



STATE OF HAWAII
DEPARTMENT OF HEALTH
BEHAVIORAL HEALTH ADMINISTRATION

NOVEMBER 26, 2024

INVITATION FOR BIDS
IFB No. BHA-2025-001

FOR THE PROVISION OF
TECHNICAL ASISSTANCE FOR THE STRATEGIC ENHANCEMENT OF HAWAII'S
SUBSTANCE USE AND CRISIS CAPACITY

Bids shall be received via the Hawaii State eProcurement System ("HiePRO") no later than the date and time stated on HiePRO and must be submitted in strict accordance with the instructions therein.

Questions relating to this solicitation may be directed to:

Joy Kobayashi

Phone: (808) 207-4596

Email: joy.kobayashi@doh.hawaii.gov

The Department of Health reserves the right to reject any or all bids and waive any defects when such rejection will be in the best interest of the public.

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SECTION 1
ADMINISTRATIVE OVERVIEW

Bidders are encouraged to read each section of the IFB thoroughly. While sections such as the administrative overview may appear similar among IFBs, state purchasing agencies may add additional information as applicable. It is the responsibility of the Bidder to understand the requirements of *each* IFB.

- A. Bidders may submit questions to this IFB solicitation in the Q&A section in HiePRO. Written questions must be received by the date and time specified in HiePRO. The purchasing agency will respond to written questions to the IFB at the date and time specified in HiePRO.
- B. Bidders shall designate those portions of their bid that contain trade secrets or other proprietary data that are to remain confidential, subject to section 3-122-30(c) and (d). The material designated as confidential shall be readily separable from the bid in order to facilitate public inspection of the nonconfidential portion of the bid.
Note that price is not considered confidential and will not be withheld.
- C. This IFB is issued under the provisions of the Hawaii Revised Statutes (“HRS”) Chapter 103D and its administrative rules, Hawaii Administrative Rules (“HAR”) Chapters 3-120 to 3-132. All prospective Bidders are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a bid by any prospective Bidder shall constitute admission of such knowledge on the part of such prospective Bidder.
- D. The award of a contract and any allowed renewal or extension thereof, is subject to allotments made by the Director of Finance, State of Hawaii, pursuant to HRS Chapter 37, and in accordance with §103D-309, HRS, and subject to the availability of State funds.
- E. A Notice of Award of the Contract shall be made to the lowest responsive, responsible bidder or bidders.
- F. The Notice of Award shall be made available in HiePRO. Failure by the chosen vendor to inform the Contact Person of an intent to accept the award within five days of the Notice of Award will be deemed a rejection of the award. The chosen vendor shall accept award by emailing the Contact Person listed in this IFB and paying the HiePRO fee.
- G. Pursuant to HAR §3-122-97, a bid shall be rejected for reasons including but not limited to:
 - 1. The bidder is nonresponsive as determined in HAR 3-122 subchapter 13; or
 - 2. The bid is not responsive, that is, it does not conform in all material respects to the solicitation by reason of its failure to meet the requirements of the specifications or permissible alternates or other acceptability criteria set forth in the solicitation, pursuant to section 3-122-33.
- H. The Contractor shall be subject to a one-time mandatory HiePRO fee of .75% (0.0075) of

the award amount or \$5,000.00, whichever is less. HiePRO is administered by Tyler Technologies, Inc. Tyler Technologies, Inc. shall invoice the Contractor directly for payment of the HiePRO fee. Payment must be made within thirty (30) days from receipt of invoice.

SECTION 2
SPECIAL PROVISIONS

- A. TERM OF CONTRACT. The CONTRACTOR shall enter into a fixed price Contract for the provision of deliverables as specified in the scope of services.
- B. OPTION TO RENEW. Unless terminated, the contract may be extended for not more than two (2) additional six (6) month periods without the necessity of rebidding, upon mutual agreement, in writing, prior to expiration of the Contract, subject to availability of funding.
- C. CONTRACT EXECUTION. The successful Bidder shall enter into a formal written contract with the STATE. In submitting a bid, the Bidder or Bidders will be deemed to have agreed to each provision set forth in Attachment 1, General Conditions, Attachment 2, Special Conditions, and any other terms as may be agreed to by the STATE and CONTRACTOR. The STATE shall have no obligation to accept terms and conditions that vary from those set forth in the aforementioned attachments.

