



Department of Public Safety

RELEASE DATE: February 7, 2020

REQUEST FOR INFORMATION RFI No. PSD 20-RCO-21

FOR **VALIDATION OF INMATE CLASSIFICATION SYSTEM** STATE OF HAWAII DEPARTMENT OF PUBLIC SAFETY

INFORMATION WILL BE RECEIVED UP TO 2:00 P.M. (HST)

ON

FEBRUARY 28, 2020

AT THE DEPARTMENT OF PUBLIC SAFETY, ADMINISTRATIVE SERVICES OFFICE,
PURCHASING AND CONTRACTS, 919 ALA MOANA BOULEVARD, ROOM 413, HONOLULU,
HAWAII 96814. DIRECT WRITTEN QUESTIONS RELATING TO THIS SOLICITATION TO
MARC YAMAMOTO AT FACSIMILE (808) 587-1244 OR E-MAIL:

marc.s.yamamoto@hawaii.gov.

Nolan Espinda, Director

RFI No.: PSD 20-RCO-21

Name of Company

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<ul style="list-style-type: none">• Attachment 1: OFFER FORM, OF-1• Attachment 2: OFFER FORM, OF-2• Attachment 3:<ul style="list-style-type: none">(a) Jail Initial Custody Instrument <i>*Confidential</i>(b) Jail Inmate Custody Review Instrument <i>*Confidential</i>(c) Prison Initial Classification Instrument <i>*Confidential</i>(d) Prison Reclassification Instrument <i>*Confidential</i>• Exhibit A: GENERAL PROVISIONS• Exhibit B: CONTRACT FORM AND AG GENERAL CONDITIONS• Exhibit C: OVERVIEW OF THE RFP PROCESS	

SECTION ONE
INTRODUCTION, TERMS AND ACRONYMS, KEY DATES

1.1 INTRODUCTION

PSD's Reentry Coordination Office (RCO) is responsible for developing, implementing, and maintaining PSD's reentry programs for all inmates entering and exiting the jails and prisons it oversees. The goal of the RCO is to assist inmates with appropriate programming in order to prepare them with their successful transitioning back into society from incarceration.

The Inmate Classification (IC) Section falls under PSD's RCO. The IC Section is responsible for managing and monitoring PSD's inmate classification system that ensures uniformity in its application while attempting to standardize its integration into the operations of the jails and prisons it oversees.

The PSD's RCO IC Section seeks to validate its inmate classification system in order to maintain PSD's commitment to effectively address the changing population dynamic, identify issues and create solutions to address any roadblocks to an inmate. PSD's RCO IC Section is requesting information for a qualified OFFEROR to validate its inmate classification system.

Interested prospective Offerors are requested to submit information regarding their qualifications in validating inmate classification systems and reporting findings and recommendations and follow-up analysis. Prospective Offerors are reminded that this is an informational request and that pricing information at this time is not required. Prospective Offerors are requested to comment on the Department's proposed budget for this project, currently at \$30,000.00 per year for the validation study, monitoring and revalidation during the initial contract period and subsequent contract extensions.

Please note that participation in this RFI process is optional, and is not required in order to respond to any subsequent procurement by the Department. Neither the Department nor the interested party has any obligation under this RFI.

The Department reserves the right to adopt or not adopt any recommendations presented in the response to this RFI.

1.2 TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION

Procurement Officer	=	Director of the State of Hawaii, Department of Public Safety, 919 Ala Moana Blvd., Room 400, Honolulu, Hawaii 96814
PSD	=	Department of Public Safety
ASO/PC	=	Administrative Services Office, Purchasing and Contracts Unit, 919 Ala Moana Blvd., Room 413, Honolulu, Hawaii 96814
BAFO	=	Best and Final Offer

Offeror	= Any individual, partnership, firm, corporation, joint venture, or representative or agent, submitting an offer in response to this solicitation
GC	= General Conditions, issued by the Department of the Attorney General
GET	= General Excise Tax
HAR	= Hawaii Administrative Rules
HRS	= Hawaii Revised Statutes
IC	= Inmate Classification
RCO	= Reentry Coordination Office
RFI	= Request for Information
RFP	= Request for Proposals.

