



RELEASE DATE: May 17, 2024

**The State of Hawaii
Department of Health**

**Request for Proposals
Solicitation #RFP-24-001-ASO**

ADMINISTRATIVE CLAIMING

OFFERS ARE DUE AT 11 A.M., HAWAII STANDARD TIME (HST) ON

June 17, 2024

BY SUBMISSION TO THE ADMINISTRATIVE SERVICES OFFICE, 1250 PUNCHBOWL
STREET, ROOM 310, HONOLULU, HAWAII 96813

**DIRECT ALL QUESTIONS REGARDING THIS RFP, QUESTIONS OR ISSUES RELATING TO
THE ACCESSIBILITY OF THIS RFP (INCLUDING THE ATTACHMENTS AND EXHIBITS AND
ANY OTHER DOCUMENT RELATED TO THIS RFP) AND REQUESTS FOR ACCOMMODATIONS
FOR PERSONS WITH DISABILITIES IN CONNECTION WITH THIS RFP, TO:**

JANIS MORITA, TELEPHONE
(808) 586-4550 OR EMAIL ADDRESS Janis.Morita@doh.hawaii.gov.

Janis Morita
Procurement Officer

RFP-24-001-ASO

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- Exhibit 1 General Provisions for Goods and Services
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RFP Administrative Information

RFP Title:	Administrative Claiming
RFP Project Description: (See Section 8.1, Scope)	Contractor services needed is detailed in the Scope of Services
RFP Point of Contact: (See Section 1.6, General Information)	Buyer Name – Janis Morita Agency Name – Department of Health Agency Address – 1250 Punchbowl Street, Room 310, Honolulu, Hawaii 96813 Buyer email – janis.morita@doh.hawaii.gov Buyer Phone – (808) 586-4550
Submission of Proposals (See Section 4.4, Submission of Proposals)	One (1) electronic submission of proposal via USB. If mailed, to: Department of Health Administrative Services Office P.O. Box 3378 Honolulu, HI 96801
Deadline to Receive Questions: (See Sections 1.3, Schedule and Significant Dates and 2.5 Electronic Submission of Questions)	May 21, 2024, 11:00 AM Hawaii Standard Time (HST)
RFP Closing Date: (See Section 1.3 Schedule and Significant Dates)	All questions, including those about Terms and Conditions, must be submitted through email to: janis.morita@doh.hawaii.gov ; cc: christine.ramelb@doh.hawaii.gov , estelita.pumares@doh.hawaii.gov . Answers will be posted on Hawaii Awards & Notices Data System (HANDS) at https://hands.ehawaii.gov/ on May 23, 2024 at 4:00 PM HST
RFP Closing Time: (See Section 1.3 Schedule and Significant Dates)	June 17, 2024 at 11:00 A.M. Hawaii Standard Time (HST)
Initial Term of Contract and Renewals: (See Section 1.5 Period of Performance)	September 1, 2024 – August 31, 2025

Offer Checklist

Offeror must address ALL sections and attachments and provide the information and documentation as required in the table below.

No.	Description	Reference in RFP	Completed
1	Offer Checklist – submittal of checklist with all items checked “completed.”	Offer Checklist	<input type="checkbox"/>
2	Offer Form OF-1 thru 2 - Completed and signed NOTE: Use Offeror’s exact legal name as registered with the Department of Commerce and Consumer Affairs	Attachment A Offer Form OF-1; Section 8.9 Proposal Preparation	<input type="checkbox"/>
3	Table of Contents	Section 4.5 Required Format and Content	<input type="checkbox"/>
4	Executive Summary, not to exceed one (1) page(s)	Section 4.5 Required Format and Content	<input type="checkbox"/>
5	Management Approach, not to exceed three (3) pages	Section 6.1 Evaluation Criteria 1	<input type="checkbox"/>
6	Technical Approach, not to exceed ten (10) pages	Section 6.2 Evaluation Criteria 2	<input type="checkbox"/>
7	Past Performance	Section 6.3 Evaluation Criteria 3; Offer Form OF-2	<input type="checkbox"/>
8	Price	Section 6.4 Evaluation Criteria 4; Price Proposal Offer Form OF-2	<input type="checkbox"/>
9	Confidential, Protected or Proprietary Information Section	Section 4.5	<input type="checkbox"/>

Authorized Offeror Signature

REQUEST FOR PROPOSALS ADMINISTRATIVE CLAIMING

Solicitation # RFP-24-001-ASO

Section 1: General Information

1.1 Purpose

To assist and provide electronic systems in the administrative claiming for Title XIX, under the Social Security Act and ongoing development of the Cost Allocation (CAP) narrative that includes all divisions and staffing offices at the Department of Health (DOH) and the development of tools to utilize the administrative claiming data collection process for the preparation of the indirect cost proposal for federal grant funding for the DOH..

1.2 Background

The State of Hawaii Department of Health (DOH) works to protect and improve the health and environment for all people in Hawaii based on the philosophy that optimal State of physical, mental, social and environmental well-being is a right and responsibility of all of Hawaii's people. DOH operates with the following key goals:

- Promote health and well-being
- Prevent disease and injury
- Promote healthy lifestyles and workplaces
- Promote the strength and integrity of families and communities
- Prevent pollution and promote and preserve a clean, healthy and natural environment
- Promote resource conservation (recycling)
- Protect and enhance air and water quality
- To assure basic physical and mental health care (the five A's)
 - Affordable
 - Appropriate
 - Assured quality
 - Available
 - Accessible

DOH programs and services are organized under three main administration areas: the Environmental Health Administration, the Health Resources Administration, and the Behavioral Health Administration. DOH also operates programs and services across the various islands through District Health Offices. There are several references to counties in the plan, but they are geographic only. All of the staff costs allocated in this plan are state staff. Hawaii is state administered. Indirect costs are assigned to grants using approved indirect cost rates (ICRs). The cost allocation plan is designed to identify but exclude costs included in the rate calculation.

DOH has a partnership with the Department of Human Services – Med–QUEST (MQD) Division, which is the State Medicaid agency. DOH provides various services that are billed to Medicaid and performs administrative activities on behalf of MQD, notably on the administration of the Medicaid I/DD waiver and via the Random Moment Sampling (RMS) process used by DOH to identify Medicaid allowable care and coordination activities.

The Developmental Disabilities Division (DDD), under the Behavioral Health Administration, is responsible for administering Hawaii's 1915(c) I/DD Waiver approved by the Centers for Medicare & Medicaid Services (CMS). The most recent amendment was approved effective June 1, 2017 and replaced the waiver approval document that was effective 7/1/16. The amendment adds two new services, Community Learning Services (CLS) and Additional Residential Supports. It also revises the rate methodology based on the completion of a rate study; adds budget authority to participant direction; increases limits for Environmental Accessibility Adaptations and Vehicular Modification due to increased market costs; and makes other programmatic changes. DDD has a Memorandum of Agreement (MOA) with the DHS and is designated as the DD Agency in Hawaii.

Staff within DOH working directly with clients of the Department of Health perform various administrative functions in support of the Medicaid program. These staff participate in the DOH Random Moment Time Study (RMS) to measure the level of effort spent on various activities performed by staff. The costs associated with these staff are organized within specific cost pools in Section E of the DOH CAP narrative. Organizational Units with Cost Pools and Cost Allocation Methods are allocated by the quarterly RMS results.

