



STATE OF HAWAII  
Department of Human Resources Development

RELEASE DATE: August 24, 2017

**REQUEST FOR PROPOSALS  
RFP NO. 18-1-REACH**

**SEALED OFFERS  
FOR  
EMPLOYEE ASSISTANCE  
(PROFESSIONAL COUNSELING)  
SERVICES PROVIDER**

FOR THE STATE OF HAWAII  
RESOURCE FOR EMPLOYEE ASSISTANCE AND COUNSELING HELP  
(REACH) PROGRAM

WILL BE RECEIVED UP TO 4:00 P.M. (HST) ON  
OCTOBER 11, 2017

IN THE EMPLOYEE ASSISTANCE OFFICE, 235 SOUTH BERETANIA STREET,  
ROOM 1004, HONOLULU, HI 96813. DIRECT QUESTIONS RELATING TO THIS  
SOLICITATION TO MS. DOREEN KURODA, TELEPHONE (808) 587-1169,  
FACSIMILE (808) 587-1107 OR E-MAIL AT [doreen.j.kuroda@hawaii.gov](mailto:doreen.j.kuroda@hawaii.gov).

*Ryker J. Wada*

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for James K. Nishimoto  
Procurement Officer

Dept. of Human Resources Development  
Name of Company

RFP No. 18-1-REACH

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## PUBLIC NOTICE TO OFFERORS

NOTICE is hereby given that COMPETITIVE SEALED PROPOSALS for an EMPLOYEE ASSISTANCE (PROFESSIONAL COUNSELING) SERVICE PROVIDER for the STATE OF HAWAII (“**STATE**”) Resource for Employee Assistance and Counseling Help (“**REACH**”) Program, RFP NO. 18-1-REACH, are being solicited. Proposals shall be mailed or hand-delivered to the Department of Human Resources Development (“**DHRD**”), 235 S. Beretania Street, #1004, Honolulu, HI 96813, and must be received by **4:00 p.m. (HST), October 11, 2017**. Deliveries by private mail services such as FedEx or equivalent shall be considered hand-delivered. Proposals received after 4:00 p.m. (HST), October 11, 2017, shall be rejected and not considered. Proposals shall not be opened publicly, but shall be opened in the presence of the Director of Human Resources Development (“**DIRECTOR**”) or persons designated by the Director.

The Request for Proposals (“**RFP**”) may be obtained at no cost, beginning at 9:00 a.m. (HST), August 24, 2017 from the above address or can be mailed by calling (808) 587-1050. Prospective offerors/bidders requesting that the RFP be mailed to them must provide their Federal Express account number or its equivalent.

The deadline for submission of written questions or requests to amend the RFP is September 8, 2017. A written “Notice of Intent to Submit a Proposal” (“**NOTICE**”) must be received by the above office by 4:00 p.m. (HST), September 26, 2017, in order to receive official communications from the State involving the RFP. Questions and the Notice may be faxed to (808) 587-1107.

DHRD reserves the right to cancel this RFP, or reject any and all proposals, in whole or in part, when it is in the best interest of the State. The State and DHRD assume no financial responsibility/liability whatsoever for the preparation of any responses to this RFP. For additional information, visit our website at <http://www.dhrd.hawaii.gov/>, or the Procurement Notices System located on the State Procurement website at <http://www.spo.hawaii.gov/>.

James K. Nishimoto, Director  
Department of Human Resources Development  
August 24, 2017

## I. PROCUREMENT TIMETABLE

Public Notice Announcing RFP	August 24, 2017
Proposals Available for Distribution	August 24, 2017
Deadline to submit written questions/requests to amend RFP	September 8, 2017 (by 3:00 p.m. HST)
STATE's responses to written questions/requests to amend RFP	September 19, 2017
Deadline to submit "Notice of Intent to Submit a Proposal"	September 26, 2017
<b>Deadline to submit Proposals</b>	<b>October 11, 2017 (by 4:00 p.m. HST)</b>
Proposal review period	October 23, 2017 to November 3, 2017
Interviews with Priority-Listed Offerors (if requested by the STATE)	November 8, 2017 to November 14, 2017
Deadline to submit best and final offers (if requested by the STATE)	November 27, 2017
Selection of Employee Assistance (Professional Counseling) Service Provider	December 4, 2017
Contract execution	December 15, 2017

Note: All times specified herein are based on Hawaii Standard Time ("HST")

Proposals must be received by the Department of Human Resources Development ("DHRD") by 4:00 p.m. HST, October 11, 2017. Late proposals shall be rejected and not considered.

The above dates are estimates only and are subject to change at the STATE's sole discretion. The STATE reserves the right to change any date(s) as deemed necessary and in the best interest of the STATE.

## II. INTRODUCTION

### A. Purpose

The Request for Proposals (“**RFP**”) has been issued for the purpose of contracting with an Employee Assistance (Professional Counseling) Service Provider for the State of Hawaii’s (“**STATE**”) Resource for Employee Assistance and Counseling Help (“**REACH**”) Program (“**PROGRAM**”), to provide services which include, but are not limited to, confidential, short-term professional counseling services to qualified employees who may be experiencing personal problems that are affecting job performance; group counseling sessions; orientation sessions; and management consultation services to departmental managers/supervisors.

### B. Background

The STATE is concerned about the health, safety, and well-being of its employees and wishes to make assistance available to employees desiring help on a confidential basis. Therefore, it is the policy of the STATE to offer the following “employee assistance services” to qualified State government employees with personal problems affecting job performance through its **REACH** Program:

- a. Diagnostic assessment;
- b. Providing information;
- c. Referral for services; and
- d. Short-term counseling.

The Program shall be available to approximately 12,974<sup>1</sup> qualified Executive Branch employees, including employees of the Hawaii State Public Library System, but excluding the Department of Transportation, the University of Hawaii, Hawaii Health Systems Corporation, and the Department of Education. These qualified employees are located on all islands (i.e., Oahu, East and West Hawaii, Maui, Kauai, Molokai, and Lanai).

It is estimated that approximately two per cent (2%) of the State’s workforce is experiencing psychological or behavioral problems of sufficient severity that they may adversely affect job performance in terms of absenteeism, decreased productivity, lowered morale, etc.

Based on the prior year’s utilization rate of the REACH Program, it is estimated that less than one per cent (1%) of the REACH services have been specifically for alcohol/substance abuse related problems.

Since utilization of the REACH services is voluntary, there is no assurance or guarantee that two per cent (2%) of the workforce will utilize the services, or that the same utilization rate for alcohol/substance abuse related problems will continue in the future. Some of these employees may utilize or may already be utilizing such services with another provider.

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<sup>1</sup> As of July 2017.

The STATE intends to contract with the successful OFFEROR (“**CONTRACTOR**”) to be the service provider exclusively responsible for the REACH Program, which includes but is not limited to the provision of professional counseling services to qualified employees of the STATE, informational materials, employee/supervisory orientation sessions, group counseling sessions (e.g., critical incident stress debriefings), and reports to the STATE.

It is not intended that this Program replace or displace any similar service currently provided by the STATE.

### C. Definitions

For purposes of this RFP:

1. “**Department**” means all executive departments or agencies of STATE government, including the Hawaii State Public Library System (but excluding the Department of Transportation, the University of Hawaii, Hawaii Health System Corporation, and the Department of Education);
2. “**Professional counseling services**” means employee assistance services provided face-to-face, as well as over the telephone, by the OFFEROR’s staff who possess the minimum qualifications specified in this RFP; and
3. “**Qualified employee**” means any employee of the executive branch of STATE government, including the Hawaii State Public Library System (but excluding the Department of Transportation, the University of Hawaii, Hawaii Health Systems Corporation, and the Department of Education); provided that this term may be modified at the sole discretion of the STATE, and the STATE shall inform the OFFEROR/CONTRACTOR in writing.

