSTEM (20 points--maximum 17 points for items a.-q.; additional 3 points for item r.)

- a. Does the proposal demonstrate the effectiveness of the proposed System?
- b. Does the Offeror have a proven track record of its capability to perform the requirements of this RFP?
- c. Does the Offeror have a sound reputation in the information technology industry and business community?
- d. Does the proposal demonstrate that the proposed System has been tested and proven to work well in a user-friendly manner?
- e. Does the Offeror DEMONSTRATE a good understanding of the requirements of this RFP?
- f. Does the Offeror clearly state the steps and efforts needed to install the new System, including integration with the technical environment and network of DLIR?
- g. Has the Offeror incorporated industry standards to ensure compliance with existing and future networking needs?
- h. Does the proposal fulfill the requirements of this RFP and identify advantages, alternatives, and/or deficiencies?
- i. Does the proposal demonstrate that the System will be effective, efficient, and user-friendly for the public, counselors, managers, and administrators of The American Job Center Hawaii and other providers?
- j. Is the proper documentation included with the proposal?
- k. Is the proposed System compatible with the existing computers and printers used by DLIR, counties, and the majority of public users?
- l. Does the proposal have the ability to adapt to expansion of DLIR needs?
- m. Does the proposal address all the features and desires for a System for DLIR?

- n. Does the Offeror provide alternatives that show an understanding of the limitations of DLIR WDD as dictated by the Office of Enterprise Technology Services Standards (<http://ets.hawaii.gov/policies/>) and the federal regulations? The federal regulations are available on the USDOL Employment and Training Administration's website: <https://www.doleta.gov/reports/docs/>
- o. Does the proposal demonstrate that The American Job Center Hawaii and WIBs can generate and/or have access to reports that help them manage their programs and meet performance goals for each program by provider, case manager, and demographics?
- p. Does the proposal provide sufficient security to restrict access for different providers and safeguard all data in the System?
- q. Does the proposal incorporate new technology platforms and industry practices?
- r. Does the proposal include data mining? Additional 3 points will be awarded for this optional feature.

4.1.2 QUALIFICATIONS OF FIRM AND STAFF (10 points)

- a. Has the Offeror submitted a plan that demonstrates suitable staffing to service DLIR under the contract?
- b. Is the staff accessible to State employees during all hours of business operation of DLIR?
- c. Is the staff located properly to handle the demands expected under the contract?
- d. What are the qualifications and/or certifications of the Offeror's staff assigned to this project?
- e. Does the Offeror have the minimum five (5) years' experience in developing, installing, and maintaining comparable systems?
- f. If subcontractor(s) are to be used, what are their qualifications in reference to the above criteria?
- g. Has the Offeror's system been successfully installed and operated in comparable environments with a minimum of six (6) states and with at least two (2) local areas that are similar to or larger than the population of the State of Hawaii?
- h. Has the Offeror exhibited willingness to service previous customers and provide them with proper resources?
- i. Have previous customers expressed satisfaction with Offeror's product/services?

4.1.3 OFFEROR'S ABILITY TO DEVELOP AND INSTALL THE SYSTEM (15 points)

- a. Does the Offeror provide support during all hours of business operation of DLIR?
- b. How shall Offeror ensure timely delivery of products?
- c. What is the Offeror's record for timely delivery service?

- d. Do references support the Offeror's ability to perform the required work?
- e. Were local and State management reports user-friendly and timely?
- f. Does the Offeror demonstrate a good working understanding of federal reporting requirements for Wagner-Peyser, WIOA, TAA, and other federal programs?
- g. Does the Offeror demonstrate working and understanding of job matching and case management?
- h. Will the Offeror provide training for staff as described in 2.2.16.f,g?
- i. Was the Offeror's past performance timely and satisfactory?

4.1.4 MAINTENANCE AND SUPPORT TO BE PROVIDED (15 points)

- a. What is the Offeror's record of responsive hosting and maintenance service?
- b. Is there adequate coverage for DLIR?
- c. Will the Offeror's existing hosting and maintenance contracts adversely affect their ability to maintain this contract?
- d. Is the Offeror authorized to service the equipment?
- e. Can the Offeror meet the response time requirements?
- f. Has the Offeror demonstrated that it's capable of providing hardware maintenance described in the RFP?
- g. Does the Offeror possess the appropriate experience to perform the hardware maintenance described in the RFP?
- h. How will the Offeror ensure that all applicable hardware and software have warranties for adequate maintenance during the period of the contract?
- i. Are the time periods of warranty coverage acceptable?
- j. Are problem escalation procedures detailed and acceptable?
- k. Has the Offeror exhibited a willingness to service their past and current customers and provide proper resources?
- l. Does the Offeror provide support manuals and training?
- m. Does the Offeror provide software upgrades with no additional charges as part of maintenance?
- n. Does the on-going maintenance cover all DLIR needs (hardware and software, technical support, additional license fees)?

4.1.5 EQUIPMENT (5 Points)

- a. What is the quality of the products offered?
- b. Does the equipment support integration with DLIR software, hardware and network and interfaces with UI?
- c. What features differentiate it from other products? (e.g., user friendly, intuitive design tools, ease of management, functionality)

- d. Have third-party reports or reviews been submitted substantiating the performance, reliability, reputation, and value of the products offered?
- e. Is the proposed hardware operationally compatible with existing hardware?
- f. Is the proposed equipment capable of handling the volume of data and users?
- g. Do the proposed systems provide the same or faster throughput when compared to the existing systems?
- h. Has the equipment been successfully installed and operated in comparable environments? How extensively?
- i. Is the equipment new, not refurbished, and of the quality required?
- j. Is there a development commitment to industry standards?
- k. Would implementation of the Offeror's proposal require an extensive implementation effort by DLIR personnel?

4.1.6 COST OF SERVICES (35 Points)

Overall, a maximum of thirty-five (35) points of the total evaluation points will be assigned to evaluate cost. In converting cost to points, the lowest cost proposal will automatically receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out as follows:

$$\frac{[\text{Lowest Cost Proposal} \times 35 \text{ points (max.)}]}{[\text{Offeror's Proposal Cost}]} = \text{Points}$$

SECTION FIVE

CONTRACTOR SELECTION AND CONTRACT AWARD

SECTION FIVE

CONTRACTOR SELECTION AND CONTRACT AWARD

5.1 SCOPE

All aspects of developing, installing and maintaining an automated management information system and database for the State Department of Labor and Industrial Relation's Workforce Development Division shall be in accordance with this RFP, including the Special Provisions in this section; the Scope of Work specified herein; and the WIOA Assurances and Certifications, as amended (Section Six, Attachment 4); the General Conditions (GC), Form AG-008 Updated 12/20/17, found on the following website: <https://spo.hawaii.gov/wp-content/uploads/2017/12/AG-008-103D-1.pdf> and shown in Attachment 7.

5.2 EVALUATION OF PROPOSALS

The Procurement Officer, or an evaluation committee of at least three (3) qualified DLIR 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.

Only proposals that are determined to be responsive and responsible by DLIR will be considered. Offerors whose proposals are determined to be responsive and responsible will be considered priority listed offerors. Discussion may be conducted with priority listed Offerors who submit proposals determined to be responsive and responsible but proposals may be considered 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 responsive and responsible proposals are submitted, the evaluation committee may limit the priority list to the three-top ranked, responsible and responsive Offerors.

5.3 DISCUSSION WITH PRIORITY LISTED OFFERORS

The State may invite priority listed Offerors to discuss their proposals to ensure thorough, mutual understanding. The State in its sole discretion shall schedule the time and location for these discussions, generally within the timeframe indicated in Section 1.4 - RFP Schedule and Significant Dates.

