

State of Hawaii
Department of Education
Procurement and Contracts Branch
94-275 Mokuola Street, #200
Waipahu, HI 96797
T: (808) 675-0130 F: (808) 675-0133

**Registration Form
For Online Solicitations**

- The Procurement and Contracts Branch (PCB) is not notified when a particular solicitation is viewed or downloaded. Therefore, Offerors interested in responding to this solicitation must first register their participation by completing and submitting this Registration Form.
- The completed Registration Form must be e-mailed or faxed to the PCB Solicitation Contact Person listed below as soon as possible after downloading this solicitation, but in any case, prior to the deadline for offers.
- Only Offerors who are registered will be forwarded addenda and/or other notices related to this solicitation when issued, if any. Failure to register may result in the Offeror not receiving addenda and/or other solicitation related notices, and such offers may therefore be rejected, and not considered for award.
- Failure of the Offeror to receive any such addenda shall not relieve the Offeror of any obligation under this solicitation. It remains the responsibility of the Offeror to complete and submit its offer in accordance with the instructions contained in this solicitation, as well as subsequent interpretations and addenda, if any.

Solicitation Information:

Number:	RFP D17-011
Title:	Training and Implementation of Section 504 and Chapter 61 for the Hawaii Department of Education (HIDOE)
Deadline:	2:00 p.m. Hawaii Standard Time, August 31, 2016
Contact Person:	Marie Neilson
Contact's e-mail Address:	Marie_Neilson@notes.k12.hi.us

Offeror Information:

Name of Company Registering:	
Mailing Address:	
Name of Contact Person:	
Contact's e-mail Address:	
Contact's Telephone/Fax:	

DEPARTMENT OF EDUCATION
PROCUREMENT AND CONTRACTS BRANCH

July 28, 2016

REQUEST FOR PROPOSALS

RFP D17-011

SEALED PROPOSALS

TRAINING AND IMPLEMENTATION OF SECTION 504 AND CHAPTER 61
FOR THE HAWAII DEPARTMENT OF EDUCATION
(HIDOE)

will be received up to 2:00 p.m. HST

on

August 31, 2016

at the HIDOE, Procurement and Contracts Branch, Waipahu Civic Center, 94-275 Mokuola Street, Room 200, Waipahu, Hawaii 96797.

Questions relating to this solicitation may be directed to Marie Neilson via telephone at (808)675-0130, via facsimile at (808) 675-0133, or via email at Marie_Neilson@notes.k12.hi.us.

1.0 OVERVIEW OF PROCUREMENT PROCESS

1.1 RFP Organization

This RFP is organized as follows:

- Section 1. Overview of Procurement Process. Provides Offerors with a general overview of the RFP process.
- Section 2. Purpose and Overview. Provides Offerors with general information about the objectives of this project and RFP, and critical success factors.
- Section 3. Scope of Work and Requirements. Provides Offerors with a general description of the tasks to be performed, delineates HIDOE and Contractor's responsibilities, stipulates Offeror qualifications, and defines deliverables.
- Section 4. Proposal. Describes the required format and content for the Offeror's submittal, and establishes requirements for the Price Proposal.
- Section 5. Proposal Evaluation. Describes how proposals will be evaluated by the HIDOE.
- Appendix A. Proposal Identification and Information Form
- Appendix B. Offeror Reference Form
- Appendix C. Contract Minimum and Special Conditions
- Appendix D. State's General Conditions

1.2 Procurement Authority

This procurement is being conducted as a competitive sealed proposals procurement in accordance with the procedures set forth in §103D-303 of the Hawaii Revised Statutes (HRS) and Title 3, Subtitle 11, Chapter 122, Subchapter 6 of the Hawaii Administrative Rules (HAR). The relevant provisions of §103D, HRS, and their associated HAR, are incorporated by reference and made a part of this RFP.

1.3 Issuing Office and Contact Person

The following person from the issuing office listed below is the sole point of contact for this RFP. Communication with any other contact person from the date of release of this RFP until the selection of the successful Offeror(s) without approval, may result in disqualification.

RFP Point of Contact: Marie Neilson
email: Marie_Neilson@notes.k12.hi.us
Phone: (808) 675-0130
Fax: (808) 675-0133

Issuing Office:
State of Hawaii Department of Education (HIDOE)
Procurement and Contracts Branch
Waipahu Civic Center
94-275 Mokuola Street, Room 200
Waipahu, Hawaii 96797

1.4 Procurement Timetable

Except as noted, the following schedule represents the HIDOE's best estimate. All times indicated are Hawaii Standard Time (HST). If any component of this schedule is delayed, the rest of the schedule will likely be amended by the same number of days, however the HIDOE reserves the right to amend or revise the timetable without prior written notice when such revision or amendment is in the HIDOE's best interest.

Public Notice announcing Request for Proposals (RFP)	July 28, 2016
Pre-Proposal Conference	not applicable
Deadline for submission of written questions	On or before 4:00 p.m., August 8, 2016
HIDOE's responses to written questions	On or about August 12, 2016
Proposals due at: HIDOE Procurement and Contracts Branch (PCB) Waipahu Civic Center 94-275 Mokuola Street, Room 200 Waipahu, Hawaii 96797 THERE ARE NO EXCEPTIONS TO THIS PROPOSAL DUE DATE UNLESS THE DATE IS AMENDED IN WRITING BY THE PROCUREMENT AND CONTRACTS BRANCH.	2:00 p.m., August 31, 2016
Evaluation of Proposals	August 31, 2016 – September 30, 2016
Determination of Priority-Listed Offerors (if necessary)	On or about September 14, 2016
Priority-listed Offerors notified to schedule presentation to HIDOE (if necessary)	On or about September 15, 2016
Best and Final Offers (if necessary)	On or about September 21, 2016
Contractor(s) Selected	On or about September 23, 2016
Contract Award	On or about October 3, 2016
Contract Commencement Date/Notice to Proceed	On or about October 31, 2016

1.5 Cancellation of RFP; Rejection of Proposals

This RFP may be cancelled 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 HIDOE.

1.6 Required Review/Written Questions

It is the Offeror's responsibility to carefully review this solicitation for defects and questionable or objectionable matter. Solicitation documents include this RFP, any attachments, plans referred to herein, and any other relevant documentation.

Comments concerning defects, discrepancies, omissions, questionable or objectionable matter, or questions related to this RFP must be made in writing to allow issuance of any necessary amendments to the RFP. It will also help prevent exposure of Offeror's proposal prepared in response to a defective or inaccurate solicitation upon which award could not be made.

Comments related to this solicitation shall be communicated in writing to the RFP contact person identified via fax or e-mail by the date and time established for submission of written questions to ensure an official response. The HIDEOE will not respond to verbal or informal questions.

