



RELEASE DATE:

**The State of Hawaii
Department of Transportation**

**Request for Proposals
Solicitation #RFP-MVSO-291E22**

**SEALED OFFERS FOR BREATH ALCOHOL
IGNITION INTERLOCK DEVICES SERVICES
STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION**

OFFERS ARE DUE AT 4:00 P.M. HAWAII STANDARD TIME (HST) ON

DECEMBER 29, 2022

(or such later date as may be established by the State of Hawaii by an Addendum to this RFP)

BY SUBMISSION TO THE STATE OF HAWAII DEPARTMENT OF TRANSPORTATION

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

HAWAII DEPARTMENT OF TRANSPORTATION TELEPHONE
(808) 587-6301 OR EMAIL ADDRESS kari.l.benes@hawaii.gov.

Kari Benes
Procurement Officer

RFP-MVSO-291E22

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RFP Administrative Information

RFP Title: BREATH ALCOHOL IGNITION INTERLOCK DEVICES SERVICES	MVSO-291E22
RFP Project Description: Breath Alcohol Ignition Interlock Devices Statewide Services (See Section 1.1 Purpose)	The State of Hawaii in conjunction is seeking a sole vendor to provide Breath Alcohol Ignition Interlock Device Services Statewide
RFP Point of Contact: Kari Benes (See Section 7.1 State Contract Administrator)	Buyer Name – Kari Benes Agency Name – Hawaii Department of Transportation Agency Address – 98-399 Ponohana Place, Aiea, HI 96701 Buyer email – kari.l.benes@hawaii.gov Buyer Phone – (808) 587-6301
Submit proposals electronically via Hawaii Electronic Procurement System (HiePRO): (See Section 2.2 Electronic Submission of Proposals)	Electronic Submission hiepro.ehawaii.gov
Pre-Proposal Conference: Teams meeting	December 12 th , 9:00 A.M. Hawaii Standard Time (HST)
Deadline to Receive Questions: (See Sections 1.3 Schedule and Significant Dates and 2.5 Electronic Submission of Questions)	December 13 th , 4:00 P.M. Hawaii Standard Time (HST)
Question & Answers: (Sections 1.3 Schedule and Significant Dates and 2.6 Electronic Submission of Questions)	All questions, including those about Terms and Conditions, shall be submitted through hiepro.ehawaii.gov. Questions shall be submitted by the question deadline date.
RFP Closing Date: (See Section 1.3 Schedule and Significant Dates)	December 29 th , 2022
RFP Closing Time: (See Section 1.3 Schedule and Significant Dates)	4:00 P.M. Hawaii Standard Time (HST)
Initial Term of Contract and Renewals: (See Section 1.5 Period of Performance)	Term of the contract is for 5 years. Upon mutual agreement, the contract may be extended or amended for not more than five (5) additional 12-month periods, or parts.
<p>TAKE NOTE THE MANDATORY .75% (.0075) TRANSACTION FEE TO HAWAII INFORMATION CONSORTIUM, LLC DBA NIC HAWAII IS BASED ON SALES FOR AWARDS MADE IN HIEPRO. (DETAILED IN SECTION 2.2 ELECTRONIC PROCUREMENT AND SECTION 3.6 PAYMENT TO HAWAII INFORMATION CONSORTIUM, LLC DBA NIC HAWAII.)</p>	

Offer Checklist

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

No.	Description	Reference in RFP	Completed
1	Offer Checklist – submittal of checklist with all items checked “completed.”	Offer Checklist	<input type="checkbox"/>
2	Offer Form OF-1 - Completed and signed NOTE: Ensure the company name submitted in HlePRO matches the company name on OF-1.	Attachment 1 Offer Form OF1 Section 4.5 Proposal Preparation	<input type="checkbox"/>
3	Table of Contents	Section 4.5 Required Format and Content	<input type="checkbox"/>
4	Executive Summary, not to exceed 1 page	Section 4.5 Required Format and Content	<input type="checkbox"/>
5	Management Approach, not to exceed 10 page(s)	Attachment 2 “Client References” Offer Form OF2 (including all sections) Section 6.1 Evaluation Criteria 1	<input type="checkbox"/>
6	Technical and Device, not to exceed 10 page(s)	Section 6.2 Evaluation Criteria 2 Included in Attachment 3	<input type="checkbox"/>
7	Education and Training	Section 6.3 Evaluation Criteria 3 included in Attachment 3	<input type="checkbox"/>
8	Expense and Price	Section 6.4. Evaluation Criteria 4; included in Attachment 3	<input type="checkbox"/>
9	Confidential, Protected or Proprietary Information Section (if applicable)	Section 4.5 see number 6 Attachment 4	<input type="checkbox"/>

Authorized Offeror Signature

**REQUEST FOR PROPOSALS
FOR BREATH ALCOHOL IGNITION INTERLOCK DEVICES SERVICES
Solicitation # RFP-MVSO-291E22**

Section 1: General Information

1.1 Purpose

Pursuant to Hawaii Administrative Rule (HAR) 19-147 The Hawaii Department of Transportation (HDOT) seeks to select a single vendor to certify, install, monitor, and remove ignition interlock devices.

1.2 Background of Ignition Interlock Program

History: On June 13, 2008, the Governor of the State of Hawaii, Governor Linda Lingle signed into law, House Bill 3377, S.D.2, C.D.1, Act 171 relating to highway safety. This bill established Hawaii's breath alcohol ignition interlock law which requires the installation of an alcohol ignition interlock device in any vehicle that is operated by any driver whose license has been administratively revoked or who has been convicted of Operating a Vehicle Under the Influence of an Intoxicant (OVUII).

In 2009, amendments to Act 171 were introduced in House Bill 981, H.D.2, S.D.2, C.D.1 which was passed and signed into law on June 3, 2009 under Act 88 by the Governor to become effective on January 1, 2011. Additional amendments to Act 171 and Act 88 have been submitted in the 2010 Legislative Session to be effective on January 1, 2011.

On June 17, 2022, Governor David Ige signed Act 94, which amended HRS 291E-61(b). Act 94 will go into effect January 1, 2023. Upon sentencing by the court, a person convicted under HRS 291E-61(b) would receive a license revocation for no less than one year and no more than eighteen months. Under the revised statute, a person sentenced under 291E-61(b) may file a motion for early termination of their license revocation period if they (1) installed and maintained an ignition interlock device on all vehicles operated by the person for a continuous period of six months, then (2) maintained the ignition interlock device for a continuous period of three months without violation.

Since 2015, there are an estimated 6,000 OVUII arrests a year. Note that that number has been slightly declining over the past decade, with 2020 representing a year with only 3,583 arrests. Of those arrested for OVUII, approximately 20% apply for and receive a permit to install an ignition interlock device on their vehicle(s).

