

**Department of Human Services
Division of Vocational Rehabilitation
Disability Determination Branch**

RELEASE DATE: November 18, 2019

**STATE OF HAWAII
DEPARTMENT OF HUMAN SERVICES
REQUEST FOR PROPOSALS
Solicitation RFP# HMS-238-IT-20-25**

Information Technology Support Services

OFFERS ARE DUE AT 2:30 PM (HST)

WEDNESDAY DECEMBER 18, 2019

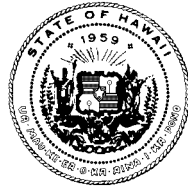
(OR SUCH LATER DATE AS MAY BE ESTABLISHED BY THE STATE OF HAWAII BY AN ADDENDUM TO THIS RFP)

BY SUBMISSION TO:

DISABILITY DETERMINATION BRANCH
ATTN: VIKKI NAKAMURA, CONTRACT ADMINISTRATOR
1580 MAKALOA STREET, STE. 660
HONOLULU, HI 96814

DIRECT ALL QUESTIONS RELATING TO THIS SOLICITATION TO:

VIKKI NAKAMURA
TELEPHONE: (808) 979-7013
E-MAIL ADDRESS: VIKKI.NAKAMURA@SSA.GOV.



STATE OF HAWAII
DEPARTMENT OF HUMAN SERVICES
DIVISION OF VOCATIONAL REHABILITATION
DISABILITY DETERMINATION BRANCH
P. O. BOX 2458
HONOLULU, HAWAII 96804

REQUESTS FOR PROPOSALS

Information Technology Support Consultation Services RFP# HMS-238-IT-20-25

The Department of Human Services, Division of Vocational Rehabilitation (DVR), Disability Determination Branch (DDB) is requesting proposals from qualified applicants to provide information technology support consultation services to the DDB.

The Disability Determination Branch (DDB) makes medical determinations on disability claims filed with the Social Security Administration (SSA) under the Disability Insurance (SSDI) and Supplemental Security Income (SSI) programs.

The contract term will be from **February 1, 2020 through September 30, 2025**. Multiple contracts may be awarded under this request for proposals.

Proposals must be postmarked before midnight on **December 18, 2019** at the drop off site that is designated on the following page.

Proposals postmarked after midnight (HST) on **December 18, 2019** will not be considered and will be returned to the applicant. There are no exceptions to this requirement.

Please be concise and specific in your application. Final contract terms and amounts will be negotiated. Please submit your application to:

Any inquiries and requests regarding this RFP should be directed to Vikki Nakamura at 1580 Makaloa Street, Ste. 660 Honolulu, HI 96814, Telephone: (808) 979-7013, Fax: (808) 973-1399, or e-mail: Vikki.Nakamura@ssa.gov You may be contacted for additional information relating to your application.

PROPOSAL MAIL-IN AND DELIVERY INFORMATION SHEET

ONE ORIGINAL AND TWO COPIES OF THE APPLICATION ARE REQUIRED

ALL MAIL-INS POSTMARKED AFTER 12:00 MIDNIGHT (HST) **December 18, 2019** WILL NOT BE ACCEPTED FOR REVIEW AND WILL BE RETURNED.

Mail-in Site:

DHS/DVR/Disability Determination Branch
Attn: Vikki Nakamura, Contract Administrator
1580 Makaloa Street, Ste. 660
Honolulu, HI 96814

ALL HAND DELIVERIES SHALL BE ACCEPTED AT THE FOLLOWING SITE UNTIL **2:30 PM (HST), December 18, 2019**. Deliveries by private mail services such as FEDEX shall be considered hand deliveries. Hand deliveries shall not be accepted if received after **2:30 PM (HST), December 18, 2019**.

Hand Delivery Drop-off site:

DHS/DVR/Disability Determination Branch
Attn: Vikki Nakamura, Contract Administrator
1580 Makaloa Street, Ste. 660
Honolulu, HI 96814

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SECTION ONE

INTRODUCTION, TERMS AND ACRONYMS, KEY DATES

1.1 INTRODUCTION

The Department of Human Services Division of Vocational Rehabilitation Disability Determination Branch is requesting proposals to provide information technology support consultative services to the Disability Determination Branch (DDB).