Such comments shall contain pertinent information to identify the prospective Offeror, its telephone number, e-mail address, the RFP number, as well as reference to the specific page, section, and/or paragraph as applicable.

The response to the prospective Offerors' written questions received by the scheduled date shall be compiled, shall omit reference to the source(s) of the questions, shall be issued as an addendum to the RFP, and shall become a part of the RFP. The HIDEOE will publish the questions as they are submitted including any background information provided with the question. The HIDEOE at its sole discretion may omit questions which may be combined or paraphrase questions and background content for clarity.

The HIDEOE's responses shall be communicated in writing via published addenda to this RFP. Offerors who have submitted an RFP Registration Form will receive notification of any addenda from the date the Registration Form is received. The HIDEOE is not responsible for delays or non-receipt of such responses or any communications by the prospective Offerors.

If an Offeror submits a question after the scheduled date, the HIDEOE may answer the question but does not guarantee that the answer will be provided prior to the Proposal due date.

1.7 RFP Addenda

The HIDEOE reserves the right to amend this RFP at any time prior to the closing date for best and final offers. All addenda issued shall be incorporated into the resulting contract. Failure of any Offeror to complete and submit an RFP Registration Form or receive any such addenda or interpretations shall not relieve the Offeror of any obligation under this solicitation.

1.8 Notice of Intent to Offer (Letter of Intent)

A notice of intent to submit a Proposal is NOT required.

1.9 Deadline for Proposals

Proposals shall be received only until the hour and date set for the opening. Whether or not proposals are opened exactly at the established deadline, none will be received after that time. Proposals received after the deadline shall be rejected and returned unopened. Timely receipt of offers shall be evidenced by the date and time registered by the Procurement and Contracts Branch's time stamp clock.

1.10 Proposal Opening

Proposals shall not be opened publicly, but shall be opened in the presence of two or more procurement officials. The register of proposals and Offerors' proposals shall be open to public inspection upon posting of the award.

1.11 Disqualification of Offers

The HIDOE reserves the right to consider as acceptable only those proposals submitted in compliance with all the requirements set forth in this RFP and which demonstrate an understanding of the issues involved and the scope of work.

An Offeror shall be disqualified, and the Offeror's Proposal shall be rejected for any one or more of the following non-exclusive reasons as solely determined by the HIDOE:

1.11.1 Proposal received after specified deadline.

1.11.2 Proposal not properly completed as required herein or containing any unauthorized additions or deletions, defects including but not limited to irregularities of any kind which may make the Proposal incomplete, indefinite, or ambiguous as to its meaning (e.g. un-initialed erasures, prices which are obviously unbalanced).

1.11.3 A Proposal which is incomplete or conditional proposals including but not limited to a Proposal which includes any other set of terms and conditions, or any terms or conditions contradictory to those included in this RFP.

1.11.4 A Proposal signed by other than an authorized individual, or a Proposal not containing an original signature in ink.

1.11.5 A faxed or electronically submitted proposal will not be accepted or acknowledged.

1.11.6 More than one Proposal from an individual, firm, corporation or joint venture under the same or different names (Offeror), whereby all proposals from the Offeror shall be rejected.

1.11.7 Evidence to the HIDOE's sole satisfaction of collusion among Offerors, lack of responsibility and cooperation to HIDOE requests during the RFP process or as shown by past work, being in arrears on existing contracts with the State of Hawaii, or defaulting on previous contract(s).

1.11.8 Failure to possess proper licenses, facilities, equipment or sufficient experience to provide the proposed solution or to perform the work contemplated.

1.11.9 Evidence of any noncompliance with any applicable law or rule.

1.12 Proposal Evaluation

The HIDOE will conduct a comprehensive, fair, and impartial evaluation of the proposals it receives in response to this RFP. Refer to Section 5 of this RFP for specific requirements and RFP D17-011

details of the process.

1.13 Proposal as Part of the Contract

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

1.14 Additional Terms and Conditions

The HIDOE reserves the right to add terms and conditions during contract negotiations, if any. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

1.15 Offer Acceptance Period

The HIDOE's acceptance of a proposal, if any, will typically be made within ninety (90) calendar days after the opening of proposals. Prices quoted by the Offeror shall therefore remain firm for ninety (90) calendar days from the receipt of proposals.

1.16 Contract and Performance Period

The CONTRACTOR receiving the award shall be required to enter into a formal written contract. Upon execution of contract, the HIDOE will issue a notice to proceed and a fully executed copy of the contract to the CONTRACTOR. No work will be undertaken by the CONTRACTOR prior to the commencement date specified on the contract as the HIDOE is not liable for any work, contract costs, expenses, loss of profits, or any damages whatsoever incurred by the CONTRACTOR prior to official starting date.

1.16.1 Contract Term

The Contract shall commence [upon final execution by the Superintendent](#) and shall end on May 30, 2017.

1.16.2 Contract Renewal

The Contract may be extended for not more than four (4) additional twelve-month periods, i) upon mutual written agreement of the parties, ii) prior to expiration and iii) under the same terms and conditions of the original agreement or as negotiated between the HIDOE and the Contractor. Contract extension(s) shall be contingent upon i) the need for continued services and ii) funding availability beyond the current fiscal year. As each option(s) to extend is mutually agreed upon, the Contractor shall be required to execute a supplement to the Contract for each additional period.

1.16.3 Performance Period

The CONTRACTOR shall complete the work within the time limits specified herein. The time specified herein is the maximum time allowed.

1.17 Contract Award

Award, if any, shall be made to the responsive and responsible Offeror with the highest number

of points, with a minimum of eighty (80) points, and whose proposal the HIDOE deems most advantageous in accordance with the evaluation criteria specified.

1.18 Responsibility of Offerors; Hawaii Compliance Express

The Offeror is advised that if awarded a contract under this RFP, offeror shall, upon award of contract, furnish proof of compliance with the requirements of HRS §103D-310 and HAR § 3-122-112 including:

- Chapter 237, General Excise Tax Law;
- Chapter 383, Hawaii Employment Security Law;
- Chapter 386, Workers' Compensation Law;
- Chapter 392, Temporary Disability Insurance;
- Chapter 393, Prepaid Health Care Act; and One of the following:
 1. Be registered and incorporated or organized under the laws of the State of Hawaii (hereinafter referred to as a "Hawaii business"); or
 2. Be registered to do business in the State of Hawaii (hereinafter referred to as a "compliant non-Hawaii business").