Table 1: Statutes and Rules that pertain to Ignition Interlocks

Hawaii Revised Statutes	TITLE 17 (hawaii.gov)
HRS 291E-5	Ignition interlock user affordability
HRS 291E-6	Ignition interlock certification
HRS 291E-31	Administrative revocation and ignition interlock permit
HRS 291E-41	Conditions of ignition interlock and permit
HRS 291E-44.5	Ignition interlock permits; driving for employment
HRS 291E-61	Operating a vehicle under the influence of an intoxicant
HRS 291E-61.6	Petition of ignition interlock instruction permit and ignition interlock permit; eligibility; requirements
HRS 291E-62	Operating a vehicle after license and privilege have been suspended or revoked for operating a vehicle under the influence of an intoxicant; penalties
HRS 291E-66	Circumvention and tampering with an ignition interlock device; penalties
HRS 291E-67	Assisting or abetting the circumvention and tampering with an ignition interlock device; penalties
Hawaii Administrative Rules	HAR19-147.pdf (hawaii.gov)
HAR 19-147-4	Selection of the vendor
HAR 19-147-5	Procedures and standards for the certification of the vendor
HAR 19-147-6	Responsibilities of the vendor
2022 Act 94	GM1194 .PDF (hawaii.gov)

1.3 Schedule and Significant Dates

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

Event	Date
Solicitation Release:	November 23, 2022
Pre-Proposal Conference:	December 12, 2022, at 9:00 A.M. HST
Question Submittal Deadline:	December 13, 2022, 4:00 P.M. HST
Answers to Questions:	December 20, 2022, 4:00 P.M. HST
Proposal Due Date and Time:	December 29, 2022, 4:00 P.M. HST
Evaluations:	January 2 – 13, 2023
Estimated Date for Discussions, (if necessary):	January 2023 TBD
Estimated Due Date for best and final offer (BAFO), (if necessary):	January 17, 2023
Anticipated Award Date:	May 2023

1.4 Contract Type

Pursuant to HRS 103D-313 and HAR 3-122-149 the vendor will be entering a lease contract. All conditions will be entered into the contract. The contract is not used to circumvent normal procurement procedures.

1.5 Period of Performance

Pursuant to HAR 3-122-149. To encourage effective competition and promote economies, the selected vendor will be subject to a multi-term contract. This contract shall be for a period of five (5) years beginning on the date specified on the Notice to Proceed. Unless terminated, the contract may be extended without re-solicitation, upon mutual agreement in writing between the State and the Contractor, at least 60 days prior to the expiration date, for not more than five (5) additional 12-month periods, or parts. The total term of this contract shall not exceed ten (10) years.

1.6 Point of Contact

The Hawaii Department of Transportation is the issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is Solicitation # RFP-MVSO-291E22. This number shall be referred to on all proposals,

correspondence, and documentation relating to the RFP.

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

Kari Benes
Hawaii Department of Transportation
Address 98-399 Ponohana Place, Aiea, HI 96701
Email – kari.l.benes@hawaii.gov
Phone – (808) 587-6301

1.7 Definitions

The following definitions and definitions of acronyms apply to this solicitation.

ADLRO means Administrative Driver’s License Revocation Office

BAFO means Best and Final Offer

BAIID means Breath Alcohol Ignition Interlock Device

Contract means the lease agreement between the state and the vendor.

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

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

DAGS means Department of Accounting and General Services

Director means the Director of Transportation

Department means Department of Transportation

FTP means Fixed Transfer Protocol

GC means General Conditions, issued by the Department of the Attorney General

GET means General Exercise Tax

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

Governmental body means any department, commission, council, board, bureau, authority, committee, institution, legislative body, agency, Government Corporation, or other establishment or office of the executive, legislative, or judicial branch, city, or county of any U.S. State, (including the Office of Hawaiian Affairs for the State of Hawaii).

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

Hawaii Compliance Express (HCE) means the electronic system for establishing a vendor in the State of Hawaii.

Hawaii eProcurement System (HiePRO) is the State eProcurement system, a system for issuing solicitations, receiving responses, and issuing notices of award.

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

HST means Hawaii Standard Time

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

Lease means both the contract between the state and the vendor and is referred to in section 3 as the agreement between the vendor and the permittee.

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

Permittee means the client that leases the BAIID from the vendor

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

Proposer has the same meaning as Offeror.

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

Services means the furnishing of labor, time, or effort by a contractor, which involves the delivery, supply of BAIIDs, maintenance, installation and deinstallation.

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

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

Vendor is defined in HAR 19-147 and means the BAID Contractor conducting services for permittees and the State.

Section 2: Solicitation Information

2.1 Governing Laws and Regulations

This procurement is conducted by the Department of Transportation, 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 HAR. The relevant provisions of Chapter 103D, HRS, and their associated HAR, are incorporated by reference and made a part of this RFP.

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

2.2 Electronic Procurement

2.2.1 The State has established the Hawaii State eProcurement (HlePRO) System to promote an open and transparent system for vendors to compete for state contracts electronically. Offerors interested in responding to this solicitation shall be registered on HlePRO. Registration information is available at the State Procurement Office (SPO) website: <https://hiepro.ehawaii.gov/welcome.html>, select HlePRO Vendor Registration and then Vendor Registration Guide.

2.2.2 The State will use HlePRO to issue the RFP, receive Offers, and issue Addenda to the RFP. Addenda and the other information and materials shall be provided by the State through HlePRO, including additions or changes with respect to the dates in Section 1.3. Schedule and Significant Dates. The State is not responsible for any delay or failure of any Offeror to receive any materials updated through the RFP Process on a timely basis.

2.2.3 As part of this procurement process, Offerors are informed that awards made for this solicitation, if any, shall be done through the HlePRO and shall, therefore, be subject to a mandatory .75% (.0075) transaction fee, not to exceed \$5,000 for the total contract term.

2.2.4 HlePRO Special Instructions. Offeror shall review all special instructions located in HlePRO. Offerors are responsible for ensuring that all necessary files are attached to their offer prior to the proposal deadline.

Offerors are advised that they should not wait until the last minute to submit their proposal on HlePRO. Offerors should allow ample time to review their submitted proposal, including attachments, prior to the proposal deadline.

2.3 RFP Addenda

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

The State accepts no responsibility for a prospective Offeror not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective Offeror to monitor the Hawaii State eProcurement System (HlePRO) to obtain RFP addenda or other information relating to the RFP.

2.4 Pre-Proposal Conference

A pre-proposal conference will be held on December 12th 9:00 a.m. HST. The link to attend is a Microsoft Teams link: [Click here to join the meeting](#) Meeting ID: **287 939 513 877** Passcode: **HWiyMi**. If you need assistance or need the link resent, please contact the POC for this RFP.

Attendance at the conference is optional. A summary of the pre-proposal conference will be provided via an addendum posted in Hawaii State eProcurement System (HlePRO).

2.5 Questions Regarding RFP Contents

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

2.6 Electronic Submission of Questions

All questions shall be submitted through the Hawaii State eProcurement System (HlePRO). Questions shall be submitted by the question deadline date and time shown in Section 1.3 Schedule and Significant Dates. Answers will be given via the Hawaii State eProcurement System (HlePRO) site as noted in Section 1.3 Schedule and Significant Dates.

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

2.7 Proposal Due Date

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

2.8 Cancellation of Procurement and Proposal Rejection

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

2.9 Firm Offers

Responses to this RFP, including proposed costs and/or fees will be considered firm for 120 days after the proposal due date.

2.10 Right to Accept All or Portion of Proposal

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

2.11 Ownership or Disposition of Proposals and other Materials Submitted

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

2.12 Additional Information

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

Section 3: Requirements

3.1 Mandatory Minimum Administrative Proposal Requirements

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

3.2 Vendor Requirements

Offeror shall provide a Statement of Work acknowledging, if selected,

3.2.1. OFFEROR QUALIFICATIONS

1. The Offeror will have experience with installing and operating BAIDs in at least five (5) jurisdictions for a minimum of three (3) years. The Offeror shall provide information as to the number of years in the interlock business.
2. The Offeror shall be an authorized agent or manufacturer of the BAIDs that they will be using.
3. The Offeror shall have experience and be capable of providing expert witness testimony regarding BAIDs, driving report analyses, and factors concerning individual cases if requested to do so by a Hawaii court or ADLRO.