5.4 AWARD OF CONTRACT

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

5.5 **RESPONSIBILITY OF OFFERORS**

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

1. Chapter 237, General Excise Tax Law;
2. Chapter 383, Hawaii Employment Security Law;
3. Chapter 386, Worker's Compensation Law;
4. Chapter 392, Temporary Disability Insurance;
5. Chapter 393, Prepaid Health Care Act;
6. §103D-310(c), Certificate of Vendor Compliance for entities doing business in the State and
7. Certified statement indicating the proposal was arrived at without any conflict of interest (refer to section 6.8, Independent Price Determination).

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.

Offerors must 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. Offerors must be compliant on HCE at the time the proposal is submitted and at the time of award.

Refer to the FAQs on the Hawaii Compliance Express website at:
<http://spo.hawaii.gov/faqs/#tabs-3>

Final Payment Requirements. A "Certificate of Vendor Compliance" issued by the HCE must be submitted for final payment.

5.6 **OFFEROR QUALIFICATIONS**

Offeror shall meet all of the qualifications required by this RFP. Failure to meet the qualifications as specified in Section 2.2.17, Qualifications of Firm and Staff, or failure to adequately demonstrate qualifications as required in Section 3.3, will likely have an adverse affect on Offeror's proposal evaluation.

5.7 **TERM OF CONTRACT**

Successful Offeror shall be required to enter into a formal written contract to commence work on this project.

Th initial term of the contract is intended to begin on or about February 3, 2020 as stated in Section 1.3, through June 30, 2023, starting on the official effective date of the executed

contract. The contract may be extended for up to one (1), three (3) year extension, or any portion thereof, if mutually agreed upon in writing prior to contract expiration The Contractor or DLIR may terminate the extended contract period at any time upon six months prior written notice

5.8 PROPOSAL AS PART OF THE CONTRACT

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

5.9 PUBLIC EXAMINATION OF PROPOSALS

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

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

5.10 DEBRIEFING

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

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

Any protest pursuant to 103D-303(h), HRS, following a debriefing shall be filed within five (5) working days after the date upon which the debriefing is completed, as specified in section 103D-303(h), HRS, and shall be submitted in writing to:

Leila Shar, Business Management Officer
DLIR Administrative Services Office
Princess Ruth Keelikolani Building
830 Punchbowl Street, Room 309
Honolulu, HI 96813

5.11 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 (see section 5.26) 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 Labor and Industrial Relations 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.

5.12 PROTEST PROCEDURES

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

Leila Shar, Business Management Officer
DLIR Administrative Services Office
Princess Ruth Keelikolani Building
830 Punchbowl Street, Room 309
Honolulu, HI 96813

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

The notice of award, if any resulting from this solicitation shall be posted on the Hawaii, Awards, Notices and Solicitations (HANDS), which is available at:
<https://hands.ehawaii.gov/hands/>

5.13 GOVERINING 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 is Honolulu, Hawaii

In case DLIR is, without any fault on its part, made a party to any litigation commenced by or against the Contractor in connection with this contract, the Contractor shall indemnify the State and pay all costs and expenses incurred by or imposed on the State including attorneys' fees and costs. (See General Conditions, attachment 7, page 4).

5.14 APPROVALS

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

5.15 CONTRACT EXECUTION

The Successful Offeror who receives the award shall enter into a formal written contract with DLIR. No performance or payment bond is required for this contract.

contract. DLIR is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the successful offeror prior to the effective date.

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

5.16 INSURANCE

5.16.1 Prior to the contract start date, the Contractor shall procure at its sole expense and maintain insurance coverage acceptable to the State in full force and effect throughout the term of the Contract. The Offeror shall provide proof of insurance for the following minimum insurance coverage(s) and limit(s) in order to be awarded a contract. The type of insurance coverage is listed as follows:

1. Commercial General Liability Insurance

Commercial general liability insurance coverage against claims for bodily injury and property damage arising out of all operations, activities or contractual liability by the Contractor, its employees and subcontractors during the term of the Contract. This insurance shall include the following coverage and limits specified or required by any applicable law: bodily injury and property damage coverage with a minimum of \$1,000,000 per occurrence; personal and advertising injury of \$1,000,000 per occurrence; broadcasters' liability insurance of \$1,000,000 per occurrence; and with an aggregated limit of \$2,000,000. The commercial general liability policy shall be written on an occurrence basis and the policy shall provide legal defense costs and expenses in addition to the limits of liability stated above. The Contractor shall be responsible for payment of any deductible applicable to this policy.

2. Automobile Liability Insurance

Automobile liability insurance covering owned, non-owned, leased, and hired vehicles with a minimum of \$1,000,000 for bodily injury for each person, \$1,000,000 for bodily injury for each accident, and \$1,000,000 for property damage for each accident.

3. Appropriate levels of per occurrence insurance coverage for workers' compensation and any other insurance coverage required by Federal or State law.
4. NOTE: Error & Omissions insurance is available for technology suppliers and may be required for the specific procurement being conducted.

5.16.2 The Contractor shall deposit with the SPO, on or before the effective date of the Contract, certificate(s) of insurance necessary to satisfy the SPO that the provisions of the Contract have been complied with, and to keep such insurance in effect and provide the

certificate(s) of insurance to the SPO during the entire term of the Contract. Upon request by the SPO, the Contractor shall furnish a copy of the policy or policies.

5.16.3 The Contractor shall deposit with the SPO, on or before the effective date of the Contract, certificate(s) of insurance necessary to satisfy the SPO that the provisions of the Contract have been complied with, and to keep such insurance in effect and provide the certificate(s) of insurance to the SPO during the entire term of the Contract. Upon request by the SPO, the Contractor shall furnish a copy of the policy or policies.

5.16.4 The certificates of insurance shall contain the following clauses:

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

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

The liability insurance policy(ies) shall be primary and shall cover the Contractor for all work performed under the Contract, including changes, and all work performed incidental there to or directly or indirectly connected with the Contract. The Contractor shall maintain in full force and effect during the life of this contract liability and property damage insurance to protect the Contractor and his subcontractors, if any, from claims for damages for personals injury, accidental death and property damage which may arise from operations under the contract, whether such operations be by himself or by a subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

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

The Contractor shall provide DLIR certificate(s) of insurance that shows to the satisfaction of DLIR that the Contractor and its subcontractors, if applicable, has liability insurance that meet the requirements stipulated above **prior to the execution of a contract.**

The Contractor will immediately provide written notice to DLIR should any of the insurance policies evidenced on its Certificate of Insurance form(s) be cancelled, limited in scope, or not renewed upon expiration. In addition, each insurance policy required for the contract shall contain the following clauses:

- a. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii" and
- b. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

5.17 INVOICING

Contractor shall submit original Invoice to the following address:

DLIR Administrative Services Office
Attn: Leila Shar, Business Management Officer
830 Punchbowl Street, Room 309
Honolulu, Hawaii 96813

The invoice should reference both the contract number and the RFP number
For final payment on the contract, a current "Certificate of Vendor Compliance" issued by Hawaii Compliance Express is required.

5.18 PAYMENT

Contractor shall submit monthly invoices within thirty (30) calendar days of the month being billed.

Section 103-10, HRS, 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 proposal 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 §103-10, HRS, as amended.

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

5.19 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 its 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.

5.20 CONTRACT INVALIDATION

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

5.21 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, disability, or arrest and court records in employment and any condition of employment with the Contractor in participation in the benefits of any program or activity funded in whole or in part by the State.

5.22 CONFLICTS OF INTEREST

The Contractor represents that neither the Contractor, nor any employees 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.

5.23 WAIVER

The failure of the State to insist upon 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.

5.24 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.