1.3 Schedule and Significant Dates

The table below contains the State's current estimate of the schedule and significant dates. All times are Hawaii Standard Time (HST). If a component of this schedule, such as "Proposals Due Date and Time" is delayed, the rest of the schedule may likely be shifted by the same number of days. Any change to the RFP Schedule and Significant Dates prior to the proposal due date shall be issued by addendum.

Event	Date
Solicitation Release:	May 17, 2024
Question Submittal Deadline:	May 21, 2024, 11:00 A.M. (HST)
Answers to Questions:	May 23, 2024, 4:00 P.M. (HST)
Proposal Due Date and Time:	June 17, 2024; 11:00 A.M.(HST)
Evaluations	June 20, 2024
Estimated Date for Discussions, if necessary	June 21, 2024
Estimated Due Date for BAFO, if necessary	June 25, 2024
Anticipated Award Date:	June 28, 2024

1.4 Contract Type

Firm-Fixed-Price

1.5 Period of Performance

This contract shall be for a period of one (1) year beginning on the date specified on the Notice to Proceed. Unless terminated, the contract may be extended without re-solicitation, upon mutual agreement in writing between the State and the Contractor, prior to the expiration date, for not more than five (5) additional 12-month periods, or parts thereof. The contract may be extended if the price remains the same or lower OR the price is adjusted pursuant to Section 6.4.2 (Price and Rate Guarantee Program).

1.6 Point of Contact

The Department of Health is the issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is Solicitation # RFP-24-001-ASO. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

The person identified below is the single point of contact (POC) **during** this procurement process. Offerors and interested persons shall direct to the POC all questions concerning the procurement process, technical requirements of this RFP, contractual requirements, changes, clarifications, and protests, the award process, and any other questions that may arise related to this solicitation and the resulting contract. The POC designated by the State of Hawaii, Department of Defense is:

Janis Morita
Chief, Administrative Services Office
Department of Defense
1250 Punchbowl Street, Room 310
Honolulu, Hawaii 96813
Janis.Morita@doh.hawaii.gov
Phone: (808) 586-4550

1.7 Definitions

CAP	Cost Allocation Plan is an accounting report that calculates and spreads agency wide indirect costs to departments and funds that receive a service from other departments. The purpose of a cost allocation plan is to summarize, in writing, the methods and procedures that an organization will use to allocate costs to various programs, grants, contracts, and agreements.
CAS	Cost Allocation Services is an entity located within the Department of Health and Human Services (HHS), Program Support Center (PSC) that provides indirect cost rate and cost allocation plan negotiation services to Federal departments and agencies where HHS is designated by the Office of Management and Budget (OMB) as the cognizant Federal Agency.
CMS	Centers for Medicare and Medicaid Services
DDD	State of Hawaii Department of Health Developmental Disabilities Division
DHHS	United States Department of Health and Human Services
DHS	State of Hawaii Department of Human Services
DOH	Department of Health
FFP	Federal Financial Participation means the Federal Government's share of a State's expenditures under the Medicaid program.

HANDS	Hawaii Awards and Notices Data System. Displays information from multiple state and county procurement platforms.
ICR	Indirect Cost Rate is a tool for determining fairly and expeditiously the portion of general (non-direct) expenses that each project will bear. It is the ratio (expressed as a percentage) between the total indirect costs to a direct cost base.
MOA	Memorandum of Agreement
RMS	Random Moment Sampling (RMS) is a cost allocation process to determine administrative costs associated with the operation of any one of several state and federally administered programs. The federal government requires some form of cost allocation for employees who provide services in more than one federal program area.
RMTS	Random Moment Time Study (RMTS) is a federally approved, statistically valid sampling technique that produces accurate labor distribution results by determining what portion of the selected group of participant's workload is spent performing all work activities. The RMTS method polls participants on an individual basis at random time intervals over a given time period and totals the results to determine work effort for the entire population of participating staff over that same period
STATE	State of Hawaii

The following definitions apply to this solicitation.

Contract Administrator means the person designated to manage the various facets of the contract(s) to ensure the Contractor's total performance is in accordance with the contractual commitments and obligations are fulfilled.

Contractor means the person having a contract with a governmental body.

Fixed-price basis means an established price agreed upon by the Contractor and Purchasing Entity, by agreement or by authority, as the price to be charged for a specified amount of services.

Goods mean all property, including but not limited to equipment, equipment leases, materials, supplies, printing, insurance, and processes, including computer systems and software, excluding land or a permanent interest in land, leases of real property, and office rentals.

Governmental body means any department, commission, council, board, bureau, authority, committee, institution, legislative body, agency, Government Corporation, or

other establishment or office of the executive, legislative, or judicial branch, city or county of any U.S. State, (including the Office of Hawaiian Affairs for the State of Hawaii).

Hawaii Administrative Rules (HAR) means the adopted operating procedures for state agencies authorized by the laws of the State of Hawaii.

Hawaii Revised Statutes (HRS) means the laws that govern the State of Hawaii.

Key Performance Indicator (KPI) means how a quantifiable measure is utilized to assess the success of a Contractor in meeting strategic goals and objectives for performance.

Offeror means the company or firm that submits a proposal in response to this Request for Proposal.

Proposal means the official written response submitted by an Offeror in response to this Request for Proposals.

Proposer has the same meaning as Offeror.

Request for Proposals or "RFP" means the entire solicitation document, including all parts, sections, exhibits, attachments, and Addenda.

Services means the furnishing of labor, time, or effort by a contractor or Contractor, which involves the delivery or supply of products.

Statement of Work defines the services to be delivered by the Contractor. Note: For the purposes of this RFP, statement of work describes the services within a Task Order when requesting quotes from awarded Contractor(s).

Subcontractor means a Contractor contracted for work by the Prime Contractor.

Section 2: Solicitation Information

2.1 Governing Laws and Regulations

This procurement is conducted by the Department of Health (DOH), Administrative Services Office (ASO), in accordance with the State Procurement Code. Information about ASO and its governing laws are available at <http://spo.hawaii.gov/>.

This procurement shall be governed by the regulations and laws of the State of Hawaii. Venue for any administrative or judicial action relating to this procurement, evaluation, and award shall be in the State of Hawaii.

2.2 Electronic Procurement

N/A.

2.2 RFP Addenda

Changes to this RFP including but not limited to contractual terms and procurement requirements shall only be changed via formal written addenda issued by the DOH.

The State accepts no responsibility for a prospective Offeror not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective Offeror to monitor HANDS at <https://hands.ehawaii.gov> to obtain RFP addenda or other information relating to the RFP.

2.3 Pre-Proposal Conference

In lieu of a pre-proposal conference, written questions must be submitted by May 21, 2024, 11:00 AM HST. Questions and answers will be provided via an addendum posted in the Hawaii State Procurement System website HANDS.

2.4 Questions Regarding RFP Contents

If a Prospective Offeror believes that any provision of the RFP is unclear, potentially defective, or would prevent from providing a meaningful Offer, the Offeror shall submit questions to the State POC requesting clarification on or before the deadline for doing so in Section 1.3 Schedule and Significant Dates. Each question shall identify the page, section number, paragraph, and line or sentence of such provision(s) of the RFP to which the question applies. The State POC will respond by the date for the same in Section 1.3 Schedule and Significant Dates. The State may issue Addenda in response to written questions received regarding the RFP.

2.5 Electronic Submission of Questions

All questions must be submitted through email to janis.morita@doh.hawaii.gov, cc: christine.ramelb@doh.hawaii.gov, estelita.pumares@doh.hawaii.gov. Questions must

be submitted by the question deadline date and time shown in Section 1.3, Schedule and Significant Dates. Answers will be given via an addendum to be posted on HANDS at <https://hands.ehawaii.gov/> as noted in Section 1.3 Schedule and Significant Dates.