3.2.2. OFFEROR ACCESSIBILITY

1. The Offeror shall have an established base of operations (office) in the Honolulu metropolitan area of Hawaii within thirty (30) calendar days of the contract execution. This office shall be occupied by the Offeror and be of adequate size and with adequate facilities (both administrative and program related) to meet the needs of the BAID program.
2. The Offeror shall provide a single point of contact for the services identified in this RFP. The Department reserves the right to speak with other individuals associated with the Offeror, including subcontractors.
3. The Offeror shall establish and maintain a seven-day-per week, twenty-four hours per day, 365 days a year (7 x 24 x 365) toll-free telephone number through which licensees, law enforcement officers, and Department staff may reach the contractor for emergency assistance, device instruction, roadside device testing, and emergency bypass instructions to permit emergency movement of the vehicle. The Offeror shall respond to call within 15 minutes.

4. The Offeror shall participate in the BAIID program user group as requested by the Department. The BAIID user group is intended to address issues within the program from time-to-time.

3.2.3. STATEWIDE SERVICES

1. The Offeror shall have an adequate number of installation, de-installation, and service locations (fixed and/or mobile) to meet the requirement for statewide coverage. The Department shall coordinate with the Offeror in determining the number of installation sites for statewide coverage to ensure the provision of services on Hawaii's four Counties.
2. The Offeror shall provide BAIID services to permittees throughout the State of Hawai'i. Charges for services rendered shall be uniform for all permittees statewide.
3. The Offeror shall establish a program with HDOT to provide for partial financial relief on the installation, periodic calibration, and other related charges to permittees who apply for such assistance and who are recipients, at the time of driver's license revocation or suspension, of either food stamps under the Supplemental Nutrition Assistance Program (SNAP), or free services under the Older Americans Act or Developmentally Disabled Assistance and Bill of Rights Act.
4. Permittees shall not be required to travel more than 75 miles, by road, from their home address for BAIID installation, de-installation and required service because of device failure, or scheduled data uploads or downloads. Exceptions may be approved by the Department.
5. The Offeror shall provide maintenance services should any BAIID require service and/or to conduct any manufacturer-recommended preventative maintenance. The contractor will have all diagnostic and other equipment, tools and replacement parts or complete units needed to assure BAIID functionality.
6. In the case of a BAIID related failure, the Offeror shall develop a plan for repair or replacement of the unit within one hour of the original call. If repairs or unit replacement require more than forty-eight (48) hours of repair work, the Offeror shall make suitable alternative transportation arrangements for the licensee at no costs to the licensee.
7. The Offeror shall have adequately trained service technicians at the service locations. Subcontractors may be used for any installation, de-installation, preventative maintenance or routine service, or data upload or download service as called for in this RFP.

8. The Offeror will accommodate the service requirements of permittees who are not available during the usual workweek business hours (Monday through Friday, 8:00 AM to 5:00 PM).

3.2.4. LEASE

1. The Offeror will be required to provide each permittee with a formal lease agreement document. In addition to the Offeror's requirements for the permittee, the lease shall include specific BAIID program requirements of the permittee. The lease agreement document shall be submitted to and approved by the HDOT Motor Vehicle Safety Office (MVSO) prior to use. Offeror requirements of the permittee shall not conflict with the BAIID program requirements. A copy of the most current version of the Offeror's lease format will be provided to the HDOT MVSO no later than 30 days after the notice of award has been submitted by the State.
2. The Offeror shall provide the permittee with one (1) copy of the signed lease agreement. The lease agreement shall include language that describes the steps to be taken by the permittee and Offeror upon expiration of the restricted permit period. The Offeror will provide the lease agreement to the HDOT MVSO upon request.
3. The Offeror shall provide the permittee with a copy of a certificate of installation in a form approved by the HDOT MVSO. This certificate (proof of compliance) as well as other information will be transmitted electronically from the Offeror to the appropriate agencies to be determined by the Department. The Offeror shall keep this certificate on file and be accessible upon request by the HDOT MVSO or any authorized state/county agency.
4. At the successful termination of a lease, the Offeror shall notify the appropriate agencies, to be determined by the HDOT MVSO, of the successful completion and the date of the subsequent de-installation of the BAIID.

3.2.5. EDUCATION

1. The Offeror will explain to the permittee the elements of the law that relate to the BAIID program including purpose of the BAIID, specific requirements of the permittee, reporting system, and the sanctions for violation.
2. At the time of the BAIID installation, and subsequently as needed or requested, the Offeror will provide the permittee detailed printed instructions in the operation, use, and maintenance of the BAIID. The instructions shall be available in the various languages currently available to those of the State of Hawaii driver licensing test or what is frequently requested for interpretation by

the courts. See section 6.3.

3. The Offeror will cooperate with all agencies that have the need to know or who are directly involved in the BAIID program as approved by the HDOT MVSO and provide all the necessary information to the permittees of the BAIID.
4. The Offeror will advise the permittee of any reports submitted to an agency that indicates non-compliant activity of the permittee.

3.2.6. BREATH ALCOHOL IGNITION INTERLOCK DEVICE SPECIFICATIONS

1. Every BAIID shall conform to NHTSA's 2013 or latest Model Specifications for BAIIDs for self-certification, model specifications, tests, and precision.¹
2. Every BAIID shall be calibrated every thirty (30) days for its accuracy unless, the Offeror can demonstrate that their BAIIDs can maintain their calibration stability for longer intervals of time by providing testing of BAIIDs to HDOT MVSO.
3. The Offeror shall assume the responsibility to verify the BAIID's integrity.
4. The BAIID shall have a toll-free number permanently marked on the unit and shall be viewable by the permittee after the device is installed.
5. The BAIID shall be equipped with optional alarm capabilities, which emits audible or visual warnings to other motorists when the driver either fails a rolling retest or fails to submit a sample for a rolling retest.
6. The Offeror shall assure that the BAIID is reliable and capable of storing all data without interruption between downloads and shall be capable of storing all data referenced in the Data Collection Section.
7. All BAIIDs shall have an identification number permanently stamped on the device and all references to the BAIID shall reference this number.
8. The BAIID shall employ a digital camera by which a photograph of the person using the device shall be incorporated into the electronic record generated by each use of the device.
9. The BAIID shall operate using an alcohol-specific sensor technology.
10. The BAIID shall be capable of rolling retests and require a rolling retest by which the driver shall, within a specified period or distance after starting the vehicle, be retested, and found to have a breath alcohol concentration of less than .02, with a margin of error of .01.

¹ [Federal Register :: Model Specifications for Breath Alcohol Ignition Interlock Devices \(BAIIDs\)](#)

11. The BAIID shall generate a record of vehicle usage, including dates and times driven.
12. The BAIID shall have anti-tampering measures and capabilities to store data regarding tampering attempts.

3.2.7. INTERFACES/DATA TRANSFERS

1. The Offeror shall have the capability or means to interface with the HDOT MVSO's computer system or other means to provide information to and receive information from the HDOT MVSO or other agencies involved in the BAIID program. The Offeror shall be able to interact with the HDOT MVSO and other agencies for every installed, de-installed, change in vehicle, and monitoring of the BAIID. All expenses shall be borne by the Offeror.
2. The Offeror shall provide access to or notifications relating to circumvention, permittee's eligibility, verification of when data uploads or downloads were done, ignition interlock installation date, pause in service, and deinstallations into the Offeror's database made accessible to the HDOT MVSO and effected agencies via a secured FTP or other secured means.
3. The Offeror shall provide data storage for all permittees serviced in Hawaii.