### III. SCOPE OF WORK

The requirements specified in this section are designed to assist the OFFEROR in submitting a proposal that will best meet the needs of the STATE. The requirements presented specify the services to be provided by the successful OFFEROR and the minimum capabilities required.

#### A. Professional Counseling Services

1. Assist the STATE in providing professional counseling services to qualified employees:
  - a. In dealing with the following conditions or personal problems that affect the qualified employee's job performance for the STATE:
    1. Alcohol or substance abuse by a qualified employee;
    2. Family or marital problems of a qualified employee; or
    3. Other emotional or behavioral problems of a qualified employee;provided that due to budget restrictions, the STATE reserves the right to limit these services in its sole discretion (i.e., to limit the conditions or personal problems; or persons, that qualify for these services). The STATE shall inform the CONTRACTOR of any such limitation in writing.
  - b. When requested by a qualified employee (i.e., self-referral), DHRD, or another Department:
    1. A qualified employee may contact the CONTRACTOR directly to obtain professional counseling services.
    2. DHRD and other Departments (through their respective departmental human resources officers ("DHROs")) may also contact the CONTRACTOR directly and request that the CONTRACTOR provide professional counseling services to a qualified employee.
    3. The CONTRACTOR shall not charge or assess a fee when:
      - a. A qualified employee, DHRO, STATE supervisor, or any other person is calling for general information on the Program; or
      - b. A DHRO, STATE supervisor, etc. is providing background information to CONTRACTOR in connection with referring a qualified employee to the CONTRACTOR.
    4. Thereafter, a qualified employee, DHRO, or State supervisor may schedule an appointment with the CONTRACTOR.
      - a. The CONTRACTOR shall use its best efforts to promptly schedule an appointment after a request is made and at a reasonable time.



5. If an appointment occurs during the qualified employee's normal work hours and the employee is granted administrative time off for the appointment, the CONTRACTOR shall provide written confirmation that the employee attended the session, if requested by DHRD or a DHRO.
- c. On the island on which a qualified employee is primarily employed or resides. (Note: Preference will be given to those OFFERORS who are able to provide services on **all** islands (Oahu, Maui, Kauai, East and West Hawaii, Molokai, and Lanai), although this is not a requirement.)
    1. The STATE shall not be responsible for any travel-related expenses incurred by the CONTRACTOR to provide the services described in this RFP and the resulting Contract.
    2. A qualified employee may elect to obtain these services on another island, provided that the STATE shall not be responsible for transportation and other related expenses incurred by the qualified employee or CONTRACTOR.
2. Provide no more than three (3) hours of chargeable professional counseling service time for each qualified employee per Contract year.
    - a. The maximum amount of hours above may be amended at the sole discretion of the STATE, and the STATE shall inform the CONTRACTOR of any such change in writing.
    - b. The time spent providing incidental professional counseling services to a qualified employee's immediate family members, relatives, or significant others ("**family members**") who are germane to the qualified employee's condition or personal problem shall be charged against the qualified employee's maximum amount of hours.
    - c. The CONTRACTOR shall only charge or assess one (1) charge or fee for a family member group session (i.e., a session with a qualified employee and one or more family members of the qualified employee), and the hourly rate shall be the same as that for an individual session.
    - d. The CONTRACTOR shall maintain accurate records of the actual amount of time spent providing professional counseling services to each qualified employee. Each qualified employee shall be assigned a confidential case number.
    - e. The CONTRACTOR shall allow each qualified employee at least a fifteen (15) minute grace period to arrive for each session. The grace period shall not count towards the actual amount of time spent providing professional counseling services to each qualified employee.
    - f. The CONTRACTOR shall not charge for "no-shows" or canceled appointments.

3. Refer a qualified employee to another provider for more specialized or longer term services, as necessary. The CONTRACTOR shall inform the qualified employee that such services shall not be paid for by the STATE.

## B. Consulting Services

1. Provide reasonable consulting services to a qualified employee's supervisor about a qualified employee's condition or problem; provided that the DHRO requested the CONTRACTOR to provide such consulting services and the qualified employee has given his/her written consent to disclose information about the qualified employee's condition or personal problem.
  - a. In the event that the CONTRACTOR refers the qualified employee to another provider, the STATE shall not be responsible whatsoever for the expenses of the other provider.

## C. Counseling and Orientation Session

1. Provide Group Counseling Sessions (e.g., critical incident stress debriefings, etc.) for work units of a Department, as requested and approved by DHRD or the Department's DHRO.
  - a. The CONTRACTOR shall assess only one (1) charge for each Group Counseling Session and shall not be counted against each qualified employee's three (3) hour maximum.
  - b. Each work unit may be allowed a maximum of three (3) hours of chargeable professional service time; provided that the maximum amount of hours above may be amended at the sole discretion of the STATE, and the STATE shall inform the CONTRACTOR of any such change in writing.
2. Provide Supervisor Orientation Sessions as requested and approved by DHRD.
  - a. The Supervisor Orientation Sessions shall be designed to inform STATE supervisors about the Program, assist State supervisors in identifying "troubled employee behavior" and referring those qualified employees to the CONTRACTOR for employee assistance services, etc.
  - b. The Supervisor Orientation Sessions shall have an audience of approximately twenty-five (25) to one hundred (100) participants.
  - c. Only one (1) charge for each Supervisor Orientation Session shall be assessed and shall not be counted against each qualified employee's three (3) hour maximum.
3. Provide Employee Orientation Sessions as requested and approved by DHRD.

- a. The Employee Orientation Sessions shall be designed to inform qualified employees about the Program, available employee assistance services, etc.
  - b. The Employee Orientation Sessions shall have an audience of approximately twenty-five (25) to one hundred (100) participants.
  - c. Only one (1) charge for each Employee Orientation Session shall be assessed and shall not be counted against each qualified employee's three (3) hour maximum.
4. Coordinate the Group Counseling Sessions, Supervisor and Employee Orientation Sessions directly with the Departments who have requested such services, after receiving prior written approval from DHRD. The CONTRACTOR shall conduct these sessions at the dates, times, and sites convenient to the participants, and shall tailor the presentation to the specific needs of the audience to the extent possible.
    - a. On the Neighbor Islands, the CONTRACTOR may conduct these workshops via video conferencing or other similar equipment approved by the STATE.
      1. The STATE shall assist the CONTRACTOR in obtaining adequate video conferencing equipment and facilities, and scheduling the video conferences.
      2. The video conferencing equipment and facilities shall be provided at no cost to the CONTRACTOR.
      3. If the STATE determines that a video conference is not feasible, the cost of the professional counselor's airfare may be paid by the Department that requested the session.
  5. Attend STATE-sponsored events (e.g., New Employee Orientation sessions and Benefits Fairs), as requested by DHRD, to provide general information on the Program at no cost to the STATE.

#### D. Informational Materials

1. Design and provide informational materials (e.g., an informational flier) approved by the STATE that contain sufficient information about the Program.
  - a. These informational materials shall be provided by the CONTRACTOR at no cost to the STATE.
  - b. The STATE agrees to act reasonably regarding the quantity and quality of the informational materials provided by the CONTRACTOR.

E. Questionnaire

1. Provide each qualified employee with a copy of a questionnaire (approved by the STATE) at the qualified employee's final appointment. The questionnaire shall be provided at no cost to the STATE.

