



State of Hawaii
Workforce Development Division,
Department of Labor and Industrial
Relations

RELEASE DATE: March 29, 2023

REQUEST FOR PROPOSALS
No. RFP-23-WDD-QUEST-01

OFFERS FOR

Community and Participant Outreach
for Quality Jobs, Equity, Strategy and
Training (QUEST) Dislocated Worker Grant
(DWG)

WILL BE RECEIVED UP TO 12:00 PM (HST) ON APRIL 28, 2023, VIA THE STATE OF
HAWAII EPROCUREMENT SYSTEM LOCATED AT [HTTPS://HIEPRO.EHAWAII.GOV.](https://hiepro.ehawaii.gov)
DIRECT QUESTIONS RELATING TO THIS SOLICITATION BY POSTING THEM ON
THE HAWAII EPROCUREMENT SYSTEM ([HTTPS://HIEPRO.EHAWAII.GOV.](https://hiepro.ehawaii.gov))

Maricar Pilotin-Freitas
Administrator
Workforce Development Division

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SECTION ONE

INTRODUCTION, TERMS AND ACRONYMS, AND KEY DATES

1.1 INTRODUCTION

The Workforce Development Division (WDD) is requesting proposals from a vendor to provide community and participant outreach that is culturally and linguistically appropriate to ensure eligible individuals know about and can participate and succeed by utilizing services provided by the Quality Jobs, Equity, Strategy and Training (QUEST) Dislocated Worker Grant's (DWG), particularly marginalized individuals and communities. Grant funds may be used to conduct and execute focused outreach campaigns to reach historically marginalized communities and other priority participant populations adversely affected by the COVID-19 pandemic.

A vendor (the Offeror) may be a for-profit company or a non-profit organization, capable of developing and conducting outreach programs.

1.2 CANCELLATION

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

1.3 TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION

BAFO	Best and Final Offer
CPO	Chief Procurement Officer
DAGS	Department of Accounting and General Services
DLIR	Department of Labor and Industrial Relations
GC	General Conditions, issued by the Department of the Attorney General
GET	General Excise Tax
GP	General Provisions
Procurement Officer	The contracting officer for the State of Hawaii Workforce Development Division
State	State of Hawaii, including its departments, agencies, and political subdivisions
WDD	Workforce Development Division
WIOA	Workforce Innovation and Opportunity Act

1.4 RFP SCHEDULE AND SIGNIFICANT DATES

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

Release of Request for Proposals	March 29, 2023
Due Date to Submit Questions	April 14, 2023, at 12:00 PM
State’s Response to Questions	April 21, 2023, at 12:00 PM
Proposals Due Date/Time	April 28, 2023, at 12:00 PM
Proposal Evaluations	May 1-5, 2023
Discussion with Priority Listed Offerors (if necessary)	May 8-12, 2023
Best and Final Offer (if necessary)	May 17, 2023 at 12:00 PM
Notice of Award	May 19, 2023 at 12:00 PM
Contract Start Date	June 16, 2023 at 9:00 AM

1.5 QUESTIONS AND ANSWERS PRIOR TO OPENING OF PROPOSALS

All questions shall be submitted online via the State of Hawaii eProcurement system by the due date specified in Section 1.4, *RFP Schedule and Significant Dates*, as amended.

The State will respond to questions through Addenda/Amendments by the date specified in Section 1.4, *RFP Schedule and Significant Dates*, as amended. A response to questions will be posted online via the State of Hawaii eProcurement system.

1.6 SUBMISSION OF PROPOSALS

All proposals shall be submitted online via the State of Hawaii eProcurement system (see <https://hiepro.ehawaii.gov>) by the due date specified in Section 1.4, *RFP Schedule and Significant Dates*, as amended. Any proposal submitted by e-mail or any other means will not be accepted. A single proposal must contain all requested information in one Adobe Acrobat PDF file. The WDD shall not be held liable for any material lost or not received.