3.2.8. DATA COLLECTION AND ACCESS

1. The Offeror shall maintain the original record of the certification and calibration tests on every BAIID that is leased to a permittee. These records shall be available to authorized agencies upon request or through a secured web site accessible to these agencies.
2. The Offeror shall have the ability to develop and maintain a database in which data from the BAIIDs are captured and retained. The data shall be entered in such a way as to be able to clearly identify a permittee and the permittee's record of installation and compliance. All drive log data collected shall be available to the HDOT MVSO and other authorized agencies for viewing and printing via the Offeror's web page or web-based portal within forty-eight (48) hours of the Offeror's receipt of such data.
3. At a minimum, the Offeror's database shall be able to capture and report the following information for each BAIID:
 - a. Installation date and deinstallation date.
 - b. Ignition attempts including dates and times.
 - c. Starts, stops, and rolling tests, including dates and times.

- d. Recorded Breath Alcohol Content (BAC) levels at each breath sample request.
 - e. Incidents of refusals of rolling tests.
 - f. Recorded BAC levels at each rolling retest.
 - g. Device circumvention attempts.
 - h. Photograph of person using the BAIID every time the BAIID is used.
 - i. Odometer reading, recorded by service personnel, during the periodic data uploads, downloads or by service appointment.
 - j. Other data as may be required by the Department.
 - k. Vehicle type for each BAIID installation; and
 - l. The registered owner of the vehicle for each BAIID installation.
4. The Offeror shall provide remote data upload capabilities, so data captured by the installed BAIID can go directly to the Offeror from the permittee's installed BAIID. If the geographic location of the permittee, prohibits or inhibits remote data upload capabilities, the offer shall provide an appropriate alternative to allow permittee to transfer data every thirty (30) days of the permittee's contract. If the download or data upload interval exceeds thirty-three (33) days, the Offeror will program a lock-out condition of the BAIID.

3.3 Contractor Responsibility for Subcontractors

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

3.4 Removal of Subcontractors

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

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

3.5 Additional Contractor Requirements

Each Contractor shall:

Adhere to its Contract with the State;

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

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

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

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

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

Follow HDOT's standards, procedures, and rules in HAR relating to Ignition Interlock Devices (HAR Title 19, Chapter 147); and

Honor existing BAID permittees whose devices were installed and maintained by the State's previous BAID vendor, including coordinating receipt of the State's previous BAID vendor's data relating to specific permittees upon request.

3.6 Payment to Hawaii Information Consortium, LLC dba NIC Hawaii

HlePRO is administered by Hawaii Information Consortium, LLC dba NIC Hawaii. NIC Hawaii shall invoice the Contractor(s) directly for payment of transaction fees. Payment shall be made to NIC Hawaii within thirty (30) days from receipt of invoice. HIC is an intended third-party beneficiary of transaction fees, which are used to fund the operation, maintenance, and future enhancements of the HlePRO system.

Section 4: Instructions to Offerors – Proposal Submission

4.1 Proposal Objectives

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

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

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

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

4.2 Proposal Structure and Labeling

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

4.3 Proposal Submission Instructions

Proposals shall be received by December 29th 4:00 P.M. HST through the Hawaii Electronic Procurement System (HlePRO). Proposals received after the deadline and/or through any sources other than HlePRO will be rejected.

4.4 Electronic Submission of Proposals

Proposals shall be submitted and received electronically through HlePRO by the date and time listed in Section 1.3 Schedule and Significant Dates. This electronically submitted offer shall be considered the original. Any offers received outside of the HlePRO, including faxed or e-mailed offers, shall not be accepted, or considered for award. Any offer received after the due date and time shall be rejected. (See Section 2.2 Electronic Procurement for further information.) **The maximum file size that HlePRO can accept is 100MB. Files larger than 100MB shall be reduced into two or more files.**

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

4.5 Required Format and Content

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

1. **Table of Contents.** A Table of Contents shall be included with each proposal. All major parts of the proposal shall be identified by referencing page numbers.
2. **Offer Checklist.** Complete and submit all items noted on the Offer Checklist.
3. **Offer Form, OF-1.** Offeror shall complete and sign OF-1 Offer Form. See Special Provisions, 8.11 Proposal Preparation.
 - a. **OF Form, OF-1**
 - b. **OF Form, OF-2 Client References**
 - c. **Statement of Work (SOW) or scope or work.**
4. **Executive Summary.** The executive summary [not to exceed one (1) page] is to briefly describe the Offeror's Proposal. This summary should highlight the major features of the Proposal. The response should demonstrate the Offeror's understanding of and ability to meet the Administrative and Technical Requirements of the RFP. The State should be able to determine the essence of the Proposal by reading the executive summary. This summary will not be evaluated for points, but rather is a high-level explanation of the entire proposal.
5. **Evaluation Criteria Submittals (Refer to Section 5 Evaluation and Award).**

This section shall be sub-divided by the evaluation criteria and include the narrative and any other requirements. Section 5.7.

- a. Management Approach – See Section 6.1. Submittal included in the Statement of Work and OF-2 for Client references should be attachment 2.
- b. Technical and Device – See Section 6.2. Submittal included in Statement of Work (attachment 3), any proprietary information as separate attachment 4.
- c. Education and Training– See section 6.3. Submittal included in Statement of Work (attachment 3).
- d. Expense and Price. See Section 6.4. Offeror shall include price breakdown in the Statement of Work (attachment 3).

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

Information included in the Confidential, Protected or Proprietary Information section of an Offeror's proposal is not automatically accepted as protected. All information identified in the section will be subject to review by the State in accordance with HAR §3-122-58.

4.6 Each Offeror to Bear its Own Costs

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

Section 5: Evaluation and Award

5.1 Evaluation of Proposals

An evaluation committee of at least three (3) qualified State employees selected by the HDOT Procurement Officer, shall evaluate proposals for the contract. The evaluation will be based solely on Section 6 Evaluation Criteria and the process described in this section.

5.2 Right to Waive Minor Irregularities

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

5.3 Initial Review and Award without Discussions

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

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

5.4 Discussion with Priority Listed Offerors

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

If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may limit the priority list to three (3) highest ranked, responsible Offerors.

The State may invite priority listed Offerors to discuss their proposals to ensure thorough, mutual understanding. The State in its sole discretion shall schedule the time and location for these discussions, generally within the timeframe indicated in Section 1.3 Schedule and Significant Dates. The State may also conduct discussions with priority listed Offerors to clarify issues regarding the proposals before requesting Best and Final Offers, if

necessary.

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

5.5 Best and Final Offers

If deemed appropriate by the State in its sole discretion, the State may request each Offeror to submit its BAFO. The request shall be issued via an Addendum, which will provide guidance and additional instructions. Offeror's BAFOs shall be submitted to the State through HlePRO on or before the deadline called for. If an Offeror fails to do so, its last submitted Offer shall be deemed its BAFO.

The BAFOs will be evaluated by the Evaluation Committee taking into consideration the Evaluation Criteria set forth in Section 6 Evaluation Criteria.

5.6 Award of Contract

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

5.7 Responsibility of Offeror

Pursuant to HRS §103D-310(c), the selected Offeror shall at the time of award be compliant with all laws governing entities doing business in the State of Hawaii. See Special Provisions Section 8.10 Responsibility of Offerors.