Offerors are cautioned about including context in questions that may reveal the source of questions. The identity of potential Offerors will not be published with the answers, but the text of questions will be restated, to the extent possible, to exclude information identifying potential Offerors.

2.6 Proposal Due Date

Proposals must be received by the posted closing date and time as described in Section 1.3 Schedule and Significant Dates of this RFP.

2.7 Cancellation of Procurement and Proposal Rejection

The State reserves the right to cancel this RFP and to reject any and all proposals in whole or in part, and waive any defects when it is determined to be in the best interest of the State, pursuant to HAR §3-122-96 thru HAR §3-122-97.

2.8 Firm Offers

Responses to this RFP, including proposed costs and/or fees will be considered firm for ninety (90) days after the proposal due date.

2.9 Right to Accept All or Portion of Proposal

Unless otherwise specified in the solicitation, the State may accept any item or combination of items as specified in the solicitation or of any proposal unless the Offeror expressly restricts an item or combination of items in its Proposal and conditions its response on receiving all items for which it provided a proposal. If the Offeror so restricts its Proposal, the State may consider the Offeror's restriction and evaluate whether the award on such basis will result in the best value to the State. The State may otherwise determine at its sole discretion that such restriction is non-responsive and renders the Offeror ineligible for further evaluation.

2.10 Ownership or Disposition of Proposals and other Materials Submitted

All costs incurred by the Offeror in preparing or submitting a proposal shall be the Offeror's sole responsibility whether any award results from this RFP. The State shall not reimburse such costs. All proposals become the property of the State of Hawaii.

2.11 Additional Information

The Offeror shall provide additional information regarding aspects of an Offeror's Proposal within three (3) business days of the State's request unless the State specifies another period. As noted, each Offeror shall submit only one Proposal. If an Offeror submits more than one Proposal, then the State reserves the right to reject and or dismiss the Offeror from the RFP Process.

Section 3: Requirements

3.1 Mandatory Minimum Administrative Proposal Requirements

This section contains the minimum requirements that must be met to be considered for the evaluation phase. All items described in this section are non-negotiable. All Offerors must state willingness and demonstrate the ability to satisfy these requirements in the proposal submitted for consideration. Contractors shall be considered non-responsive if unable to cover the minimum requirements which they may not be considered for award.

3.2 Minimum Requirements and Qualifications

Offeror shall provide all services as described in Section 8.1, Scope and all attached offeror forms and requirements contained in this request for proposal.

3.3 Contractor Responsibility for Subcontractors

The Subcontractors providing services shall meet the same service requirements and provide the same quality of service required of the Contractor and in a timely manner. No subcontract shall relieve the Contractor of its responsibilities for the Services it provides. The Contractor shall manage the quality and performance, project management and schedules, and timely start and completion of services performed by each of its Subcontractors. The Contractor shall be solely responsible and accountable for the completion of all Services it has subcontracted.

3.4 Removal of Subcontractors

In addition to any rights the State has under Law, the State shall have the right to require the removal of a Subcontractor or any of its personnel providing or supporting services for a good cause. In such a case, the State shall specify the deadline for such removal after consultation with the applicable Contractor. A Subcontractor proposed by the Contractor to replace the removed Subcontractor shall be subject to the approval of the State.

3.5 Right to Retain Subcontractors

The State shall have the right to directly retain any Subcontractor after the expiration, termination, or suspension of the Contract under which it is retained, including any Subcontractor providing services subject to any part of a Contract that is terminated or suspended.

3.6 Additional Contractor Requirements

Each Contractor shall:

Adhere to its Contract with the State;

Provide all labor, materials, and equipment necessary to meet the RFP Requirements;

Communicate contract requirements to its Subcontractors' personnel and direct and coordinate project activities to ensure that the services progress efficiently and are completed on schedule;

Ensure that all its and its Subcontractors' employees can communicate effectively with State employees;

Ensure that it is current with all payments and registration fees and similar financial obligations owed to the State during the term of its Contract with the State;

Fully cooperate and maintain effective communication with the State and cooperate in the resolution of problems, suspected problems, or potential problems;

3.7 Payment

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

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

Section 4: Instructions to Offerors – Proposal Submission

4.1 Proposal Objectives

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.

Proposals shall be prepared straightforwardly and concisely, in a format that is reasonably considered and appropriate for the purpose. Emphasis will be on completeness and clarity and content.

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

The proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this RFP.

4.2 Proposal Structure and Labeling

Proposals must be detailed and concise. Each Proposal must be labeled and organized in a manner that is congruent with the requirements and terminology used in this RFP and must include a point-by-point response, structured in form and reference to the RFP, addressing all requirements and the Statement of Work elements.

4.3 Proposal Submission Instructions

Proposals must be received by June 17, 2024, 11:00 A.M., HST to the Administrative Services Office, 1250 Punchbowl Street, Room 310, Honolulu, Hawaii 96813, Attention: Janis Morita. Proposals received after the deadline will be rejected.

4.4 Submission of Proposals

One (1) electronic via USB proposal shall be submitted and received by the date, time and address listed in Section 1.3, Schedule and Significant Dates and Section 4.3, Proposal and Submission Instructions. Any offers received via fax or e-mailed bids, shall not be accepted, or considered for award. Any offer received after the due date and time shall be rejected.

Submission of a proposal shall constitute an incontrovertible representation by the Offeror that the Offeror agrees to comply with every requirement of this RFP, and that

the RFP documents are sufficient in scope and detail to indicate and convey a reasonable understanding of all terms and conditions of performance of the work.

4.5 Required Format and Content

All Proposals must be submitted in the following format. Detailed information on submitting each of these sections is contained in later sections of this RFP. Proposal shall be submitted in size 12 Arial font or equivalent.

1. **Table of Contents.** A Table of Contents must be included with each proposal. All major parts of the proposal shall be identified by referencing page numbers.
2. **Offer Checklist.** Complete and submit all items noted on the Offer Checklist.
3. **Offer Form, OF-1, OF-2.** Offeror shall complete and sign OF-1, OF-2 Offer Form. See Special Provisions, 8.9 Proposal Preparation.
 - a. **OF Form, OF-1**
 - b. **OF Form, OF-2 Past Performance**
 - c. **OF Form, OF-3 Price**
4. **Executive Summary.** The executive summary [not to exceed one (1) page is to briefly describe the Offeror's Proposal. This summary should highlight the major features of the Proposal. The response should demonstrate the Offeror's understanding of and ability to meet the Administrative and Technical Requirements of the RFP. The State should be able to determine the essence of the Proposal by reading the executive summary. This summary will not be evaluated for points, but rather is a high-level explanation of the entire proposal.
5. **Evaluation Criteria Submittals (Refer to Section 5.8 Evaluation and Award).**

This section shall be sub-divided by the evaluation criteria and include the narrative and any other requirements.

- a. Management Approach – See Section 6. Submittal limited to three (3) pages.
 - b. Technical – See Section 6. Submittal limited to ten (10) pages.
 - c. Past Performance – Submittal limited to ten (10) pages.
 - d. Price Proposal. See Section 6. Offeror shall complete the attached OF-3 Pricing Form in which Offeror shall submit all price line items excluding all applicable taxes.
6. **Confidential, Protected, or Proprietary Information.** All confidential, protected, or proprietary information must be included in this section of the

proposal response. Do not incorporate protected information throughout the Proposal. Rather, provide a reference in the proposal response directing the State to the specific area of this protected Information section. If Offeror believes that any portion of its proposal, offer, specification, protest, or correspondence contains information that should be withheld as confidential, then the Procurement Officer should be so advised in writing and shall be furnished with justification for confidential status. Price is not considered confidential and shall not be withheld.