1.2 CANCELLATION

The Request for Proposals (RFP) may be cancelled and any or all proposals rejected in whole or in part, without liability to the State, when it is determined to be in the best interest of the State.

1.3 TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION

BAFO	=	Best and Final Offer
CPO	=	Chief Procurement Officer
DAGS	=	Department of Accounting and General Services
DDB	=	Disability Determination Branch
GC	=	General Conditions, issued by the Department of the Attorney General
GET	=	General Excise Tax
GP	=	General Provisions
Procurement Officer	=	The contracting officer for the State of Hawaii, State Procurement Office
State	=	State of Hawaii, including its departments, agencies, and political subdivisions
SSA	=	Social Security Administration

1.4 AUTHORITY

This Request for Proposals (RFP) is issued under the provisions of the Hawaii Revised Statutes, Chapters 103 and 103D. All prospective applicants are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any prospective applicant shall constitute admission of such knowledge on the part of such prospective applicant.

1.5 RFP 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:

Event	Due Date
Release of Request for Proposals	Monday November 18, 2019
Due date to Submit Questions	Monday December 2, 2019
State's Response to Questions*	Friday December 13, 2019
Proposals Due date/time	Wednesday December 18, 2019
Proposal Evaluations	Week of December 23, 2019
Discussion with Priority Listed Offerors (if necessary)	Week of December 30, 2019
Best and Final Offer (if necessary)	Friday January 10, 2020
Notice of Award	Week of January 13, 2020
Contract Start Date	February 1, 2020

1.6 QUESTIONS AND ANSWERS PRIOR TO OPENING OF PROPOSALS

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

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

1.7 SUBMISSION OF PROPOSALS

- A. Confidential Information. If an applicant believes any portion of a proposal contains information that should be withheld as confidential, the applicant shall request in writing nondisclosure of designated proprietary data to be confidential and provide justification to support confidentiality. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal to facilitate eventual public inspection of the non-confidential sections of the proposal.
- B. Forms/Formats. Forms, with the exception of program specific requirements, may be found on the State of Hawaii Departmental websites. Refer to the Section 5, Proposal Application Checklist for the location of program specific forms.

- C. Proposal Submittal. All mail-ins shall be postmarked by the United States Postal System (USPS) and received by the State purchasing agency no later than the submittal deadline indicated on the attached Proposal Mail-in and Delivery Information Sheet, or as amended. All hand deliveries shall be received by the State purchasing agency by the date and time designated on the Proposal Mail-In and Delivery Information Sheet, or as amended. Proposals shall be rejected when:
 - 1. Postmarked after the designated date; or
 - 2. Postmarked by the designated date but not received within 10 days from the submittal deadline; or
 - 3. If hand delivered, received after the designated date and time.
- D. The number of copies required is located on the Proposal Mail-In and Delivery Information Sheet. Deliveries by private mail services such as FEDEX shall be considered hand deliveries and shall be rejected if received after the submittal deadline. Dated USPS shipping labels are not considered postmarks.
- E. Electronic proposals will not be accepted. Proposals submitted by e-mail, website, or other electronic means (diskettes, CD, memory sticks, etc.) will not be permitted.

1.8 DISCUSSIONS WITH APPLICANTS

- A. Prior to Submittal Deadline. Discussions may be conducted with potential applicants to promote understanding of the purchasing agency's requirements.
- B. After Proposal Submittal Deadline. Discussions may be conducted with applicants whose proposals are determined to be reasonably susceptible of being selected for award, but proposals may be accepted without discussions, in accordance with HAR §3-143-403.

1.9 OPENING OF PROPOSALS

Upon the state purchasing agency's receipt of a proposal at a designated location, proposals, modifications to proposals, and withdrawals of proposals shall be date-stamped, and when possible, time-stamped. All documents so received shall be held in a secure place by the state purchasing agency and not examined for evaluation purposes until the submittal deadline.

Procurement files shall be open to public inspection after a contract has been awarded and executed by all parties.

1.10 ADDITIONAL MATERIALS AND DOCUMENTATION

Upon request from the state purchasing agency, each applicant shall submit additional materials and documentation reasonably required by the state purchasing agency in its evaluation of the proposals.