1.3 RFI SCHEDULE AND SIGNIFICANT DATES

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

Release of Request for Proposals	February 7, 2020
Orientation Meeting	February 14, 2020
Due date to Submit Questions	February 19, 2020
State's Response to Questions*	February 21, 2020
Proposals Due date/time	February 28 2020

1.4 ORIENTATION MEETING

The purpose of the orientation meeting is to provide Offerors an opportunity to be briefed on this procurement and to ask any questions about this procurement. This meeting not mandatory; however, Offerors are encouraged to attend to gain a better understanding of the requirements of this RFI.

Offerors are advised that anything discussed at the orientation meeting does not change any part of this RFI. All changes and/or clarifications to this RFI shall be done in the form of an addendum.

The non-mandatory orientation meeting will be held on February 14, 2020 as follows:

Department of Public Safety
919 Ala Moana Boulevard, Room 413
Honolulu, Hawaii 96814

from 10:00 a.m., HST, to 11:00 a.m., HST, or its adjournment.

Interested vendors not able to attend the orientation meeting may call in via telephone conference at:

Conference Dial-in Number: (515) 604-9094

Participant Access Code: 271 724 223#

1.6 QUESTIONS AND ANSWERS PRIOR TO SUBMITTAL OF INFORMATION

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

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

SECTION TWO

BACKGROUND AND SCOPE OF WORK

2.1 PROJECT OVERVIEW AND HISTORY

The State of Hawaii's Department of Public Safety (PSD) oversees four (4) jails: Hawaii Community Correctional Center, Kauai Community Correctional Center, Maui Community Correctional Center, and Oahu Community Correctional Center. The jails generally house male and female inmates who are either pretrial, sentenced short-term misdemeanants, sentenced felons convicted to serve short sentences before being placed on Probation, or sentenced felons who are near the completion of their sentencing and in the process of transitioning back into society (e.g. extended furlough, furlough). PSD oversees the following four (4) prisons: Halawa Correctional Facility, Waiawa Correctional Facility, Kulani Correctional Facility, and the Women's Community Correctional Center. The prisons house the sentenced male and female inmates. PSD also houses sentenced male inmates at the (contracted) Saguaro Correctional Center in Eloy, Arizona and sometimes houses male and female inmates at the Federal Detention Center, etc. As of December 31, 2019, there were approximately 4,967 inmates in the custody of PSD that are either housed in its jails and/or prisons that PSD oversees, including (contracted) Saguaro Correctional Center, Federal Detention Center, etc.

PSD's Reentry Coordination Office (RCO) is responsible for developing, implementing, and maintaining PSD's reentry programs for all inmates entering and exiting the jails and/or prisons that PSD oversees, including (contracted) Saguaro Correctional Facility, etc. The goal of the RCO is to assist inmates with appropriate programming to prepare them for a successful transition back into society from incarceration.

The Inmate Classification Office (ICO) falls under PSD's RCO. The ICO is responsible for managing and monitoring PSD's inmate classification system that ensures uniformity in its application while attempting to standardize its integration into the operations of the jails/prisons which house the inmates in the custody of PSD.

Initially in 2010, PSD's RCO ICO substantially changed the inmate classification system, including modifying the four (4) inmate classification instruments. However, due to budget constraints, the system and its instruments were never validated. In 2018, PSD's RCO ICO made small but significant changes to the inmate classification system, changing key line item point assignments, and custody scale ranges, to name a few, to address changing dynamics in the population and to ensure that inmates continued to be classified in the least restrictive custody designation.

According to the National Institute of Corrections,

"...The development of fair, objective, and manageable offender classification systems has been a significant concern of correctional administrators for some time. Institutional populations are growing and prison overcrowding is a fact of life in virtually every correction system in the nation. Under these conditions, a sound classification system is an invaluable management tool. Building and facility expansion programs are critically affected by classification decisions, as is resource allocation for programming. Additionally, parity issues and the possibility of litigation are major concerns..."

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*...A risk assessment instrument claims to measure some kind of risk. A validation study determines the extent to which the instrument does measure that risk. Traditionally, a classification system's ability to accurately predict an inmate's behavior with respect to institutional misconduct (e.g., assaults, drug trafficking, etc.) and escape has been the major evaluation criterion of such a system...Currently, the most common goal of objective risk classification instruments is to find a responsible way to place inmates in lower custody levels. Administrators, legislators and courts look for some support in determining whether and how they can take unaccustomed risks. Therefore, an instrument that authoritatively identifies low-risk inmates is extremely valuable to administrators..."*¹

The PSD's RCO ICO seeks to validate its inmate classification system, including its four (4) inmate classification instrument to maintain PSD's commitment to effectively address changes in the population's dynamic and to ensure that each inmate is classified at the least restrictive custody level. PSD's RCO ICO is requesting proposals for a qualified OFFEROR to validate its inmate classification system that includes its four (4) inmate classification instruments.