5.25 OVERVIEW OF THE RFP PROCESS

1. The RFP is issued pursuant to Subchapter 6 of HAR Chapter 3-122, implementing HRS Section 103D-303.
2. 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.
3. No pre-proposal conference will be held.
4. 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.
5. All proposals and other material submitted by Offerors become the property of DLIR and may be returned only at DLIR's option.
6. 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

7. 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.
8. 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.
9. 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.
10. The date and time for Offerors to submit their BAFO, if any, is indicated in Section 1.3, 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.
11. 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.
12. 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.
13. The Procurement Officer or an evaluation committee reserves the right to determine what is in the best interest of DLIR 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.
14. 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 DLIR.
15. Withdrawal or Revision of Proposals. A proposal may be withdrawn or revised at any time prior to, but not after October 1, 2019. In order to withdraw or revise a proposal, a request in writing by the Offeror, or their authorized representative, must be submitted to the DLIR Procurement Officer. This withdrawal or revision

must be filed with the DLIR Procurement Officer before the deadline of the receipt of proposals, but shall not prejudice the right of an Offeror to submit a new proposal before or on the deadline for receipt of proposals. Also refer to 1.10.

5.26 CONTRACT ADMINISTRATOR

For the purpose of this contract, Ms. Joni Heatherly, Program Specialist, (808) 586-8815, is designated the Contract Administrator.

5.27 PERMITS, CERTIFICATES AND LICENSES

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

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

5.28 SUBMISSION OF PROPOSAL

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

Each offeror may submit only one (1) proposal. Alternate proposal(s) will not be accepted. If the Offeror chooses to deliver its offer by United States Postal Service (USPS), the offeror is informed that the USPS does not deliver directly to Room 309. This may cause a delay in the receipt by the ASO office and the offer may reach the ASO office after the deadline. Submission of a proposal shall constitute an irrefutable representation by the Offeror of compliance with every requirement of this RFP, and that the RFP documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of the performance of the work.

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

Before submitting a proposal, each Offeror must:

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

5.29 **PROPOSAL PREPARATION**

1. **OFFER FORM 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.

2. **Offer Guaranty.** An offer guaranty is NOT required for this RFP.
3. **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.
4. **Taxpayer Preference.** For evaluation purposes, pursuant to HRS §103D-1008, the Offeror's tax-exempt price offer submitted in response to an Invitation For Bid (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.
5. **Original Proposal. Best and Final Offer (if any) and Copies to be Submitted.** Refer to Section 1.5.
6. 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.
7. All proposals become the property of the DLIR.
8. Copies of documents transmitted by Offerors via facsimile machines shall be limited to the withdrawal of an offer pursuant to HAR Sections 3-122-108 and 3-122-28, respectively.

5.30 **ACCEPTANCE OF PROPOSALS**

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

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

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

5.31 PROPOSAL INSPECTION

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

5.32 DISQUALIFICATION OF OFFERORS

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

- a. Proof of collusion, regarding this RFP - all offers involved in the collusive action will be rejected and any participant to such collusion will be barred from future solicitations until reinstated.
- b. Offeror's lack of responsibility and cooperation as shown by past work or services.
- c. Offeror's being in arrears on existing contracts with the State or having defaulted on previous contracts.
- d. Offeror's lack of proper equipment and/or enough experience to perform the work contemplated.
- e. Offeror does not possess proper licenses to cover the type of work contemplated, if required.
- f. Offeror's delivery of the proposal after the deadline specified in this RFP.
- g. Offeror's failure to pay, or satisfactorily settle, all bills overdue for labor and material on former State contracts at the time of issuance of this RFP.

5.33 IRREGULAR PROPOSALS

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

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

5.34 PRICING

Pricing for development, installation, hosting and maintenance will be all inclusive, including but not limited to, all applicable taxes including but not limited to, GET, transportation and labor cost and any and all other costs incurred to deliver, install and test the system to ensure full operational function as required by this RFP.

5.34 OFFER ACCEPTANCE PERIOD

The DLIR acceptance of any offer, if any, will be made within sixty (60) calendar days after the opening of proposals.

5.35 ADDITIONAL TERMS AND CONDITIONS

The DLIR reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP.

5.36 RE-EXECUTION OF WORK

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

5.37 QUESTIONS PRIOR TO OPENING OF PROPOSALS

The Offeror must submit questions in writing in accordance with Section 1.7. The DLIR will respond to written questions by the date indicated in Section 1.3 RFP Schedule and Significant Dates.

5.38 CANCELLATION OF RFP AND PROPOSAL REJECTION

DLIR 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 DLIR, pursuant to Section 3-122 95 through 3-122 97, HAR.

DLIR 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.

5.39 INSPECTION AND MODIFICATION – REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

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

Should the Procurement Officer determine that corrections or modifications are necessary in order to accomplish the provisions of the Contract, the Procurement Officer may direct the Contractor to make such changes.

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

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SECTION SIX

SPECIAL PROVISIONS

SECTION SIX

SPECIAL PROVISIONS

6.1 OFFER GUARANTY

A proposal security deposit is NOT required for this RFP.

6.2 ACCEPTANCE AND TESTING

During the development and installation of the system, the Contractor shall have and carry out a plan for acceptance testing that is approved by the State. Authorized staff will be able to test and report on the measures of performance, efficiency and accuracy of the System through a UAT test site.

Upon successful completion of the Acceptance Test, the Contract Administrator in consultation with DLIR Information Technology Office shall notify the Contractor in writing and authorize connecting the system into Production.

6.3 INTELLECTUAL PROPERTY RIGHTS

DLIR reserves the right to unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the work product, and to transfer the intellectual property to third parties for DLIR purposes.

6.4 WARRANTIES AND DISCLAIMER OF IMPLIED WARRANTIES

Contractors shall provide programming, application support, operational support services for the duration of this project. This includes troubleshooting, bug fixes to existing application code, licensing and licensing upgrades, patches, troubleshooting and ensuring software updates and general support do not affect application.

6.5 TERMINATIONS FOR CONVENIENCE OR UNAVAILABILITY OF FUNDS

If the Offeror to whom a contract is awarded shall fail or neglect to comply with the contract, the State of Hawaii has the right to terminate the contract without liability to DLIR, when it is determined to be in the best interest of DLIR. The contract resulting from this RFP shall be paid for with Federal funds received by DLIR. In the event funds are insufficient this RFP may be cancelled.

6.6 PREFERENCES

a. HAWAII PRODUCTS PREFERENCE

In accordance with HRS §103D-1002, the Hawaii products preference is applicable to this solicitation. Hawaii Products 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> Offeror submitting a Hawaii Product (HP) Preference shall identify the preference on the solicitation offer pages(s). Any person desiring a Hawaii Product preference shall have the products(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 'Toolbox' menu; click on 'SPO Forms.'

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.

b. SOFTWARE DEVELOPMENT BUSINESSES PREFERENCE

Subchapter 5, Chapter 3-124, HAR, provides that:

The preference shall apply to the request for proposal issued by a purchasing agency when so stated in the solicitation.

A request for proposal issued by a governmental agency pursuant to Section 103D-301, HRS, shall contain a notice stating that a price preference will be given to Hawaii software development businesses. This price preference will be ten per cent of the price, and will be used for evaluation.

Offerors requesting a preference must submit a completed certification form (SPO Form 9, see: <http://spo.hawaii.gov>), as required by Subchapter 5, HAR, Section 3-124-33 (b), with their proposal. Previous certifications shall not apply.

Any offeror who fails to indicate that it is a Hawaii software development business will be presumed to be a non-Hawaii software development business and the offeror's proposal will be increased by ten per cent for purposes of evaluation.

The contract amount of any contract awarded shall be the original bid price offered, exclusive of any preferences.