Information included in the Confidential, Protected or Proprietary Information section of an Offeror's proposal is not automatically accepted as protected. All information identified in the section will be subject to review by the State in accordance with the procedures prescribed by the State's open records statute, freedom of information act, or similar law.

4.6 Each Offeror to Bear its Own Costs

Each Offeror shall be responsible for all costs incurred by it prior to the Notice of Award, including, without limitation, its costs of preparing and submitting its Offer, responding to notices or requests, making Priority-Listed Offeror presentations, demonstrations, and discussions, and otherwise participating in the RFP Process.

Section 5: Evaluation and Award

5.1 Evaluation of Proposals

The Procurement Officer of the Department of Health (DOH), or an evaluation committee of at least three (3) qualified State employees selected by Department of Health (DOH) Procurement Officer, shall evaluate proposals for the contract. The evaluation will be based solely on Section 5.8 Evaluation Criteria and the process described in this section.

5.2 Right to Waive Minor Irregularities

The State in its sole discretion reserves the right to waive minor irregularities in the Proposal, which include but are not limited to corrections of deficiencies or clarification of ambiguities that in the judgment of the State do not require a comprehensive proposal rewrite. The State also reserves the right in its sole discretion to waive certain Minimum requirements provided that all of the otherwise responsive proposals fail to meet the same minimum requirements and the failure to do so does not materially affect the procurement.

5.3 Initial Review and Award without Discussions

In the initial phase of the evaluation process, the State will review all proposals timely received. Unacceptable proposals (non-responsive proposals not conforming to RFP requirements) will be eliminated from further consideration.

The State reserves the right to award on receipt of initial proposals without an opportunity for discussion or proposal revision, so Offerors are encouraged to submit their most favorable proposal at the time established for receipt of proposals. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals.

5.4 Discussion with Priority Listed Offerors

Prior to holding any discussions, a priority list shall be generated consisting of proposals determined to be acceptable or potentially acceptable.

If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may limit the priority list to three (3) highest ranked, responsible 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 1.3 Schedule and Significant Dates. The State may also conduct discussions with priority listed Offerors to clarify issues regarding the proposals before requesting Best and Final Offers, if necessary.

In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

5.5 Best and Final Offers

If deemed appropriate by the State in its sole discretion, the State may request each Offeror to submit its BAFO. The request shall be issued via an Addendum, which will provide guidance and additional instructions. Offeror's BAFOs shall be mailed to Administrative Service Office, 1250 Punchbowl Street, Room 310, Honolulu, Hawaii 96813, Attention: Janis Morita, on or before the deadline called for. If an Offeror fails to do so, its last submitted Offer shall be deemed its BAFO.

The BAFOs will be evaluated by the Evaluation Committee taking into consideration the Evaluation Criteria set forth in Section 5.8 Evaluation Criteria.

5.6 Award of Contract

Award shall be made to the responsible Offeror whose proposal is determined the most advantageous to the State of Hawaii, taking into consideration price and the other evaluation factors set forth in this request for proposals.

5.7 Responsibility of Offeror

Pursuant to HRS §103D-310(c), the selected offeror shall at the time of award be compliant with all laws governing entities doing business in the State of Hawaii. See Special Provisions 8.8 Responsibility of Offerors.

5.8 Evaluation Criteria

The following criteria shall be used in evaluating the Offerors:

Table 1 - Evaluation Criteria

Evaluation Category	Evaluation Subcategory	Point Breakdown	Points Possible
Evaluation Criteria 1: Management Plan		75	
	Staff Experience – Key Personnel (Resumes)	15	
	Reporting Plan	10	
	Subtotal		100
Evaluation Criteria 2: Technical/Experience	General Requirements	30	
	Acquisition Planning	30	
	Market Research	30	
	Solicitation and Award	30	
	Contract Management	30	
	Completion & Closeout	30	
	Other Services	30	
	Subtotal		210
Evaluation Criteria 3: Past Performance	Offeror References		50
Evaluation Criteria 4: Price	Subfactor 1- Total Price Calculation		140
	Subfactor 2- Price Reasonableness and Realism		
Total Possible Points			500

5.9 Scoring Process

The evaluation committee shall score proposals by reviewing the narrative for each of the evaluation criteria above.

Evaluators shall use a rating of 0 to 5 for each evaluation criteria. Rating is defined as follows:

- 0- The Proposal fails to address the criterion or cannot be assessed due to missing or incomplete information. Offeror has not demonstrated sufficient knowledge of the subject matter or has grossly failed to explain how the requirement(s) is met.
- 1- **Poor.** The criterion is inadequately addressed, Offeror demonstrates only a slight ability to comply, or there are serious inherent weaknesses.
- 2- **Fair.** The Proposal broadly addresses the criterion, but there are significant weaknesses. May have one or more deficiencies, or Offeror has not adequately explained how its services fit the requirement.
- 3- **Good.** The Proposal addresses the criterion well; meets the requirement. Demonstrates knowledge and understanding of the subject matter, with no deficiencies noted regarding technical approach.
- 4- **Very Good.** The Proposal addresses the criterion very well, highly comprehensive. No deficiencies noted.
- 5- **Excellent.** The Proposal successfully addresses all relevant aspects of the criterion. Excellent reply that goes beyond the requirements listed in the RFP to provide added value. In addition, the response may cover areas not originally addressed within the RFP and/or include additional information and recommendations that would prove both valuable and beneficial to the agency. The response includes a full, clear, detailed explanation of how the requirement(s) are met. No errors in technical writing.

The average of each evaluators' rating for each evaluation criteria shown in Table 1, shall be converted based on the following formula:

Rate Achieved	X	Points Possible For that Criteria	= Points
Total Rating Achievable			

Example:

4 Very Good	X	25	= 20
5			

1 Poor	X	25	= 5
5			

5.10 Notice of Award

After a final selection is made, the State will issue a notice of award on HANDS. Upon award, proposal files are public records are available for review by submitting a Request for Access to Government Record. Information on the Office of Information Practices and forms may be found at <http://oip.hawaii.gov>.

5.11 Debriefing

Pursuant to HAR §3-122-60, a non-selected Offeror may request a debriefing to understand 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 award of the contract. The Procurement Officer or designee shall hold the debriefing within seven (7) working days to the extent practicable from the receipt date of the written request.

A protest by the requestor following a debriefing shall be filed within five (5) working days, as specified in HAR §103D-303(h). See Special Provisions Section 8.12 Protest Procedures for submitting a protest.

Section 6: Evaluation Criteria

Evaluation Criteria 1: Management Approach

6.1 Management Approach Submittal

This section contains requirements pertaining to the offeror's management approach relating to this RFP. Offeror shall submit a narrative of a maximum of three (3) pages showing how they met or exceeded requirements of previous work, project examples, etc. Narratives to be submitted in size 12 Arial font or equivalent.

Management Approach can include sub-factors such as:

Sub-factor 1: Organization and Approach

The State will assess the degree to which the Offeror's proposed organization and approach for managing the program meet the requirements identified in the SOW (e.g., achieve schedule milestones, submit timely and accurate deliverables, and address risk).