2.2 SCOPE OF WORK/SERVICES, in detail (including Offeror's qualifications)

OFFEROR shall submit a complete and clear 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.

OFFEROR shall submit a proposal that includes an overall strategy, timeline/milestones and plan for the work proposed as well as expected results and possible shortfalls.

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 the Scope of Services.

All services and for who services are to be provided for shall be in accordance with this RFP, including its attachments and any addenda.

A. SCOPE OF WORK/SERVICES

1. OFFEROR shall clearly describe its ability and methodology to successfully complete a validation study on PSD's inmate classification system.
2. OFFEROR shall clearly describe its ability and methodology to successfully complete a validation study on the following inmate classification instruments that PSD currently utilizes:
 - (a) Jail Initial Custody Instrument *Confidential
 - (b) Jail Inmate Custody Review Instrument *Confidential
 - (c) Prison Initial Classification Instrument *Confidential
 - (d) Prison Reclassification Instrument *Confidential

¹ U.S. Department of Justice, National Institute of Corrections: Handbook for Evaluating Objective Prison Classification Systems. June 1002. Huggins, M. Wayne Hunter, Susan M. & Thompson, Anna Z. page 5, 8, 11. <https://www.ncjrs.gov/pdffiles1/Digitization/139891NCJRS.pdf>

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3. OFFEROR shall clearly describe its ability and methodology to examine various populations and sample sizes such as the following: Separate samples stratified by PSD's jail and prison populations, gender, race/ethnicity, felony or misdemeanor, and initial vs. reclassification custody assessments in order to address the question of whether the initial vs. reclassification instruments are providing an accurate assessment of the inmates' risk for disruptive and violent behavior within the correctional facilities.

PSD's RCO ICO will determine with the OFFEROR on what populations, samples, etc. will be validated.

4. OFFEROR shall clearly describe its ability to assess how the inmate classification system is affecting PSD's inmate housing (e.g. overcrowding, furlough, etc.).
5. OFFEROR shall clearly describe its ability to discuss possible ways to responsibly place inmates in lower custody levels (e.g. furlough) with PSD's inmate classification instruments without compromise to security, etc.
6. OFFEROR shall clearly describe its ability to assess the appropriateness of misconducts/disciplinary adjustments, exception cases, etc.

OFFEROR shall clearly describe its ability to assess if inmates are overclassified, etc.

7. OFFEROR shall accurately and clearly report their findings. This means that any known shortcomings in the evaluation design and data must be made known in reports. It is equally important to report both negative and positive findings.

OFFEROR shall provide any recommendation that is appropriate.

8. OFFEROR shall clearly describe its ability to provide ongoing auditing, monitoring, revalidation, etc. of PSD's inmate classification system throughout the contract's term.
9. OFFEROR shall clearly propose and describe its milestones/timelines to be completed for payment purposes.
10. OFFEROR shall openly and promptly communicate with Contract Monitor or designee.

B. Management Requirements (Minimum and/or mandatory requirements)

1. OFFEROR represents that neither the OFFEROR, nor any employee or agent of the OFFEROR 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 OFFEROR 's performance of this contract.
2. OFFEROR shall 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

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services being solicited by the State. Any such inquiries shall be made and replied to in writing; replies shall be submitted over the signatures of the person who signs the offer. Any OFFEROR who refuses to answer such inquiries will be considered nonresponsive

3. OFFEROR shall not engage in any discrimination that is prohibited by any applicable federal, state, or county law.
4. OFFEROR shall not subcontract or assign any work or services without the prior written approval of the State. No subcontract shall under any circumstances relieve the OFFEROR of his/her obligations and liability under this contract with the State. All persons engaged in performing the work covered by the contract shall be considered employees of the OFFEROR.
5. **Confidentiality of Material: All material given to or made available to the OFFEROR and all material the OFFEROR provides to PSD by virtue of this project, which is identified as proprietary or confidential information, shall be safeguarded by the OFFEROR and shall not be disclosed to any individual or organization without the prior written approval of the State.**

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

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

If a request is made to inspect the confidential material, the inspection shall be subject to written determination by the Department of the Attorney General in accordance with HRS chapter 92F. If it is determined that the material designated as confidential is subject to disclosure, the material shall be open to public inspection, unless the OFFEROR protests under HAR chapter 3-126. If the request to inspect the confidential material is denied, the decision may be appealed to the Office of Information Practices in accordance with HRS §92F15.5.