1.11 RFP AMENDMENTS

The State reserves the right to amend this RFP at any time prior to the closing date for final revised proposals.

1.12 FINAL REVISED PROPOSALS

If requested, final revised proposals shall be submitted in the manner and by the date and time specified by the state purchasing agency. If a final revised proposal is not submitted, the previous submittal shall be construed as the applicant's final revised proposal. The applicant shall submit only the section(s) of the proposal that are amended. After final revised proposals are received, final evaluations will be conducted for an award.

1.13 CANCELLATION OF REQUEST FOR PROPOSAL

The RFP may be canceled and any or all proposals may be rejected in whole or in part, when it is determined to be in the best interest of the State.

1.14 COSTS FOR PROPOSAL PREPARATION

Any costs incurred by applicants in preparing or submitting a proposal are the applicants' sole responsibility.

1.15 REJECTION OF PROPOSALS

The State reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the problems involved and comply with the service specifications. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be rejected without further notice.

A proposal may be automatically rejected for any one or more of the following reasons:

1. Rejection for failure to cooperate or deal in good faith. (HAR §3-141-201)
2. Rejection for inadequate accounting system. (HAR §3-141-202)
3. Late proposals (HAR §3-143-603)
4. Inadequate response to request for proposals (HAR §3-143-609)
5. Proposal not responsive (HAR §3-143-610(a)(1))
6. Applicant not responsible (HAR §3-143-610(a)(2))

1.16 NOTICE OF AWARD

A statement of findings and decision shall be provided to each responsive and responsible applicant by mail upon completion of the evaluation of competitive purchase of service proposals.

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

No work is to be undertaken by the provider(s) awarded a contract prior to the contract commencement date. The State of Hawaii is not liable for any costs incurred prior to the official starting date.

SECTION TWO

BACKGROUND AND SCOPE OF WORK

2.1 PROJECT OVERVIEW AND HISTORY

The Disability Determination Branch (DDB) is an agency that makes determinations of disability under Titles II, XVI, and XIX of the Social Security Act under contract with the Social Security Administration (SSA).

The disability determination process requires consultation services from qualified professionals to perform activities and function as technical expert in all aspects of DDB systems administration, hereinafter referred to as IT Consultant, on an ongoing basis in order to support the disability determination function.

2.2 SCOPE OF WORK

The contractor will serve as Information Technology Consultant to the DDB at 1580 Makaloa Street, Suite 660, Honolulu, Hawaii 96814 several times a week as specified in the contract.

Individual schedules shall be established to ensure a timely flow of cases to meet SSA's workload expectations for the DDB. The number of hours provided must be sufficient to allow a consultant to attain and maintain knowledge of SSA systems and security requirements, in addition to providing systems support and consultation services.

All consulting work is performed in a standard office setting. Approximately 75% of the IT support functions may be completed from a remote location provided that SSA's systems security requirements are met and approximately 25% of the work must be completed on site in the DDB.

All DDS work relies on customized disability case processing applications unique to SSA and DDB, including multiple federal systems, case analysis application tools, document management architecture, and national disability determination databases. The IT Consultant must possess technical expertise in the areas of LAN administration, operating systems, network infrastructure and expertise in SSA's electronic disability claims processing system.

The DDB currently employs Microsoft Windows as its software platform, Exchange Server as its email application, the Microsoft Suite of Office applications, and MicroPact Toronto as its disability case processing system. In addition, there are UNIX databases and EMC storage hardware and miscellaneous LAN and Client/Server hardware and configurations, which require support.

1. The major responsibilities include the following:

- A. The IT Consultant shall provide infrastructure management, as well as consultation support, for all hardware and software. All technical support will be provided for Outlook/Exchange hardware and software, Server 2012/2016 RS enterprise 64 bit, WIN 7/WIN 10 – 32/64 bit and Unix database servers, disk arrays, communication devices and lines, IWS/LAN server diagnostics, EMC storage devices, Cisco routers, and Ethernet switches.
- B. Support that includes system analysis must be provided for client/server applications, LAN system configurations, printer configurations, server diagnostic, network development and software. In addition, LAN support shall be provided for future initiatives as they are deployed. The IT Consultant shall be responsible for all aspects of DDB projects involving systems upgrades and enhancements, including user needs analyses (UNA), systems requirements, as well as testing and implementation of new software
- C. The IT Consultant shall also be responsible for training DDB personnel in specific troubleshooting techniques, process documentation, and monitoring, testing and analyzing all hardware and software in support of the various SSA Client/Server initiatives. The IT Consultant must have the skills necessary to communicate effectively with individuals with varying degrees of systems skills as well as varying levels of authority. Duties are performed independently and under the general direction of the DDB Administrator.