This includes, but is not limited to, the following:

- Organizational Experience - demonstrating the following: Organizational capability, resources, and experience, maintenance, and operation. The Offeror shall explain its prior experience providing the types of services requested by this RFP. Describe at least three (3) major projects or contracts you worked on during the past five (5) years, on the same or similar projects. Explain the statement of work, duration, number of employees assigned to the project, and significant tasks that were completed.
- Program management
- Staffing plan
- Subcontractor management
- Configuration management
- Data management to include cybersecurity considerations
- Quality assurance - Implementation of quality and cost controls, with effective project and financial tracking and reporting
- System implementation and transition(s) management

The State will assess the degree to which the Offeror's proposed performance management approach will meet the requirement to ensure high-quality services that meet the performance requirements for the contract including meaningful program metrics that depict, at a minimum, program cost, schedule, and performance attainment

and describe plans for implementation and monitoring of those metrics.

Sub-factor 2: Key Personnel

The State will assess the degree to which the Offeror's proposed Key Personnel resumes meet defined labor category requirements with required or equivalent certifications aligned to their proposal and, the degree to which the approach for retaining Key Personnel will support successful and efficient execution of requirements.

Sub-factor 3: Training

The Government will assess the degree to which the Offeror's proposed management and integration of all implementation activities with overall program support and proposed training design, and development, delivery, and support activities meet the SOW requirements.

Evaluation Criteria 2: Technical Approach

6.2 Technical Approach Submittal

This section contains requirements pertaining to the offeror's technical approach relating to this RFP. Offeror shall submit a narrative of a maximum of ten (10) pages explaining their plan for the project goal and requirements, amount of key personnel allocated, the methodology toward implementing and tracking the success of deliverables including milestones. Narratives to be submitted in size 12 Arial font or equivalent.

Technical Approach can include but is not limited to:

- a) A clear understanding of the statement of work required for the project, with a work plan that will ensure the achievement of task objectives;
- b) A clear understanding of state laws and regulations and a viable plan for implementing these requirements;
- c) A viable transition plan with contingency planning and established milestones;
- d) An integrated plan that expands outreach to targeted audiences;
- e) An overall effective strategy that accomplishes all project goals as outlined in the Statement of Work;
- f) A risk assessment and risk mitigation plan;
- g) A quality control plan that includes key performance indicators as described in Section 7.4 of the Contract Management Section;
- h) The approach to tracking and achieving the required deliverables.

Evaluation Criteria 3: Past Performance

6.3 Past Performance Submittal

Offeror shall submit a narrative of a maximum of ten (10) pages not including references. Narratives to be submitted in size 12 Arial font or equivalent. Offeror shall provide a full narrative to describe past performance establishing the company submitting the proposal has the qualifications and experience to provide the services specified in this RFP.

Offeror shall complete Offer Form OF-2 Client References, Attachment A with the names and contact information of customer references for at least five (5) clients that received services that are similar to those in the statement of work.

The State reserves the right to conduct reference checks beyond what was provided by references.

The results of the reference checks will be reflected in the evaluation score for this criterion. Full points will not be awarded without confirmation of services from at least three (3) listed clients. Offerors are encouraged to notify references with due notice.

6.3.1 Past Performance Relevancy and Recency Ratings

The State will evaluate the Offeror's demonstrated record of contract performance in supplying services that meet users' needs, including price and schedule. The recency and relevancy of the information, the source of the information, the context of the data, and general trends in the Contractor's performance will be considered. More recent and more relevant performance usually has a greater impact on the confidence assessment than less recent and less relevant performance. The State will perform an independent determination of the relevancy of the data provided or obtained. A relevancy determination will be made in addition to the reference responses received. The State is not bound by the Offeror's opinion of relevancy. The following relevancy criteria apply and will be assigned to each effort identified in the Offeror's proposal on past performance.

PAST PERFORMANCE RELEVANCY RATING	
Rating	Definition
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

Very Relevant – Has provided all services in present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.

Relevant – Has provided some services in present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.

Somewhat Relevant - Has provided few services in present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.

Not Relevant: Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

For purposes of this evaluation, recency is defined as active or completed efforts performed within the past five (5) years from the closing date of this solicitation. The more recent the effort the higher recency score it will receive, as follows:

PAST PERFORMANCE RECENCY RATING	
Rating	Definition
Very Recent	Completion of a service project within the last 1 to 3 years
Recent	Completion of a service project within the last 3 to 5 years
Not Recent	Completion of a service project within the last 5+ years

6.3.1.1. Final Performance Rating

Once the evaluation has considered recency and relevancy, it is time to take those considerations and determine an overall rating for past performance in respect of whether the information reviewed will allow for successful performance of the current solicited requirements.

Rating	Description
6- High Confidence	Based on the offeror's performance record, the government has high confidence the offeror will successfully perform the required effort.
5- Significant Confidence	Based on the offeror's performance record, the government has significant confidence the offeror will successfully perform the required effort.
4- Satisfactory Confidence	Based on the offeror's performance record, the government has confidence the offeror will successfully perform the required effort. Normal contractor emphasis should preclude any problems.
*3- Unknown Confidence	No performance record is identifiable.
2- Little Confidence	Based on the offeror's performance record, substantial doubt exists that the offeror will successfully perform the required effort.
1- No Confidence	

* Given the number of mergers and acquisitions in today's American business environment, potential offerors may not have existed under their current name for very long. If the key management personnel, subcontractors, or other resources, have experience on contracts similar to the pending requirement for another contractor; state and local government contracts; private contracts; or was a major subcontractor; then the source selection team can perform the appropriate evaluation and risk assessment. This reduces the chance of needing to "neither reward nor penalize" an offeror with no other relevant past performance information.

If the contractor is truly a new entity and none of the company principals ever performed relevant work for others, the company is considered to have no past performance. In the case of an offeror with respect to which there is no information on past contract performance or with respect to which information on past contract performance is not available, the offeror may not be evaluated favorably or unfavorably on the factor of past contract performance." Thus, the evaluator would, at the minimum, rate this offeror as unknown confidence, allowing for a pass rate of 50% (3/6)

Evaluation Criteria 4: Price

There are two subfactors to Price evaluation:

6.4 Subfactor 1 – Total Price Evaluation

The Offeror's price proposal is worth 28% of the total points, which is 140 points. Offerors shall enter the total sum price for the year 1 services as the Unit Price in US Dollars and Cents when submitting their offer.

6.4.1 Cost Points Conversion

In converting cost to points, the Lowest Total Cost will automatically receive the maximum number of points allocated to cost shown in Table 1 in Section 5.8. The

point allocations for cost on the other Offers for each service category will be determined through the method set out in the following formula: [Lowest Total Cost multiplied by maximum points divided by [Offeror's Proposed Cost] = Cost Points Awarded.

For example, if the maximum points for the price are 30 of the total points and Offeror A submitted a price for \$200,000; Offeror B submitted a price of \$250,000; Offeror C submitted a price of \$300,000.

Offeror A would receive the maximum points based on the lowest offer of \$200,000.

Offeror B would not receive the maximum points based on the lowest offer of \$200,000 x 30 points / \$250,000 = 24 points.

Offeror C would not receive the maximum points based on the lowest offer of \$200,000 x 30 points / \$300,000 = 20 points.

