

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

## Registration Form For Online Solicitations

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

**Solicitation Information:**

Number:	RFP No. F13-126
Title:	Instructional Support Services including Educational Sign Language Interpretive Services for the Deaf and Hard-of-Hearing Students Department of Education (Statewide)
Deadline:	2:00 p.m. Hawaii Standard Time, <b>January 29, 2014</b>
Contact Person:	Gwen Nakamoto
Contact's e-mail Address:	gwen_nakamoto@notes.k12.hi.us

**Offeror Information:**

Name of Company Registering:	
Mailing Address:	
Name of Contact Person:	
Contact's e-mail Address:	
Contact's Telephone/ Facsimile No.:	

State of Hawaii  
Department of Education  
Office of Curriculum, Instruction, and Student Support  
Student Support Branch  
Comprehensive Student Support Services Section

## **Request for Proposals**

### **RFP No. RFP F13-126**

### **Instructional Support Services Including**

### **Educational Sign Language**

### **Interpretive Services for the**

### **Deaf and Hard-of-Hearing Students**

### **Department of Education**

### **(Statewide)**

Date Issued: December 20, 2013

Proposal Submittal Deadline: January 29, 2014

Orientation Session: January 7, 2014, 1:00-3:00 p.m. Hawaii Standard Time,  
DOE State Office Annex, 475 22<sup>nd</sup> Avenue, Room 264-A, Honolulu, HI  
96816

**Note:** *It is the applicant's responsibility to check the public procurement notice website, the request for proposals website, or to contact the RFP point-of-contact identified in the RFP for any addenda issued to this RFP. The State shall not be responsible for any incomplete proposal submitted as a result of missing addenda, attachments or other information regarding the RFP.*

December 20, 2013

## REQUEST FOR PROPOSALS

**Instructional Support Services Including Educational Sign Language Interpretive  
Services for the Deaf and Hard-of-Hearing Students  
Department of Education (Statewide)  
RFP No. RFP F13-126**

### NOTICE

The Department of Education, Office of Curriculum, Instruction, and Student Support, Student Support Branch, Comprehensive Student Support Services Section is requesting proposals from qualified applicants to provide instructional support services including Educational Sign Language interpretive services for the deaf and hard-of-hearing students statewide.

#### **SUBMITTAL DEADLINE**

All proposals mailed by the United States Postal Service (USPS) shall be postmarked by January 29, 2014 to the mail-in address and received no later than ten days from the submittal deadline. Hand delivered proposals shall be received no later than January 29, 2014, 2:00 p.m., Hawaii Standard Time (HST) at the drop-off sites.

Proposals postmarked or hand delivered after the designated deadline shall be considered late and rejected. Deliveries by private mail services such as FEDEX shall be considered hand deliveries and shall be rejected if received after the submittal deadline.

**MAIL-INS:** DOE Procurement & Contracts Branch, Waipahu Civic Center  
94-275 Mokuola Street, Room 200  
Waipahu, HI 96797

#### **HAND DELIVERIES (DROP-OFF SITES):**

**Oahu only**  
DOE Procurement & Contracts Branch, Waipahu Civic Center  
94-275 Mokuola Street, Room 200  
Waipahu, HI 96797

**Applicants are encouraged to attend the Orientation Meeting. (See Section 1)**

#### **INQUIRIES**

Any inquiries regarding this RFP should be directed to the RFP contact person:

Gwen Nakamoto  
DOE Procurement & Contracts Branch, Waipahu Civic Center  
94-275 Mokuola Street, Room 200  
Waipahu, HI 96797  
Phone: 808-675-0130  
e-mail: gwen\_nakamoto@notes.k12.hi.us

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# Section 1

## Administrative Overview

### 1.1 Procurement Timetable

**Note that the procurement timetable represents the State’s best estimated schedule. If an activity on this schedule is delayed, the rest of the schedule will likely be shifted by the same number of days. Contract start dates may be subject to the issuance of a notice to proceed.**

Activity	Scheduled Date
Public notice announcing RFP	December 20, 2013
RFP orientation session	January 7, 2014
Due date for written questions, 2:00 p.m. HST	January 13, 2014
State purchasing agency's response to written questions	January 17, 2014
Proposal submittal deadline	January 29, 2014
Proposal evaluation period	January 30, 2014-February 18, 2014
Final revised proposals (optional)	n/a
Provider selection	February 19, 2014
Notice of statement of findings and decision	February 26, 2014
Contract start date	Approximately March 2014