6.7 CERTIFICATION OF OFFEROR CONCERNING WAGES, HOURS AND WORKING CONDITIONS OF EMPLOYEES SUPPLYING SERVICES (include as applicable)

All Offerors for service contracts shall comply with section 103-55, Hawaii Revised Statutes, which provides as follows:

Wages, hours, and working conditions of employees of Contractor supplying services: Before any prospective Offeror is entitled to submit any offer for the performance of any contract to supply services in excess of \$25,000 to any governmental agency, Offeror shall certify that the services to be performed will be performed under the following conditions:

Wages: The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work.

Compliance with labor laws: All applicable laws of the Federal and State governments relating to workers compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

No contract to perform services for any governmental contracting agency in excess of \$25,000 shall be granted unless all the conditions of this section are met. Failure to comply with the conditions of this section during the period of the contract to perform services may result in cancellation of the contract.

It shall be the duty of the governmental contracting agency awarding a contract in excess of \$25,000 to perform services in excess of \$25,000, to enforce this section.

This section shall apply to all contracts to perform services in excess of \$25,000, including contracts to supply ambulance service and janitorial service.

This section shall not apply to:

- (1) Managerial, supervisory, or clerical personnel.
- (2) Contracts for supplies, materials, or printing.
- (3) Contracts for utility services.
- (4) Contracts to perform personal services under paragraphs (2), (3), (12), and (15) of section 76-16, paragraphs (7), (8), and (9) of section 46-33, and paragraphs (7), (8), and (12) of section 76-77, Hawaii Revised Statutes, (HRS).
- (5) Contracts for professional services.
- (6) Contracts to operate refreshment concessions in public parks, or to provide food services to educational institutions.
- (7) Contracts with nonprofit institutions.

6.8 RULES OF PROCUREMENT

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

No Contingent Fees

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

RFP Amendments

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

Rules for Withdrawal or Revision of Proposals

A proposal may be withdrawn or revised at any time prior to, but not after the proposal due date of **October 1, 2019**, as set forth in section 1.3. In order to withdraw or revise a proposal, a request in writing by Offeror, or their authorized representative, must be filed with the Procurement Officer before the proposal due date, but shall not prejudice the right of an Offeror to submit a new proposal on or before the proposal due date.

Independent Price Determination

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

An Offeror shall include a certified statement (refer to section 5.5, responsibility of offerors) in the proposal certifying that the proposal was arrived at without any conflict of interest as described above. Should the offeror be awarded the contract and a conflict of interest be detected at any time during the contract, the contract shall be null and void, and the Offeror shall assume all costs of this project until such time that a new contractor is selected.

Confidentiality of 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 Officer-in-Charge should be so advised in writing and provided with justification to support the confidentiality claim. Price is not considered confidential and will not be withheld.

An offeror shall request in writing nondisclosure of designated trade secrets or other proprietary data considered confidential. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

Pursuant to 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).

6.9 FEDERAL FUNDS AS RECEIVED (100%)

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

6.10 COMPLIANCE WITH FEDERAL REQUIREMENTS, ACCESS TO RECORDS, INSPECTIONS AND MONITORING

In addition to the requirements stated in the General Conditions, as Contractor is receiving Federal Funds under this Agreement, the Contractor shall comply with all regulations and requirements of the U.S. Department of Labor (USDOL) or other Federal agencies regarding the use of WIOA funds, and complete all required forms and documents. The Contractor shall allow representatives full access to records, reports, files, and other documents and shall allow the Federal and/or STATE representatives directly connected with the program area or their duly authorized representatives to monitor its program, management and fiscal practices of the Contractor.

- a. If the Contractor enters into a subcontract to provide any of the services under this Agreement, the Contractor must include a provision in the subcontract requiring the subcontractor to comply with all regulations and requirements of the USDOL or other Federal agencies regarding the use of WIOA funds and complete all required forms and documents.
- b. The Contractor must also include a provision in its subcontracts that its subcontractors shall allow the USDOL or other Federal agencies and/or STATE representatives full access to its records, reports, files and other documents and to allow the USDOL or other Federal agencies and/or

STATE representatives directly connected with the program area or their duly authorized representatives to monitor the program, management and fiscal practices of the subcontractor.

6.11 **ADDITIONS, AMENDMENTS AND CLARIFICATIONS**

1. **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.
2. **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
3. **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 DLIR.

All information, data, or other material provided by the Offeror or the Contractor to WDD 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.

4. **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 or the date the final expenditure report is submitted under the Agreement, whichever occurs later. In the event that any litigation, claim, investigation, audit, or other action involving the records retained under this provision arises, then such records shall be retained for three

(3) years from the date of final payment, the date of submittal of the final expenditure report, or the date of the resolution of the action, whichever occurs later. During the period that records are retained under this section, the Contractor and any subcontractors shall allow the DLIR free and unrestricted access to such records.

5. **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 DLIR. 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.
6. **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.
7. **Termination of Agreement**: In addition to the requirements stated in Item 4.3 of the General Conditions, if this Agreement is terminated, all funds not obligated prior to the date of termination held by the Contractor, under this Agreement shall be immediately returned to DLIR.
8. **Fiscal Liability**: The Contractor shall assume for the U.S. Department of Labor and DLIR, financial and fiscal liability for the proper administration of funds received. The Contractor agrees to reimburse DLIR from non-federal funds for any funds under this Agreement which are determined by DLIR or the U.S. Department of Labor to be disallowed or improperly spent by the Contractor.
9. **Disclosure of Information**: Notwithstanding any other provision in this RFP to the contrary, the parties acknowledge the Contractor's public disclosure obligations under the Uniform Information Practices Act, Chapter 92F, H.R.S. Nothing in this Agreement shall be construed to prevent the Contractor from acting in good faith to comply with Chapter 92F in disclosing information obtained or provided pursuant to this Agreement, and said actions shall not be deemed a breach of, or otherwise in contravention of, this Agreement.

SECTION 7:

ATTACHMENTS AND EXHIBITS

SECTION SEVEN
ATTACHMENTS AND EXHIBITS

- Attachment 1: OFFER FORM, OF-1
- Attachment 2: OFFER FORM, OF-2
- Attachment 3: OFFEROR REGISTRATION FORM
- Attachment 4: WAGE CERTIFICATE
- Attachment 5: TAX EQUALIZATION CERTIFICATE
- Attachment 6: OVERVIEW OF THE RFP PROCESS
- Attachment 7: GENERAL CONDITIONS
- Attachment 8: APPENDIX

ATTACHMENT 1:

OFFER FORM OF-1

**OFFER FORM
OF-1**

Sealed Offers for Developing, Installing & Maintaining an Automated Management Information
System and Database for the Workforce Development Division
STATE OF HAWAII
DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
RFP-19-001-DLIR-MIS

Procurement Officer
State of Hawaii
Department of Labor & Industrial Relations
Administrative Services Office
830 Punchbowl Street, Room 309
Honolulu, Hawaii 96813

Dear Procurement Officer:

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: _____

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:

ATTACHMENT 2:

OFFER FORM

OF-2

**OFFER FORM
OF-2**

	Time Period	Price
Installation costs – should include customization of software, conversion of existing database, testing of system, training, etc.	2/3/2020 to 6/30/2020	\$
Maintenance Costs for Year One through Three	7/1/2020 – 6/30/2023	\$
Maintenance Costs for Year Four through Six	7/1/2023 – 6/30/2026	\$
Total Cost for Six (6) Years and Five (5) months		\$

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 may attach additional pages to the Offer Form OF-2 to provide detail if needed.

Offeror must indicate the number of pages that are being attached to the Offer Form.

However, the line item price, by year, should be inclusive of all service agreement costs.

Offeror _____
Name of Company

ATTACHMENT 3:

OFFEROR REGISTRATION FORM

State of Hawaii
Department of Labor and Industrial
Relations Workforce Development Division

OFFEROR REGISTRATION FORM

RFP-19-001-DLIR-MIS
SEALED OFFERS FOR
DEVELOPING, INSTALLING & MAINTAINING AN AUTOMATED
MANAGEMENT INFORMATION SYSTEM AND CASE MANAGEMENT
SYSTEM FOR THE AMERICAN JOB CENTER HAWAII

This Offeror Registration Form shall be completed and submitted by all potential Offerors to Request for Proposals.