SECTION TWO

BACKGROUND AND SCOPE OF WORK

2.1 BACKGROUND

The WDD administers and manages workforce development programs for the State of Hawaii. These programs focus on delivering individualized career services and training services for adults with barriers to employment, workers who had been laid off from their jobs, and youths who had dropped out of school. The Adult, Dislocated Worker, and Youth programs are funded by the U.S. Department of Labor (USDOL). As the administrator of the programs, the WDD must comply with the Workforce Innovation and Opportunity Act of 2014 (WIOA), Public Law 113-128; Federal regulations; USDOL technical guidelines; and State and Local regulations and policies. The WDD works in cooperation with Local Workforce Development Boards to implement the Adult, Dislocated Worker, and Youth programs under Title I.

On September 26, 2022, the USDOL's Employment and Training Administration approved Grant No. DW-39211-22-60-A-15 (hereinafter, Federal Grant), awarding a total of \$10,595,171 to the DLIR. The CFDA Number for this WIOA Quality Jobs, Equity, Strategy, and Training (QUEST) Disaster Recovery Dislocated Worker Grant (DWG) is CFDA 17.277. This Federal Grant is not for research and development.

The QUEST DWG initiative will support employment equity and individual community, and industry resilience as the nation prioritizes economic and employment recovery from the COVID-19 pandemic. QUEST DWGs focus on serving individuals whose employment has been negatively impacted by the pandemic, including individuals from historically marginalized and underserved populations who have been disproportionately impacted, including women, immigrants, lower-wage workers, people of color, people with disabilities, individuals who were formerly incarcerated, and other workers from historically marginalized communities. The goal of the QUEST DWG is to enable individuals who have been adversely affected by the COVID-19 pandemic and the social and economic inequities that the pandemic exacerbated, to enter, return to, or advance in high-quality jobs in growth industries including infrastructure, environment and climate, the care economy, and other critical sectors as defined by DLIR with high-quality jobs. The activities of the QUEST DWG will yield improved individual and community resilience to the ongoing effects of the COVID-19 pandemic. DLIR has identified Information Technology, Agriculture, Engineering, Healthcare, Finance, Aviation and Maritime industry sectors as the focus for this DWG.

2.2 PROJECT OVERVIEW

The WDD seeks a vendor to provide community and participant outreach that is culturally and linguistically appropriate to ensure eligible participants know about and can participate and succeed in the Quality Jobs, Equity, Strategy and Training (QUEST) Dislocated Worker Grant's (DWG) services, particularly marginalized individuals and/or communities. Grant funds may be used to conduct and execute focused outreach campaigns to reach historically marginalized communities and other priority participant populations adversely affected by the COVID-19 pandemic.

A vendor (the Offeror) to be procured will work closely with each American Jobs Center (AJC) located on the islands of Hawaii, Maui and Kauai, along with the WDD branches located on the islands of Hawaii, Maui, Oahu and Kauai. The Offeror may be a for-profit company or a non-profit organization capable of developing and conducting outreach programs.

2.3 PROJECT OBJECTIVES

The Statewide community and participant outreach will accomplish the following objectives:

- 2.3.1 Develop and conduct comprehensive outreach and recruitment activities utilizing a variety of mixed media including, but not limited to print, such as flyers and posters; radio and predominantly digital media to include video for televised and social media distribution, to inform the target individuals of the program and services available from this grant.
 - 2.3.1.1 Provide comprehensive media production and distribution services including creative development, pre-production planning and content development, production of media content, post-production, editing and distribution of the content, and
 - 2.3.1.2 Creative development will include creation of a digital marketing strategy. The Vendor's creative team shall meet with representative from WDD to develop a custom and strategic outreach and digital integration plan specific for each of the four Island communities for use by the American Job Centers and WDD Branches.
 - 2.3.1.3 Pre-production of outreach content will be conducted including script writing, production planning and overall programming development including detailed project timeline.
 - 2.3.1.4 Production of video content will execute the outreach plan and include both photography and videography with a minimum of twenty (20) total videos or varying length produced. Videos shall be representative of all American Job Centers and WDD Branches.
 - 2.3.1.5 Post-production and editing of all products with allowances for revisions. All raw footage to be saved and provided to DLIR WDD upon completion.
- 2.3.2 Distribution will be the key component of project and shall include social media buys including Facebook, Instagram and YouTube at minimum, video news releases, paid media spots on local television news median ad traditional media buys including local television and radio stations.
- 2.3.3 Ensure that outreach efforts are successfully recruiting from target communities resulting in at least 400 participant referrals to AJCs from targeted communities.