F. Reports

1. Provide DHRD with a written monthly report (as determined and approved by the STATE) that summarizes the professional counseling services provide each month.
  - a. The report shall contain the following information:
    1. Number of qualified employees counseled during each month of the respective period;
    2. The types of professional counseling services provided by category for the period;
    3. The fees charged by category and Department for the period, as well as a cumulative total;
    4. The source of the referral;
    5. Bargaining units of the qualified employees counseled during the month;
    6. Number of qualified employees or supervisors who participated in each orientation/counseling session; and
    7. Other information requested by the STATE, including without limitation, information pertaining to the number of Group Counseling Sessions, Supervisor Orientation Sessions, and Employee Orientation Sessions.
  - b. The report shall be provided to DHRD (at no cost to the STATE) within thirty (30) calendar days after the end of each month.

G. Other Services

1. Provide all other employee assistance services not expressly mentioned herein as reasonably requested by the STATE, and as otherwise required by federal or State law.
2. Specify any other additional services you are willing to provide to the STATE and the Program (at no additional cost to the STATE) that are not specified in this RFP.

## IV. OFFEROR'S QUALIFICATIONS

### A. Executive Summary

1. Provide an executive summary of the OFFEROR's proposal that shall:
  - a. Not exceed three (3) pages in length;
  - b. Fully disclose ALL material facts, terms, and conditions, and include a detailed summary of:
    1. The OFFEROR's qualifications and experience, including the experience and background of those individuals who would be assigned to the implementation and management of this project, the services that you intend to provide, your understanding of the Program and the objectives of the Program, the strength and distinguishing characteristics of your company and your response; and
    2. Why the OFFEROR should be selected.
2. Five (5) copies of the Executive Summary shall be detachable from the OFFEROR's main proposal submitted in paper format. And the Executive Summary shall be included in each of the five (5) copies of the proposal submitted in electronic format.

### B. Offeror's Qualifications and Experience

1. State the name, address, telephone, e-mail and Internet addresses, and fax number(s) of your company and the principal contact for this RFP.

Preference shall be given to those OFFERORs who are able to provide face-to-face professional counseling services on **all** islands (Oahu, East and West Hawaii, Maui, Kauai, Molokai, and Lanai), although this is not a requirement.

- a. Please provide the addresses and telephone numbers of each site where the professional counseling services will be provided.
  1. If your company does not have an office in Honolulu, are you willing to open one?
2. Describe fully, your company's corporate or other business entity structure, including the state of incorporation or formation and list any controlling stockholders, general partners, members, principals, etc.
  - a. Provide an organization chart of the company (or any part of the company associated with this RFP) showing principal officers, directors, partners,

members, managers, etc. and staff members who will be providing the services under this RFP.

- b. Specify when the company was established.
  - c. Indicate whether your company is a subsidiary or affiliate of another company, and whether there are any pending or proposed agreements to merge or sell the company.
3. An OFFEROR shall be licensed to transact business in the STATE, and shall have complied with all applicable STATE and federal registration and licensing requirements. Please provide proof that these applicable registration/licensing requirements have been complied with (e.g., provide a current certificate of authority, etc. with your proposal).
  4. What professional liability insurance coverages are maintained by your company for errors or omissions or any other acts committed by your company or its employees?

### C. Professional Staff

1. The professional staff of the OFFEROR, including all subcontractors, who provide direct professional counseling services to qualified employees, supervisors, Departments, DHROs, etc. shall:
  - a. Be licensed in good standing in the STATE as a licensed social worker (“**LSW**”) under HRS chapter 467E or a licensed mental health counselor under HRS chapter 453D;
  - b. Have at least a master’s degree in social work, mental health counseling, or other related field from an accredited institution or accredited program of an institution; and
  - c. Have at least one and one-half (1.5) years of experience within the immediately preceding five (5) years of the award of the Contract in performing the services described in this RFP and the resulting Contract.
2. Identify and submit a list of the specific employees in your company, or subcontractors if applicable, who shall provide the direct professional counseling, counseling, and orientation services to qualified employees, supervisors, Departments, DHROs, family members, etc., described in this RFP and the resulting Contract. Provide background and experience information on each individual as they relate to the specific tasks, emphasizing their specific experience with providing employee assistance services and the relative contribution each is expected to make to the Program. Please provide resumes of these individuals with your proposal.

#### D. Local Office in Honolulu

1. At a minimum, an OFFEROR shall have a local office in Honolulu so that qualified employees, supervisors, Departments, DHROs, family members, etc. have the option of obtaining the professional services at a location outside their workplace/home.
2. Although not mandatory, preference shall be given to those OFFERORs who are able to provide face-to-face professional counseling services on all islands (Oahu, East and West Hawaii, Maui, Kauai, Molokai, and Lanai). Describe how you intend to provide services on all islands, and whether you have or intend to have local offices in some or all of the neighbor islands.

#### E. Ability to provide the services under this RFP/the resulting Contract

1. An OFFEROR shall have sufficient professional and other staff, as well as resources, to provide all of the services described in this RFP and the resulting Contract.
2. Describe all record-keeping and computer system capabilities the company has to administer the Program, and identify the record-keeping and computer system resources that will be utilized in connection with this RFP and the resulting Contract. Please indicate whether these systems are owned in-house or subcontracted to another organization.
3. Given your current contractual obligations, will your company have any problem providing the services required under this RFP and the resulting Contract?

#### F. Superior Work History and History of Financial Integrity

1. An OFFEROR shall have had a superior work history and history of financial integrity providing the same or similar services described in this RFP and the resulting Contract.
2. As evidence of this, the OFFEROR shall disclose the following:
  - a. Complaints/disciplinary actions against your professional and other staff.  
  
Disclose whether any of your professional or other staff have had any complaints or disciplinary actions against them by the Department of Commerce and Consumer Affairs (including, but not limited to, the Regulated Industries Complaints Office) or other government agencies, and fully describe the underlying facts and resulting actions regarding these complaints/disciplinary actions.
  - b. Has any contract of your company ever been terminated for cause? If so, when, by whom, and under what circumstances?

- c. Has your company ever had a contract with the STATE to provide services? Briefly describe the nature, scope, and status of such contract(s).
- d. Describe any litigation to which your company is currently a party, or in the last five (5) years has been involved in, either as plaintiff or as a defendant, as it relates to the services which you propose to provide pursuant to this RFP and the resulting Contract (including the current status of such litigation). If there is any pending litigation, please provide an opinion of legal counselor that the pending litigation shall not impair the company's ability to provide the services under this RFP and the resulting Contract.

#### G. Customer References

1. An OFFEROR must have at least three (3) years of experience within the immediately preceding five (5) years of the award of the Contract in providing employee assistance (professional counseling) services.
2. Indicate the number of clients the OFFEROR currently provides employee assistance services for.
3. List the current top ten (i.e., based on the largest number of employees) entities for whom you provide employee assistance services. For each, please provide: the average number of clients (employees), services provided, contract beginning and end dates, contact person, telephone and fax number.
4. Indicate the number of clients who have not renewed their contracts with the OFFEROR within the last five (5) years and briefly describe why.
5. Each OFFEROR shall provide a list of references for whom can attest to the OFFEROR's performance. The names, addresses, contact persons, and telephone numbers of at least three (3) references who can be contacted shall be provided.
6. By providing the information under this section, the OFFEROR consents to the STATE contacting the OFFEROR's private sector and governmental clients for reference purposes.

#### H. Partnerships, Joint Ventures, and Subcontractors

1. An OFFEROR shall identify all partners, joint venturers, and subcontractors that the OFFEROR intends to use in the provision of services under this RFP.
  - a. Note: Once the Contract is executed, an OFFEROR shall not subcontract any of the work to be performed under the Contract, change subcontractors, or assign the contract to any other person or firm without the prior written approval of the STATE.



2. Describe in detail the work that will be performed by the OFFEROR's partners, joint venturers, and subcontractors.
3. In your proposal, please provide the information requested in "Part IV OFFEROR'S QUALIFICATIONS" and other applicable sections of this RFP for each of the OFFEROR's partners, joint venturers, and subcontractors.