Offeror may demonstrate proof of compliance with the above-referenced requirements by submitting a *Certificate of Vendor Compliance* issued by the Hawaii Compliance Express (HCE) online system to the HIDOE, Procurement and Contracts Branch upon award of a contract. The HCE service allows vendors to register online through a simple wizard interface at <http://vendors.ehawaii.gov>. The *Certificate of Vendor Compliance* provides current compliance status as of the issuance date, satisfies requirements of Chapter 103D-310(c), HRS, and is therefore acceptable for contracting purposes. Contractors that elect to use HCE services are required to pay an estimated annual fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC).

Due to the time required to obtain the required HCE *Certificate of Vendor Compliance*, it is highly recommended that the interested Offeror begin the registration process immediately.

1.19 Failure to Execute Contract; Timely Submission of Certificates

At time of contract award, the above *Certificate of Vendor Compliance* and any other documentation and certification shall be submitted to the HIDOE, Procurement and Contracts Branch as soon as possible or by the deadline established by HIDOE. If a valid certificate or non-compliant documentation is not submitted on a timely basis for award of a contract, award made to an Offeror otherwise responsive and responsible may be annulled.

Failure to execute a contract as required within ten (10) calendar days or such further time as the HIDOE may allow after the Awardee has received the contract for execution shall be just cause for the annulment of the award. HIDOE may award the contract to the next responsible Offeror or may call for other offers, whichever is deemed to be in the best interest of the HIDOE.

1.20 Notification of Award; Non-selected Offeror(s)

Upon award to the successful Offeror(s), the HIDOE shall post publicly, a notice of award which may be viewed at the Issuing Office. Additionally, the HIDOE will provide written notification of the award to any unsuccessful Offeror(s). The HIDOE is not responsible for delays or non-

receipt of such notification. Failure of any Offeror to receive any such notification shall not relieve the Offeror of any obligations or requirements herein.

1.21 Debriefing

The purpose of a debriefing is to inform unsuccessful Offerors of the basis for contract award. An Offeror(s) not selected for contract award shall submit a written request for a debriefing within three (3) working days after the posting of the contract award. The debriefing shall be held, to the maximum extent possible, within seven (7) working days after the posting of the award.

1.22 Protest

Pursuant to §103D-701, HRS and §3-126, HAR, a protest of the solicitation must be made prior to proposal opening, and a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract or within five (5) working days following a debriefing. The notice of award letter(s) resulting from this solicitation shall be posted in the HIDOE Procurement and Contracts Branch at the Waipahu Civic Center, 94-275 Mokuola Street, Room 200, Waipahu, Hawaii 96797.

Any protest pursuant to §103D-701, HRS and §3-126, HAR shall be submitted in writing to the HIDOE's Chief Procurement Officer, c/o Procurement and Contracts Branch at the above address.

2.0 RFP PURPOSE AND OVERVIEW

2.1 Purpose and Introduction

Section 504, Subpart D of the Rehabilitation Act of 1973 (Section 504) is designed to eliminate discrimination on the basis of handicap in any program or activity receiving federal financial assistance. Hawaii Administrative Rules, Chapter 61 (Chapter 61) provides that as a matter of commitment, policy, and compliance with federal and state laws, the HIDOE assures that it will provide an equal educational opportunity to all students with a disability in its jurisdiction, regardless of the nature and severity of the disabilities.

Thus and as a matter of compliance and good educational practice, the HIDOE is obligated to implement the provisions of Section 504 and Chapter 61. Implementation shall be conducted appropriately by educators at the school, district, and state levels and on behalf of Individuals with Disabilities Education Act (IDEA) and/or Section 504 qualified students with disabilities. As Section 504 prohibits discrimination under any department program or activity, training of school and district personnel in its procedures as well as educational practices is imperative to ensure that educators provide equal educational opportunities to students with disabilities.

HIDOE seeks a CONTRACTOR to provide all district staff and school teams who work with students with disabilities, and State level staff an opportunity to participate in an in-depth Section 504 workshop framed by the HIDOE's Comprehensive Student Support System (hereafter referred to as "CSSS"). The CONTRACTOR shall conduct the workshops on Section 504. This will enhance HIDOE educators' understanding and implementation of Section 504 and Chapter 61 to support qualified students with disabilities access to their education.

2.2 Background and Current-State (Environment)

Approximately 1,000 participants attend the annual training sessions that are presented throughout the state. About 25% are first time participants. Topics presented at the annual training sessions are those presented at mainland Section 504 and special education conferences. Conference topics also include local issues and scenarios related to the implementation of Section 504.

3. SCOPE OF WORK; PROJECT AND OFFEROR REQUIREMENTS

Offeror shall provide a narrative describing how the following services will be delivered:

3.1 Scope of Work

- a. Provide training and educational services to district staff and school teams with regard to procedures, policies, rights, and due process for students with disabilities as identified under Section 504 of the Rehabilitation Act of 1973 and Hawaii Administrative Rules Chapter 61 and also as they relate to students under the IDEA.
- b. Conduct workshop preparation to include review of Hawaii state education laws and regulations, including HAR Chapters 61 and 60, which address students with disabilities, the HIDOE's CSSS, and other relevant regular education intervention programs in use in the state, together with court decrees, orders, or decisions pertinent to Hawaii.
- c. Confer with state specialist for Section 504 to ensure that the focus of the sessions will meet the projected needs of the audience.
- d. Conduct workshops that address compliance with Section 504 in the context of federal and state concerns of the issues of identification of students in need of accommodations, special education, and related services within the context of the HIDOE's Comprehensive Student Support System (CSSS) and in light of the renewed federal interest and support for regular education intervention.
- e. Provide quality written materials on each topic addressed; participants shall be free to copy and circulate materials within their schools and districts for subsequent Section 504 trainings that they conduct. Electronic copies of the materials that require duplication will be provided to the HIDOE Comprehensive Student Support Services Section (CSSSS).
- f. Provide additional 504 resource materials, e.g. conference manuals and materials authored by the Offeror, to the HIDOE Comprehensive Student Support Services Section (CSSSS) at no additional charge.
- f. Be available for questions from participants before, during, and after the training, as allowed by Hawaii law and current HIDOE and HI Attorney General protocols. For a period of one (1) year after the event is completed, participants will be able to contact the presenters with their 504 questions through appropriate filters such as the CSSSS 504 Program Manager, or 504 Coordinators or contacts from the various districts directly by email or phone contact at no additional charge for time required in answering calls.
- g. Be responsible for all of their own meals, travel, and transportation arrangements for each meeting venue

3.2 Deliverables:

The nine (9) full-day workshops will be tailored to school/district and state needs and to be held annually during the month of December in the following geographic locales:

Honolulu District
Central District
Leeward District
Windward District
Hawaii District, North and West Complex Areas
Hawaii District, South and East Complex Areas
Maui District
Kauai District
State Student Support Services Branch

3.3 Offeror Qualifications

The purpose of the Offeror Qualifications section is to provide the HIDOE the ability to verify the experience and knowledge claims made in the proposal by the Offeror and to assess the Offeror's prior record in providing services to other organizations.