- 2.3.3.1 Schedule at least two (2) community outreach activities on each island to identify potential candidates for this program for referral to the AJC.
 - 2.3.3.2 Handoffs of potential candidates to AJCs are expeditious and smooth to avoid any persons inadvertently being dropped before contact from AJCs.
 - 2.3.3.3 Provide information about QUEST candidates that is necessary for QUEST staff of Counties and WDD Branches to contact the QUEST candidate within 48 hours after receiving the referral.
- 2.3.11 Regularly meet with County and WDD QUEST staff at least monthly to evaluate outreach activities, identify issues, and implement solutions.

2.4 SCOPE OF WORK

- 2.4.1 The Offeror shall develop, conduct and execute a comprehensive outreach campaign(s) so eligible participants are informed of, can participate in, and succeed in securing work at safe, well-paying employment. QUEST’s focus is on serving individuals whose employment has been negatively impacted by the pandemic, including individuals from historically marginalized and underserved populations who have been disproportionately impacted, including women, immigrants, lower-wage workers, people of color, people with disabilities, individuals who were formerly incarcerated, and other workers from historically marginalized communities These services shall include at minimum, creative development, pre-production planning and content development, production of media content, post-production and editing and wide distribution of the content. Statewide outreach activities will be coordinated with the American Job Centers and WDD Branches located on the islands of Hawaii, Maui, Oahu and Kauai. Eligible participants shall include the following individuals, as may be amended by WDD:
- 2.4.1.1 Temporarily or permanently laid off as a consequence of the COVID-19 pandemic. Laid off, as defined by the State, shall include:
 - Fired or quit in order to stay home and care for a family member anytime during the period beginning March 1, 2020, and who remains unemployed; or
 - Fired or quit to avoid exposure to what the individual considered unsafe working conditions, including but not limited to, exposure to COVID-19 infection, whether to protect oneself or family or household members anytime during the period beginning March 1, 2020, and who remains unemployed.
 - 2.4.1.2 Long-term unemployed individuals, as defined by the State, shall include:
 - Has no work history specifically in the area of the person’s education, training or certification in the last 26 weeks;

- Has been incarcerated for any period (includes those currently working and/or who have had work experience prior to or after incarceration);
- Retired or separated from military service with other than dishonorable discharge within the last thirty-six (36) months (whether currently working or not);
- Unemployed for four (4) weeks or longer at the time of eligibility determination; or
- Work hours have averaged fewer than thirty (30) hours per week for the last four (4) weeks.

2.4.1.3 Dislocated workers as defined by WIOA Section 3(15).

2.4.1.4 Self-employed individuals who became unemployed or significantly unemployed due to the COVID-19 pandemic disaster.

2.4.2 Offeror must specify in its proposal the activities to be conducted and provide a calendar/schedule of these activities for each island.

2.4.3 Offeror shall submit program data and written monthly fiscal reports for this QUEST DWG to the DLIR.

2.4.3.1 Offeror shall submit a Monthly Narrative Report, no later than twenty (20) days after the end of the month, in a format prescribed by DLIR to report on the status and/or progress of all activities performed during the previous month. The report shall include, but not be limited to:

- Outreach activities, by type and location
- Coordination with other statewide workforce initiatives,
- Number of referrals made to AJC and/or WDD Office, by island for the period and period to date.