## I. Confidentiality and Security of Information, Records, and Data

1. An OFFEROR shall keep confidential all information, records, and data collected or obtained in accordance with this RFP and the resulting Contract.
2. An OFFEROR shall comply with the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"). Indicate whether your company is currently in compliance, or if not, your timetable for compliance.
3. An OFFEROR shall comply with all other federal and STATE privacy and confidentiality laws, rules, and regulations (including, but not limited to, those pertaining to the disclosure of individual social security numbers).
4. Describe your company's internal procedures regarding the confidentiality and security of client records.
5. Describe your company's safeguards for preventing breaches in confidentiality with regard to client records.
6. Describe your company's internal records retention and destruction procedures.
7. Describe how your company monitors adherence to security policies and standards.
8. Describe your disaster recovery plan and procedures.
9. Describe your security procedures.

## V. COMPENSATION AND PAYMENT OF EXPENSES

- A. The CONTRACTOR shall be compensated for the services rendered under this RFP and resulting Contract (i.e., professional counseling services to qualified employees, consulting services to qualified employee's supervisor, Group Counseling Sessions, Supervisor and Employee Orientation Sessions) solely by the STATE.
1. Except as otherwise provided in this RFP, the CONTRACTOR shall provide all other services at no cost to the STATE, the Program, and the qualified employees.
- B. Currently, the maximum amount of funding available is **FORTY-TWO THOUSAND AND NO/100 DOLLARS (\$42,000.00)**. Except as otherwise provided in this RFP and the resulting Contract, the CONTRACTOR shall provide services and charge the hourly rates specified in its proposal and the resulting Contract, until the maximum amount is reached.
1. Due to budgetary changes or restrictions, the STATE reserves the right to increase or decrease the maximum amount at any time during the Contract period; provided that the STATE shall inform the CONTRACTOR of such change in writing. The CONTRACTOR shall continue to provide services and charge the hourly rates specified in its proposal and the resulting Contract, up to the new adjusted maximum amount.
  2. If the maximum amount of \$42,000.00 (or other adjusted maximum amount) is reached prior to the expiration date of the Contract and additional funding is not obtained, the Contract may be terminated or temporarily suspended by the STATE as of the date the funding expired. If the Contract is terminated, the termination provisions of this RFP and the resulting Contract shall apply.
- C. Please specify the fees to provide the following services (although not a requirement, the STATE would prefer a fee for service approach (i.e., an hourly fee for services rendered)):
1. Professional counseling services to qualified employees;
  2. Consulting services to a qualified employee's supervisor;
  3. Group Counseling Sessions;
  4. Supervisor Orientation Sessions; and
  5. Employee Orientation Sessions.

If an appointment or session for any of the above services is less than one (1) hour in length, the CONTRACTOR shall charge a pro-rated fee which shall be made to the closest one-fourth (1/4) hour.

- D. The CONTRACTOR shall send a monthly invoice for services rendered under the Contract to the:

Department of Human Resources Development  
Employee Assistance Office  
Attention: REACH Contract Officer  
235 S. Beretania Street, #1004  
Honolulu, HI 96813

1. The CONTRACTOR shall submit an original and two (2) copies of the invoice to DHRD, within thirty (30) calendar days after the end of each month. The STATE prefers, but does not require, the CONTRACTOR to use Form EAP-1 in Appendix "A" as the invoice. If Form EAP-1 is not used, the invoice shall at a minimum contain the information in Form EAP-1.
  2. Service billings shall be made to the closest one-fourth (1/4) hour.
  3. The maximum total billing for each qualified employee shall not be exceeded, unless expressly authorized by the STATE in writing.
- E. The STATE shall make payments to the CONTRACTOR on a monthly basis, upon receipt of a monthly invoice that meets the requirements specified in this RFP and the resulting Contract.
1. Pursuant to HRS section 103-10, the STATE shall have thirty (30) calendar days after receipt of the invoice from the CONTRACTOR to pay the CONTRACTOR. For this reason, the STATE will reject any request by the CONTRACTOR to have payment within a shorter period of time.
  2. The CONTRACTOR shall not charge interest payments that are greater than what is allowed for under HRS section 103-10, as amended, for invoices that are outstanding beyond thirty (30) calendar days.
- F. Final payment under this RFP shall be subject to HRS section 103-53 (and other similar STATE laws, if any) which require a tax clearance from the Director of Taxation, State of Hawaii, showing that all delinquent taxes, if any, levied or accrued under STATE law against the CONTRACTOR have been paid.
- G. The CONTRACTOR shall not be entitled to any other STATE funds whatsoever for services provided under this RFP and the resulting Contract.

## VI. ADMINISTRATIVE PROVISIONS

### A. STATE Procurement Code

1. This RFP is issued in accordance with the provisions of the STATE's Procurement Code contained in Hawaii Revised Statutes ("HRS") chapter 103D and the administrative rules thereunder.
2. All OFFERORS are charged with presumptive knowledge of all requirements of the cited authorities and STATE law.
3. The submission of a properly executed proposal by an OFFEROR shall constitute certification and representation of such knowledge on the part of such OFFEROR.

### B. Issuing Officer

1. This RFP is issued by the State of Hawaii, Department of Human Resources Development.
2. The individual listed below shall be the point of contact from the date this RFP is issued to the date an OFFEROR is selected to be the CONTRACTOR:

Ms. Doreen Kuroda  
Department of Human Resources Development  
Employee Relations Division, Employee Assistance Office  
235 S. Beretania Street, #1004\*  
Honolulu, HI 96813

\*Note: Mailing and delivery address for this RFP only. All correspondence and proposal submittals shall be clearly marked "For RFP No. 18-1-REACH".

Telephone: (808) 587-1169  
Fax: (808) 587-1107  
Email: doreen.j.kuroda@hawaii.gov

### C. Procurement Officer

1. The Procurement Officer for the Contract is Mr. James K. Nishimoto, Director of Human Resources Development.
2. The Procurement Officer or his designee shall serve as the STATE's primary liaison with the CONTRACTOR in working with other STATE staff during the term of the Contract. The Procurement Officer or his designee shall provide overall direction during the term of the Contract and monitor and assess the CONTRACTOR's performance.

#### D. OFFEROR's Questions on the RFP

1. If an OFFEROR has any question on the provisions of the RFP, the OFFEROR shall submit its question(s) in writing (typewritten) to the Issuing Officer no later than 3:00 p.m., HST, September 8, 2017. Questions may be sent by facsimile machine or by email to the Issuing Officer, provided they are received by 3:00 p.m., HST September 8, 2017. Such document shall contain pertinent information to identify the RFP No., prospective OFFEROR, OFFEROR's mailing address, telephone, email address, and fax number.
2. The Issuing Officer shall formally respond in writing to timely submitted written questions received by the date identified in the "Procurement Timetable." The Issuing Officer intends to respond by email by the date identified in the "Procurement Timetable" to all OFFERORS known to have picked up an RFP.

#### E. OFFEROR's Request to Amend the RFP

1. If an OFFEROR desires to amend a requirement of the RFP, the OFFEROR shall identify the amendment and provide justification for the amendment in writing. A request to amend this RFP shall be submitted to the Issuing Officer by the date and time identified in the "Procurement Timetable."
2. The STATE shall review the request and decide whether to amend the RFP in its sole discretion. Any changes to the RFP shall be made through the issuance of an Addendum to the RFP.

#### F. STATE Not Responsible for Non-Receipt of Responses by OFFEROR's

1. The STATE shall not be responsible whatsoever for any delays or non-receipt of responses to questions or requests to amend the RFP, or Addendums, by the OFFERORS.