5.8 Evaluation Criteria

The following criteria shall be used in evaluating the Offerors:

Table 2 - Evaluation Criteria

Evaluation Category	Evaluation Subcategory	Point Breakdown	Points Possible
Evaluation Criteria 1: Management Approach	Experience (Jurisdictions and Years) (section 3.2.1.)	100	
	Scope of Work (Section 8.1)	250	
	Policy and Promotion	150	
	Subtotal		500
Evaluation Criteria 2: Technical Approach	Innovation	50	
	Statewide Services Plan (Section 3.2.3)	150	
	Breath Alcohol Ignition Interlock Device Specifications (Section 3.2.6)	100	
	Subtotal		300
Evaluation Criteria 3: Education and Training	Education to Permittees	100	
	Training	100	
	Subtotal		200
Evaluation Criteria 4: Expenses and Price	Financial Relief Plan	50	
	Price to Permittees (general)	100	
	Financial Stability	50	
	Subtotal		200
Total points possible			1200

5.8 Scoring Process

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

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

- 0- The Proposal fails to address the criterion or cannot be assessed due to missing or incomplete information. Offeror has not demonstrated sufficient knowledge of the subject matter or has grossly failed to explain how the requirement(s) is met.
- 1- **Poor.** The criterion is inadequately addressed, Offeror demonstrates only a slight ability to comply, or there are serious inherent weaknesses.

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

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

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

Example:

4 Very Good	X	25	= 20
5			

1 Poor	X	25	= 5
5			

5.9 Notice of Award

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

5.10 Debriefing

Any request for debriefing shall be submitted in writing to the Director of Transportation in accordance with HRS §103D-303, and HAR §3-122-60.

Any protest of this solicitation shall be submitted in writing to the Director of

Transportation in accordance with HRS §103D-701 and HAR §3-126. See Special Provisions Section 8.14 Protest Procedures for submitting a protest.

Section 6: Evaluation Criteria

Evaluation Criteria 1: Management approach

6.1 Management Approach Submittal

This section contains requirements pertaining to the Offeror's management approach relating to this RFP. Offeror shall use the **Statement of Work** document to submit a narrative of a maximum of 30 pages showing how they met or exceeded requirements of previous work, project examples, etc. Narratives to be submitted in size 12 Arial font or equivalent.

Management Approach should include sub-factors such as:

Subcategory 1: Experience (Jurisdictions, Years) This is further explained in Section 3.2.1.

Offeror shall use and complete Offer Forms OF-2 Client References, "Attachment 2." The Offer Form OF-2 Client References should include the names and contact information of references for at least five (5) jurisdictions with minimum of three (3) years' experience, in which the Offeror has had experience installing and operating BAIDs.

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

The results of the reference checks will be reflected in the evaluation score for this criterion. Full points will not be awarded without confirmation of services from at least 5 listed clients. Offerors are encouraged to notify references with due notice.

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

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

For purposes of this evaluation, recency is defined as active or completed efforts performed within the past ten (10) years from the closing date of this solicitation. The more recent the effort the higher recency score it will receive, as follows:

PERFORMANCE / PAST RECENCY RATING	
Rating	Definition
3-Very Recent	Current BAID service with another state or jurisdiction.
2-Recent	Completion of a service project within the last year (1) to four (4) years
1-Not Recent	Completion of a service project within the last five (5) to ten (10) years

Final Performance Rating

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

Subcategory 2: Scope of Work

The offeror shall use the form labeled “Statement of Work” a core part of the proposal. The Offeror’s proposed Scope of Work will be scored based on the ability to comprehensively explain how the vendor will fulfill the expectations outlined in this RFP.

Scope of work can include but is not limited to:

- a) A clear understanding of the statement of work required for the project, with a work plan that will ensure the achievement of task objectives.
- b) A clear understanding of applicable state laws, surrounding BAIDs included in Table 1 of section 1, regulations and demonstrate a viable plan for implementing these requirements.

- c) A clear understanding of federal, state and agency requirements pertaining to the vendor and the BAID.
- d) A viable plan to partner with key agencies* to ensure processes are conducted according to legal processes and procedures.
- e) A viable transition plan from the State's previous BAID vendor system to the Offeror's system, including data management and sharing, with contingency planning and established milestones.
- f) A risk assessment and risk mitigation plan.
- g) A quality control plan that includes key performance indicators as described in Section 7 of the Contract Management Section.
- h) The approach to tracking and achieving the required deliverables.
- i) Reciprocity plan for BAIDs mandated in other states.
- j) Emergency plan.

*Key agencies include but are not limited to Hawaii DOT MVSO, Judiciary (courts and ADLRO), Prosecutors, Law Enforcement, and County Driver's Licensing Divisions.

Scope of Work	
Rating	Definition
3-Complete and clear.	Scope clearly highlights all essential objectives and tasks and includes sufficient description to how the vendor will execute all legal and procedural requirements.
2-Mostly Complete	Scope highlights most essential objectives and tasks but lacks key details on planned execution of essential objectives and tasks or lacks clear description in how they will achieve requirements.
1-Incomplete	Scope lacks clear objectives and or tasks that would provide confidence in the proposal as a representation of the vendor.

Subcategory 3: Policy and Promotion

Included in your scope should be an understanding of existing legislative policy, and a plan to actively address legislative requests, sustain and or advance BAID services, incorporate new technology, and address future trends effecting enforcement, vehicle types, adjudication, sentencing, and intoxicating substances besides alcohol.

Offerors will be awarded full points for demonstrating:

1. Experience in working with the state legislative processes.
2. Ability to advance policy without undermining the original intent of an ignition interlock law.
3. Details in their scope of work that highlight technological advancements and or research.

Policy and Promotion	
Rating	Definition
4-Excellent	Scope highlights experience with the state legislative processes, ability to advance policy, and highlights technological advancements and or research.
3-Good	Scope highlights experience on two of the three policy components.
2-Fair	Scope highlights one of the policy components.
1-Poor	Scope does not highlight any policy or promotion elements.

Evaluation Criteria 2: Technical Approach

6.2 Technical Approach Submittal

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

Subcategory 1: Innovation

Included in your scope can identify specific attachments that demonstrate innovative approaches to conducting an ignition interlock business. Due to the potential sensitivity of this subcategory, Offerors may include general terms in the scope of work and provide separate attachments labeled clearly as “innovative and proprietary.” Such attachments will be treated confidentially.

Offerors will be awarded full points for demonstrating:

1. Past and current process and/or performance evaluations in which they improved the way they conduct business.
2. Involvement in past and current research on ignition interlock devices and or policy. Please cite and published research.
3. Recognition of policy challenges or trends and demonstrates how Offeror overcame or plans to overcome policy challenges or trends.
4. Is working or has existing technology or approaches to advance the ignition interlock industry.

Innovation	
Rating	Definition
4-Excellent	Attachment includes an example of a past or ongoing performance or process evaluation; research; addressing policy and or trends; and technology or approaches.
3-Good	Attachment includes demonstration of 2 out of the 4 components listed above.
2-Fair	Attachment includes demonstration of 1 out of the 4 components listed above
1-Poor	No attachments or explanation of innovation included in scope of work.

Subcategory 2: Statewide services plan (Section 3.2.3)

Included as a component within the scope of work, should be a plan of action on how to achieve requirements described in section 3.2.3.

Offerors will be awarded full points for demonstrating the Offeror’s ability to meet the requirements listed in 3.2.3. Since this is an essential component of Hawaii’s Ignition Interlock program, if the Offeror cannot demonstrate ability to achieve requirements to provide statewide services the proposal will be awarded no points under this subcategory.