2.4.3.2 Offeror shall submit fiscal report forms, as instructed under WIOA Bulletin No. 15-16, Change 2 issued by DLIR on October 14, 2020, no later than twenty (20) calendar days after the end of each month. These reports shall detail the expenditures, including the expenditures incurred, and be certified as accurate.

2.4.3.2 The Offeror shall, upon DLIR's request, submit additional reports and meet with DLIR representatives to discuss the progress of the work required under this Contract.

2.5 WDD RESPONSIBILITIES

2.5.1 The WDD will provide direction and guidance as to expectations for the project.

2.5.2 The WDD will provide relevant information to the Contractor in an organized manner.

2.6 TERM OF CONTRACT

2.6.1 The performance period: June 16, 2023 or upon execution of the contract, whichever is later, through September 15, 2024. A request for no-cost extension of the performance period may be made by DLIR to the Federal Grant Agency. The performance period of this contract may be extended with no additional funding should DLIR's request be approved by the Federal Grant Agency.

2.6.2 Federal funds available: \$450,000. The awarded Contractor shall be compensated on a cost-reimbursement basis.

2.7 CONTRACT ADMINISTRATOR

The Contract Administrator cited here, or authorized representative, is also designated as the official contact person for all communications regarding this RFP and for the purposes of this contract.

Maricar Pilotin-Freitas, Administrator
Workforce Development Division
830 Punchbowl Street, Room 329
Honolulu, HI 96813

Telephone: (808) 586-8817
E-mail: maricar.r.pilotin-freitas@hawaii.gov

SECTION THREE
PROPOSAL FORMAT AND CONTENT

3.1 OFFEROR'S AUTHORITY TO SUBMIT AN OFFER

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

3.2 REQUIRED REVIEW

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

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

3.3 PROPOSAL PREPARATION COSTS

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

3.4 TAX LIABILITY

3.4.1 Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Contractor is advised that they are liable for the Hawaii GET at the current 4.5% for sales made on Oahu, and at the 4% rate for the islands of Hawaii, Maui, Molokai, and Kauai. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

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

3.5 PROPERTY OF STATE

All proposals become the property of the State of Hawaii.

3.6 CONFIDENTIAL INFORMATION

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

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

3.7 EXCEPTIONS

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

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

3.8 PROPOSAL OBJECTIVES

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

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

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

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

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

3.9 PROPOSAL FORMS

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

3.9.2 Offer Form 1, Page OF-1. Offer Form 1 (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 1 (Section Seven, Attachment 1). Failure to do so may delay proper execution of the Contract.

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

3.9.3 Offer Form 2, Page OF-2. Pricing shall be submitted on Offer Form 2 (OF-2) (Section Seven, Attachment 2). The total contract cost shall be the all-inclusive cost, including the GET, to the State. No other costs will be honored. Any unit prices shall be inclusive. Offeror shall include a cost breakdown showing the major costs that comprise the total contract cost proposed. The cost breakdown must show personnel costs and labor hours, equipment costs, major supply costs, any significant costs such as travel, any administrative costs, and direct and indirect costs.

3.10 PROPOSAL CONTENTS

Proposals must:

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

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

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

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

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

3.10.5 Be organized into sections, following the exact format using all titles and numbering described below. Each section must be addressed individually

and pages must be numbered. There is no page limit on the completed proposal.

1. Transmittal Letter. See Section Seven, Attachment 1, Offer Form 1 (OF-1).
2. Pricing. See Section Seven, Attachment 2, Offer Form 2 (OF-2).
3. Experience and Capabilities.

Provide as much detail as possible regarding the following points to show demonstrated experience in completing the scope of work.

- a. Thorough understanding of the Workforce Innovation and Opportunity Act of 2014 (WIOA).
 - b. 5 or more years of experience in developing and conducting outreach activities related to workforce development.
 - c. Successful outreach experience reaching targeted populations.
 - d. Capacity to carry out outreach activities on the islands of Hawaii, Kauai, Maui, and Oahu.
 - e. Key personnel with brief descriptions of relevant experience and education for those who will be dedicated to this project.
4. Sample Projects and/or Examples of Past Work.