6.4.2 Price and Rate Guarantee Period

All prices shall be guaranteed for the initial period of twelve (12) of the contract. During the remaining contract period, the Contractor may request an increase in contract price when there is a substantial increase in the cost of materials or freight services. Such requests must be made in writing to the Procurement Officer and shall meet the following conditions:

1. Request for a price increase shall be limited to the costs imposed upon the Contractor by the manufacturer or supplier of the materials. (No allowances will be given for Contractor's increased labor or operating expenses.)
2. Request for a price increase due to higher transportation costs shall be limited to the cost imposed upon the Contractor by the freight forwarder.
3. Contractor shall submit at the time of such written request, documentation, or verification the increase is the result of an manufacturer or supplier increase in the cost of materials or transportation.
4. No price increase adjustment shall be allowed during the first twelve (12) months of the contract. The Contractor may submit a price increase adjustment request once every twelve (12) months for item(s) awarded provided proper documentation is submitted to substantiate the increase as detailed in items 1 through 3.

The State shall make the final determination for allowance of price increase requests. In the event of a general price decrease, the State will be entitled to reductions; provided, however, the amount of such decrease shall not exceed the amount of any increase granted herein. Contractor shall notify the State within five (5) business days of such price decrease.

6.5 Subfactor 2 –Price Reasonableness and Realism

6.5.1 Price Reasonableness

Prices shall be evaluated for competitiveness and reasonableness of price. The State may use any or all price analysis techniques and procedures to determine price reasonableness.

6.5.2 Price or Cost Realism

6.5.2.1 Price Realism

The State may use any or all price realism techniques and procedures for the purpose of measuring an offeror's understanding of the solicitation requirements, or of assessing the risk inherent in an offeror's proposal.

6.5.2.2 Cost Realism

N/A.

Section 7: Contract Management

Contract management refers to post-award type activities, such as contract implementation, contract administration, measurement of work completion, and payment computation based on deliverables. Moreover, it involves the monitoring of a contract, making important changes and modifications to the contract, and dealing with related problems. Focused attention to contract management considerations facilitates a positive working relationship between the government customer, procurement staff, and the contractor for the successful implementation of the contract award.

7.1 Post-Award Communications: Contract Administrator

The Contract Administrator identified below is the single point of contact (POC) **post-award**. The contractor shall direct to the Contract Administrator all questions concerning the post-award process and any other questions that may arise related to the resulting contract. The Contract Administrator designated by the State of Hawaii, Department of Health is:

Janis Morita
Chief, Administrative Services Office
Department of Health
1250 Punchbowl Street, Room 310, Honolulu, Hawaii 96813
Janis.Morita@doh.hawaii.gov
Phone: (808) 586-4550

7.2 Contractor/State Meetings

The contractor shall participate in initial meetings with the State to discuss the contract, including but not limited to; an estimated timeline for transition and implementation, status reports of the transition and implementation, the expectation of deliverables, training sessions, and follow-up meetings.

7.3 Dispute Process and Escalation

The following steps address any issues or concerns that may occur during the transition/implementation stage or at any time throughout the contract period: The contractor must submit the identified issue or concern in writing to the State. Upon written receipt of the issue or concern identified by the contractor, within ten (10) business days, contractor and State must come to an agreement on a resolution to the issue or concern. If there is no resolution within this period, the issue or concern can be escalated to the head of the DOH for appropriate action.

7.4 Quality Control

The Contractor shall provide quality services/products and management oversight of all processes. The Contractor shall use key performance indicators that are acceptable within the specific market industry to manage and monitor quality performance. The Contractor shall provide accurate data/reports and meet deliverables, with emphasis on the overall success and positive impact on the ongoing development and modification of the Cost Allocation Plan narrative that includes all divisions and staffing offices at DOH. The Contractor shall provide management, support, and qualified personnel to accomplish the objectives of this contract.

7.4.1 Key Performance Indicators (KPIs)

N/A.

7.5 Post Award Deliverables

The contractor shall provide, upon request of the State, the following, including but not limited to deliverable items:

RFP Reference	Due Date	Deliverable	Action Required
Section 8.15 Liability Insurance	Prior to the start of the contract	Liability Insurance Certificates	Contractor shall maintain during the life of the contract.
Section 8.1 Scope, Schedule of Deliverables	Quarterly as requested	Reports as listed on the Schedule of Deliverables	Contractor shall provide on a quarterly basis as requested.

Section 8: Special Provisions

8.1 Scope

A public assistance agency is the state agency responsible for the administration of one or more of the state plans for public assistance programs under the Social Security Act. These programs require that an agency prepare a public assistance cost allocation plan (CAP) in order to determine the amount of cost that may be allocated, and claimed, to various programs.

Agencies such as the Hawaii Department of Health (DOH) must prepare a cost allocation plan in order to access administrative reimbursement for these programs even when they are not the designated single state agency, which in this case is the Department of Human Services (DHS). A CAP is comprised of a “narrative” document that outlines all functions and associated allocation methods and the accompanying financial process that actually allocate costs from cost pools to benefitting objectives. A CAP must include the required elements outlined in 45 CFR 95.507. In order to claim federal reimbursement, the plan must be approved by DHS and if requested Cost Allocation Services (CAS) at the federal Department of Health and Human Services (DHHS). DOH may claim at agreed upon effective dates.

This scope of work continues work that has been conducted to date to implement the DOH cost allocation plan.

To assist DOH in the ongoing development and modification of the CAP, the CONTRACTOR shall:

I. ASSIST WITH COST ALLOCATION PLAN NARRATIVE AMENDMENTS

- a. Assist DOH to modify the cost allocation plan narrative in accordance with the requirements in 45 CFR 95.509-515 for quarters ending 09/30/2024, 12/31/24, 3/31/25, and 6/30/25.
 - i. Ensure the narrative is in conformance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).
 - ii. Ensure the information provided in support of the proposed cost allocation plan is accurate and includes all requirements per (45 CFR 95.507).
 - iii. Modify the following as appropriate:
 1. A listing of all programs administered by the state public assistance agency- both federal and non-federal programs - and all cost pools.
 2. Descriptions of activities performed by each organizational unit and, where not self-evident, an explanation of the benefits provided to all programs, state, local, and federal.
 3. An outline of the procedures (allocation methods) used to identify, measure, and allocate costs to each benefitting

program and activity, including activities with different Federal Financial Participation (FFP) rates.

4. A statement stipulating that wherever costs are claimed for services provided by a governmental agency outside the agency, they will be supported by interagency agreements.
 5. Identification of all costs incurred by DOH (with the exception of direct services or payments provided directly to recipients). Costs should be accorded consistent treatment through the application of generally accepted accounting principles appropriate to the circumstances.
 6. An outline of the allocation methods for each cost pool (unique function) within DOH.
- b. Review changes to DOH positions and organizational charts and conduct interviews with DOH staff as appropriate to determine the exact changes needed to CAP amendment.
- c. Review and draft edits to existing Memoranda of Agreement (MOA) regarding the CAP between DHS and DOH or other entities and assist with finalization of MOAs. The contractor will not be responsible for drafting new MOAs.
- d. Provide support to DOH in negotiation process with DHS and CMS, including
1. Review all inquiries received from federal cognizant agencies including Cost Allocation Services (CAS) and the Centers for Medicare and Medicaid Services (CMS). DOH will provide inquiries to PCG upon receipt.
 2. Provide oral advice to DOH via conference call as to how to respond to inquiries from DHS and cognizant agencies and draft responses to written questions.
 3. Update initial CAP narrative documentation based on feedback from cognizant agencies.

II. ONGOING COST ALLOCATION PLAN SYSTEM DEVELOPMENT, IMPLEMENTATION, AND OPERATION

- a. Assist DOH to develop process for determining and mapping what costs belong in the CAP and what costs belong in the Indirect Cost Rates (ICRs). Ensure that costs in the ICRs can be identified in the financial data.