6. OFFEROR shall ensure quality assurance and ongoing evaluation of the stated goals, objectives and activities of the program.
7. Experience

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- a. OFFEROR shall provide a complete, related and current client listing.
- b. Indicate the number of years OFFEROR has been in business and the number of years OFFEROR has performed services specified by this RFP.
- c. Include a list of key personnel and associated resumes for those who will be dedicated to this project. OFFEROR shall include a list of at least three (3) references from the OFFEROR's client listing that may be contacted by the State as to the OFFEROR's past and current job performance. OFFEROR shall provide names, titles, organizations, telephone numbers, email and postal addresses.
- d. 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, state so.
- e. Provide sample projects and/or examples of written plans.

2.3 HAWAII DEPARTMENT OF PUBLIC SAFETY RESPONSIBILITIES

PSD shall share the following documents with the OFFEROR after the contract is awarded:

- (a) Jail Initial Custody Instrument **Confidential*
- (b) Jail Inmate Custody Review Instrument **Confidential*
- (c) Prison Initial Classification Instrument **Confidential*
- (d) Prison Reclassification Instrument **Confidential*

2.4 TERM OF CONTRACT

The contract shall be for a period of twenty-four (24) months commencing on August 1, 2020, up to and including July 31, 2022, subject to the availability of funds.

This contract may be extended for two (2) additional twelve-month periods of portion thereof, subject to the availability of funds, and upon prior written mutual agreement.

Unless terminated, the OFFEROR and the State may extend the term of the contract for two (2) additional twelve-month periods or portion thereof, subject to the availability of funds, without the necessity of re-soliciting, upon mutual agreement. The contract price or commission paid to the OFFEROR for the extended period shall remain the same or as described in the offer.

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

2.5 CONTRACT ADMINISTRATOR

For the purposes of this contract, Ms. Monica Lortz, Branch Manager for PSD's Reentry Coordination Office (RCO), is the authorized representative and the designated Contract Administrator. Ms. Lortz can be contacted at (808) 587-1285.

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SECTION THREE

PROPOSAL FORMAT AND CONTENT

3.1 OFFEROR’S AUTHORITY TO SUBMIT AN OFFER

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

3.2 REQUIRED REVIEW

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

3.3 PROPOSAL PREPARATION COSTS

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

3.4 TAX LIABILITY

- 3.4.1 Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Offeror is advised that they are liable for the Hawaii GET at the current 4.5% for sales made on Oahu, and at the 4% rate for the islands of Hawaii, Maui, Molokai, and Kauai. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.
- 3.4.2 Federal I.D. Number and Hawaii General Excise Tax License I.D. Offeror shall submit its current Federal I.D. No. and Hawaii General Excise Tax License I.D. number in the space provided on Offer Form, page OF-1, thereby attesting that the Offeror is doing business in the State and that Offeror will pay such taxes on all sales made to the State.

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3.5 PROPERTY OF STATE

All proposals become the property of the State of Hawaii.

3.6 CONFIDENTIAL INFORMATION

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

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

3.7 EXCEPTIONS

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

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

3.8 PROPOSAL OBJECTIVES

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

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

3.8.3 When an Offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Offeror has identified as necessary to successfully complete the obligations outlined in this RFP.

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

3.8.5 Offeror shall submit a proposal that includes an overall strategy, timeline and plan for the work proposed as well as expected results and possible shortfalls.

3.9 PROPOSAL FORMS

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

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

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

3.9.3 Offer Form, Page OF-2. Pricing shall be submitted on Offer Form OF-2 (SECTION 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.

3.10 PROPOSAL CONTENTS

Proposals must:

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

3.10.2 Include a signed Offer Form OF-1 with the complete name and address of Offeror's firm and the name, mailing address, telephone number, and fax number of the person the State should contact regarding the Offeror's proposal.

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

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

3.10.4 Provide all of the information requested in this RFP in the order specified.

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

- a. Transmittal Letter
See SECTION SEVEN, Attachment 1, Offer Form OF-1.
- b. Experience and Capabilities.