Name of Company or Sole Proprietor:	
Mailing address:	
Telephone number:	
Alternate number (if applicable):	
Facsimile Number:	
Contact Person:	
E-mail address:	

Signature

Date

Typed Name

Title

Completed forms should be submitted to the State of Hawaii, Department of Labor and Industrial Relations, Administrative Services Office, 830 Punchbowl Street, Room 309, Honolulu, Hawaii 96813, or fax the form to 586-8899, or e-mai

ATTACHMENT 4:

WAGE

CERTIFICATE

WAGE CERTIFICATE
FOR SERVICE CONTRACTS
(See Special Provisions)

Subject: IFB/RFP No.: _____

Title of IFB/RFP: _____

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

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

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

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

Offeror _____

Signature _____

Title _____

Date _____

ATTACHMENT 5:

TAX EQUALIZATION CERTIFICATE

ATTACHMENT 6: TAX EQUALIZATION CERTIFICATE

SUBJ: Offer No.: RFP-_____

Description: _____

(To be filled in by prospective offeror)

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

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

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

If you answered "Yes" to any question, then you have sufficient presence in the State and are advised that the gross receipts derived from this solicitation are subject to the GET imposed by Chapter 237, HRS, at the current 4% rate, and where applicable to tangible property imported into the SOH for resale, subject to the current 1/2% use tax imposed by Chapter 238, HRS.

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

Offeror _____

Signature _____

Title _____

Date _____

ATTACHMENT 6:

REVIEW OF THE RFP PROCESS

ATTACHMENT 7: OVERVIEW OF THE RFP PROCESS

- 7.1 The RFP is issued pursuant to Subchapter 6 of HAR Chapter 3-122, implementing HRS §103D-303.
- 7.2 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.
- 7.3 Proposals shall be received manually by mail or drop off. 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.
- 7.4 The Procurement Officer, or an evaluation committee approved by the Procurement Officer, shall evaluate the proposals in accordance with the evaluation criteria in Section Four.
- 7.5 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.
- 7.6 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.
- 7.7 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.
- 7.8 The date and time for Offerors to submit their BAFO, if any, is indicated in Section 1.4, 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.
- 7.9 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.
- 7.10 The contents of any proposal shall not be disclosed during the review, evaluation, or discussion. 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

- 7.11 The Procurement Officer or an evaluation committee reserves the right to determine what is 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.
- 7.12 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.

ATTACHMENT 7:

GENERAL CONDITIONS

GENERAL CONDITIONS

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GENERAL CONDITIONS

1. Coordination of Services by the STATE. The head of the purchasing agency ("HOPA") (which term includes the designee of the HOPA) shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Contract. The CONTRACTOR shall maintain communications with HOPA at all stages of the CONTRACTOR'S work, and submit to HOPA for resolution any questions which may arise as to the performance of this Contract. "Purchasing agency" as used in these General Conditions means and includes any governmental body which is authorized under chapter 103D, HRS, or its implementing rules and procedures, or by way of delegation, to enter into contracts for the procurement of goods or services or both.
2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
 - a. In the performance of services required under this Contract, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE'S opinion, the services are being performed by the CONTRACTOR in compliance with this Contract. Unless otherwise provided by special condition, it is understood that the STATE does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the STATE.
 - b. The CONTRACTOR and the CONTRACTOR'S employees and agents are not by reason of this Contract, agents or employees of the State for any purpose, and the CONTRACTOR and the CONTRACTOR'S employees and agents shall not be entitled to claim or receive from the State any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.
 - c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR'S performance under this Contract. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR'S employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR'S employees or agents in the course of their employment.
 - d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.
 - e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 103D-328, HRS, and paragraph 17 of these General Conditions.
 - f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR'S employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

- g. The CONTRACTOR shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- h. The CONTRACTOR shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- i. In lieu of the above certificates from the Department of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, the CONTRACTOR may submit proof of compliance through the State Procurement Office's designated certification process.

3. Personnel Requirements.

- a. The CONTRACTOR shall secure, at the CONTRACTOR'S own expense, all personnel required to perform this Contract.
- b. The CONTRACTOR shall ensure that the CONTRACTOR'S employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

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

5. 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 under this Contract.

6. Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR'S duties, obligations, or interests under this Contract and no such assignment or subcontract shall be effective unless (i) the CONTRACTOR obtains the prior written consent of the STATE, and (ii) the CONTRACTOR'S assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR'S assignee or subcontractor have been paid. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR'S right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in section 40-58, HRS.

- a. Recognition of a successor in interest. When in the best interest of the State, a successor in interest may be recognized in an assignment contract in which the STATE, the CONTRACTOR and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:

- (1) The Assignee assumes all of the CONTRACTOR'S obligations;
- (2) The CONTRACTOR remains liable for all obligations under this Contract but waives all rights under this Contract as against the STATE; and
- (3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.
- (4)

- b. Change of name. When the CONTRACTOR asks to change the name in which it holds this Contract with the STATE, the procurement officer of the purchasing agency (hereinafter referred to as the "Agency procurement officer") shall, upon receipt of a document acceptable or satisfactory to

the Agency procurement officer indicating such change of name (for example, an amendment to the CONTRACTOR'S articles of incorporation), enter into an amendment to this Contract with the CONTRACTOR to effect such a change of name. The amendment to this Contract changing the CONTRACTOR'S name shall specifically indicate that no other terms and conditions of this Contract are thereby changed.

- c. Reports. All assignment contracts and amendments to this Contract effecting changes of the CONTRACTOR'S name or novations hereunder shall be reported to the chief procurement officer (CPO) as defined in section 103D-203(a), HRS, within thirty days of the date that the assignment contract or amendment becomes effective.
 - d. Actions affecting more than one purchasing agency. Notwithstanding the provisions of subparagraphs 6a through 6c herein, when the CONTRACTOR holds contracts with more than one purchasing agency of the State, the assignment contracts and the novation and change of name amendments herein authorized shall be processed only through the CPO's office.
7. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.
 8. Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the CONTRACTOR in connection with this Contract, the CONTRACTOR shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.
 9. Liquidated Damages. When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 13 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the STATE the amount, if any, set forth in this Contract per calendar day from the date set for cure until either (i) the STATE reasonably obtains similar goods or services, or both, if the CONTRACTOR is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR'S delay or nonperformance is excused under paragraph 13d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR remains liable for damages caused other than by delay.
 10. STATE'S Right of Offset. The STATE may offset against any monies or other obligations the STATE owes to the CONTRACTOR under this Contract, any amounts owed to the State of Hawaii by the CONTRACTOR under this Contract or any other contracts, or pursuant to any law or other obligation owed to the State of Hawaii by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The STATE will notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed to the State of Hawaii shall not include debts or obligations which have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii, provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.
 11. Disputes. Disputes shall be resolved in accordance with section 103D-703, HRS, and chapter 3-126, Hawaii Administrative Rules ("HAR"), as the same may be amended from time to time.
 12. Suspension of Contract. The STATE reserves the right at any time and for any reason to suspend this Contract for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.
 - a. Order to stop performance. The Agency procurement officer may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Contract. This order shall be for a specified

period not exceeding sixty (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Stop performance orders shall include, as appropriate: (1) A clear description of the work to be suspended; (2) Instructions as to the issuance of further orders by the CONTRACTOR for material or services; (3) Guidance as to action to be taken on subcontracts; and (4) Other instructions and suggestions to the CONTRACTOR for minimizing costs. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and suspend all performance under this Contract at the time stated, provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the Agency procurement officer shall either:

- (1) Cancel the stop performance order; or
 - (2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Contract.
- b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified in writing accordingly, if:
- (1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Contract; and
 - (2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided that, if the Agency procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.
- c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.
- d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

13. Termination for Default.

- a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency procurement officer may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Agency procurement officer, such officer may terminate the CONTRACTOR'S right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency procurement officer may procure similar goods or services in a manner and upon the terms deemed appropriate by the Agency procurement officer. The CONTRACTOR shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. CONTRACTOR'S duties. Notwithstanding termination of the Contract and subject to any directions from the Agency procurement officer, the CONTRACTOR shall take timely, reasonable, and

necessary action to protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest.