2. Specific objectives to be achieved

- A. Hardware: perform troubleshooting to isolate workstation or server connectivity issues and problems in a multiple domain environment and provide all phases of support.
- B. Software: install agency-approved software on multiple platforms and perform software application troubleshooting. Leads user acceptance testing for all DDB application upgrades.
- C. Technical Support: provide daily monitoring of the network infrastructure, and immediate support in problem determination and resolution. Corrects data errors resulting from critical interfaces with federal and state systems
- D. Problem Reporting and Consultation: assist end-user in resolution of hardware and software problems that includes problem support for the infrastructure, and LAN configurations issues.
- E. Training: provide training for DDB personnel in troubleshooting techniques, process documentation, and monitoring, testing and analyzing all hardware and software. Provide training to system users on software enhancements as needed.
- F. Systems Security: control access to federal Social Security disability systems in compliance with federal and state requirements.

3. Specific performance requirements

A. Hardware

1. Provide support and troubleshoot hardware operating with in-house developed client server applications and Agency-standard operating system software in the SSA Enterprise Network environment.
2. Perform day-to-day operations necessary for effective hardware operation. This includes daily database initialization, monitoring the health of the client/server equipment and data flow through Outlook/Exchange, database, storage and the AD servers.
3. Perform daily checks on overnight hardware functionality and troubleshoot as necessary.
4. Provide troubleshooting to isolate workstation or server connectivity issues and hardware problems.
5. Provide problem analysis for all types of hardware, as they perform within the DDB infrastructure, and coordinate the activities necessary for problem resolution.
6. Receive, relocate, reconfigure and install equipment cabinets according to building and DDB requirements.
7. Install, remove, relocate, connect, and disconnect network cabling as required.
8. Rack, stack, mount, dismantle, and remove IT equipment within cabinets.
9. Execute equipment-excessing procedures according to Agency and local building requirements.

B. Software

1. Provide support and troubleshoot in-house developed client server applications in the SSA Enterprise Network environment.
2. Install and/or reinstall Agency approved software on multiple platform disciplines resident in the DDB.
3. Perform day-to-day operations necessary for effective software operation, coordinating prompt and appropriate problem resolution.
4. Provide troubleshooting to isolate workstation or server connectivity issues and software application problems.
5. Leads user acceptance testing for all DDB application upgrades; documents and reports issues; oversees resolution and ensures successful implementation.

C. Technical Support

1. Provide support and problem resolution for Microsoft Windows server and workstation, Microsoft BackOffice products including SCCM, SNA Server, and Exchange.
2. Provide support using common Microsoft Administration utilities such as Dell Open Manage, Server Manager, Active Directory Users, and Computers and Performance Monitoring.
3. Provide proactive problem resolution for continuous improvement of daily operations in the remote office, using network management utilities such as SMS.
4. Resolve problems in the client server area by using the TCP/IP suite of protocols (PING, TRACERT, TELNET, etc.).
5. Corrects data errors resulting from critical interfaces with federal and state systems

D. Problem Reporting and Consultation

1. Identify, report, and resolve hardware and software problems and document in CAPRS.
2. Compile and update institutionalized procedures and responsibilities used to resolve problems.
3. Provide consultations at the place and times necessary to allow for interaction with DDB Administrator and other staff. Some flexibility will be allowed to accommodate for emergencies, etc.
4. During periods of critical/time sensitive workloads, the IT consultant may be required to work extra hours, and weekend support may be required.
5. The IT Consultant may be required to carry an on-call smart phone provided by the DDB.
6. Travel may be necessary.