Minimum Qualifications of the Offeror are as follows:

Failure on the Offeror's part to meet the requirements herein may result in a determination of non-responsiveness and subsequent disqualification of Proposal. These requirements shall remain in effect throughout the entire contact period. Failure to maintain these requirements may result in cancellation of award or early, partial or termination of a contract.

3.3.1 Offeror Reference Checks

Provide a minimum of five (5) references with evidence of workshops the Offeror has conducted in the training and educational services under Section 504 of the Rehabilitation Act of 1973 and Hawaii Administrative Rules Chapter 61 and also as they relate to students under the IDEA.

3.3.2 Offeror Background and Experience

- a. Provide evidence of no less than seven (7) years of experience of providing quality certified training in the proper implementation of Section 504.
- b. Provide evidence of experience using presentation software (e.g. PowerPoint) to engage and inform an audience of fifty to one hundred people
- c. Provide details on how Offeror would provide on-going technical assistance and support to HIDOE CSSSS 504 program manager (afterhours support, availability via phone, email, etc.).
- d. Able to schedule trainings around the department's timeframe.
- e. Provide evidence of familiarity with case studies on national issues and drawing correlations between what is occurring on the national level and what could occur locally.
- f. Provide evidence of the education, training, and qualifications which qualifies the Offeror to perform the services necessary to meet the HIDOE's needs

3.3.3 Permits, Certifications, and Licenses

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

The Offeror shall comply with all business registration requirements prior to commencing work under the contract. Failure to comply with the requirements of this paragraph may be grounds for a Proposal to be rejected, an award of Contract to be cancelled, or the awarded Contract to be terminated.

4. PROPOSAL

4.1 General Requirements

4.1.1 Any and all costs incurred by an Offeror in preparing and submitting a Proposal and conducting discussions, if any, shall be at the Offeror's sole expense and are the Offeror's sole responsibility. This includes the cost of any visits to client references, and HIDOE locations by an Offeror, but does not include any costs incurred by the HIDOE or its representatives for Offeror demonstrations or site visits.

4.1.2 Before submitting a proposal, each Offeror must examine the solicitation documents thoroughly. Solicitation documents include this RFP, any attachments, and any other relevant documentation.

4.1.3 Offerors are charged with presumptive knowledge of all requirements of all cited authorities. Offeror must become familiar with state, local, and federal laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work before submitting a proposal. Submission of a valid executed proposal by any prospective Offeror shall constitute admission of knowledge on the part of such Offeror.

4.1.4 The Scope of Work, Minimum Contract Provisions, General Conditions and other documents referenced in or attached to the proposal shall be considered a part of the proposal submitted, whether or not attached to the proposal at the time of submission. Such documents shall not be altered in any way; any alterations so made by the Offeror may result in rejection of the proposal.

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

4.1.6 Any proposal may be withdrawn at any time prior to but not after the hour fixed by public notice as the deadline for receipt of offers, provided that a request in writing, executed by the Offeror or the duly authorized representative, and is filed with the Procurement and Contracts Branch. The withdrawal of an proposal shall not prejudice the right of an Offeror to submit a new proposal, but any such new proposal must still be received before the stated deadline.

4.1.7 A proposal that contains any omission, erasure, addition not called for, conditional offer or irregularity of any kind may be rejected. Corrections, if necessary, shall be made by lining out the materials to be corrected and by inserting the correction as close to the line-out as possible. Every such correction must be initialed by authorized individual signing the Proposal Identification and Information Form.

4.2 Confidential Information in Proposal

The contents of any proposal shall not be disclosed during the review, evaluation, or RFP D17-011

discussion process. Once the notice of the award is posted, all proposals (both successful and unsuccessful) become available for public inspection.

If an Offeror believes that any portion of the proposal contains information that should be withheld as confidential, then the Procurement and Contracts Branch should be so advised in writing. Offeror shall request in writing nondisclosure of designated trade secrets or other proprietary data to be confidential. Such data shall accompany the Proposal, be clearly marked, and shall be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal.

Whether those parts shall remain confidential will be determined under § 3-122-58(b), HAR and Chapter 92F, HRS. Pursuant to Section 3-122-58, HAR, if a person requests to inspect the portions of a proposal designated as confidential, the head of the purchasing agency or designee shall consult with the Attorney General and make a written determination in accordance with Chapter 92F, Hawaii Revised Statutes (HRS). If the request for confidentiality is denied, such information shall be disclosed as public information, unless the person appeals the denial to the Office of Information Practices in accordance with Section 92F-42(12), HRS.

4.3 Proposal Preparation

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

The proposal shall describe in detail the offeror's ability and availability of services to meet the primary project goal of this RFP as stated herein. Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate to the purpose of this RFP. Emphasis shall be on completeness and clarity of content. If any additional information is required by the HIDOE regarding any aspect of an offeror's proposal, such information shall be provided within two (2) business days of the HIDOE's request unless otherwise stated or directed by HIDOE.

4.4 Proposal Security

A Bond is not required if submitting a Proposal.

4.5 Proposal Submission and Format

This section prescribes the standard format for a proposal submitted in response to this RFP.

Offeror shall submit a Proposal using the exact forms or reproductions of such forms as provided and as otherwise instructed by this RFP. Failure to comply may result in a determination that the proposal is non-responsive.

The standard format will facilitate the HIDOE's review, comparison, evaluation of proposals, and verification as to whether the minimum requirements are met by each Offeror and the Offeror's Proposal. The format is not intended to limit the content of a proposal in any way. The offeror may include any additional data or information that is deemed pertinent to this RFP.

Unless otherwise noted, proposal shall be submitted as follows:

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- 4.5.1 Copies. Offeror shall submit one (1) original and five (5) hard copies. In addition, two (2) CDs, each containing the final proposal in both PDF and Microsoft Office formats is requested.
- 4.5.2 Offeror shall submit the signed proposal in a sealed envelope, package or container, together with the required offer security, if any. The envelope, package or container shall be clearly identified with the RFP number and the name and address of the Offeror.