### 1.2 Website Reference

**The State Procurement Office (SPO) website is <http://hawaii.gov/spo>**

For	Click on “Doing Business with the State” tab or
1	Procurement of Health and Human Services <a href="http://hawaii.gov/spo/health-human-svcs/doing-business-with-the-state-to-provide-health-and-human-services">http://hawaii.gov/spo/health-human-svcs/doing-business-with-the-state-to-provide-health-and-human-services</a>
2	RFP website <a href="http://hawaii.gov/spo/general/procurement-notice-for-solicitations">http://hawaii.gov/spo/general/procurement-notice-for-solicitations</a>
3	Hawaii Revised Statutes (HRS) and Hawaii Administrative Rules (HAR) for Purchases of Health and Human Services <a href="http://hawaii.gov/spo/general/statutes-and-rules/procurement-statutes-and-administrative-rules">http://hawaii.gov/spo/general/statutes-and-rules/procurement-statutes-and-administrative-rules</a>
4	Forms <a href="http://hawaii.gov/spo/statutes-and-rules/general/spo-forms">http://hawaii.gov/spo/statutes-and-rules/general/spo-forms</a>
5	Cost Principles <a href="http://hawaii.gov/spo/health-human-svcs/cost-principles-for-procurement-of-health-and-human-services">http://hawaii.gov/spo/health-human-svcs/cost-principles-for-procurement-of-health-and-human-services</a>
6	Standard Contract -General Conditions, AG103F13 <a href="http://hawaii.gov/spo/general/gen-cond/general-conditions-for-contracts">http://hawaii.gov/spo/general/gen-cond/general-conditions-for-contracts</a>
7	Protest Forms/Procedures <a href="http://hawaii.gov/spo/health-human-svcs/protestsreqforreconsideration/protests-requests-for-reconsideration-for-private-providers">http://hawaii.gov/spo/health-human-svcs/protestsreqforreconsideration/protests-requests-for-reconsideration-for-private-providers</a>

**Non-SPO websites**

(Please note: website addresses may change from time to time. If a link is not active, try the State of Hawaii website at <http://hawaii.gov>)

	<b>For</b>	<b>Go to</b>
8	Hawaii Compliance Express (HCE)	<a href="https://vendors.ehawaii.gov/hce/splash/welcome.html">https://vendors.ehawaii.gov/hce/splash/welcome.html</a>
9	Department of Taxation	<a href="http://hawaii.gov/tax/">http://hawaii.gov/tax/</a>
10	Wages and Labor Law Compliance, HRS §103-055	<a href="http://capitol.hawaii.gov/hrscurrent">http://capitol.hawaii.gov/hrscurrent</a>
11	Department of Commerce and Consumer Affairs, Business Registration	<a href="http://hawaii.gov/dcca">http://hawaii.gov/dcca</a> click "Business Registration"
12	Campaign Spending Commission	<a href="http://hawaii.gov/campaign">http://hawaii.gov/campaign</a>

**1.3 Authority**

This RFP is issued under the provisions of the Hawaii Revised Statutes (HRS), Chapter 103F and its administrative rules. All prospective applicants are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal application by a prospective applicant shall constitute admission of such knowledge on the part of such prospective applicant.

**1.4 RFP Organization**

This RFP is organized into 5 sections:

**Section 1, Administrative Overview** - The procurement process; requirements for awardees.

**Section 2, Service Specifications** - Services to be delivered, applicant responsibilities, requirements for the proposal application.

**Section 3, Proposal Application** - General and specific instructions for proposal application submission.

**Section 4, Evaluation** - The method by which proposal applications will be evaluated.

**Section 5, Attachments** - Information and forms necessary to complete the application.5

**1.5 Contracting Office**

The Contracting Office is responsible for overseeing the contract(s) resulting from this RFP, including system operations, fiscal agent operations, and monitoring and assessing provider performance. The Contracting Office is:

Department of Education, Office of Curriculum, Instruction, and Student Support,  
Student Support Branch, Comprehensive Student Support Services Section  
475 22<sup>nd</sup> Avenue, Building 302, Room 204, Honolulu, HI 96816  
Phone: (808) 203-5515, Fax: (808) 733-9890  
email: Kristine\_Takekawa@notes.k12.hi.us

## 1.6 RFP Contact Person

From the release date of this RFP until the selection of the successful provider(s), any inquiries and requests shall be directed to the sole point-of-contact identified below.

Gwen Nakamoto  
 DOE Procurement & Contracts Branch, Waipahu Civic Center  
 94-275 Mokuola Street, Room 200  
 Waipahu, HI 96797  
 Phone: 808-675-0130  
 e-mail: gwen\_nakamoto@notes.k12.hi.us

## 1.7 Orientation

An orientation for applicants in reference to the request for proposals will be held as follows:

<b>Date:</b>	<u>January 7, 2014</u>	<b>Time:</b>	<u>1:00-3:00 p.m.</u>
<b>Location:</b>	<u>DOE State Office Annex, 475 22<sup>nd</sup> Avenue, Room 264-A Honolulu, HI 96816</u>		

Applicants are encouraged to submit written questions prior to the orientation. Impromptu questions will be permitted at the orientation and spontaneous answers provided at the state purchasing agency's discretion. However, answers provided at the orientation are only intended as general direction and may not represent the state purchasing agency's position. Formal official responses will be provided in writing. To ensure a written response, any oral questions should be submitted in writing following the close of the orientation, but no later than the submittal deadline for written questions indicated in the subsection 1.8, Submission of Questions.