- b. Assist DOH to match all functions identified in the submitted CAP narrative effective July 1, 2019, and as amended, to corresponding financial data for DOH functions to ensure that they are grouped into the cost pools identified in the CAP and ensure that DOH can execute the DOH-wide cost allocation plan with all costs grouped into the appropriate costs pools. The result of this process will be cost data mapped to the CAP narrative that is ready for import into a web-based system.
- c. Develop standard attestation and time tracking procedure as part of CAP implementation for DOH to manage on an ongoing basis.
- d. Assist DOH to identify and develop a standardized export(s) from DOH systems for import into a web-based system.
- e. Customize the web-based system to accept the import(s) and process DOH-wide cost allocations.
 - i. Build import functionality.
 - ii. Set up CAP narrative.
 - iii. Work with DOH to obtain all necessary statistical information.
 - iv. Work with DOH to finalize list of all “final receivers” or funding centers where costs are “sent”.
 - v. Test system.
 - vi. Produce initial “canned reports”.
 - vii. Produce up to 4 custom reports including a report in Excel format that has costs for DOH staff to prepare the indirect cost rate.
 - viii. Develop procedure manual to prepare the CAP using a web-based system.
- f. Process CAP on behalf of DOH for the QE 9/30/24 (Quarter Start 7/1/24), 12/31/24 (Quarter Start 10/1/24), 3/31/25 (Quarter Start 1/1/25), and 6/30/25 (Quarter Start 3/1/2025).
- g. Provide ongoing hosting of the web-based system through 6/30/25.
- h. Ongoing use of the system requires hosting and licensing fees and negotiated support (level of support from the Contractor will be negotiated). The system is web-based and hosted in the cloud and does not require any installation on DOH computers or DOH or State of Hawaii

information technology (IT) support. The system only requires a current web-browser to access the system.

III. OPERATE/HOST RANDOM MOMENT SAMPLING (RMS)

When staff work on multiple activities or programs that are funded by multiple funding sources and/or must be reported separately, and another methodology is not available, the required methodology for allocating costs is a time study. Time studies need to account for all activities a group of identified workers could perform at a given moment in time. The Random Moment Sampling process (RMS) must list all possible activities, including paid and unpaid time off, must meet statistical validity requirements, must be random and must ask participants what they are doing at a specific moment in time. RMS participants are those staff who will be part of the time study sampling. The system is web-based and hosted in the cloud and does not require any installation on DOH computers or DOH or State of Hawaii information technology (IT) support. The system only requires a current web-browser to access the system for both administrators and users.

- a. Assist DOH to review the current process for producing the Medicaid administrative claim.
- b. Assist DOH to calculate claims with the results of the web-based random moment time sampling system.
- c. Incorporate the current calculation process into a web-based cost allocation system once developed.
- d. Assist DOH and document the process for the claim effective 9/30/2024 with most work steps occurring in a web-based cost allocation plan system.
- e. Operate the RMS process for the Quarters ending 9/30/2024, 12/31/2024, 3/31/2025, and 6/30/2025.

IV. TRANSITION CAP and RMS (OPTIONAL) and PROVIDE SUPPORT

- a. Develop an on-site training on how to use the web-based cost allocation plan system to complete the CAP and operate the RMS.
- b. Provide ongoing hosting and technical support. Ongoing use of the software in future years will require licensing and hosting agreements that will include cost.

V. WORK PLAN

- a. Develop a work plan with time frames for all activities specified in this scope to be approved by DOH ASO Branch Chief.

Exclusions/Assumptions:

- I. The Contractor shall not recalculate Indirect Cost Rates (ICRs). Indirect Costs are costs incurred which benefit more than one cost objective and cannot be readily assigned to particular cost objectives. Examples of indirect costs include utilities, space, maintenance, system costs, and all other facilities management costs as well as Accounting/Finance, Human Resources, Legal Counsel, and other administrative functions. DOH will continue to calculate the ICR rates. The Contractor will make appropriate mention of the rates in the CAP narrative.
- II. Once the CAP is established, DOH shall be responsible for mapping costs to the cost pools identified in the CAP narrative.
- III. The costs associated with CAP narrative are to support the narrative as it is submitted and changes to organization and allocation methods. If substantial reorganization of the narrative (and related CAP) is required, it may result in the need for additional funds.
- IV. As of July 1, 2019, the current DDD administrative claims are calculated and included as part of the DOH cost allocation plan.
- V. Continued contracts and licensing agreements are necessary for hosting and consulting of Contractor's software systems. This agreement only includes access to a web-based cost allocation system through the QE 6/30/2025 and a web-based random moment time sampling system through the QE ending 6/30/25.
- VI. This SOW assumes a single DOH-wide RMS (as opposed to multiple time studies within the Department) and a single system instance of a web-based random moment time sampling system. If multiple RMS instances are needed, this SOW and price shall be modified. Should the price need to be modified, DOH will notify Contractor of request for additional work / systems not included in this scope and Contractor will provide proposal with pricing in response.
- VII. This SOW assumes development by the Contractor of a single instance of a web-based cost allocation system. If multiple instances are needed, this SOW and price shall be modified. Should the price need to be modified, DOH will notify Contractor of request for additional work / systems not included in this scope and Contractor will provide proposal with pricing in response.

VI. SCHEDULE OF DELIVERABLES

The Contractor shall be paid according to the following Schedule of Deliverables. The "Total Costs" column shall be the total cost to complete the entire deliverable. Invoices may be submitted on a quarterly basis where the invoice amount equals twenty-five percent (25%) of the total costs.

DOH COST ALLOCATION PLAN ("CAP")	DUE DATE(S)	TOTAL COSTS
Cost Allocation Plan Narrative Assistance <ul style="list-style-type: none"> Assist DOH to modify the cost allocation plan narrative in accordance with the requirements in 45 CFR 95.509-515 for quarters ending 09/30/2024, 12/31/24, 3/31/25, and 6/30/25 	Multiple Dates (Throughout the duration of the Contract)	
Operate and Host Random Moment Sampling (RMS) <ul style="list-style-type: none"> Operate the RMS process for the Quarters ending 09/30/2024, 12/31/24, 3/31/25, and 6/30/25 	Multiple Dates (Throughout the duration of the Contract)	
Operate Cost Allocation Plan System and Process CAPs <ul style="list-style-type: none"> Process CAP on behalf of DOH for the Quarters ending 09/30/2024, 12/31/24, 3/31/25, and 6/30/25 	Multiple Dates (Throughout the duration of the Contract)	
Ongoing Development of Indirect Cost Rate Utilizing Web-Based Systems for CAP and RMS <ul style="list-style-type: none"> Provide ongoing development for the Quarters ending 09/30/2024, 12/31/24, 3/31/25, and 6/30/25 	Multiple Dates (Throughout the duration of the Contract)	
Total:		

8.2 Acceptance and Testing

Define design documents, acceptance testing procedures, and remedies for those items not accepted.

8.3 Intellectual Property Rights

The State 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 State purposes.

8.4 Warranties and Disclaimer of Implied Warranties

N/A.

8.5 Termination for Convenience or Unavailability of Funds

See 103D General Conditions, Paragraph 14. Termination for Convenience.

8.6 Preferences

N/A.

8.7 Certification of Offeror Concerning Wages, Hours and Working Condition of Employees Supplying Services

All Offerors for service contracts shall comply with section HRS §103-55, which provides as follows:

Wages, hours, and working conditions of employees of CONTRACTOR supplying services: Before any prospective Offeror is entitled to submit an 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 shall result in the cancellation of the contract.