4.6 Proposal Organization and Content

Sections of the proposal shall be separated using index dividers. Proposals shall be organized in this order:

Table of Contents:	The table of contents shall clearly identify the material by section and by page number.
Section 1:	Proposal Identification and Information Form (See Appendix)
Section 2:	Executive Summary
Section 3:	Offeror Qualifications (including subsections: Offeror History and Background, Customer References, etc.
Section 4:	Subcontractors (if any)
Section 5:	Proposed Solution
Section 6:	Price Proposal (if applicable)
Attachment A:	Proof of Compliance Documents
Attachment B:	Federal Certification

Additional information about specific requirements of each section follow.

4.7 Proposal Identification and Information Form

Offeror shall submit the Proposal under the company's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable, and shall indicate exact legal name in the appropriate space on the Proposal Identification and Information Form. Failure to do so may result in rejection of the proposal or delay proper execution of a resulting contract, if any.

The authorized signature on the Proposal Identification and Information Form shall be an original signature in ink. If unsigned or if the affixed signature is other than an original signature (such as a facsimile or a photocopy), the proposal shall be automatically rejected unless accompanied by other material containing an original authorized signature, indicating the Offeror's intent to be bound.

4.8 Executive Summary

The executive summary shall summarize the contents of the Proposal in a way that gives readers a broad understanding of the entire Proposal and must also contain the following:

Terms and Conditions - A statement that the Offeror understands and shall comply with all terms and conditions of the RFP (including the General Conditions). If an Offeror does not plan to comply with one or more of the terms or conditions of the RFP, this RFP D17-011

must be stated; all exceptions must be listed and fully described.

Assumptions or Constraints - A statement on whether the Proposal contains any assumptions or constraints and must also identify and describe each such assumption and constraint. If neither assumptions nor constraints are included in the Proposal, a statement to that effect must be made.

Deviations - If the Proposal deviates from the specifications or requirements of the RFP, a statement must be included identifying and describing each such deviation. If no deviations are included in Offeror's Proposal, a statement to that effect must be made.

Subcontracting - A statement that the products and services of the proposed solution shall be provided solely by the Offeror or whether a subcontractor(s) shall assist. The Offeror's use of subcontractor(s) requires the prior written approval of the HIDOEO.

Taxable Transaction - Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and vendors are advised that they may be liable for payment of the Hawaii General Excise Tax (GET). If 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.

Pending Litigation - The Offeror shall disclose any pending litigation to which they are a party, including the disclosure of any outstanding judgment. If applicable, please explain how litigation may materially impact the Offeror or the Offeror's ability to fully perform and complete the contract.

Other Notable Items - The Offeror shall disclose any other items of note that may have material impact the Offeror or the Offeror's ability to fully perform and complete the contract.

4.9 Offeror Qualifications

This section of the Proposal shall include the following:

Offeror History and Background. The Offeror shall describe its corporate background and experience including its size and resources, details of corporate experience relevant to the project and a list of other current or recent related projects by providing the following:

- General information about the Offeror's organization
- Corporate office location
- Number of staff devoted to development and/or enhancements to current training curriculum

Customer References. A description of projects previously performed by the Offeror that are relevant to this project and demonstrate the Offeror's qualifications and experience, including customer name, brief description of the project, and time period of the project.

Attachment 1, Offeror's References, of the Proposal shall include at least five (5) recent client references. (Appendix B: Offeror Reference Form) These are to include the name of the client organization; name, title, and telephone number of the contact person; date, duration and brief

description of work performed for the client. The Offeror grants the HIDOE authorization to contact any of the Offeror's previous clients, including but not limited to these client references, to evaluate the Offeror and its work.

Project Team Staffing. The Offeror shall include specific information regarding the role and function of its assigned staff. The Offeror shall also provide resume/vita for all staff who will be specifically assigned to the contract and provide a narrative description of their roles. If the Offeror's solution involves use of subcontractors in an amount greater than 10% of the project's budget, resumes of any subcontractors shall also be included.

4.10 Subcontractors

The Offeror may propose to fulfill any of the responsibilities outlined herein by entering into a sub-contract with an individual, organization, or other entity that possesses the requisite expertise to fulfill the requirements of the RFP. The Offeror shall retain sole responsibility for the completion of all tasks. The use of sub-contractors shall not place additional burdens or demands on the HIDOE (e.g., coordinating with staff from multiple Contractors).

For any item listed herein to be fulfilled by a sub-contractor, the Offeror shall provide a description of the proposed partner and the sub-contractor's capability to meet the demands of the RFP. In the event the Offeror elects to engage the participation of a sub-contractor, the HIDOE retains the right to approve the selection of the sub-contractor and the proposed role that the Offeror shall fulfill under this contract.

If a proposal involves the use of any subcontractor, the subcontractor shall also comply with the Offeror qualifications requirements identified in the following sections:

Offeror History and Background
Customer References

4.11 Proof of Compliance Documents

Offeror is advised that if awarded a Contract under this RFP, Offeror shall, upon award of Contract, furnish the required certificates and documentation (refer to RFP section regarding Responsibility of Offerers). In order to expedite contract execution, if any, it is highly recommended that the certificates be submitted with the Offeror's Proposal as follows, one (1) original only:

- A. Certificate of Compliance as issued by the Hawaii Compliance Express online system
- B. Certificate of Insurance

4.12 Certification of Independent Cost Determination

By submitting a proposal in response to this solicitation, Offeror certifies as follows:

4.12.1 The costs in this RFP have been arrived at independently, without consultation, communication, or agreement with any other Offeror, as to any matter relating to such costs for the purpose of restricting competition.

4.12.2 Unless otherwise required by law, the costs which have been

quoted in this RFP have not been knowingly disclosed by the Offeror prior to award, directly or indirectly, to any other Offeror or competitor prior to the award of the contract.

4.12.3 No other attempt has been made or will be made by the Offeror to indicate any other person or firm to submit or not to submit for the purpose of restricting competition.

5. PROPOSAL EVALUATION

The HIDOE reserves the right to reject any or all Proposals, and waive any defects if the HIDOE believes the rejection or waiver to be in the best interest of the HIDOE.

The evaluation will be based solely on the evaluation criteria detailed in this RFP, and shall be performed by the selected members of the Evaluation Committee consisting of at least three (3) governmental employees with sufficient qualifications and experience in this area.

Evaluation criteria and the associated points are listed below. Quantitative scoring techniques will be utilized to maximize the objectivity of the evaluation.

A contract may be awarded on the basis of initial Proposals received, without discussion. Therefore, each initial proposal shall contain the Offeror's best terms from a technical and cost/price standpoint.

Proposals may be classified initially as acceptable, potentially acceptable, or unacceptable. Discussions may be conducted with Offerors who submit proposals determined to be acceptable or potentially acceptable of being selected for award, but proposals may be accepted without such discussions.

The final selection of a Successful Offeror, if any, will be made in accordance with the evaluation criteria as specified herein.