Statewide services	
Rating	Definition
3-Statewide capacity	Scope clearly highlights all essential objectives and tasks and includes sufficient description to how the vendor will execute all legal and procedural requirements.
0-Incomplete	Scope lacks clear objectives and or tasks that would provide confidence in the proposal as a representation of the vendor.

Subcategory 3: Breath Alcohol Ignition Interlock Device Specifications (Section 3)

Hawaii Administrative Rules and Hawaii Revised Statutes outline specifications required by ignition interlock vendors and the devices they provide. Use the scope of work to outline Offeror’s ability to meet devices specifications. This can include highlighted details in a tech sheet or written explanation of specifications. See Table 1 relating to Hawaii Laws, Administrative Rules and Acts pertaining to Ignition Interlock Specifications.

BAIIDs Specifications	
Rating	Definition
3-Excellent	Offeror provides sufficient information demonstrating BAIIDs meet Federal and State specifications articulated in Section 3.
2-Good	Offeror provides information demonstrating BAIIDs meet Federal, and State Requirements articulated in Section 3, but does not meet certain specifications.
1-Fair	Offeror provides information demonstrating BAIIDs but is missing information to how they meet either State or Federal specifications.
0-Poor	No provision of information demonstrating BAIIDs meet State or Federal specifications.

Evaluation Criteria 3: Educational approach

6.3 Education subfactors

Subcategory 1: Education to Permittees (Section 3.2.5)

Hawaii is comprised of many different cultures and languages. Like with legal proceedings, it is important that processes and procedures are communicated clearly to all BAIID permittees. It is upon the Offeror to conduct appropriate research and develop clear and easy means of communicating the BAIID lease, proper use of a BAIID, required services and data uploads or downloads, and violations. Offeror will include this information in the scope of work. Education materials can be provided in printed, web published, and or video format, but should be accessible regardless of the person's access to a smart phone or the internet.

Offerors will be awarded full points for demonstrating their ability to provide language services or communication techniques that can clearly convey proper operation of the BAIID to the permittee regardless of their spoken language.

The following table lists common languages among requests for interpretation in Hawaii's Courts.

More common	Less common
Chuukese, Ilokano, Japanese, Korean, Marshallese, Samoan, Spanish, and Tagalog	French, German, Laotian, Mandarin, Pohnpeian, Portuguese, Russian, Thai, Tongan, and Vietnamese

Education to Permittees	
Rating	Definition
4-Excellent	Offer provides examples of education materials that can be adapted to meet the language needs of Hawaii.
3-Good	Offer provides examples of education materials, but they are unclear if they will meet the language needs of Hawaii.
2-Fair	Offer provides examples of education materials but does not provide language services outside of English.
1-Poor	Offer provides little to no information about their education materials.

Subcategory 2: Training

For an ignition interlock program to be successful, partnering agencies should fully understand what a BAIID is, how it functions, surrounding laws and requirements as well as ways for enforcement to identify a BAIID permit, tampering, or circumvention. The Offeror shall submit a training plan that addresses frequency and willingness to

partner with the courts, HDOT, ADLRO, and law enforcement.

Training	
Rating	Definition
3-Excellent	Offer provides examples of past trainings and a plan on how they could adapt trainings to meet Hawaii’s requirements and agency needs.
2-Good	Offer provides either examples of past trainings or plan to address training needs.
1-Fair	Offer acknowledges the need for training but has no experience nor provides a plan to address training needs.

Evaluation Criteria 4: Expense and Price

6.4 Expense and Price

Subcategory 1: Financial relief plan

Offeror shall submit a plan how they plan to comply with HAR 19-147-6 (d) which would afford assistance to qualified permittees receiving government assistance.

Financial Relief Plan	
Rating	Definition
4-Excellent	Offer provides examples of financial relief plan that is 50% or greater than the gross cost to a permittee that proves that they need financial assistance.
3-Great	Offer provides examples of financial relief plan that is between 30%-49% of the gross cost.
2-Good	Offer provides examples of financial relief plan that is between 11%-29% off the gross cost.
1-Fair	Offer provides examples of financial relief plan that is between 1%-10% of the gross cost.
0-Poor	Offer does not provide a financial relief plan.

Subcategory 2: Price offered to permittees (general) required to install an ignition interlock under the law

Offeror shall include in their scope of work the average six-month cost including a breakdown of all fees associated with a lease of an ignition interlock including but not limited to installation, deinstallation, monthly service fees, maintenance, and lock outs.

The Offeror should explain how their costs and fees will be published for the permittee.

Included in the price description should be an additional clear understanding of all costs, fees, and ability to install a BAID to the following tiered vehicle types:

- Tier 1 Vehicle: Standard ignition (i.e., 2007 ford explorer)
- Tier 2 Vehicle: Hybrid or electric push ignition (i.e., Toyota Prius)
- Tier 3 Vehicle: All electric ignition (i.e., Tesla)
- Tier 4 Vehicle: Motor scooters and motorcycles.

Full points will be awarded to Offerors that provides an average six-month cost for each vehicle tier and a breakdown of all costs of installation, deinstallation, monthly service fee, deinstallation, examples extra charges for tampering or lockouts (not associated with BAID malfunction), and any additional fees associated with the total cost

Price to Permittees	
Rating	Definition
4-Excellent	Provides clear outline to all associated costs for a six-month period (without discounts) for all tiers of vehicles.
3-Great	Provides clear outline to all associated costs for a six-month period (without discounts) for all but tier 4 vehicles.
2-Good	Provides a six-month period price (without discounts) but does not include vehicle tier or price breakdown.
1-Fair	Provides a six-month period price (without discounts) but does not include vehicle tier and price breakdown.

Subcategory 3: Financial stability

Offeror shall demonstrate a basic financial health of their business and assure they will be able to provide BAID services for the state of Hawaii for a minimum of 5 years.

Financial Stability	
Rating	Definition
3-Good	Good financial goals, net worth, budget, price reasonableness and sustainable business model.
2-Fair	Fair financial goals, net worth, budget, price reasonableness and sustainable business model.
1-Poor	Poor financial goals, net worth, budget, price reasonableness and sustainable business model.

Section 7: Contract Management

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

7.1 Post-Award Communications: Contract Administrator

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

Kari Benes
Highway Safety Manager
Kari.I.Benes@hawaii.gov
Phone: (808) 587-6301; Fax: (808) 587-6303

7.2 Contractor/State Meetings

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

7.3 Dispute Process and Escalation

Follow 103D General Conditions - Disputes. Disputes shall be resolved in accordance with section 103D-703, Hawaii Revised Statutes (HRS), and chapter 3-126, Hawaii Administrative Rules (HAR), as the same may be amended from time to time.

7.4 Quality Control

The Contractor shall provide quality services/products and management oversight of all processes. The Contractor shall use key performance indicators that are acceptable within the specific market industry to manage and monitor quality performance. The Contractor shall provide accurate data/reports and meet deliverables, with emphasis on the overall success and positive impact of BAID services. The Contractor shall provide management, support, and qualified personnel to accomplish the objectives of this contract.

7.4.1 Key Performance Indicators (KPIs)

RFP Reference	Items	Standard Performance Expectation	Due Date
Section 8.	Length of time to complete transition and implementation.	Within 90 days of notice to proceed	
Section 8.1.3	Number of service centers established across the state fully operational	A minimum of one service center on Oahu, Molokai, Maui, Lanai, and Kauai. A minimum of 4 service stations on Hawaii County.	Within 30 days of signed contract between state and Offeror.
Section 8.6	Transition	Permittees cost of lease honored, service sustained	Within 30 days of signed contract between state and Offeror.
Section 3.2.8	Compliance based certification process (Act 94)	Communication and DOT certification of compliance established.	Within 30 days of the signed contract between the state and the offeror.