Upon selection and award of the contract, the STATE may send the formal contract to the successful Bidder via an electronic signature process. The STATE reserves the right to cancel any contract and request new bids or negotiate with remaining Bidders if the STATE is not satisfied with the awarded Contractor's performance.

No work is to be undertaken by the Bidder awarded a contract prior to the contract commencement date, unless the CONTRACTOR receives a formal Notice to Proceed from the STATE. The State of Hawaii is not liable for any costs incurred prior to the official starting date of the contract.

No contract shall be considered binding upon the STATE until the contract has been fully and properly executed by all parties thereto.

- D. OWNERSHIP, CONFIDENTIALITY AND DATA SECURITY. The CONTRACTOR(s) shall ensure that personnel engaged pursuant to a Contract shall adhere to all State laws, policies, procedures, and guidelines relating to confidential information, including personal identifiable information and health information and take reasonable precautions to prevent the unauthorized disclosure of any and all individual identifiable health information required to be obtained, used, and maintained by the STATE under a Contract, in accordance with Article I, Section 6, Right to Privacy, of the Hawaii State Constitution, and sections 325-4 and 321-29(g), Hawaii Revised Statutes.

SECTION 3
SPECIFICATIONS

- A. **DESCRIPTION OF SERVICE GOALS:** The STATE is seeking to contract for consultant and technical assistance services in the areas of crisis response for adults and substance use disorder (SUD) services for adults and adolescents to better inform decision making. Services shall include:
1. Mapping of existing resources.
 2. Collecting, analyzing, and synthesizing available data to understand the current and future demands for these services.
 3. Conducting key informant interviews and focus groups with external agencies working in these areas.
 4. Creating a funding plan to ensure sustainability.
 5. Identifying recommendations for improving these services in Hawaii.

For the purposes of this IFB and any resulting Contract, the review of crisis services shall mean crisis services for adults (persons 18 and over) and the review of SUD services shall mean SUD services for adults (persons 18 and over) and adolescents (persons 13 and over).

- B. **GEOGRAPHIC LOCATION:** Statewide.

- C. **MINIMUM BIDDER REQUIREMENTS:**

1. The Bidder shall have been in business providing similar services for a minimum of five (5) years. The Bidder shall submit qualifications of the Bidder's organization including background, experience, and accomplishments that demonstrate a depth of knowledge in the field of crisis services and substance use services.
2. The Bidder shall have staff who have experience in performing the work required and submit resumes of staff who will engage in these services.
3. The Bidder shall have prior experience working with other government entities and provide no fewer than three (3) references of previous government clients for which a similar scope of work was performed. The STATE reserves the right to contact references for verification of delivery of services.
4. The Bidder shall have prior experience developing tools, toolkits, models, or guidelines in the areas of crisis care and SUD services that have been nationally accepted and deployed as best practice in Hawaii or other jurisdictions.

- D. **SERVICE SPECIFICATIONS**

The CONTRACTOR shall deliver the following for crisis response for adults and substance use disorder services for adults and adolescents, listed more in detail in Exhibit "A," at the direction and approval of the STATE:

1. Deliverable 1: Project Initiation, Management, and Strategic Planning.
 - a. Deliverable 1.A: Strategic Project Launch: Comprehensive Kick-off Meeting.
 - b. Deliverable 1.B: Ongoing project oversight and approval of meetings.
 - c. Deliverable 1.C: Other meetings as requested.