- c. Compensation. Payment for completed goods and services delivered and accepted by the STATE shall be at the price set forth in the Contract. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Agency procurement officer. If the parties fail to agree, the Agency procurement officer shall set an amount subject to the CONTRACTOR'S rights under chapter 3-126, HAR. The STATE may withhold from amounts due the CONTRACTOR such sums as the Agency procurement officer deems to be necessary to protect the STATE against loss because of outstanding liens or claims and to reimburse the STATE for the excess costs expected to be incurred by the STATE in procuring similar goods and services.
- d. Excuse for nonperformance or delayed performance. The CONTRACTOR shall not be in default by reason of any failure in performance of this Contract in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency procurement officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods and services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Contract. Upon request of the CONTRACTOR, the Agency procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR'S progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the STATE under this Contract. As used in this paragraph, the term "subcontractor" means subcontractor at any tier.
- e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR'S right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 13d, "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 14.
- f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

14. Termination for Convenience.

- a. Termination. The Agency procurement officer may, when the interests of the STATE so require, terminate this Contract in whole or in part, for the convenience of the STATE. The Agency procurement officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.
- b. CONTRACTOR'S obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR will stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance subject to the STATE'S approval. The Agency procurement officer may direct the CONTRACTOR to assign the CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to the STATE. The CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.

- c. Right to goods and work product. The Agency procurement officer may require the CONTRACTOR to transfer title and deliver to the STATE in the manner and to the extent directed by the Agency procurement officer:

- (1) Any completed goods or work product; and
- (2) The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Contract.

The CONTRACTOR shall, upon direction of the Agency procurement officer, protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest. If the Agency procurement officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that the STATE has breached the Contract by exercise of the termination for convenience provision.

- d. Compensation.

- (1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the cost or pricing data, submitted to the extent required by chapter 3-122, HAR, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Agency procurement officer may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph 14d(3) below.
- (2) The Agency procurement officer and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by the STATE, the proceeds of any sales of goods and manufacturing materials under subparagraph 14c, and the Contract price of the performance not terminated.
- (3) Absent complete agreement under subparagraph 14d(2) the Agency procurement officer shall pay the CONTRACTOR the following amounts, provided payments agreed to under subparagraph 14d(2) shall not duplicate payments under this subparagraph for the following:
 - (A) Contract prices for goods or services accepted under the Contract;
 - (B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
 - (C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subparagraph 14b. These costs must not include costs paid in accordance with subparagraph 14d(3)(B);
 - (D) The reasonable settlement costs of the CONTRACTOR, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the

total Contract price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph 14d(2), and the contract price of performance not terminated.

- (4) Costs claimed, agreed to, or established under subparagraphs 14d(2) and 14d(3) shall be in accordance with Chapter 3-123 (Cost Principles) of the Procurement Rules.

15. Claims Based on the Agency Procurement Officer's Actions or Omissions.

- a. Changes in scope. If any action or omission on the part of the Agency procurement officer (which term includes the designee of such officer for purposes of this paragraph 15) requiring performance changes within the scope of the Contract constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Contract in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:
- (1) Written notice required. The CONTRACTOR shall give written notice to the Agency procurement officer:
- (A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;
- (B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or
- (C) Within such further time as may be allowed by the Agency procurement officer in writing.
- (2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Agency procurement officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency procurement officer;
- (3) Basis must be explained. The notice required by subparagraph 15a(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and
- (4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the Agency procurement officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the STATE, justifying the claimed additional costs or an extension of time in connection with such changes.
- b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or laws precluding any state officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Contract.
- c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

16. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Contract shall be subject to chapter 3-123 (Cost Principles), HAR, and the following guidelines:

- a. Reimbursement for air transportation shall be for actual cost or coach class air fare, whichever is less.
- b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.
- c. Unless prior written approval of the HOPA is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for inter-island or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.

17. Payment Procedures; Final Payment; Tax Clearance.

- a. Original invoices required. All payments under this Contract shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Contract have been performed by the CONTRACTOR according to the Contract.
- b. Subject to available funds. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Further, all payments shall be made in accordance with and subject to chapter 40, HRS.
- c. Prompt payment.
 - (1) Any money, other than retainage, paid to the CONTRACTOR shall be disbursed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and
 - (2) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.
- d. Final payment. Final payment under this Contract shall be subject to sections 103-53 and 103D-328, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid. Further, in accordance with section 3-122-112, HAR, CONTRACTOR shall provide a certificate affirming that the CONTRACTOR has remained in compliance with all applicable laws as required by this section.

18. Federal Funds. If this Contract is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Contract to be payable from federal funds, the CONTRACTOR shall be paid only from such funds received from the federal government, and shall not be paid from any other funds. Failure of the STATE to receive anticipated federal funds shall not be considered a breach by the STATE or an excuse for nonperformance by the CONTRACTOR.

19. Modifications of Contract.

- a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the CONTRACTOR and the STATE, provided that change orders shall be made in accordance with paragraph 20 herein.
- b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract shall be permitted.

- c. Agency procurement officer. By written order, at any time, and without notice to any surety, the Agency procurement officer may unilaterally order of the CONTRACTOR:
 - (A) Changes in the work within the scope of the Contract; and
 - (B) Changes in the time of performance of the Contract that do not alter the scope of the Contract work.
 - d. Adjustments of price or time for performance. If any modification increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, an adjustment shall be made and this Contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Contract or as negotiated.
 - e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written modification of the Contract is not made prior to final payment under this Contract.
 - f. Claims not barred. In the absence of a written contract modification, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Contract or for a breach of contract.
 - g. CPO approval. If this is a professional services contract awarded pursuant to section 103D-303 or 103D-304, HRS, any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract which increases the amount payable to the CONTRACTOR by at least \$25,000.00 or ten per cent (10%) of the initial contract price, whichever increase is higher, must receive the prior approval of the CPO.
 - h. Tax clearance. The STATE may, at its discretion, require the CONTRACTOR to submit to the STATE, prior to the STATE'S approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid.
 - i. Sole source contracts. Amendments to sole source contracts that would change the original scope of the Contract may only be made with the approval of the CPO. Annual renewal of a sole source contract for services should not be submitted as an amendment.
20. Change Order. The Agency procurement officer may, by a written order signed only by the STATE, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:
- (1) Drawings, designs, or specifications, if the goods or services to be furnished are to be specially provided to the STATE in accordance therewith;
 - (2) Method of delivery; or
 - (3) Place of delivery.
- a. Adjustments of price or time for performance. If any change order increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, an adjustment shall be made and the Contract modified in writing accordingly. Any adjustment in the Contract price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Contract. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Contract as changed, provided that the Agency procurement officer promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By

proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or any extension of time for completion.

- b. Time period for claim. Within ten (10) days after receipt of a written change order under subparagraph 20a, unless the period is extended by the Agency procurement officer in writing, the CONTRACTOR shall respond with a claim for an adjustment. The requirement for a timely written response by CONTRACTOR cannot be waived and shall be a condition precedent to the assertion of a claim.
- c. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if a written response is not given prior to final payment under this Contract.
- d. Other claims not barred. In the absence of a change order, nothing in this paragraph 20 shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under the Contract or for breach of contract.