E. Training

1. Provide on-the-job training to select DDB staff on troubleshooting and problem resolution in the SSANet environment.
2. Provide on-the-job training to select DDB staff on hardware specific issues to the SSANet environment.
3. Prepare and conduct formal training on procedures, new applications, and software enhancements, as needed.
4. Advise application users on complex business and program issues through knowledge and interpretation of SSA and DDB policies and best practices.
5. Collaborate on process improvement planning.

F. Systems Security: Controls access to federal Social Security disability systems in compliance with federal and state requirements.

1. Control access to LAN resources and data based upon official business "Need to Know" and limited to the "Least Privilege" access required for performing job functions. Disable access for DDB staff in compliance with federal and state requirements.
2. Monitor use of systems profiles with access to sensitive systems commands in compliance with federal and state requirements.
3. Complete reoccurring review of DDB compliance with SSA's Platform Security Policy and timeframes established by SSA.
4. Make requests for exceptions to the required platform security settings, and maintains required documentation.
5. Provide input to security plans for DDS systems, facilities, staff, and confidentiality of client information, including risk assessment and mitigation.
6. Make recommendations for DDS continuity of operations, disaster preparedness, and staff safety planning.

2.3 Suitability

All Applicants selected for further consideration in the process will be subject to a suitability check consisting of a federal background check.

Suitability is a personnel/hiring concept that refers to whether the identifiable character traits and conduct of an individual may reasonably be expected to either interfere with or prevent effective performance in the position for which he or she is being considered, or prevent effective performance of the duties and responsibilities of the employing agency.

Suitability is distinguishable from a person's ability to fulfill job qualification requirements as measured by experience, education, knowledge, skills and abilities. The need for suitability involves SSA's responsibility to safeguard our records, data, systems, and premises, and thereby protect the public trust and national security interests.

Minimum Requirement for DDB Suitability—Federal Background Check

SSA requires that all prospective full- or part-time DDB employees and contractors, including IT consultants complete a federal background check, including FBI fingerprinting, credit review, and background investigation performed by the federal Office of Personnel Management. These checks must be completed prior to authorization of systems access.

Completion of the following forms on will be required to perform the suitability investigation:

[Optional Form 306](#)

[Standard Form 85P](#)

[Fair Credit Reporting Act Authorization](#)

3 Other requirements

Those selected must:

- A. Be able to furnish proof of current and appropriate licenses and professional certifications.
- B. Not be excluded, suspended or otherwise barred from participation in any Federal program.
- C. Be able to furnish required documents of compliance with all state all laws governing entities doing business in the State.
- D. The Contractor may be required to travel in performance of orders issued under this contract. Contractor shall be reimbursed actual cost of all travel conducted while providing the services in accordance with statements of work. Allowable travel and per diem charges will be agreed upon at the time work is requested. Thus, all travel shall be pre-approved.

The Contractor shall perform all travel necessary to accomplish the tasks contained in a task order. At a minimum, the Contractor shall be prepared to travel in conjunction with studies, vendor site visits, and to provide support at meetings. All travel requirements shall be approved in advance by the Purchasing Entity. The Contractor shall be responsible for making all travel arrangements. Costs for transportation may be based upon mileage rates, actual costs incurred, or a combination thereof, provided the method used results in a reasonable charge. Travel costs shall be considered reasonable and allowable only to the extent that they do not exceed, on a daily basis, the maximum established per diem rates in effect at the time of the travel.

- E. The Contractor shall provide quality services/products and management oversight of all processes. The Contractor shall provide accurate data/reports and meet task order objectives, with emphasis on overall success and positive impact to the acquisition program and organizational mission. The Contractor shall provide for the management and support of personnel, to include training, guidance, and supervision of qualified personnel to accomplish the task order.

2.4 AMOUNT OF THE CONTRACT

The total dollar amounts of the individual contracts will depend on the intervals and duration of consultative services to be provided.

2.5 TERM OF CONTRACT

The contract shall be for a period of five (5) years and is intended to begin approximately on February 1, 2020 and end on September 30, 2025, subject to availability of work, funding and satisfactory performance. Multiple contracts may be awarded under this request for proposals.