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- 1) A complete, relevant, and current and past client listing.
 - 2) The number of years Offeror has been in business and the number of years Offeror has performed services specified by this RFP.
 - 3) A list of key personnel and associated resumes for those who will be dedicated to this project, organizational charts, etc.
 - 4) A list of at least three (3) references from the Offeror's client listing that may be contacted by the State as to the Offeror's past and current job performance. Offeror shall provide names, titles, organizations, telephone numbers, email and postal addresses.
 - 5) A summary listing of judgments or pending lawsuits or actions against; adverse contract actions, including termination(s), suspension, imposition of penalties, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations against your firm. If none, so state.
 - 6) A list of sample projects and/or examples of written plans.
 - 7) Sample projects and/or examples of written plans, organizational charts, etc.
 - 8) Knowledge and proficiency with the validation inmate classification systems.
- c. Proposal including an overall strategy/methodology, timeline with milestones, and plans (e.g. expected results/outcomes, possible shortfalls, etc.).
- d. Cost of services
- 1) Payment for milestones/timeline are clear & reasonable.
 - 2) Payment for ongoing audit, monitoring, revalidation, etc. are clear & reasonable.

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

Total payment under this Agreement shall not exceed \$30,000. Incremental payments shall be made to the awarded Offeror based on the milestones/achievement completed and acceptance by the State as designated on the OFFEROR's proposal. **No "advance payment" is allowed.** PSD shall only pay for services rendered.

Pricing shall include labor, materials, supplies, all applicable taxes, except the GET, currently 4.5%, which may be added as a separate line item and shall not exceed the current rate, and any other costs incurred to provide the specified services.

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

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Invoices shall submit to PSD's Reentry Coordination Office. An original invoice and two (2) copies shall be submitted indicating the contract number, milestones completed, and payment due. The address is:

Department of Public Safety
Reentry Coordination Office, Attn: Monica Lortz
919 Ala Moana Blvd., #401
Honolulu, Hawaii 96814

The monthly invoice shall include the following where the Offeror's representative shall certify the request for payment and the Department's representative shall approve for payment:

I certify that all expenditures reported
or payments requested are to the best
of my knowledge in full compliance with
the terms and conditions of the contract:

Certified Correct and
Approved for Payment:

Agency Representative Date

Department Representative

Offeror shall be compensated in full for each service provided in accordance with the terms and conditions of the resultant Agreement.

3.11 RECEIPT AND REGISTER OF PROPOALS

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

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

3.12 BEST AND FINAL OFFER (BAFO)

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

3.13 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF OFFERS

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

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

3.14 MISTAKES IN PROPOSALS

3.14.1 Mistakes shall not be corrected after award of contract.

3.14.2 When the Procurement Officer knows or has reason to conclude before award

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

- 3.14.3 Once discussions are commenced or after best and final offers are requested, any priority-listed Offeror may freely correct any mistake by modifying or withdrawing the proposal until the time and date set for receipt of best and final offers.
- 3.14.4 If discussions are not held, or if the best and final offers upon which award will be made have been received, mistakes shall be corrected to the intended correct offer whenever the mistake and the intended correct offer are clearly evident on the face of the proposal, in which event the proposal may not be withdrawn.
- 3.14.5 If discussions are not held, or if the best and final offers upon which award will be made have been received, an Offeror alleging a material mistake of fact which makes a proposal non-responsive may be permitted to withdraw the proposal if: the mistake is clearly evident on the face of the proposal but the intended correct offer is not; or the Offeror submits evidence which clearly and convincingly demonstrates that a mistake was made.

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

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SECTION FOUR

EVALUATION CRITERIA

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

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

1. Previous experience, capability and proficiency in (30)
 - a. A complete client listing, current and past, and defined relevancy.
 - b. The number of years Offeror has been in business and the number of years Offeror has performed services specified by this RFP.
 - c. A list of key personnel and associated resumes for those who will be dedicated to this project, organizational charts, etc.
 - d. A list of at least three (3) references from the Offeror's client listing that may be contacted by the State as to the Offeror's past and current job performance. Offeror shall provide names, titles, organizations, and current telephone numbers, email and postal addresses.
 - e. 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.
 - f. A list of sample projects and/or examples of written plans.
 - g. Documented proof of knowledge and proficiency validating inmate classification systems.
2. Project Proposal (40)
 - a. Strategy, Methodology
 - b. Timeline with Milestones are detailed & clear.
 - c. Expected Results/Outcomes
 - d. Possible Shortfalls
3. Cost of services (30)
 - a. Payment for milestones/timeline are detailed, clear & reasonable.
 - b. Payment for ongoing audit, monitoring, revalidation, etc. are clear & reasonable. See SECTION SEVEN, Attachment 2, Offer Form OF-2.