Provide at least one examples of past work to show competence and quality utilizing three different outreach media completed within the last three years.

5. Technical Proposal.

Provide as much detail as possible regarding how the scope of work will be implemented. A timeline of activities with a start date and an end date for this project must be provided. In addition, any issues that may arise and any shortfalls that are likely should be described with remedies and strategies to overcome any issues and shortfalls.

6. Exceptions.
7. Certificate of Vendor Compliance.

In good standing with the State of Hawaii and registered with the Hawaii Compliance Express. (See <https://vendors.ehawaii.gov>)

3.11 RECEIPT OF PROPOALS

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

3.12 BEST AND FINAL OFFER (BAFO)

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

3.13 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF OFFERS

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

3.14 MISTAKES IN PROPOSALS

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

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

SECTION FOUR

EVALUATION CRITERIA

Evaluation criteria and the associated points are listed below. The award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the State based on the evaluation criteria listed in this section. As stated in Section 3.6, *Confidential Information*, the Offeror may have portions of its proposal withheld from disclosure to the public. The Offeror must separate those portions of the proposal that it does not want to be disclosed as stated in Section 3.6.2. The Offeror must justify in the Exceptions section why certain portions need to be withheld from disclosure to the public. The cost part of the proposal will not be withheld.

The total number of points that an Offeror can achieve is 100.

To achieve the highest possible points, the Offeror should provide sufficient detail for each criterion in its proposal that will allow the evaluation committee to make a satisfactory judgment.

4.1 Cost Criterion – 20 Points Maximum

The total cost of the project along with a cost breakdown. The cost breakdown must show personnel costs and labor hours, equipment costs, major supply costs, any significant costs such as travel, any administrative costs, and direct and indirect costs. Points may be reduced for an inadequate cost breakdown. The maximum points will be given when all resources have been accounted for and are supported by descriptions in the technical narrative proposal. Ten points will be given when cost items have little to no relevance to or are not supported by the technical narrative proposal. Five points will be given for an incomplete, illogical, or incoherent budget plan.

4.2 Experience and Capabilities Criterion – 30 Points Maximum

Does the vendor have the experience and capabilities outlined in Section 3.10.5? The maximum points will be given if the vendor meets all 7 items (a through g). Points will be reduced proportionately by the number of items that the vendor does not meet. For example, if the vendor only meets 4 out of 7 items, then points will be reduced by approximately 43 percent to 17 points.

4.3 Example Work Criterion – 18 Points Maximum

Sample projects and/or examples of past work demonstrating the scope of work. The vendor must provide at least three examples that show competence and quality in conducting program outreach activities. One examples must be (1) a past program developed within the last three years. The maximum points will be given when all three examples exhibit exceptional quality and relevant work. Six points will be reduced for every example that does not exhibit exceptional quality and relevant work.

4.4 Technical Narrative Criterion – 30 Points Maximum

A technical narrative proposal that describes how the vendor will carry out the scope of work to meet the project objectives. The proposal must include a timeline of activities sufficient to conduct outreach activities for four local workforce areas during the program period. The maximum points will be given when the technical narrative is thoroughly described to explain how the vendor will carry out the scope of work and that the

narrative supports the cost items in the budget plan. Fifteen (15) points will be reduced when the technical narrative is not fully described to show how the scope of work will be carried out. Five points will be given for a technical narrative that is vague, illogical, incoherent, or not relevant to the scope of work.

4.5 Certificate of Vendor Compliance – 2 Point Maximum

Certificate of Vendor Compliance. The vendor must attach a copy of its certificate dated within the last six months of submitting the proposal. 0 points is given if no certificate is attached or the certificate shows the vendor is not in compliance. 1 point is given if the vendor is in compliance.