#### G. RFP Amendments

1. The STATE reserves the right to amend this RFP any time prior to the closing date for final receipt of proposals (i.e., prior to the date and time identified in the "Procurement Timetable").

#### H. Cancellation of RFP/Rejection of Proposals

1. The STATE reserves the right to cancel the RFP when, in the STATE's sole opinion, such cancellation is in the best interest of the STATE (including, but not limited to, if the STATE does not receive a sufficient number of proposals, responsible OFFERORS, or reasonable prices).

2. The STATE may reject proposals, in whole or in part, and waive any defects, when in the STATE's sole opinion, such rejection or waiver will be in the best interest of the STATE.
3. The STATE shall not be liable for any costs, expenses, loss of profits, or damages whatsoever incurred by the OFFERORS in the event this RFP is cancelled or a proposal is rejected.
4. Multiple, alternate, or conditional proposals shall not be accepted.

I. Bid Security

1. No bid security is required to be submitted for this RFP, and no performance or payment security shall be required for the resulting Contract.

J. Notice of Award

1. The notice of award, if any, resulting from this RFP shall be posted on the Procurement Reporting System, which is available on the SPO website at: <http://hawaii.gov/spo2/source/>.

K. Debriefing

1. Pursuant to Hawaii Administrative Rules (“**HAR**”) section 3-122-60, a debriefing is provided to the non-selected OFFERORS to inform them of the basis for the source selection decision and contract award.
2. A written request for debriefing shall be made within three (3) working days after the posting of the award of the contract. The STATE shall hold the debriefing within seven (7) working days to the extent practicable from the receipt date of the written request.
3. A protest by the requestor submitted pursuant to HRS section 103D-303(h) following a debriefing shall be filed within five (5) working days.

L. Protest

1. Any 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 and a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the Contract.

2. Any protest pursuant to HRS section 103D-701 and HAR section 3-126-3 shall be submitted in writing to the Procurement Officer, Department of Human Resources Development, 235 S. Beretania Street, 14<sup>th</sup> Floor, Honolulu, HI 96813.

## M. Certifications Required Prior to Contract Award

### 1. Tax Clearance

- a. In accordance with HRS sections 103-53 and 103D-328, and HAR section 3-122-112, the CONTRACTOR shall, prior to award, provide valid tax clearance certificates from the STATE Department of Taxation (“**DOTAX**”) and the Internal Revenue Service.
- b. The tax clearance certificates shall be current within six (6) months of the issuance date.
- c. The CONTRACTOR shall provide an original approved DOTAX “Tax Clearance Application,” Form A-6, for Contract execution and for final payment, and shall be subject to the STATE’s general excise tax and income tax requirements. Forms and additional information are available from the DOTAX as follows:

DOTAX website: <http://tax.hawaii.gov>

DOTAX forms by fax or mail: (808) 587-4242

1-800-222-3229 (toll-free)

### 2. Certificate of Compliance

- a. In accordance with HRS section 103D-310(c) and HAR section 3-122-112, the CONTRACTOR shall, prior to award, provide a valid “Certificate of Compliance”, Form LIR # 27, issued by the STATE Department of Labor and Industrial Relations (“**DLIR**”).
- b. The “Certificate of Compliance” shall be current within six (6) months of the issuance date.
- c. The CONTRACTOR shall provide an original approved “Application for Certificate of Compliance with Section 3-122-112, HAR”, Form LIR # 27, for contract execution and shall be subject to the STATE’s unemployment insurance, workers’ compensation, temporary disability insurance, and prepaid health care requirements. Forms and additional information are available from the DLIR as follows:

DLIR website: <http://labor.hawaii.gov/forms>

### 3. Certificate of Good Standing

- a. In accordance with HRS section 103D-310 and HAR section 3-122-112, the CONTRACTOR shall, prior to award, provide a valid "Certificate of Good Standing" from the Business Registration Division ("**BREG**") of the STATE's Department of Commerce and Consumer Affairs.
- b. The "Certificate of Good Standing" shall be current within six (6) months of the issuance date.
- c. To obtain a "Certificate of Good Standing", the CONTRACTOR must first be registered with BREG. However, a sole proprietorship is not required to register with BREG and is therefore not required to submit a "Certificate of Good Standing".
- d. The CONTRACTOR shall provide an original approved "Certificate of Good Standing" for Contract execution, and shall be subject to the STATE's business registration requirements. Forms and additional information are available from BREG as follows:

BREG's website: <http://cca.hawaii.gov/breg>

BREG forms by fax/mail: (808) 586-2727

### 4. Certificate of Vendor Compliance

- a. As an alternate to separately applying for the above certificates, the CONTRACTOR may use the STATE's Hawaii Compliance Express ("**HCE**"), which provides an electronic proof of compliance registration process allowing those doing business with the STATE to collectively obtain a tax clearance from the DOTAX, Certificate of Compliance from the DLIR, and a Certificate of Good Standing from BREG. Thus, one certificate, a "Certificate of Vendor Compliance", may be obtained.
- b. The HCE provides current compliance status as of the issuance date, and shall be accepted for both contracting and final payment purposes.
- c. The "Certificate of Vendor Compliance" is available at:

HCE website: <http://vendors/hawaii.gov>.

### 5. Certificate Costs

- a. All costs, fees, and expenses of obtaining the above certificates shall be the sole responsibility of an CONTRACTOR, and shall not be reimbursed by the STATE whatsoever.



## N. Insurance

1. The CONTRACTOR shall have and maintain, and comply with, the following insurance requirements:
  - a. STATE requirements for workers' compensation, temporary disability, unemployment, and prepaid health care insurance coverage;
  - b. Commercial General Liability insurance coverage – minimum of \$1,000,000.00 per occurrence for bodily injury and property damage; \$1,000,000.00 per occurrence for personal injury; and an aggregate limit of \$2,000,000;
  - c. Automobile liability insurance covering owned, non-owned, leased, and hired vehicles with a minimum of \$1,000,000.00 for bodily injury for each person; \$1,000,000 for bodily injury for each accident; and \$1,000,000 property damage for each accident; and
  - d. Professional liability insurance coverage covering the CONTRACTOR against claims that may arise as a consequence of errors or omissions in providing services with a minimum of \$1,000,000.00 per occurrence.
  - e. The Commercial General Liability and Automobile Liability insurance policies required of the CONTRACTOR shall contain the following clause or similar clauses with the same effect:
    1. "The State of Hawaii is added as an additional insured with respect to operations performed for the State of Hawaii."
    2. "It is agreed that any insurance maintained by the State of Hawaii shall only apply in excess of, and not contribute with, the insurance provided by this policy."
  - f. A Waiver of Subrogation in favor of the State of Hawaii shall apply to the Commercial General Liability, Automobile Liability, and Workers' Compensation policies.
  - g. The insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire selection term, including all extended periods if exercised.
2. The CONTRACTOR agrees to deposit with the STATE, on or before the effective date of the Contract, certificate(s) of insurance necessary to satisfy the STATE that the provisions of the Contract have been complied with, and to keep such insurance in effect and provide the certificate(s) of insurance to the STATE during the entire term of the Contract. Upon request by the STATE, the CONTRACTOR shall furnish a copy of the policy or policies.

3. Failure of the CONTRACTOR to provide and keep in force such insurance shall constitute a material default under the Contract, entitling the STATE to exercise any or all of the remedies provided in the Contract (including without limitation terminating the Contract).
4. The CONTRACTOR shall not cancel or non-renew coverage without replacement, or materially reduce coverage amounts, unless at least thirty (30) calendar days written notice has been given to STATE.
5. The procuring of any required policy or policies of insurance shall not be construed to limit the CONTRACTOR's liability hereunder, or to fulfill the indemnification provisions of the Contract.
6. Notwithstanding said policy or policies of insurance, the CONTRACTOR shall be responsible for the full and total amount of any damage, injury, or loss caused by the CONTRACTOR's negligence or neglect in the provision of services under the Contract.
7. The provisions of paragraph N1 above shall survive the expiration or earlier termination of the Contract for a period of six years.