5.1 Evaluation Process Overview

The Evaluation Committee will apply a numerical rubric to evaluate the proposals. The following sections describe the evaluation process in more detail.

- Phase 1: Preliminary Evaluation of Proposals
- Phase 2: Rating and Determination of Priority Listed Offerors
- Phase 3: Discussion with Priority-Listed Offerors (at HIDOE's option)
- Phase 4: Best and Final Offers (at HIDOE's option)
- Phase 5: Selection and Award

5.2 Evaluation Criteria

Offerors shall be evaluated on the following criteria provided below, in the relative order of importance.

THE TOTAL NUMBER OF POINTS USED TO SCORE THE PROPOSALS IS 100.

Offerors shall be evaluated on the following criteria provided below.

Criteria	Points
1. Proposal organization and content	10
2. Offeror's background and degree of expertise (e.g., years of experience, experience conducting workshops, etc.)	20
3. Defined Scope of Work and Deliverables	70
Total	100

Scoring under this RFP shall be based on a total of 100 points. Proposers must score a minimum of eighty (80) points to be considered for award. Proposals that score less than eighty (80) points will be rejected and shall not be considered for award.

For evaluation purposes, pursuant to §103D-1008, HRS, a tax-exempt proposal submitted in response to a solicitation shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

5.3 Preliminary Evaluation

A preliminary evaluation shall determine whether each proposal is considered responsive, thus justifying further evaluation. In its preliminary evaluation, the HIDOE will examine the completeness of each proposal, and its compliance with the instructions, terms and conditions in this RFP. Subsequent review and evaluation will be based on the criteria stated in the following sections. Any proposals that are incomplete or that do not comply with the instructions or terms and conditions shall be rejected by the HIDOE and excluded from further consideration.

Responsive proposals must meet all submittal requirements and the minimum eligibility requirements described in the RFP.

5.4 Priority-List of Offerors

Before conducting discussions, a priority list shall be generated by the Evaluation Committee. In order to generate a priority list, proposals shall be initially classified as acceptable, potentially acceptable or unacceptable.

All responsive Offerors who submit acceptable proposals or potentially acceptable proposals are eligible for the prioritized listing.

If numerous acceptable and potentially acceptable proposals are submitted, the Evaluation Committee may limit the priority list to at least three (3) responsible Offerors who submitted the highest-ranked proposals.

5.5 Discussions with Priority-Listed Offerors

Discussions may be conducted with Priority-Listed Offerors if deemed advantageous by the HIDOE. Discussions will be limited to only "priority-listed" offerors and are held 1) to promote understanding of the HIDOE requirements and the priority-listed offeror's proposals and 2) to facilitate arriving at a contract that will provide the best value to the HIDOE, taking into consideration the evaluation factors set forth in the RFP.

Discussions may include Offeror presentation of its Proposal, interviews with Offeror's key personnel, demonstrations, site visits, or teleconferences. Any discussions shall be conducted in an organized and consistent manner established by the HIDOE, and in accordance with the following:

5.5.1 Priority-listed offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of proposals.

5.5.2 Any substantial oral clarification of a proposal shall be reduced to writing by the priority-listed Offeror.

- 5.5.3 If during discussions there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate the clarification or change. Addenda to the RFP shall be distributed only to the priority-listed offerors.
- 5.5.4 Priority-listed offerors may be permitted to amend proposals already submitted, limited to the discussions conducted.
- 5.5.5 If in the opinion of the Evaluation Committee a contemplated amendment will significantly change the nature of the procurement, the RFP shall be canceled and a new RFP will be issued.
- 5.5.6 The contents of any proposal shall not be disclosed so as to be available to competing offerors during the discussion process.

5.6 Best and Final Offers (at HIDEOE's Option)

Following discussions between the Evaluation Committee and the Priority-listed Offerors, each Priority-listed Offeror may be asked to provide their best and final offer. In that event, the procedure as listed below shall apply.

- 5.6.1 The Evaluation Committee will establish a date and time for submission of best and final offers.
- 5.6.2 Offerors may be afforded the opportunity to revise their proposals, including price, during the best and final offer phase.
- 5.6.3 If an Offeror does not submit a notice of withdrawal or another best and final offer, the Offeror's immediate previous proposal will be construed as their best and final offer.
- 5.6.4 After best and final proposals are received, final evaluations will be conducted for an award.
- 5.6.5 Best and final offers shall be submitted only once, unless the Head of the Purchasing Agency determines that it is in the HIDEOE's best interest to conduct additional discussions or change the HIDEOE's requirements by addendum distributed only to priority-listed offerors and require another submission of best and final offers. Otherwise, no discussion of or change in the best and final offers shall be allowed prior to award.

APPENDICES:

Appendix A: Proposal Identification and Information Form

Appendix B: Offeror Reference Form

Appendix C: Contract Minimum and Special Conditions

Appendix D: State's General Conditions

**Appendix A
PROPOSAL IDENTIFICATION AND INFORMATION FORM**

Exact Legal Name of Offeror, including "dba" or "division" of a corporation (furnish the exact legal name of the entity under which an awarded contract, if any, will be executed):	
Principal Place of Business (may not be a P.O. Box):	
Mailing Address (only if different):	
Offerors Primary Contact Person:	Name/Title: _____ Telephone/Fax No.s: _____ e-mail address: _____
Federal Tax Identification Number:	
State of Hawaii General Excise Tax License Number:	
Type of Business Entity (check one):	<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Other _____
If other than a Sole Proprietorship:	Offeror is either: <input type="checkbox"/> A Hawaii business incorporated or organized under the laws of the State of Hawaii; OR <input type="checkbox"/> A Compliant Non-Hawaii business incorporated or organized under the laws of the State of _____, and registered with the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii. Date of incorporation/organization: _____ All state(s) where Offeror is authorized to transact business: _____ Names of all Offeror's parent, affiliate and subsidiary organizations: _____ _____ _____

The undersigned certifies that the information provided above is to the best of his/her knowledge true and correct, has carefully read and understands the terms and conditions specified herein and hereby submits the following proposal to perform the work specified herein, all in accordance with the true intent and meaning thereof, and further that the Offeror shall comply with all terms, conditions and requirements of the RFP. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Authorized (Original in ink) Signature

Title

Name (printed)

Date

Appendix B
OFFEROR REFERENCE FORM

Directions:

- Please provide information regarding recent projects and the names of up to five (5) clients who may be contacted for whom services were rendered.
- Any supplemental information related to this project although not required, should be attached to the respective Appendix B, Offeror Reference Form.