- d. Deliverable 1.D: Project conclusion and handover meeting.
- 2. Deliverable 2: Review of Current Crisis Response System and SUD services (Current State).
 - a. Deliverable 2.A: Collect data to create a model of Hawaii's current state of crisis and SUD services.
 - b. Deliverable 2.B: Full review of current and proposed Hawaii state regulations that have bearings on facility-based crisis and SUD work.
 - c. Deliverable 2.C: Community stakeholder engagement.
- 3. Deliverable 3: Create a Future Crisis Response System and SUD Utilization (Future State).
 - a. Deliverable 3.A: Create a capacity/utilization model for a future crisis state for Hawaii that includes crisis flow volumes and service needs for SUD utilization, long-term psychiatric inpatient beds, short-term crisis stabilization beds, 23-hour:59-minute crisis receiving chairs, and mobile crisis services.
- 4. Deliverable 4: Create a Gap Analysis Between Current and Future States.
 - a. Deliverable 4.A: Create a working narrative of the gaps between current and future crisis and SUD services. This serves as a defining document that leads to the creation of pathways to future optimization.
- 5. Deliverable 5: Technical Assistance on Elements of Crisis and SUD Services.
 - a. Deliverable 5.A: Provide technical assistance in the following areas: workforce development, key performance indicators, regulation recommendations.
- 6. Deliverable 6: Develop a Funding Plan for Crisis Care and SUD Services.
 - a. Deliverable 6.A: Identify capital funding requirements for new and/or expanded facility creation.
 - b. Deliverable 6.B: Create a Hawaii funding plan that identifies annual costs to the STATE for future state facility-based crisis care and SUD services.
- 7. Deliverable 7: Technical Assistance on Placement of Crisis and SUD Facilities.
 - a. Deliverable 7.A: Support the STATE with determining best locations of crisis and SUD facilities to ensure optimal placement based on identified needs and geographic limitation.
- 8. Deliverable 8: Draft and Final Report.
 - a. Deliverable 8.A: Create draft report for review.
 - b. Deliverable 8.B: Finalize report with STATE feedback.

E. COMPENSATION AND PAYMENT

- 1. Payments shall be made to the CONTRACTOR within thirty (30) days upon receipt of monthly submission by the CONTRACTOR of invoices for the deliverables provided in accordance with the scope of services and in accordance with the schedule of deliverables. The STATE shall withhold not more than five percent (5%)

- of the total contract amount until final settlement of the contract.
2. Deliverable prices shall include all labor, required supplies, applicable taxes, travel, and any other costs necessary to perform the services required under the contract.
 3. Final settlement of the contract shall include submission and acceptance of all reports and other materials to be submitted by the CONTRACTOR to the STATE, resolution of all discrepancies in the performance of services, and completion of all other outstanding matters under the contract.
 4. The final invoice shall be submitted within forty-five (45) days after the termination date of the contract. No payment shall be made if invoices are not received by the STATE within forty-five (45) days after the termination date of the contract.

SECTION 4
BID SUBMISSION INSTRUCTIONS AND REQUIREMENTS

- A. To be considered responsive, a Bidder's quote must be for all items specified in this solicitation (and subsequent addenda, if any.) Any bid offering any other set of terms and conditions contradictory to those included herein (or in any subsequent addenda) may be rejected without further consideration.
- B. The following must be submitted with your bid. Failure to include items below may result in rejection of your bid.
1. A current Certificate of Vendor Compliance obtained through Hawaii Compliance Express ("HCE,") <https://vendors.ehawaii.gov/hce/> dated no earlier than one week prior to the offer submission date.

OR

2. All of the following certificates:
 - a. **TAX CLEARANCE CERTIFICATE** – A valid tax clearance certificate or current special letter signed by both the Department of the Internal Revenue Service ("IRS") certifying that the Bidder does not owe the State of Hawaii and the IRS any delinquent taxes, penalties, or interest must be submitted with all sealed bids. Failure to submit the required tax clearance certificate or special letter will be sufficient grounds for the STATE to refuse to receive or consider the prospective Bidder's bid.

The tax clearance certificate shall be obtained on the State of Hawaii, Department of Taxation Tax Clearance Application Form A-6 which is available at the Department of Taxation and the IRS' office in the State of Hawaii, or on the Department of Taxation's website <https://tax.hawaii.gov>.

The application for the tax clearance is the responsibility of the successful Bidder and must be submitted directly to the Department of Taxation or the IRS and not the purchasing agency.