**O. Americans with Disabilities Act of 1990**

1. The CONTRACTOR shall comply with the Americans with Disability Act of 1990, as amended ("**ADA**"), in the provision of services under this RFP and the Contract, at no cost to the STATE.

**P. Health Insurance Portability and Accountability Act of 1996**

1. The CONTRACTOR shall comply with the Health Insurance Portability and Accountability Act of 1996, as amended ("**HIPAA**"), in the provision of services under this RFP and the Contract, at no cost to the STATE.
2. The CONTRACTOR shall defend and indemnify the STATE from any and all inquiries, claims, actions, proceedings, damages, penalties, attorney fees, costs, and expenses that arise from the CONTRACTOR's failure to implement all applicable HIPAA provisions on behalf of the STATE.

**Q. Confidentiality of Information**

1. The CONTRACTOR shall agree that all information, records and data collected in accordance with this Contract shall be protected from unauthorized disclosure. Subject to applicable laws, the CONTRACTOR shall guard the confidentiality of client information, including but not limited to social security numbers.

2. Access to client identifying information shall be restricted by the CONTRACTOR to persons or agencies who require the information in order to perform their duties in accordance with the Contract.

R. Protection of Personal Information

1. The CONTRACTOR shall ensure compliance with all applicable STATE and federal laws, rules and regulations that are related to the protection of qualified employees' and clients' personal information.
2. The CONTRACTOR shall notify the STATE and the affected individual(s) immediately whenever personal information has been compromised by an unauthorized disclosure.
3. The CONTRACTOR shall establish security procedures to maintain confidentiality and integrity when disposing of records containing personal information, and take reasonable measures to protect against unauthorized access to or use of the information in connection with or after its disposal.

S. Quiet Period

1. OFFERORS and their agents, officers, principals, and employees shall not engage in any written or verbal communication with the STATE, except for the Issuing Officer, during the procurement and selection process. The process ends at the time the Contract is executed, unless otherwise requested by the STATE.
2. OFFERORS shall not engage in any lobbying efforts, or other attempts to influence the STATE in an effort to be selected.
3. Any violation of this paragraph S. may constitute grounds to reject a proposal.

## VII. PROPOSAL SUBMISSION AND REQUIREMENTS

### A. Letter of Intent to Submit a Proposal

1. An OFFEROR interested in submitting a proposal is request to submit a non-binding “Letter of Intent to Submit a Proposal” (see, Appendix “**B**”) to the Issuing Officer on the date and time identified in the “Procurement Timetable.”
  - a. The “Letter of Intent to Submit a Proposal” may be sent to the Issuing Officer by mail, fax, or email.
  - b. Although the “Letter of Intent to Submit a Proposal” is not mandatory (and the failure to submit it will not preclude an OFFEROR from submitting a proposal), only those OFFERORS who have submitted a “Letter of Intent to Submit a Proposal” shall receive official communications from the STATE.

### B. Submission of Proposals

1. To be considered responsive, an OFFEROR’s proposal and supporting documentation must be for all items specified in this RFP (and any subsequent Addendum). Any proposal offering any other set of terms and conditions contradictory to those included herein (or in any subsequent Addendum) may be rejected without further consideration.
2. An OFFEROR must complete the “Standard Proposal Letter” in Appendix “**C**”, and identify the name and telephone number of a person who may be contacted during the evaluation process to discuss the proposal.
  - a. By signing the “Standard Proposal Letter,” the OFFEROR agrees to comply with the requirements of this RFP, and all applicable federal and STATE laws.
  - b. The “Standard Proposal Letter” must be signed by an officer (an original signature is required) who has authority to bind the OFFEROR, and evidence of that authority must be attached and the corporate seal, if any, affixed to the “Standard Proposal Letter.”
3. An OFFEROR shall prepare and submit a proposal that fully describes the services, time frame, and compensation that the OFFEROR proposes in response to this RFP. An OFFEROR shall describe how its proposal meets the STATE’s requirements on a point-by-point basis as itemized in Part III “SCOPE OF WORK” and PART IV “OFFEROR’S QUALIFICATIONS,” and other applicable provisions in this RFP. The description shall be in sufficient detail to enable the STATE to evaluate the services offered. This is in addition to any brochures or printed materials that may be submitted with this RFP.
  - a. The following format shall be used when responding to requirements of this RFP:

1. Identify the relevant section number and heading;
  2. Repeat the relevant request, condition, or term; and
  3. Provide the response to the matter as appropriate.
- b. Any supplemental information thought to be relevant, but not applicable to the specified categories, should be provided as an appendix to the proposal.
  - c. All proposal responses must be in accordance with the terms and conditions stated herein. Descriptions may be provided as an appendix to the proposal.
  - d. The OFFEROR shall submit a written proposal in a method as described in this section, paragraph 9 below. In addition, the OFFEROR shall submit separate written and electronic proposals that include the OFFEROR's Executive Summary described below and all exhibits and forms in the proposal.
4. An OFFEROR shall complete the "WAGE CERTIFICATION" form in Appendix "D" and submit it with its proposal.
  5. An OFFEROR is required to submit its proposal using the OFFEROR'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. The original proposal response must also contain original signatures, and facsimiles shall not be accepted.
  6. All materials submitted shall become the property of the STATE, unless otherwise noted, and shall not be returned.
  7. The STATE reserves the right to hold all proposals and supporting documents received for a period of ninety (90) days from the date of the proposal opening, during which time they shall be irrevocable, unless otherwise required by law.
  8. Proposals shall be mailed or delivered to the Issuing Officer at the address specified in this RFP. Proposals must be received and time-stamped by the Issuing Officer **no later than the date and time indicated in the "Procurement Timetable" (i.e., October 11, 2017, 4:00 p.m. HST).**
    - a. Any proposals received after that date and time shall be rejected. Faxed or emailed proposals shall not be accepted or considered for award.
    - b. The outside cover of the package containing the proposal shall be marked:  
  
"Proposal Submitted in Response to  
RFP No. 18-1-REACH for an Employee Assistance (Professional Counseling)  
Services Provider (Name, address, and phone number of OFFEROR)"

- c. All proposals must be typewritten or mechanically printed on 8 ½" x 11" paper and in electronic format (i.e., on a CD or flash drive).
9. Each qualified OFFEROR shall submit:
  - a. One (1) single-sided unbound original of the proposal and four (4) copies for a total of five (5) concurrently. Proposals shall be time-stamped upon receipt and shall not be opened publicly.
  - b. Five (5) copies of the proposal (including all exhibits, attachments and Executive Summary) in electronic format (i.e., on a CD or flash drive).
  - c. A total of ten (10) proposals that consist of five (5) proposals in paper format and five (5) proposals in electronic format.
  - d. Ten (10) copies of the Executive Summary as specified in section IV.A.1 (OFFEROR's Qualifications section).
10. An OFFEROR may modify or withdraw a proposal by making a request in writing before the proposal submission date indicated in the "Procurement Timetable" (i.e., October 11, 2017, 4:00 p.m. HST).