Name of Your Company:	
<i>Name of Client:</i>	
<i>Name of Client Contact Person:</i>	
<i>Client's Phone Number:</i>	
<i>Date or period of project/service:</i>	
<i>Description of project/services rendered:</i>	
<i>Other Information or comments:</i>	
<input type="checkbox"/> <i>check here if supplemental information related to this project is attached.</i>	

Appendix C CONTRACT MINIMUM AND SPECIAL CONDITIONS

1.1 Contract Administrator

For purposes of this contract, the person named below or his/her duly authorized representative or successor in office is designated Contract Administrator (CA). The CA may be contacted as follows:

Debra Farmer, Acting Administrator, CSSS
■ Telephone: 809-305-9787
■ Facsimile: 809-735-9890
■ E-mail: debra_farmer@notes.k12.hi.us

The CA is responsible for:

- The terms, conditions, quantities, specifications, scope of services, other contract terms, and all decisions relating to the contract;
- Monitoring the Contractor's work, documenting that Contractor maintains the required insurance coverage (if applicable), resolving contract disputes and discrepancies, evaluating the work of the Contractor, assuring the services or goods are delivered as required in the contract, and processing payment for services rendered; and
- Notifying the Procurement and Contracts Branch in the event of change in scope of work, change in the performance period, increase or decrease in total compensation, and/or changes in any other contract terms.

Notwithstanding the responsibilities set forth hereinabove, any coordination of services falling outside those articulated above shall remain with the head of the purchasing agency, as set forth in the attached General Conditions (see General Conditions, paragraph 1, entitled "Coordination of Services by the STATE.").

1.2 HIDEOE's Point of Contact

The CA has designated the following person as Point-of-Contact (POC) for this contract. As such, the POC should be the initial contact on all matters related to this contract. The POC can be contacted as follows:

■ Lyndia Uchimura
■ Telephone: 808-305-9787
■ Facsimile: 808-733-9890
■ E-mail: lyndia_uchimura@notes.k12.hi.us

1.3 Verification of CONTRACTOR Employees

In accordance with State rules and regulations, CONTRACTOR shall conduct mandatory criminal background checks at no cost to the STATE, on any employee or sub-contractor working directly with students.

CONTRACTOR shall notify the STATE, verbally within twenty-four (24) hours, upon learning of the occurrence of any of the events indicated below:

- 1.3.1 Any employee, agent or volunteer's license required to perform services under this Contract is or has been suspended, conditioned, revoked, expired, or terminated;
- 1.3.2 Any employee, agent or volunteer becomes or has been the subject of any disciplinary proceeding or action before any federal or state agency or Board;
- 1.3.3 Any employee, agent or volunteer is or has been convicted of a fraud or felony;
- 1.3.4 Any claim, judgment or settlement in which the CONTRACTOR or any of its employees, agents or volunteers is or has been named a defendant;
- 1.3.5 CONTRACTOR shall maintain the background check records, and shall make the records available for review upon request. Upon review of these records, the STATE reserves the right to request additional background information.

1.4 Liability Insurance and Certificates

The CONTRACTOR shall maintain in full force and effect, during the life of this contract, liability and property damage insurance. This insurance shall 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 himself or by a subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the CONTRACTOR providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, CONTRACTOR may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy(ies) are in addition to the CONTRACTOR's own 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>
<p>General Liability, Commercial (Occurrence Form)</p> <p style="padding-left: 100px;">occurrence damage</p>	<p>\$2,000,000 aggregate \$1,000,000 combined single limit per for bodily injury and property</p>
<p>Automobile Liability Combined Single Limit</p>	<p>\$1,000,000 per accident</p>

Contractor shall maintain Professional Liability Insurance acceptable to the HIDOE in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by the Contractor shall provide the following limit(s) and coverage(s):

Professional Liability

\$1,000,000.00 per occurrence
RFP D17-011

\$1,000,000.00 aggregate
APPENDIX C

Each insurance policy required by this contract, including a subcontractor's policy, shall contain the following clause:

- 1) "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."
- 2) "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements. Each insurance policy shall be written by 1) an insurance company licensed to do business in the State of Hawaii, or 2) if not licensed by the State of Hawaii, an insurance company which meets §431:8-301, Hawaii Revised Statutes.

Upon execution of the contract, the CONTRACTOR agrees to deposit with the HIDEOE certificate(s) of insurance necessary to satisfy the HIDEOE that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the HIDEOE during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the HIDEOE, CONTRACTOR shall be responsible for furnishing a copy of the policy(ies).

Failure of the CONTRACTOR to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the HIDEOE to exercise any or all of the remedies provided herein.

The procuring of such required insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy(ies) of insurance, CONTRACTOR shall be obligated for the full and total amount of any damage, injury, or loss caused by the CONTRACTOR, its employees, officers, or agents, in connection with this Contract.

CONTRACTOR shall notify the STATE, via written notice within twenty-four (24) hours should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

1.5 Invoicing

The Offeror shall submit an invoice with each request for payment. Original and one (1) copy of the invoice shall be submitted to:

Hawaii Department of Education
Attn: Student Support Branch
475 22nd Avenue, Bldg. B Room 204
Honolulu, Hawaii 96816

All invoices shall reference the Contract number. If a copy is submitted as the original, such invoice must bear an original signature certifying that the invoice is being submitted as the original.

1.6 Payment

Section 103-10, HRS, provides that the HIDOE shall have thirty (30) calendar days after receipt of an accepted invoice and satisfactory delivery of goods or performance of the services, to make payment. For this reason, the HIDOE shall reject any Proposal submitted with a condition requiring payment within a shorter period. Further, the HIDOE shall reject any Proposal submitted with a condition requiring interest payments greater than that allowed by section 103-10, HRS. The HIDOE will not recognize any requirements established by the Offeror and communicated to the HIDOE after award of the contract, which requires payment within a shorter period or interest payment not in conformance with section 103-10, HRS.

1.7 Final Payment

The **final payment** on the contract shall be for services rendered during the billing period just prior to the contract expiration date. In addition to the requirements in the General Conditions, the following shall accompany the final payment invoice:

A tax clearance certificate, not over two months old and with an original green “certified copy” stamp, must accompany the invoice for final payment. In addition to the tax clearance certificate, the “Certification of Compliance for Final Payment” (DOE Form-22) with an original signature will be required for final payment.

In lieu of the above, CONTRACTOR may also submit an original CERTIFICATE OF VENDOR COMPLIANCE as issued by the State Procurement Office via an online system, also referred to as “Hawaii Compliance Express”. Details regarding this online application process can be viewed at: <http://vendors.ehawaii.gov/hce/>.

All required certificate(s) for the Contractor and all subcontractors, must accompany the invoice for final payment on the Contract.