7.5 Post Award Deliverables

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

RFP Reference	Due Date	Deliverable	Action Required
Section 1.4	Within 30 days of Notice of Award	Complete and signed lease agreement between Vendor and HDOT.	Vendor signs and returns original copy of the lease agreement to HDOT within 30 days of Notice of Award.
Section 8.17 Liability Insurance	Prior to the start of the contract	Liability Insurance Certificates	Contractor shall maintain during the life of the contract.
Section 8.1.4 Reports	As requested,	Reports include but not limited to:	Contractor shall provide as requested.

		Points of contacts, service centers, web published information, first 30-day report, and transition.	
Section 3	Within 3 months of signed contract between state and Offeror.	Evaluation of Requirements	Evaluation checklist will be completed and filed.

Section 8: Special Provisions

8.1 Scope

Pursuant to HAR 19-147-4 the selected vendor will be responsible for certifying, installing, maintaining, monitor and removal of ignition interlock devices.

Scope of work can include but is not limited to:

- a) A clear understanding of the statement of work required for the project, with a work plan that will ensure the achievement of task objectives.
- b) A clear understanding of applicable state laws included in Table 1 of section 1, regulations, and a viable plan for implementing these requirements.
- c) A clear understanding of federal, state and agency requirements pertaining to the vendor and the BAID.
- d) A viable plan to partner with key state agencies and law enforcement to ensure task objectives are conducted according to the intent of this program, legal processes, and procedures.
- e) A viable transition plan from the State's previous BAID vendor system to the Offeror's system, including data management and sharing, with contingency planning and established milestones.
- f) An overall effective strategy that accomplishes all project goals as outlined in the Statement of Work.
- g) A risk assessment and risk mitigation plan.
- h) A quality control plan that includes key performance indicators as described in Section 7 of the Contract Management Section.
- i) The approach to tracking and achieving the required deliverables.

Offeror should reference the following sections in preparing their scope of work

Background of the procurement: See section 1

Objectives to be achieved: See section 3

Offeror should reference either requirements listed in section 3, Hawaii Revised Statutes, Hawaii Administrative rules, or guidance cited in this RFP.

- A. Operate a statewide full-service ignition interlock business, providing certified ignition interlock devices to those required under the law to install an ignition interlock device on their vehicle(s).
- B. Follow procedures and standards for certifying ignition interlock devices.
- C. Develop and maintain a partnership with key agencies such as the Hawaii

Department of Transportation, State Judiciary, Administrative Driver's License Revocation Office, and local law enforcement agencies.

- D. Provide all necessary data and permittee records to lead agencies and especially the Hawaii Department of Transportation as it pertains to proof of compliance in maintaining an ignition interlock device on a vehicle for the prescribed duration under the law.

8.1.1 Contractor's tasks

- A. Provide Hawaii Department of Transportation with appropriate documentation as described in this RFP to conduct business and meet administrative objectives.
- B. Set up a minimum of one service center on Oahu, Molokai, Maui, Lanai, and Kauai. A minimum of 4 service stations on Hawaii County.
- C. Set up communications and documentation protocol between vendor, vendor services and ADLRO and the courts to confirm compliance with ADLRO and court ordered ignition interlock devices.
- D. Set up communications and documentation protocol between vendor and Hawaii Department of Transportation to comply with Act 94 and lifetime revocation permittees.
- E. Oversee the provision, installation, deinstallation, responding to lockouts, reporting circumvention, maintaining a fully functioning database with real-time information about permittees, and managing expenses and costs of operating the BAIID service.

.2 Deliverables

- A. Document, provide, and present the ADLRO, courts, and HDOT MVSO with appropriate points of contact, list of service centers, an overview of technical features of the ignition interlock device(s).
- B. Provide HDOT MVSO with initial copy of lease agreements, BAIID certification documentation, verification of documentation listed in section 8.9 and 8.10, and applicable liability insurance policy copies.
- C. Provide a web-publishable document or link that can be distributed to all respective agencies including important information about the ignition interlock devices, language services, how to properly use the device,

locations of service centers, troubleshooting, violations, lockouts, monthly calibration, how a permittee can reach someone 24 hours a day, 7 days a week.

- D. After the first 30 days of business, provide the Hawaii Department of transportation with a sample report including all items listed below in section 8.2., a quantity of how many ignition interlocks were successfully installed, and any issues confronted with installation, deinstallation or calibration.
- E. Work with existing vendor to ensure appropriate transfer of permittees. Waive the cost of installation and honor the monthly price of calibration and deinstallation until their service term expires. See section 8.6.

8.2 Procedures and standards for the certification of the vendor

Pursuant to HAR 19-147-5 (b)(2), the vendor shall: have knowledge and experience to certify, install, maintain, monitor and remove ignition interlock devices; be certified by the manufacture to install maintain, monitor and remove the ignition interlock devices; install, maintain, monitor and remove ignition interlock devices statewide; provide training on the use of the ignition interlock devices to drivers who are required to have an ignition interlock device pursuant to HRS 291E; schedule the driver for all necessary readings and maintenance of the device; and provide periodic reports to the Department and requesting agencies on the use of each ignition interlock device installed pursuant to HRS chapter 291E; the report shall include data such as:

- A record of vehicle usage, including dates and times driven.
- A record of photos linking permittee using the BAID.
- All attempts to circumvent the device.
- All attempts to tamper with the device.
- All attempts to start the vehicle without first taking an initial breath test.
- All attempts to continue driving the vehicle without taking a random retest.
- The date, time, alcohol concentration of the driver and success or failure of each random retest.
- Total number of events recorded by the data recorder since the last service visit.
- Total number of vehicles starts.

8.3 Partial financial relief

A vendor shall provide partial financial relief for the installation and periodic calibration charges to permittees that apply for such assistance and receive either Supplemental Nutrition Assistance Program (SNAP); or free services under the Older Americans Act or Developmentally Disabled Assistance and Bill of Rights Act.

8.4 Procedures for the certification of ignition interlock devices

Pursuant to HAR 19-147-7, the vendor shall arrange for the certification of the ignition interlock devices and provide the director with appropriate documentation. See HAR 19-147-7 for details.

8.5 Intellectual Property Rights

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

8.6 Transition plan in honoring existing ignition interlock permittees

The Offeror, upon contract execution, will need to in good faith honor existing BAIID permittees' cost for maintenance, calibration, cost of lease, and deinstallation. "Good faith in honoring the existing BAIID permittees' cost for maintenance, calibration, cost of lease, and deinstallation" may include, but is not limited to:

- Deinstalling a BAIID from the previous vendor and reinstalling a BAIID through the Offeror.
- Honor existing BAIID permittees payments and not require additional payment for services through Offeror.
- Data retention on which permittees had BAIIDs installed under the previous vendor.
- Data collection and retention from the previous vendor relating to permittee violations of the BAIID during the time it was installed in their vehicle.
- Working with HDOT to determine the best way to transfer relevant data from the previous vendor's data system to the Offeror's data system.
- A professional working relationship with the previous vendor to address any unexpected transition issues; and
- The ability to comprehend the previous vendor's data as it relates to BAIID installation, maintenance, and violation history.

8.7 End of Term or Contract Period

The contractor shall provide a close of service plan that would commence at the end of

the original five-year contract period.