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

Unless terminated, the Contractor and the State may extend the term of the contract for five (5) additional 12-month periods or portions thereof without the necessity of re-soliciting, upon mutual agreement in writing at least sixty (60) days prior to the expiration of the contract. The contract price or commission paid to the Contractor for the extended period shall remain the same or as described in the offer.

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

2.6 FEE SCHEDULE

Fees are fixed at \$52.20 per hour, plus taxes, and are not subject to negotiation.

2.7 METHOD OF PAYMENT

Payment will be made for each monthly period upon the IT Consultant's presentation of invoice in triplicate (original plus two copies), specifying, to the satisfaction of the State, the amount due, including schedule of hours worked and travel expenses incurred, as well as certifying that the Consultant is entitled to receive the amount requisitioned.

2.8 CONTRACT ADMINISTRATOR

For the purposes of this contract, Vikki Nakamura, Branch Administrator, (808) 979-7013, or authorized representative, is designated the Contract Administrator.

SECTION THREE

PROPOSAL REQUIREMENTS

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 Disability Determination Branch 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. Contractor is advised that they are liable for the Hawaii GET at the current 4.5% for sales made on Oahu, and at the 4% rate for the islands of Hawaii, Maui, Molokai, and Kauai. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.
- 3.4.2 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.

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

- 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.

3.10 PROPOSAL CONTENTS

Provide all of the information requested in this RFP in the order specified:

3.10.1 Proposal Application Checklist

The checklist provides applicants specific program requirements, reference and location of required RFP proposal forms, and the order in which all proposal components should be collated and submitted to the state purchasing agency.

3.10.2 Offer Form, Page OF-1.

Offer Form, OF-1 is required to be completed using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable, in the appropriate space on Offer Form, OF-1 (SECTION SIX, 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.

3.10.3 Professional Qualifications Form

Information provided on this form will be reviewed to address proposal requirements and to determine information related to the evaluation criteria in Section 4.

3.10.4 Letter of Interest

The letter should state your interest in serving as a consultant for DDB. In addition, the letter should include any information related to the evaluation criteria in Section 4 which are not covered by other documents submitted.

- A. Ability to meet the needs of the Purchasing Agency Experience
- B. Experience
- C. Knowledge, Skills and Abilities
- D. Proposal including an overall strategy, timeline, capacity, additional costs and plan.

3.10.5 Current Vitae

A current Curriculum Vitae (CV) should describe relevant education and professional training required to perform the functions of IT Consultant. The description shall include all relevant professional experiences. Please provide copy/proof of licensures and/or certifications.

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 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.

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) Ability to Meet the Needs of the Disability Determination Branch (Maximum of 50 points)

- a. Capacity and reliability to sufficiently allow the IT consultant to attain and maintain knowledge of the SSA systems and security requirements, in addition to providing technical support on time sensitive resolutions to major incidents (i.e. incidents having an impact on a large group of users where remediation is considered urgent): Will be assessed based on past performance and/or information provided by applicant and/or people who know applicant. (10 points)
- b. Ability to interact/communicate effectively with the Disability Determination Branch Administrator, other DDB or State Parent Agency staff, and SSA: Will be evaluated based on past performance and/or information provided by applicant and/or people who know applicant. (10 points)
- c. Supervisory experience, skills/aptitude. Will be rated on experience as an IT Manager at any disability evaluation agency and/or information provided by the applicant and/or people who know applicant. (10 points)
- d. Ability to analyze complex activities, issues, and situations to identify problems, draw logical conclusions and develop necessary recommendations: Will be assessed based on past performance and or information provided by applicant and/or people who know applicant. (10 points)
- e. Proactively drafts operational, installation and upgrade processes and procedures. (10 points)

2) Experience (30)

Applicants will be evaluated based on the number of years of experience in:

- a. Providing satisfactory IT consultative support services in customized disability case processing applications unique to SSA and DDB, including multiple federal systems, case analysis application tools, document management architecture, and national disability determination databases.