1.8 Availability of Funds

This contract is subject to the availability of funds. Pursuant to Section 103D-309, HRS, except in certain instances, no contract entered into between the STATE and the CONTRACTOR shall be binding or of any force unless the Chief Financial Officer (CFO) certifies that there is an available unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the contract.

If the contract calls for performance or payment in more than one fiscal year (July 1 to June 30), the CFO may certify only that portion of the total funds allocated to satisfy the STATE’s obligations for payments in the current fiscal year. In that event, the STATE will not be liable for the unpaid balance beyond the end of the current fiscal year, and availability of funds in excess of the amount certified shall be contingent upon future appropriations or special fund revenues. All partially-funded contracts shall be enforceable only to the extent that funds are certified as available. The STATE agrees to notify the CONTRACTOR of such non-allocation at the earliest possible time. The STATE shall not be penalized in the event this provision is exercised. This provision is not meant to permit the STATE to terminate the contract in order to acquire similar equipment or services from a third party.

1.9 Subcontracting

Prior to award of the contract, no work or services shall be subcontracted or assigned without the prior written approval of the CA. After award of the contract, no work or services shall be subcontracted or assigned without the prior written approval of the CA. No subcontract shall under any circumstances relieve the CONTRACTOR of its obligations and liability under its Contract with the HIDEOE. All persons engaged in performing the work covered by the Contract shall be considered employees of the CONTRACTOR.

1.10 Contract Staffing Requirements

Personnel, whose names and resumes are submitted in the Proposal, shall not be removed from the project without prior approval of the CA. Substitute or additional personnel shall not be used for the project until a resume is received and approved by the CA. The HIDEOE shall have the right, and the CONTRACTOR shall comply with any request, to remove and replace any personnel from all work on the project effective immediately upon notification by the HIDEOE. Personnel changes that are not approved by the CA may be grounds for Contract termination.

1.11 Exclusion of Specific Workers

The STATE reserves the right to require the CONTRACTOR to remove an employee, agent, subcontractor or volunteer (Worker) from performing work under this contract. The Contract Administrator shall notify the CONTRACTOR in writing and this exclusion of a specific Worker(s) shall take effect as indicated on the notice. The CONTRACTOR may appeal this decision to the Contract Administrator, in writing within ten (10) working days of receipt of the notice. Removal of the employee, agent, subcontractor or volunteer shall remain in effect pending the outcome of the appeal. This provision shall not infringe upon the right of the CONTRACTOR to employ the removed individual, but shall apply to any work requiring interaction with the HIDEOE, its employees or students.

1.12 Inspection and Procedural Changes; Relief Available to State

All work is subject to inspection, evaluation, and approval by the CA. The HIDEOE may employ all reasonable means to ensure that the work is being performed in compliance with the contract. Should the CA determine that corrections or changes are necessary in order to accomplish the intent or purpose of the contract, the CA may direct the CONTRACTOR to make such changes.

Failure of the CONTRACTOR to perform any provisions of the Contract (based on the identified portion of unacceptable work received) the HIDEOE may determine CONTRACTOR is in non-compliance with Contract requirements and may:

- Suspend Payments – Temporarily withhold or disallow all or part of the billing cost/payments pending correction of a deficiency or a non-submission of a required deliverable by the Contractor;
- Seek Reimbursement – Seek reimbursement from the Contractor or withhold future payments for any funds paid to the Contractor subsequent to a determination that such was unauthorized, fraudulently obtained, or inappropriately billed.
- Seek Market Value – In the event the Contractor fails, refuses or neglects to perform the services in accordance with the requirements of these Special Conditions, the Scope of

Services or the General Conditions, the State reserves the right to purchase, in the open market, a corresponding quantity of the services specified herein and to deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price named in the Contract and the actual cost to the State. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand from the State. The State may also utilize all other remedies provided by law.

1.13 Confidentiality

The following serves to supplement provision 24 of the General Condition, entitled "Confidentiality of Material" and provision 42, entitled "Confidentiality of Personal Information":

1.13.1 General Confidentiality Obligations. While performing under this Agreement, the Contractor may receive, be exposed to or acquire confidential information. Such information may include names, addresses, telephone numbers, birthdates, social security numbers, medical information, and other educational, student, or personal employment information. The information may be in written or oral form, fixed in hard copy or contained in a computer data base or computer readable form. Hereinafter, such language shall be collectively referred to as "Confidential Information."

The Contractor, including its employees, agents, representatives, and assigns shall abide by the following with regards to Confidential Information:

- (i) They shall not disclose to any unauthorized party any Confidential Information, except as specifically permitted by the HIDOE and subject to the State's limitations on confidentiality of information and relevant legal requirements of the State to include, but not limited to the Family Educational Rights and Privacy Act ("FERPA"). Permission will be granted through a formal written agreement concerning the disclosure of personally identifiable information (PII) from student education records, signed by HIDOE and the CONTRACTOR, and must be provided as an attachment to this contract;
- (ii) They shall only permit access to Confidential Information to employees, agents, representatives, and assigns having a specific need to know in connection with performance under this Agreement; and
- (iii) They shall advise each of their employees, agents, representatives, and assigns of their obligations to keep such Confidential Information confidential.

Contractor, its employees, agents, representatives, or assigns shall ensure the security of the Confidential Information. The Contractor shall provide the HIDOE with a list of individuals (by name and position) who are authorized to handle the Confidential Information (hereinafter referred to as "Authorized Handlers"). Authorized Handlers shall ensure the security of the Confidential Information. Only Authorized Handlers shall have access to the Confidential Information, which will be kept on password protected computers with the hard copy documents kept in a locked file cabinet. Contractor shall ensure that procedures exist to prohibit access to the Confidential Information by anyone other than an Authorized Handler.

Contractor will be responsible for safeguarding the confidentiality of all Confidential Information it receives from the HIDOE and shall safeguard and protect such documents from unauthorized use, handling, or viewing. Contractor shall be liable to the HIDOE and to any person whose records the Contractor receives custody of under this Contract

for records protection for any unpermitted release, viewing, or loss of such records. The Contractor shall assume liability responsibility for records protection and for the inappropriate or unlawful release of Confidential Information. The Contractor shall return all documents containing Confidential Information upon completion of the services Contractor is contracted to provide under this Agreement.

1.14.2 Prior Written Approval. The Contractor may not i) share Confidential Information or any other data received under this Contract, ii) publish, or iii) distribute such information without the prior written approval of the State.

1.14.3 In the event of termination of this Contract, Contractor shall return to the State all student information received under this Contract and further agrees to destroy any and all copies of, or references to, any student information shared by State as a result of this Contract.

1.14 Approvals

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

GENERAL CONDITIONS

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