11. Trade Secrets/Proprietary Data

- a. If an OFFEROR considers any part of its proposal to be a trade secret or proprietary data, the OFFEROR must clearly designate that portion as confidential in order to obtain any protection from disclosure that may be available under HAR section 3-122-58 and HRS chapter 92F. Simply marking a section "confidential" shall not ensure protection. Each sheet of such information must be marked with the following: "This data constitutes a trade secret or proprietary data under HAR section 3-122-58, and/or HRS chapter 92F." Materials shall be readily separable from the proposal in order to facilitate inspection of the non-confidential portion of the proposal.
- b. An OFFEROR shall submit reasons why the marked material constitutes a trade secret or proprietary data under the applicable section or chapter, and attach such justification with the proposal. The OFFEROR's pricing information for this RFP shall be open to public inspection and shall not be regarded as confidential.
- c. In accordance with Section 3-122-58, HAR, if a person requests to inspect the portion of an OFFEROR's proposal designated as confidential, the head of the purchasing agency or designee shall consult with the Attorney General, who shall make a written determination as to confidentiality. If the request for confidentiality is denied, the information shall be disclosed as public information, unless the person appeals the denial to the Office of Information Practices in accordance with Section 92F-42(12), HRS.

12. Cost for Proposal Preparation

- a. Any and all costs incurred by the OFFEROR in preparing or submitting a proposal, or making a presentation to the Evaluation Committee, shall be the OFFEROR's sole responsibility, and shall not be reimbursed by the STATE whatsoever.

## VIII. PROPOSAL EVALUATION AND SELECTION

### A. Introduction

1. Only those proposals that substantially meet all of the terms, conditions, and requirements specified in this RFP shall be considered. All other proposals shall be considered non-responsive and shall be eliminated from the evaluation and selection process.
2. The STATE is committed to a fair and impartial evaluation of all proposals received.

### B. Evaluation Criteria

The evaluation shall be based on the following criteria and the corresponding point system:

<u>Criteria</u>	<u>Maximum Points</u>
1. Offeror's Qualifications	65
2. Costs/Fees	30
3. Other Services	5
TOTAL	<u>100</u>

### C. Evaluation Committee

1. An Evaluation Committee comprised of up to three (3) members designated by the Procurement Officer shall review and evaluate all proposals submitted by the deadline specified in this RFP. The evaluation shall be based solely on the evaluation criteria set out in this RFP.

### D. Evaluation Process

The evaluation of proposals shall be conducted in six (6) phases:

1. Phase 1 – Initial Classification of Proposals

Proposals shall be classified initially as “acceptable,” “potentially acceptable,” or “unacceptable.” All responsive, responsible OFFERORS who submit “acceptable” or “potentially acceptable” shall be eligible for the priority list in Phase 2.

The purpose of this phase is to determine whether an OFFEROR's proposal is sufficiently responsive to the RFP to permit a complete evaluation. OFFERORS must submit the “Standard Proposal Letter,” and a proposal that addresses all of the



requirements specified in the RFP and is in the format specified in this RFP. Failure to meet these requirements shall be grounds to deem the proposal “unacceptable.”

2. Phase 2 – Establishment of Priority-Listed Offerors

If there are more than three (3) “acceptable” or “potentially acceptable” proposals, the Evaluation Committee shall evaluate the proposals under the evaluation criteria above, rank the proposals, and limit the priority list to at least three (3) responsive, responsible OFFERORS who submitted the highest-ranked proposals. Those responsive, responsible OFFERORS who are selected for the priority list shall be referred to as the “Priority-Listed Offerors.”

3. Phase 3 – Interviews with Priority-Listed Offerors

During this phase, the STATE may (in its sole discretion) conduct interviews only with Priority-Listed Offerors during the time period designated in the “Procurement Timetable” (i.e., November 8 – November 14, 2017).

The STATE may require oral presentations from the Priority-Listed Offerors to ensure a thorough, mutual understanding of each proposal. The STATE shall schedule the time and location for these presentations during the time frame in the “Procurement Timetable” or as required by the Evaluation Committee. Any Priority-Listed Offeror who is requested to make a presentation but fails to make the presentation on the scheduled date to the Evaluation Committee shall not be considered for the final award. Any and all costs incurred by an OFFEROR in making the presentation shall be the OFFEROR’s sole responsibility and shall not be reimbursed by the STATE whatsoever.

4. Phase 4 – Submission of Best and Final Offers

To the extent that there is flexibility in pricing for the proposed services, Priority-Listed Offerors shall submit their best and final offers by the date and time indicated in the “Procurement Timetable” (i.e., November 27, 2017). Best and final offers shall be submitted only once unless it is determined in writing by the STATE to be in the best interest of the STATE to conduct additional discussions, or change the STATE’s requirement by an addendum distributed only to Priority-Listed Offerors, and require another submission of best and final offers.

5. Phase 5 – Final Evaluation of Proposals

During this phase, the Evaluation Committee may conduct final evaluations of the Priority-Listed Offeror’s best and final offers submitted by the OFFERORS. If the best and final offers are not required, the Evaluation Committee shall conduct final evaluations of the proposals received. Final evaluations may include interviews with the finalists to clarify any further information on each proposal. The STATE may schedule the interviews by telephone during the time frame in the “Procurement Timetable” or as required by the Evaluation Committee.

6. Phase 6 – Recommendation for Award

The Evaluation Committee shall prepare a short report summarizing its findings and rankings, and shall make the final selection of the CONTRACTOR.

E. Contract Period

1. The successful OFFEROR shall enter into a Contract commencing on or about January 1, 2018, for a one-year period (ending about December 31, 2018), or until funds expire, whichever occurs first.
2. Thereafter, the Contract may be renewed for five (5) additional one (1) year periods (i.e., the Contract may be extended from January 1, 2019 to December 31, 2019; January 1, 2020 to December 31, 2020; January 1, 2021 to December 31, 2021; January 1, 2022 to December 31, 2022; and January 1, 2023 to December 31, 2023, upon mutual consent between the parties; provided that:
  - a. There are funds available at the time of the annual extension; and
  - b. The CONTRACTOR's hourly rates remain unchanged for the annual extension.
3. Either party may elect to not renew the Contract on the expiration date of the Contract, or terminate the Contract, provided that:
  - a. If the STATE elects to not renew the Contract or desires to terminate the Contract, the STATE shall provide the CONTRACTOR with at least thirty (30) calendar days' notice in writing prior to the date of non-renewal or termination; and
  - b. If the CONTRACTOR elects to not renew the Contract or desires to terminate the Contract, the CONTRACTOR shall provide the State with at least:
    1. Ninety (90) calendar days' notice in writing prior to June 30, 2018 or the date of termination in the first Contract year, and
    2. One hundred eighty (180) calendar days' notice in writing prior to subsequent dates of non-renewal or termination.
4. During any contract non-renewal or termination notification period, the CONTRACTOR shall fully comply with the requirements of the Contract.
5. No fees, charges, penalties, costs, etc. shall be assessed against the STATE in the event the Contract expires, is terminated, or is not extended/renewed by either party.

## F. Contract Execution

1. The successful OFFEROR shall be required to enter into a formal written Contract in accordance with the laws, rules, and regulations of the STATE. It is anticipated that the contract shall be executed immediately upon notification of the award.
2. The CONTRACTOR must agree, at a minimum, to represent, covenant, warrant, and comply with the following:

- a. Litigation

The CONTRACTOR, its officers, directors, stockholders, agents or employees are not subject to any present litigation or administrative proceeding before any court or administrative body that would have a material adverse affect on the CONTRACTOR's ability to perform under the resulting Contract. To the best knowledge of the CONTRACTOR, no such litigation or proceedings is presently threatened against it or any of the foregoing persons.