It shall be the duty of the government contracting agency awarding the contract 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.

8.8 Responsibility of Offerors

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

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

8.8.1 Vendor Compliance - Hawaii Compliance Express (HCE)

Vendors may use the HCE, which 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.

8.8.2 Timely Registration on HCE

Vendors/Contractors/service providers intending to use the HCE to demonstrate compliance are advised to register on HCE as soon as possible at <https://vendors.ehawaii.gov>. The annual registration fee is \$12.00 and the 'Certificate of Vendor Compliance' is accepted for the execution of a contract and final payment. If a vendor/Contractor/service provider is not compliant on HCE at the time of award, the Offeror will not receive the award.

8.8.3 Verification of Compliance on the HCE

Prior to awarding this contract, the State shall verify compliance of the Contractor(s).

8.8.4 Vendor Compliance - Paper Documents

Vendors not utilizing the HCE to demonstrate compliance shall provide the paper certificates to Department of Health as instructed below. All certificates must be valid on the date it is received by the Department of Health. Timely applications for all applicable clearances are the responsibility of the Offeror.

8.8.4.1 HRS Chapter 237 Tax Clearance Requirement for Award

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

The *Tax Clearance Application*, Form A-6, and its completion and filing instructions, are available on the DOTAX website: <http://tax.hawaii.gov/forms/>.

8.8.4.2 HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award

Pursuant to Section 103D-310(c), HRS, the Contractor shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue. A photocopy of the certificate is acceptable to the [Department of Health](#).

The *DLIR Form LIR#27 Application for Certificate of Compliance with Section 3-122-112, HAR*, and its filing instructions are available on the DLIR website: <http://labor.hawaii.gov/forms/>.

8.8.5 Compliance with Section 103D-310(c), HRS, for an entity doing business in the State.

[This is not required if utilizing the Hawaii Compliance Express]

The Contractor shall be required to submit a *Certificate of Good Standing (COGS)* issued by the State of Hawaii Department of Commerce and Consumer Affairs (DCCA) - Business Registration Division (BREG). The Certificate is valid for six (6) months from the date of issue. A photocopy of the certificate is acceptable to the [Department of Health](#).

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

For more information regarding online business registration and the COGS is available at <http://cca.hawaii.gov/breg/>.

8.8.6 Timely Registration

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

8.8.7 Verification of Compliance

Upon receipt of compliance documents, the State reserves the right to verify their validity with the respective issuing agency. The Contractor shall maintain their compliance throughout the term of the contract.

8.8.8 Required Review

Before submitting a proposal, each Offeror must thoroughly and carefully examine this RFP, any attachment, addendum, and any 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.

Should Offeror find defects and questionable or objectionable items in the RFP, Offeror shall notify the State in writing prior to the deadline for written questions as stated in the Section 1.3 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 on a defective solicitation and exposure of proposal(s) upon which award could not be made.

8.9 Proposal Preparation

8.9.1 Offer Form 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 page OF-1.

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.

Completion of Offer Form OF-1 is Offeror's acknowledgment and agreement to provide services in all categories identified in the RFP, agreement to provide services in all fifty states, and the understanding of evaluation criteria and process.

8.9.2 Offer Guaranty

An offer guaranty is NOT required for this RFP.

8.9.3 Tax Liability and County Surcharge

Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Offerors are advised that they are liable for Hawaii GET at the current 4.0% rate for transactions made on Oahu, Hawaii, Maui, Kauai, Molokai, and Lanai or the applicable Use tax. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, the Offeror shall state its tax-exempt status and cite the HRS chapter or section allowing the exemption.

County surcharges on state general excise (GE) tax or Use tax may be visibly passed on but are not required. For more information on county surcharges and the max pass-on tax rate, please visit the Department of Taxation's website at <http://tax.hawaii.gov/geninfo/countysurcharge>.

8.9.4 Federal I.D. No. 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.

8.10 Confidentiality

8.10.1 If an Offeror in good faith considers a portion of an Offer, or

correspondence with the State, to contain confidential information, it shall follow the procedures set forth in Section 4.5 Required Format and Content. Costs included or required to be included in an Offer cannot be confidential and will not be withheld from public access.

8.10.2 Any Offeror may request the nondisclosure of designated trade secrets or other proprietary data it considers confidential. Such request shall be in writing specifically identifying the information or material asserted to be confidential and the justification for confidential treatment. The request shall be submitted with the submission of the Offer. The information or material asserted by the Offeror to be confidential to the Offeror shall be clearly marked and be submitted in or with the Offer in such manner as to be readily separable from the Offer (or remaining portion of the Offer) to facilitate public access to and inspection of the non-confidential portion of the Offer. Total Cost proposals cannot be marked confidential.

8.10.3 Pursuant to HAR §3-122-58, the State will consult with the Attorney General regarding an Offeror's request for confidentiality of part of its Offer. The Attorney General shall determine what portions of the request are confidential under Law and what portions are not, in accordance with HRS Chapter 92F. The State shall communicate the Attorney General's determination to the Offeror in writing. If the request for confidentiality is denied in whole or in part, the information or material deemed to be non-confidential shall be made available as public information unless the Offeror appeals pursuant to HRS § 92F-42(1).

8.11 Redaction by the State

If the State determines, pursuant to HRS §92F-13, that any information or material in an Offer, any written question or submission by a Prospective Offeror, an Offeror or a Contractor, any response to any question or submission from a Prospective Offeror, Offeror or Contractor, and/or any Contract document is not required to be disclosed, then the State shall segregate, or redact, or otherwise cause any such information or material to not be made available as public information.

8.12 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:

Administrative Services Office
Department of Health
1250 Punchbowl Street, Room 310
Honolulu, Hawaii 96813

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

The notice of award, if any, resulting from this solicitation shall be posted on the State of Hawaii electronic procurement site.

8.13 Notice to Proceed

Work will commence on the official commencement date of September 1, 2024 or upon execution of a contract, whichever is later.

8.14 Contract Execution

The successful Offeror receiving award shall enter into a formal written contract to be signed by the Contractor and returned within ten (10) working days.

No performance or payment bond is required for this contract.

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

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

8.15 Liability Insurance

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

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

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

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (Occurrence form)	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 per accident

Each insurance policy required by this contract (with the exception of the Professional Liability policy), including a Subcontractor's policy, 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."
- 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."

A Waiver of Subrogation shall apply to the General Liability, Automobile Liability, and Worker's Compensation insurance policies and shall be in favor of the State of Hawaii.

Prior to award, the Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this RFP have

been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of the price list and price list extensions, if any, including those of its Subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.

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

The procuring of such required insurance shall not be construed to limit the Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this RFP. Notwithstanding said policy or policies of insurance, the Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this price list.

8.16 Contract Invalidation

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

8.17 Mistakes in Proposals

8.17.1 Mistakes shall not be corrected after awarding of the contract.

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

8.17.3 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.

8.17.4 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 before award 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 the price, quality, or quantity. If discussions are not held or if the 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 the price, quality or quantity.

8.18 Modification Prior to Submittal Deadline or Withdrawal of Offers

- 8.18.1** The Offeror may modify or withdraw a proposal before the proposal due date and time.
- 8.18.2** Any change, addition, deletion of attachment(s), or data entry of an Offer may be made prior to the deadline for submittal of offers.

8.19 Contract Changes – Unanticipated Amendments

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

Contractor will not commence additional work until the Contract Administrator has secured the required State approvals necessary for the amendment and an executed written contract amendment has been issued.

8.20 Re-execution of Work

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