SECTION FIVE
CONTRACTOR SELECTION AND CONTRACT AWARD

5.1 EVALUATION OF PROPOSALS

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

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

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

5.2 DISCUSSION WITH PRIORITY LISTED OFFERORS

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

5.3 AWARD OF CONTRACT

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

5.4 RESPONSIBILITY OF OFFERORS

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

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

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

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

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

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

5.5 PROPOSAL AS PART OF THE CONTRACT

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

5.6 PUBLIC EXAMINATION OF PROPOSALS

Except for confidential portions, the proposals may be made available for public inspection.

5.7 DEBRIEFING

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

A written request for debriefing shall be made within three (3) working days after the posting of the award of the contract. The Procurement Officer or designee shall hold the debriefing within seven (7) working days to the extent practicable from the receipt date of written request.

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

5.8 PROTEST PROCEDURES

Pursuant to HRS §103D-701 and HAR §3-126-3, an actual or prospective Offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Any protest shall be submitted in writing to the Procurement Officer at:

Maricar Pilotin-Freitas, Administrator
Workforce Development Division
830 Punchbowl Street, Room 329
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 PO's debriefing was completed.

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

5.9 APPROVALS

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

5.10 CONTRACT EXECUTION

Successful Offeror receiving award shall enter into a formal written contract. No performance or payment bond is required for this contract.

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

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

5.11 PAYMENT

A monthly payment shall be made to the awarded Contractor upon receipt of an invoice and the satisfactory performance of service that meets the expectation of the RFP. The total amount to be paid may vary from month to month, depending on the level of service provided in a given month. Only allowable costs will be paid in each monthly payment. The Contractor shall receive a number of monthly payments during the performance period of the contract.

Section 103D-10, HRS, provides that the State shall have thirty calendar days from receipt of invoice or satisfactory delivery of goods or performance of services to make payment. For this reason, the State will reject any proposal submitted with a condition requiring payment within a shorter period. Further, the State will reject any proposal submitted with a condition requiring interest payments greater than that allowed by HRS section 103-10, as amended.

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

5.12 CONTRACT INVALIDATION

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

SECTION SIX
SPECIAL PROVISIONS

6.1 OFFER GUARANTY

A proposal security deposit is NOT required for this RFP.

6.2 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.

6.3 CERTIFICATION OF OFFEROR CONCERNING WAGES, HOURS, AND WORKING CONDITIONS OF EMPLOYEES SUPPLYING SERVICES

All Offerors for service contracts shall comply with section 103-55, Hawaii Revised Statutes, which provides as follows:

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

- Wages: The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work.
- Compliance with labor laws: All applicable laws of the Federal and State governments relating to workers compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

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

It shall be the duty of the governmental 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.

SECTION SEVEN
ATTACHMENTS AND EXHIBITS

- Attachment 1: Offer Form 1 (OF-1)**
- Attachment 2: Offer Form 2 (OF-2)**
- Exhibit A: Overview of the RFP Process**
- Exhibit B: AG General Conditions**

OFFER FORM 1 (OF-1)

STATE OF HAWAII
DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS

Procurement Officer
Workforce Development Division
830 Punchbowl Street, Room 329
Honolulu, HI 96813

Subject: RFP-24-WDD-QUEST-01, Community and Participant Outreach for Quality Jobs, Equity, Strategy and Training (QUEST) Dislocated Worker Grant (DWG)

Dear Procurement Officer:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Conditions, by reference made a part hereof and available upon request; 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 offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

Limited Liability Corporation Limited Partnership Non-profit Org.
 Other: _____
State of Incorporation: _____

Federal Employer ID No.: _____ Hawaii G.E. Tax No.: _____

Payment Address (if different from business address): _____

City: _____ State: _____ Zip Code: _____

Business Address: _____

City: _____ State: _____ Zip Code: _____

Respectfully submitted,

Date: _____

Signature of Authorized Official

Telephone: _____

Name and Title of Authorized Official

Fax (if available): _____

E-mail Address: _____

**Legal Name of Offeror

**Furnish the exact legal name of the entity under which the awarded contract will be executed.

OFFER FORM 2 (OF-2)

Legal Name of Offeror: _____

Total contract cost for accomplishing the development and delivery of the services.