- b. Removal of/changes in CONTRACTOR's staff and subcontractors

1. THE CONTRACTOR shall remove persons from work relating to the Program if they are incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or if their continued employment is contrary to the best interest of the STATE and its employees.
  2. The CONTRACTOR shall inform the STATE of changes in its key personnel or those of a subcontractor involved in the administration of the Program.
3. The STATE intends to incorporate the "General Conditions" in Appendix "E"; provided that the following termination provisions shall also apply:
    - a. The STATE may terminate the Contract immediately if:
      1. The CONTRACTOR fails to comply with any applicable STATE or federal licensing requirement(s) necessary to provide services under the Contract;
      2. The Program is discontinued by the STATE, or is disallowed by operation of any STATE or federal law or court order;
      3. The award of the Contract to the CONTRACTOR or the Contract itself is deemed invalid by any court or administrative tribunal.
    - b. Except as otherwise provided in the Contract, if the STATE is dissatisfied with the performance of the CONTRACTOR (or any of its subcontractors), the CONTRACTOR fails to perform its obligations under this Agreement, or the CONTRACTOR otherwise breaches the provisions of Contract:

1. The STATE shall notify the CONTRACTOR in writing of the STATE's dissatisfaction, or that the CONTRACTOR has failed to perform or is in breach;
  2. The CONTRACTOR shall have thirty (30) calendar days from receipt of the notification to cure the problem to the satisfaction of the STATE;
  3. During the thirty (30) day period, the CONTRACTOR shall continue to comply with the requirements of the Contract; and
  4. If the CONTRACTOR fails to cure the problem within the thirty (30) day period, the STATE may terminate the Contract immediately thereafter.
- c. Upon termination, expiration, or non-renewal of the Contract, the:
1. STATE shall not be liable to the CONTRACTOR (or its approved subcontractors) for any costs, expenses, loss of profits, or damages whatsoever incurred by the CONTRACTOR (or its approved subcontractors) in the performance of services required under the Contract;
  2. STATE shall have the right to secure services in the open market, or from the next OFFEROR whose proposal is deemed most advantageous to the STATE; and
  3. The CONTRACTOR shall be required to assist with and fully cooperate with the STATE in transitioning the Program to another Employee Assistance (Professional Counseling) Service Provider at no cost to the STATE.
- d. Additional rights and remedies

The rights and remedies provided in this section are in addition to any other rights and remedies provided by law or under the Contract.

**APPENDIX "A"**  
**FORM EAP-1**

DATE

**INVOICE TRANSMITTAL**

For EAP Service Month of \_\_\_\_\_

Contract No. \_\_\_\_\_

TO: Department of Human Resources Development  
Employee Assistance Office  
Attn: REACH Contract Officer  
235 S. Beretania Street, #1004  
Honolulu, HI 96813

FROM: \_\_\_\_\_ (CONTRACTOR'S NAME)  
\_\_\_\_\_  
\_\_\_\_\_ (ADDRESS)  
\_\_\_\_\_

The attached monthly report is submitted for review and payment.

BILLABLE HOURS	TYPE OF CHARGES	TOTAL
	Counseling Sessions @ \$ _____/hour	
	Consulting Services to a Qualified Employee's Supervisor (include department name)	
	Group Counseling Sessions (include department name, type of session – for example DAGS/Critical Incident Stress Debriefing)	
	Supervisor Orientation Sessions (include department and dates)	
	Employee Orientation Sessions (include department and dates)	
	BALANCE DUE	

APPENDIX "B"  
LETTER OF INTENT TO SUBMIT A PROPOSAL

Mr. James K. Nishimoto, Director  
Department of Human Resources Development  
c/o Employee Relations Division  
Employee Assistance Office  
235 S. Beretania Street, #1004  
Honolulu, HI 96813

Fax (808) 587-1107

Dear Director Nishimoto:

RE: Request for Proposals No. 18-1-REACH: Competitive Sealed Proposals to Select an Employee Assistance (Professional Counseling) Services Provider

This is to acknowledge that we have reviewed the above-referenced Request for Proposals and intend to submit a proposal.

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

The undersigned understands and agrees that:

1. The State of Hawaii ("**State**") reserves the right to cancel the RFP when, in the State's opinion, such cancellation is in the best interest of the State.
2. The State may reject Proposals, in whole or in part, and waive any defects, when in the State's opinion, such rejection or waiver will be in the best interest of the State.

3. The State shall not be liable for any costs, expenses, loss of profits, or damages whatsoever incurred by the Offerors in the event this RFP is canceled or a proposal is rejected.

Very truly yours,

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

Date: \_\_\_\_\_

## APPENDIX "C"

### STANDARD PROPOSAL LETTER

Mr. James K. Nishimoto, Director  
Department of Human Resources Development  
c/o Employee Relations Division  
Employee Assistance Office  
235 S. Beretania Street, #1004  
Honolulu, HI 96813

Dear Director Nishimoto:

RE: Request for Proposals No. 18-1-REACH: Competitive Sealed Proposals to Select an Employee Assistance (Professional Counseling) Service Provider

The undersigned Offeror hereby submits a proposal in response to RFP No. 18-1-REACH for an Employee Assistance (Professional Counseling) Service Provider for the State of Hawaii Resource for Employee Assistance and Counseling Help (REACH) Program.

The undersigned Offeror understands and agrees that:

1. All services shall be provided in accordance with the RFP, and applicable federal and State laws and rules.
2. The State reserves the right to cancel the RFP when, in the State's opinion, such cancellation is in the best interest of the State.
3. The State may reject Proposals, in whole or in part, and waive any defects, when in the State's opinion, such rejection or waiver will be in the best interest of the State.
4. The State shall not be liable for any costs, expenses, loss of profits, or damages whatsoever incurred by the Offerors in the event this RFP is canceled or a proposal is rejected.

The undersigned Offeror shall answer the following with a "YES" or "NO."

1. The Offeror has read, understands, and agrees to comply with all specified requirements of the RFP. \_\_\_\_\_
2. The Offeror has read, understands, and agrees to comply with applicable federal and State laws in the provision of services under the RFP. \_\_\_\_\_
3. The Offeror is authorized to transact business in the State of Hawaii. \_\_\_\_\_



- The Offeror has and is willing to commit sufficient staff and resources in Hawaii to perform and deliver the services and products required by the RFP for the Program.

\_\_\_\_\_

The "Standard Proposal Letter" must be (a) signed by an individual or individuals authorized to legally bind the Offeror, (b) dated, and (c) affixed with the corporate seal, if any. If the Offeror is a corporation, evidence in the form of a certified copy of a corporate resolution, or certified copy of articles of incorporation or bylaws, shall be submitted showing the individual's authority to bind the corporation. If the Offeror is a partnership or joint venture, each member of the partnership or joint venture must sign this letter, or evidence (in the form of a partnership contractor joint venture agreement) must be submitted showing that the individuals signing the proposal letter have the authority to bind the partnership or the joint venture.

Very truly yours,

\_\_\_\_\_ Date \_\_\_\_\_

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

\_\_\_\_\_  
Hawaii General Excise Tax Number or Federal I.D. Number

\* Please attach to this page notarized evidence of the authority of this officer to submit this proposal.

(Affix Corporate Seal Here)

APPENDIX "D"  
WAGE CERTIFICATION

PROPOSAL FOR AN EMPLOYEE ASSISTANCE (PROFESSIONAL COUNSELING) SERVICE  
PROVIDER FOR THE STATE OF HAWAII REACH PROGRAM

To the extent that Hawaii Revised Statutes section 103-55 applies, I hereby certify that if awarded the Contract, the services to be rendered shall be performed under the following conditions:

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than wages paid to public officers and employees for similar work, if similar positions are listed in the classification plan of the State of Hawaii ("**State**") government.
2. All applicable laws of the federal and State governments, including but not limited to workers' compensation, unemployment insurance, payment of wages, and safety, shall be fully complied with.

I understand that all payments required by federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wages required by Hawaii Revised Statutes section 103-55.

Name of Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPENDIX "E"  
STATE OF HAWAII GENERAL CONDITIONS

SEE GENERAL CONDITIONS