- b. **DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS CERTIFICATE OF COMPLIANCE (FORM LIR#27)** – HRS chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) are required for award.

Instructions are as follows:

Pursuant to §103D-310(c), HRS, the successful Bidder shall be required to submit an approved certificate of compliance by the State of Hawaii Department of Labor and Industrial Relations ("DLIR"). The certificate is valid for six (6) months from the date of issuance and must be valid on the date it is

received by the purchasing agency.

The certificate shall be obtained on the State of Hawaii, DLIR APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR, form, LIR#27, which is available at <https://labor.hawaii.gov>. The DLIR will return the form to the successful Bidder who in turn shall submit to the purchasing agency.

The application for the certificate is the responsibility of the successful Bidder, and must be submitted directly to the DLIR and not the purchasing agency.

AND

- c. **DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
CERTIFICATE OF GOOD STANDING** – To be eligible for award, the successful Bidder must comply as follows:

A business entity referred to as a “Hawaii Business,” is registered and incorporated or under the laws of the State of Hawaii. As evidence of compliance, Bidder shall submit a CERTIFICATE OF GOOD STANDING.

To obtain a CERTIFICATE OF GOOD STANDING, go online to <https://labor.hawaii.gov> and follow the prompt instructions. To register or to obtain a CERTIFICATE OF GOOD STANDING by phone, call (808) 586-2727 during business hours.

The CERTIFICATE OF GOOD STANDING is valid for six (6) months from the date of issuance and must be valid on the date it is received by the purchasing agency. Bidders are advised that there are costs associated with registering and obtaining a CERTIFICATE OF GOOD STANDING from DCCA.

- C. Any bid that contains any erasures or alterations not properly initialed or contains other irregularities may be rejected, if not in the best interest of the STATE. Any offer that constitutes a conditional bid or a counter proposal will be rejected.
- D. The bid price shall include all applicable taxes and fees required to perform the services requested herein.

Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and Bidders are advised that they are liable for the General Excise Tax, (“GET”) and all other applicable taxes. If, however, the Bidder is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, the Bidder shall state its tax-exempt status and cite the HRS chapter or section allowing the exemption.

- E. A Bidder must complete, in its entirety, the “Offer Form,” attached hereto as Attachment

3 and made a part hereof, and identify the name and telephone number of a person who may be contacted during the selection process.

1. By signing the "Offer Form," the Bidder agrees to comply with the requirements of this solicitation, and all applicable federal and State laws.
2. The "Offer Form" must be signed by a partner or principal (an original signature is required) who has authority to bind the Bidder. A bidder who submits an unsigned Offer Form will be deemed non-responsive.

F. A Bidder is required to submit its bid using the Bidder's exact legal name, as registered in the state in which it is incorporated. Failure to do so may delay proper execution of the contract.

G. A Bidder must complete, in its entirety, the "Price Quotation Form," attached hereto as Attachment 4 and made a part hereof. Price Quotation Forms that are not completed correctly will be considered non-responsive.

H. Bid submittal shall include the following documents, completed in their entirety:

1. Offer Form,
2. Price Quotation Form,
3. Resumes of staff to be assigned to this project,
4. Experience and capability statement showing the Bidder meets the minimum requirements of this IFB,
5. List of references, and
6. Hawaii Compliance Express certificate OR all required compliance documents as outlined in Section 4 subsection B.

I. All materials submitted shall become the property of the State, unless otherwise noted, and shall not be returned.

J. Bids shall be submitted via HIEPRO. Bids must be received by the submittal deadline. Any bids received after that date and time shall be rejected. Faxed or e-mailed bids shall not be accepted or considered for award.

K. Any and all costs incurred by a Bidder in preparing or submitting a bid shall be the Bidder's sole responsibility and shall not be reimbursed by the State.

SECTION 5
ATTACHMENTS AND EXHIBITS

ATTACHMENT 1: GENERAL CONDITIONS

ATTACHMENT 2: SPECIAL CONDITIONS

ATTACHMENT 3: OFFER FORM

ATTACHMENT 4: PRICE QUOTATION FORM

EXHIBIT A: DELIVERABLES