21. Price Adjustment.

- a. Price adjustment. Any adjustment in the contract price pursuant to a provision in this Contract shall be made in one or more of the following ways:
 - (1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (2) By unit prices specified in the Contract or subsequently agreed upon;
 - (3) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;
 - (4) In such other manner as the parties may mutually agree; or
 - (5) In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126, HAR.
- b. Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of chapter 3-122, HAR.

22. Variation in Quantity for Definite Quantity Contracts. Upon the agreement of the STATE and the CONTRACTOR, the quantity of goods or services, or both, if a definite quantity is specified in this Contract, may be increased by a maximum of ten per cent (10%); provided the unit prices will remain the same except for any price adjustments otherwise applicable; and the Agency procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

23. Changes in Cost-Reimbursement Contract. If this Contract is a cost-reimbursement contract, the following provisions shall apply:

- a. The Agency procurement officer may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of the Contract in any one or more of the following:
 - (1) Description of performance (Attachment 1);
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.);
 - (3) Place of performance of services;

- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the STATE in accordance with the drawings, designs, or specifications;
 - (5) Method of shipment or packing of supplies; or
 - (6) Place of delivery.
 - b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance of, any part of the performance under this Contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this Contract, the Agency procurement officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Contract accordingly.
 - c. The CONTRACTOR must assert the CONTRACTOR'S rights to an adjustment under this provision within thirty (30) days from the day of receipt of the written order. However, if the Agency procurement officer decides that the facts justify it, the Agency procurement officer may receive and act upon a proposal submitted before final payment under the Contract.
 - d. Failure to agree to any adjustment shall be a dispute under paragraph 11 of this Contract. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Contract as changed.
 - e. Notwithstanding the terms and conditions of subparagraphs 23a and 23b, the estimated cost of this Contract and, if this Contract is incrementally funded, the funds allotted for the performance of this Contract, shall not be increased or considered to be increased except by specific written modification of the Contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract.
24. Confidentiality of Material.
- a. 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.
 - b. All information, data, or other material provided by the CONTRACTOR to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.
25. Publicity. The CONTRACTOR shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, including the HOPA, the CPO, the Agency procurement officer, or to the services or goods, or both, provided under this Contract, in any of the CONTRACTOR'S brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts with the CONTRACTOR about the subject matter of this Contract shall be referred to the Agency procurement officer.
26. Ownership Rights and Copyright. The STATE shall have complete ownership of all material, 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 expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract.
27. Liens and Warranties. Goods provided under this Contract shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Contract documents, whichever are greater.

28. Audit of Books and Records of the CONTRACTOR. The STATE may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor, or prospective subcontractor which are related to:
- a. The cost or pricing data, and
 - b. A state contract, including subcontracts, other than a firm fixed-price contract.
29. Cost or Pricing Data. Cost or pricing data must be submitted to the Agency procurement officer and timely certified as accurate for contracts over \$100,000 unless the contract is for a multiple-term or as otherwise specified by the Agency procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for contracts awarded pursuant to competitive sealed bid procedures.
- If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the STATE is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.
30. Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the STATE may require an audit of cost or pricing data.
31. Records Retention.
- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
 - (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.
32. Antitrust Claims. The STATE and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.
33. Patented Articles. The CONTRACTOR shall defend, indemnify, and hold harmless the STATE, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this Contract. The CONTRACTOR shall be solely responsible for correcting or curing to the satisfaction of the STATE any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the STATE a substitute article, process, or appliance acceptable to the STATE, (b) paying royalties or other required payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.

34. Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.
35. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR'S performance of this Contract.
36. Conflict Between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the procurement rules, the procurement rules in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
37. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the CONTRACTOR relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the CONTRACTOR other than as set forth or as referred to herein.
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.
39. Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE'S right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the procurement rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE'S rights or the CONTRACTOR'S obligations under the procurement rules or statutes.
40. Pollution Control. If during the performance of this Contract, the CONTRACTOR encounters a "release" or a "threatened release" of a reportable quantity of a "hazardous substance," "pollutant," or "contaminant" as those terms are defined in section 128D-1, HRS, the CONTRACTOR shall immediately notify the STATE and all other appropriate state, county, or federal agencies as required by law. The Contractor shall take all necessary actions, including stopping work, to avoid causing, contributing to, or making worse a release of a hazardous substance, pollutant, or contaminant, and shall promptly obey any orders the Environmental Protection Agency or the state Department of Health issues in response to the release. In the event there is an ensuing cease-work period, and the STATE determines that this Contract requires an adjustment of the time for performance, the Contract shall be modified in writing accordingly.
41. Campaign Contributions. The CONTRACTOR is hereby notified of the applicability of 11-205.5, HRS, which states that campaign contributions are prohibited from specified state or county government contractors during the terms of their contracts if the contractors are paid with funds appropriated by a legislative body.
42. Confidentiality of Personal Information.
- a. Definitions.
- "Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:
- (1) Social security number;
 - (2) Driver's license number or Hawaii identification card number; or

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

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

"Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

b. Confidentiality of Material.

- (1) All material given to or made available to the CONTRACTOR by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the CONTRACTOR and shall not be disclosed without the prior written approval of the STATE.
- (2) CONTRACTOR agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.
- (3) CONTRACTOR agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.
- (4) CONTRACTOR shall report to the STATE in a prompt and complete manner any security breaches involving personal information.
- (5) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR because of a use or disclosure of personal information by CONTRACTOR in violation of the requirements of this paragraph.
- (6) CONTRACTOR shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by CONTRACTOR on behalf of the STATE.

c. Security Awareness Training and Confidentiality Agreements.

- (1) CONTRACTOR certifies that all of its employees who will have access to the personal information have completed training on security awareness topics relating to protecting personal information.
- (2) CONTRACTOR certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:
 - (A) The personal information collected, used, or maintained by the CONTRACTOR will be treated as confidential;
 - (B) Access to the personal information will be allowed only as necessary to perform the Contract; and
 - (C) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

d. Termination for Cause. In addition to any other remedies provided for by this Contract, if the STATE learns of a material breach by CONTRACTOR of this paragraph by CONTRACTOR, the STATE may at its sole discretion:

- (1) Provide an opportunity for the CONTRACTOR to cure the breach or end the violation; or
- (2) Immediately terminate this Contract.

In either instance, the CONTRACTOR and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

e. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three
(3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

ATTACHMENT 8:

APPENDIX

ATTACHMENT 9: APPENDIX

Supplemental information and related documents* can be found at the website addresses listed below:

Federal Report Requirements:

1) Full PIRL Schema, Combined PIRL Schema and State Integrated Record Schema (SIRS)

File for Wagner-Peyser, JVSG, TAA, WIOA (Adult, DW, Youth), NDWG:

- URL:
<https://doleta.gov/performance/reporting>
https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=8653
https://doleta.gov/performance/guidance/tools_commonmeasures.cfm
<https://www.doleta.gov/performance/reporting/#current-reporting-req>
<https://www.doleta.gov/tradeact/taa-data/participant-reporting/>
<https://www.doleta.gov/tradeact/taa-data/participant-reporting/performance.cfm>
- TEGL 14-18, March 25, 2019
https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7611
TEGL 5-18, November 7, 2018
https://wdr.doleta.gov/directives/attach/TEGL/TEGL_5-18.pdf
TEGL 2-18, July 20, 2018
https://wdr.doleta.gov/directives/attach/TEN/TEN_2-18.pdf
TEGL 10-16, change 1, August 23, 2017
https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=3255
TEGL 8-16, August 23, 2016
https://wdr.doleta.gov/directives/attach/TEN/TEN_08-16.pdf
TEGL 2-15, July 1, 2015
https://wdr.doleta.gov/directives/attach/TEGL/TEGL_02-15.pdf
- WIOA section 170(b) and described in 20 CFR § 687.180(a) (for Employment Recovery DWGs) or 20 CFR § 687.180(b) (for Disaster Recovery DWGs)