- b. Technical expertise in the areas of LAN administration, mainframe operations, operating systems, network infrastructure and expertise in SSA's electronic disability claims processing system, the largest and one of the most complex electronic medical records systems in the world.
- c. Project planning and implementation involving systems upgrades and enhancements, including user needs analyses (UNA), systems requirements, testing and implementation of new software

3) Knowledge, Skills and Abilities (20)

The applicant's knowledge of the following will be assessed: Knowledge of

- a. Technical expertise in the areas of LAN administration, operating systems, network infrastructure. The DDB currently employs Microsoft Windows as its software platform, Exchange Server as its email application, the Microsoft Suite of Office applications. In addition, there are UNIX databases and EMC storage hardware and miscellaneous LAN and Client/Server hardware and configurations, which require support.
- b. Knowledge of DDS programs and operations, and the systems that support them, including integration and interfaces with Social Security and other IT and operational partners.
- c. Thorough knowledge of Social Security Disability continuity of operations, disaster recovery and systems security policies for DDS.
- d. Considerable knowledge of all technology software and systems as they relate to what the DDS staff and contractors need to know to do their jobs - to include knowledge of network and MS office products.
- e. Thorough knowledge of Agency, State and Federal confidentiality laws, as well as security, and necessary access policies as they pertain to DDS clients and data.
- f. Ability to communicate effectively and present complex concepts, analyses and solutions to a wide range of audiences, both orally and in writing.
- g. Ability to set priorities and manage multiple critical projects with shifting priorities and tight deadlines
- h. Ability to facilitate and work effectively and collaboratively on a team.
- i. Ability to develop and conduct training.
- j. Strong organizational abilities and ability to work independently.

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

Rating	
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 requirement(s) is met.
1 – Poor	The criterion is inadequately addressed, Offeror demonstrates only 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 requirement(s) are met. No errors in technical writing.

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

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

SECTION FIVE

CONTRACTOR SELECTION AND CONTRACT AWARD

5.1 EVALUATION OF PROPOSALS

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

Prior to holding any discussion, a priority list shall be generated consisting of offers determined to be acceptable or potentially acceptable. However, proposals may be accepted without such discussions.

If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may limit the priority list to the three highest ranked, responsible Offerors.

5.2 DISCUSSION WITH PRIORITY LISTED OFFERORS

The State may invite priority listed Offerors to discuss with 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 *RFP 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.

5.3 AWARD OF CONTRACT

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

5.4 RESPONSIBILITY OF OFFERORS

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

1. Chapter 237, 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.

The State will verify compliance on Hawaii Compliance Express (HCE).

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

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

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

5.5 PROPOSAL AS PART OF THE CONTRACT

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

5.6 PUBLIC EXAMINATION OF PROPOSALS

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

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

5.7 DEBRIEFING

Pursuant to HAR §3-122-60, a non-selected Offeror may request a debriefing to understand the basis for 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 written request.

Any protest by the requestor following a debriefing, shall be filed within five (5) working days, as specified in HAR §103D-303(h).

5.8 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:

DHS/DVR/Disability Determination Branch
Attn: Vikki Nakamura
1580 Makaloa Street, Ste. 660
Honolulu, HI 96814

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

The notice of award, if any, resulting from this solicitation shall be posted on the Procurement Awards, Notices and Solicitations (PANS), which is available on the SPO website: <http://www.hawaii.gov/spo2/source/>.

5.9 APPROVALS

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

5.10 CONTRACT EXECUTION

Successful Offeror receiving award shall enter into a formal written contract in the form as in Exhibit B. No performance or payment bond is required for this contract.

No work is to be undertaken by the Contractor prior to the effective date of contract. 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 supplement to the contract for the additional extension period.

5.11 INSURANCE

5.11.1 Prior to the contract start date, the Contractor shall procure at its sole expense and maintain insurance coverage acceptable to the State in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor 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.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor.

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

Professional Liability shall be required from vendors providing professional services requiring a license to conduct its business such as an engineer, architect, accountant, lawyer, information technology services etc.

Each insurance policy required by this contract (with the exception of the Professional Liability 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 contract and contract extensions, if any. 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 a 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 contract.

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

5.14 CONTRACT INVALIDATION

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

SECTION SIX

ATTACHMENTS AND EXHIBITS

- Attachment 1: PROPOSAL APPLICATION CHECKLIST
- Attachment 2: OFFER FORM, OF-1
- Attachment 3: PROFESSIONAL QUALIFICATIONS FORM
- Attachment 4: OVERVIEW OF RFP PROCESS