Total Cost: \$ _____
Average Monthly Cost: \$ _____

Pricing shall include labor, equipment, materials, supplies, travel, any administrative costs, any applicable taxes, and any other costs incurred to provide the specified services.

Cost Summary Table

No.	Cost Category	Direct/Indirect	Quantity Description	Total Price
A.	Direct Labor	Direct		
B.	Indirect Labor	Indirect		
C.	Equipment			
D.	Materials			
E.	Supplies			
F.	Travel			
G.	Applicable Taxes			
H.	Other			

The cost breakdown must show specific items by cost category including labor hours and direct and indirect costs.

Cost Breakdown Table (duplicate table on additional pages if needed)

No.	Item Description	Direct/Indirect	Qty.	Unit Price	Total Price
Sub Total Cost					
Tax					
Total Cost					
Average Monthly Cost					

EXHIBIT A
OVERVIEW OF THE RFP PROCESS

- A. The RFP is issued pursuant to Subchapter 6 of HAR Chapter 3-122, implementing HRS §103D-303.
- B. The procurement process begins with the issuance of the RFP and the formal response to any written questions or inquiries regarding the RFP. Changes to the RFP will be made only by Addendum.
- C. Proposals shall be received **via the State of Hawaii eProcurement system located at <https://hiepro.ehawaii.gov>**. All proposals and other materials submitted by Offerors become the property of the State and may be returned only at the State's option.
- D. The Procurement Officer, or an evaluation committee approved by the Procurement Officer, shall evaluate the proposals in accordance with the evaluation criteria in Section Four.
- E. Proposals may be accepted on evaluation without discussion. However, if deemed necessary, prior to entering into discussions, a "priority list" of responsible Offerors submitting acceptable and potentially acceptable proposals shall be generated. The priority list may be limited to a minimum of three responsible Offerors who submitted the highest-ranked proposals. The objective of these discussions is to clarify issues regarding the Offeror's proposal before the BAFO is tendered.
- F. If during discussions there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate such clarification or change. Addenda to the RFP shall be distributed only to priority listed Offerors who submit acceptable or potentially acceptable proposals.
- G. Following any discussions, Priority Listed Offerors will be invited to submit their BAFO, if required. The Procurement Officer or an evaluation committee reserves the right to have additional rounds of discussions with the top three (3) Priority Listed Offerors prior to the submission of the BAFO.
- H. The date and time for Offerors to submit their BAFO, if any, is indicated in Section 1.4, RFP Schedule and Significant Dates. If Offeror does not submit a notice of withdrawal or a BAFO, the Offeror's immediate previous offer shall be construed as its BAFO.
- I. After receipt and evaluation of the BAFOs in accordance with the evaluation criteria in Section Four, the Procurement Officer or an evaluation committee will make its recommendation. The Procurement Officer will award the contract to the Offeror whose proposal is determined to be the most advantageous to the State taking into consideration price and the evaluation factors set forth in Section Four.
- J. The contents of any proposal shall not be disclosed during the review, evaluation, or discussion. Those sections that are confidential and/or proprietary should be identified by the Offeror.
- K. The Procurement Officer or an evaluation committee reserves the right to determine what is in the best interest of the State for purposes of reviewing and evaluating proposals submitted in response to the RFP. The Procurement Officer or an evaluation

committee will conduct a comprehensive, fair and impartial evaluation of proposals received in response to the RFP.

- L. The RFP, any addenda issued, and the successful Offeror's proposal shall become a part of the contract. All proposals shall become the property of the State of Hawaii.

EXHIBIT B
AG GENERAL CONDITIONS

See next page.