2) WIOA Performance Report – 9169:

- URL:
<https://www.doleta.gov/performance/reporting/>
- TEGL 05-18, November 7, 2018
https://wdr.doleta.gov/directives/attach/TEGL/TEGL_5-18.pdf
TEGL 03-17, September 12, 2017
https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=9924

3. WIOA Performance Report – 9173:
 - URL:
https://www.doleta.gov/performance/reporting/https://doleta.gov/performance/pfdocs/ETA_9173_Program_Performance_Report.pdf
4. WIOA Performance Report – 9171:
 - URL:
https://doleta.gov/performance/reportinghttps://www.doleta.gov/performance/pfdocs/ETA%209171%20-%20ETP%20Definitions%20-%206.23.2016%20-%20FINAL.pdfhttps://doleta.gov/performance/pfdocs/ETA_9171_12.4.17.pdf
 - TEGL 03-18, August 31, 2018
https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=3527
5. ETA 9002 A to E and VETS 200 A to C:
 - URL:
<https://www.doleta.gov/reports/pwsd/wp/Misc/ETA%20406%20Handbook/ETA%20406%20HandBook%202005-2009.pdf>
6. TAPR File:
 - URL:
<https://www.doleta.gov/performance/guidance/docs/Attachment-A-TAPR-General-Instructions-1205-0392.pdf>
 - TEGL 06-09, September 15, 2009
https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2804
7. ETA Form 5148 Migrant and Seasonal Farmworkers Equity Ratio Indicators, and Migrant Seasonal Farmworkers Minimum Service Level Indicators::
 - URL:
https://doleta.gov/programs/pdf/eta_form_5148.pdfhttps://www.doleta.gov/programs/pdf/7-30_Final_LEARSPDFDoc.pdf
 - TEGL 14-18, March 25, 2019
https://wdr.doleta.gov/directives/attach/TEGL/TEGL_14-18_Acc.pdf
TEGL 10-16, change 1, August 23, 2017
https://wdr.doleta.gov/directives/attach/TEGL/TEGL_10-16-Change1.pdf
TEGL 20-16, March 1, 2017
https://wdr.doleta.gov/directives/attach/TEGL/TEGL_20-16.pdf
8. Data Validation Files:
 - TEGL 07-18, December 19, 2018
https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=4255

Other websites and references that provide supplemental information:

9) American with Disabilities Act (ADA):

- URL:
<http://www.ada.gov/>
<https://www.dol.gov/general/topic/disability/ada>

10) Analyst Resource Center:

- URL:
<http://www.widcenter.org/>

11) Common Measures/Common Exit:

- URL:
https://www.doleta.gov/performance/guidance/tools_commonmeasures.cfm#WIOA PIP
<https://www.doleta.gov/performance/guidance/ga.cfm>
- TEGL 14-18, March 25, 2019
https://wdr.doleta.gov/directives/attach/TEGL/TEGL_14-18_Acc.pdf
TEGL 10-16, change 1, August 23, 2017
https://wdr.doleta.gov/directives/attach/TEGL/TEGL_10-16-Change1.pdf

12) Green Jobs Hawaii:

- URL:
<http://www.greenjobshawaii.org>

13) HIWI – Hawaii Workforce InfoNet:

- URL:
<https://www.hiwi.org/vosnet/Default.aspx>

14) JVSG:

- URL:
<https://www.dol.gov/vets/grants/state/jvsg.htm>
[https://www.workforcegps.org/events/2016/07/19/10/24/Jobs for Veterans State Grant -JVSG- Program Refocusing-Front-line American Job Center Staff](https://www.workforcegps.org/events/2016/07/19/10/24/Jobs_for_Veterans_State_Grant_JVSG-Program_Refocusing-Front-line_American_Job_Center_Staff)
<https://www.dol.gov/vets/vpls/vpldirectory.html>
- TEGL 14-18, March 25, 2019
https://wdr.doleta.gov/directives/attach/TEGL/TEGL_14-18.pdf
TEGL 19-13, April 10, 2014
https://wdr.doleta.gov/directives/attach/TEGL/TEGL_19_13.pdf

13) Labor Market Information:

- URL:
<https://www.bls.gov/emp/>
[https://lmi.workforcegps.org/resources/2015/04/03/15/48/Guide to State and Local Workforce Data](https://lmi.workforcegps.org/resources/2015/04/03/15/48/Guide_to_State_and_Local_Workforce_Data)
<https://www.census.gov/>

15) O*NET – The Occupational Information Network:

- URL:
<http://www.onetonline.org>

15) Section 508 compliance:

- URL:
<http://www.section508.gov/>

16) TAA:

- URL:
<https://www.doleta.gov/tradeact/>
<https://www.doleta.gov/tradeact/taa-data/participant-reporting/>
<https://www.workforcegps.org/events/2017/09/27/12/03/Trade-Adjustment-Assistance-PIRL-Reporting>
- TEGL 14-18, March 25, 2019
https://wdr.doleta.gov/directives/attach/TEGL/TEGL_14-18_Acc.pdf
TEGL 19-16, March 1, 2017
https://wdr.doleta.gov/directives/attach/TEGL/TEGL_19-16_acc.pdf
TEGL 10-16, change 1, August 23, 2017
https://wdr.doleta.gov/directives/attach/TEGL/TEGL_10-16-Change1.pdf
TEGL 8-16, August 24, 2016
https://wdr.doleta.gov/directives/attach/TEN/TEN_08-16.pdf

17) Wagner-Peyser:

- Code of Federal Regulations:
20 CFR 651, 652, 653
URL: <https://www.govinfo.gov/content/pkg/CFR-2018-title20-vol3/xml/CFR-2018-title20-vol3-part652.xml>
- Wagner-Peyser Act of 1933, as amended by the Workforce Investment Act of 1998 and the Workforce Innovation and Opportunity Act of 2014:
URL: <https://www.doleta.gov/programs/wagner-peyser-statute.cfm>
- TEGL 14-18, March 25, 2019
https://wdr.doleta.gov/directives/attach/TEGL/TEGL_14-18_Acc.pdf
TEGL 10-16, change 1, August 23, 2017
https://wdr.doleta.gov/directives/attach/TEGL/TEGL_10-16-Change1.pdf
TEGL 19-16, March 1, 2017
https://wdr.doleta.gov/directives/attach/TEGL/TEGL_19-16.pdf

18) Workforce Innovation and Opportunity Act:

- Workforce Innovation and Opportunity Act, Public Law 113-128, June 22, 2014
URL: <https://www.govinfo.gov/content/pkg/PLAW-113publ128/pdf/PLAW-113publ128.pdf>
<https://www.doleta.gov/wioa/>

https://wdr.doleta.gov/directives/All_WIOA_Related_Advisories.cfm

- TEGL 14-18, March 25, 2019
https://wdr.doleta.gov/directives/attach/TEGL/TEGL_14-18_Acc.pdf
TEGL 10-16, change 1, August 23, 2017
https://wdr.doleta.gov/directives/attach/TEGL/TEGL_10-16-Change1.pdf
TEGL 19-16, March 1, 2017
https://wdr.doleta.gov/directives/attach/TEGL/TEGL_19-16.pdf

***NOTE: Should you require a hard copy of any of these documents, please submit a written request to the Officer-in-Charge. Printing and mailing/delivery costs may be assessed by the requestor. Account numbers may be submitted to pay for mailing delivery/costs.**