8.8 Termination for Convenience or Unavailability of Funds

The following conditions shall exist for termination of contract:

- 1) Legislative or legal conditions that invalidate the existence of an ignition interlock program; or
- 2) Agreement between the State and the Offeror upon audit or investigation BAID services were not performed according to business requirements (section 8.9, and 8.10) or as agreed upon in the signed contract.

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

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

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

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

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

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

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

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

This section shall not apply to:

- 1) Managerial, supervisory, or clerical personnel.
- 2) Contracts for supplies, materials, or printing.
- 3) Contracts for utility services.

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

8.10 Responsibility of Offerors

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

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

8.10.1 Vendor Compliance - Hawaii Compliance Express (HCE)

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

8.10.2 Timely Registration on HCE

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

8.10.3 Verification of Compliance on the HCE

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

8.10.4 Vendor Compliance - Paper Documents

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

8.10.4.1 HRS Chapter 237 Tax Clearance Requirement for Award

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

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

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

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

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

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

This is not required if utilizing the Hawaii Compliance Express

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

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

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

8.10.6 Timely Registration

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

8.10.7 Verification of Compliance

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

8.10.8 Required Review

Before submitting a proposal, each Offeror shall thoroughly and carefully examine this RFP, any attachment, addendum, and any other relevant document, to ensure Offeror understands the requirements of the RFP. Offeror shall also become familiar with State, local, and Federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work required.

Should Offeror find defects and questionable or objectionable items in the RFP, Offeror shall notify the State in writing prior to the deadline for written questions as stated in the Section 1.3 Schedule and Significant Dates, as amended. This will allow the issuance of any necessary corrections and/or amendments to the RFP by addendum and mitigate reliance on a defective solicitation and exposure of proposal(s) upon which award could not be made.

8.11 Proposal Preparation

8.11.1 Offer Form OF-1

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

the appropriate space on OFFER FORM page OF-1.

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

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

8.11.2 Offer Guaranty

An offer guaranty is NOT required for this RFP.

8.11.3 Tax Liability and County Surcharge

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

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

8.11.4 Federal I.D. No. and Hawaii General Excise Tax License I.D.

Offeror shall submit its current Federal I.D. No. and Hawaii General Excise Tax License I.D. number in the space provided on OFFER FORM, page OF-1, thereby attesting that the Offeror is doing business in the State and that Offeror will pay such taxes on all sales made to the State.

8.12 Confidentiality

8.12.1 If an Offeror in good faith considers a portion of an Offer, or correspondence with the State, to contain confidential information, it shall follow the procedures set forth in Section 4 Required Format and Content. Costs included or required to be included in an Offer cannot be confidential and will not be withheld from public access.

8.12.2 Any Offeror may request the nondisclosure of designated trade secrets or other proprietary data it considers confidential. Such request shall be in writing specifically identifying the information or material asserted to

be confidential and the justification for confidential treatment. The request shall be submitted with the submission of the Offer. The information or material asserted by the Offeror to be confidential to the Offeror shall be clearly marked and be submitted in or with the Offer in such manner as to be readily separable from the Offer (or remaining portion of the Offer) to facilitate public access to and inspection of the non-confidential portion of the Offer. Total Cost proposals cannot be marked confidential.

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

8.13 Redaction by the State

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

8.14 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:

Director of Transportation
Aliiimoku Building
869 Punchbowl Street
Honolulu, HI 96813

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

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

8.15 Notice to Proceed

Work will commence on the official commencement date specified on the Notice to Proceed.

8.16 Contract Execution

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

No performance or payment bond is required for this contract.

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

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

8.17 Liability Insurance

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

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

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

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

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.

Professional and Technology-Based Services Liability Insurance shall be required to insure against damages and claim the expense as a result of claims arising from actual or alleged wrongful acts in performing cyber and technology activities in the amount of \$1,000,000, per accident/occurrence/annual aggregate.

Each insurance policy required by this contract (with the exception of the Professional Liability policy), including a Subcontractor's policy, shall contain the following clauses:

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

- B. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

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

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

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

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

8.18 Contract Invalidation

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

8.19 Mistakes in Proposals

- 8.19.1** Mistakes shall not be corrected after awarding of the contract.

8.20 Modification Prior to Submittal Deadline or Withdrawal of Offers

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

8.21 Re-execution of Work

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

RFP# MVSO-291E22

State of Hawaii Department of Transportation
Kari Benes
Highways Division- Motor Vehicle Safety Office
98-399 Ponohana Place,
Aiea, HI 96701

Dear Kari Benes,

The undersigned has carefully read and understands the terms and conditions specified in the Requirements and Special Provisions attached hereto, [may include any General Provisions your agency implements], dated XX/XXXX, and the AG General Conditions, Form AG-008 or as amended; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this bid, 1) Offeror is declaring this offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) Offeror is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

Sole Proprietor Partnership *Corporation Joint Venture

Other _____

*State of incorporation: _____

Hawaii General Excise Tax License I.D.
No. _____

Payment address
(other than street address
below):

City, State, Zip Code: _____

Business address (street
address):

City, State, Zip Code: _____

Respectfully submitted:

_____	(x)	_____
Date		Authorized (Original) Signature
_____		_____
Telephone No.		Name and Title (Please Type or Print)
_____	**	Exact Legal Name of Company (Bidder)
Fax No.		

E-mail Address		

**If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the

corporation under which the awarded contract will be executed:

**CLIENT REFERENCES
OFFER FORM OF-2**

Client References: Offeror is required to fill out Section 1 for a minimum of three (3) references to customers who received services similar to those called out in this RFP.

Section 1. To be completed by the Offeror and submitted with offer.

Customer Name #1: _____
Address: _____
Reference Name: _____
Current Phone: _____
E-mail address: _____

Customer Name #2: _____
Address: _____
Reference Name: _____
Current Phone: _____
E-mail address: _____

Customer Name #3: _____
Address: _____
Reference Name: _____
Current Phone: _____
E-mail address: _____

Customer Name #4: _____
Address: _____
Reference Name: _____
Current Phone: _____
E-mail address: _____

Customer Name #5: _____
Address: _____
Reference Name: _____
Current Phone: _____
E-mail address: _____

The State may contact all of the references listed to inquire about Offeror's equipment, services, performance, and degree of customer satisfaction. Full points for references will not be awarded unless Section 2 and 3 are attached in HlePRO from referenced customers in accordance with Section 6.

**STATEMENT OF WORK
FOR
RFP: MVSO-291E22**

It is anticipated that the proposed Statement of Work (SOW) will be incorporated as an attachment to the resultant award instrument. The SOW, without restrictive markings, is your company's affirmation that the SOW is non-proprietary.

BAIID Services

1. BACKGROUND

[The Contractor explains details of the project]

2. OBJECTIVE

[The Contractor gives a clear objective statement]

3. SCOPE OF WORK

[This section should describe, in general terms, the work effort that will be performed by the Contractor.]

4. REQUIREMENTS

[This section shall describe each task(s) the Contractor shall perform using complete sentences. The task(s) shall be arranged systematically and logically so that both parties (Contractor and State) understand the desired effort. All task(s) shall be listed in chronological order. The task(s) shall be explained in clear and understandable terms. Include any industry-specific standards that need to be adhered to in fulfilling the SOW.]

(NOTE: Numbering of tasks shall be as follows 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, etc.)

5. DELIVERABLES & QUALITY CONTROL REQUIRED KEY PERFORMANCE INDICATORS

[Deliverable product(s) consist of, but are not limited to, monthly or quarterly progress reports, final reports, software, and hardware (contractor acquired property, government furnished property, prototypes). In this section all of the deliverable items should be defined.]