## 1.8 Submission of Questions

Applicants may submit written questions to the RFP Contact Person identified in subsection 1.6. Written question should be received by the date and time specified in the procurement schedule in subsection 1.1. The purchasing agency will respond to written questions by way of an addendum to the RFP.

## 1.9 Discussions with Applicants

Discussions may be conducted with potential applicants to promote understanding of the purchasing agency's requirements prior to the submittal deadline. Discussions may also be conducted with applicants whose proposals are determined to be reasonably susceptible of being selected for award, but proposals may be accepted without discussions, in accordance HAR §3-143-403.

## 1.10 Multiple or Alternate Proposals

Multiple/alternate proposals are not applicable to this RFP.

### **1.11 Confidential Information**

If an applicant believes any portion of a proposal contains information that should be withheld as confidential, the applicant shall request in writing nondisclosure of designated proprietary data to be confidential and provide justification to support confidentiality. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal to facilitate eventual public inspection of the non-confidential sections of the proposal. Note that price is not considered confidential and will not be withheld.

### **1.12 Opening of Proposals**

Upon the state purchasing agency's receipt of a proposal at the designated location(s), proposals, modifications to proposals, and withdrawals of proposals shall be date-stamped, and when possible, time-stamped, held in a secure place and not examined for evaluation purposes until the submittal deadline.

### **1.13 Additional Materials and Documentation**

Upon request from the state purchasing agency, each applicant shall submit additional materials and documentation reasonably required by the state purchasing agency in its evaluation of the proposals.

### **1.14 Public Inspection**

Procurement files shall be open to public inspection after contracts have been awarded and executed by all parties.

### **1.15 RFP Addenda**

The State reserves the right to amend this RFP at any time prior to the-closing date for final revised proposals.

### **1.16 Final Revised Proposals**

If requested, final revised proposals shall be submitted in the manner, and by the date and time specified by the state purchasing agency. If a final revised proposal is not submitted, the previous submittal shall be construed as the best and final revised proposal.

### **1.17 Cancellation of Request for Proposals**

The request for proposals may be canceled when it is determined to be in the best interests of the State in accordance with HAR §3-143-613.

## 1.18 Costs for Proposal Preparation

Any costs incurred by applicants in preparing or submitting a proposal are the applicants' sole responsibility.

## 1.19 Provider Participation in Planning

Provider(s), awarded a contract resulting from this RFP,

are required

are not required

to participate in the purchasing agency's future development of a service delivery plan pursuant to HRS §103F-203.

Provider participation in a state purchasing agency's efforts to plan for or to purchase health and human services prior to the release of a request for proposals, shall not disqualify providers from submitting proposals if conducted in accordance with HAR §§3-142-202, 3-142-203.

## 1.20 Rejection of Proposals

A proposal offering a set of terms and conditions contradictory to those included in this RFP may be rejected. A proposal may be rejected for any of the following reasons:

- 1) Failure to cooperate or deal in good faith (HAR §3-141-201);
- 2) Inadequate accounting system (HAR §3-141-202);
- 3) Late proposals (HAR§3-143-603);
- 4) Inadequate response to request for proposals (HAR §3-143-609);
- 5) Proposal not responsive (HAR §3-143-610(a)(1));
- 6) Applicant not responsible (HAR §3-143-610(a)(2)).

## 1.21 Notice of Award

A statement of findings and decision shall be provided to each responsive and responsible applicant by mail upon completion of the evaluation of competitive purchase of service proposals.

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

No work is to be undertaken by the provider(s) awarded a contract prior to the contract commencement date. The State of Hawaii is not liable for any costs incurred prior to the official starting date.

## 1.22 Protests

Pursuant to HRS §103F-501 and HAR Chapter 148, an applicant aggrieved by an award of a contract may file a protest. The Notice of Protest form, SPOH-801, and related forms are available on the SPO website. (See subsection 1.1, Website Reference for website address.) Only the following matters may be protested:

- (1) A state purchasing agency's failure to follow procedures established by Chapter 103F of the Hawaii Revised Statutes;
- (2) A state purchasing agency's failure to follow any rule established by Chapter 103F of the Hawaii Revised Statutes; and
- (3) A state purchasing agency's failure to follow any procedure, requirement, or evaluation criterion in a request for proposals issued by the state purchasing agency.

The Notice of Protest shall be postmarked by USPS or hand delivered to 1) the head of the state purchasing agency conducting the protested procurement and 2) the procurement officer who is conducting the procurement (as indicated below) within five working days of the postmark of the Notice of Findings and Decision sent to the protestor. Delivery services other than USPS shall be considered hand deliveries and considered submitted on the date of actual receipt by the state purchasing agency.

<b>Head of State Purchasing Agency</b>	<b>Procurement Officer</b>
Name: Andrell Beppu Aoki	Name: Steve Shiraki
Title: Director, OFS/PCB	Title: Administrator
Mailing Address: 94-275 Mokuola Street, Room 200 Waipahu, HI 96797	Mailing Address: 475 22 <sup>nd</sup> Avenue, Building 302, Room 204 Honolulu, HI 96816
Business Address: Same as above.	Business Address: Same as above.

### 1.23 Availability of Funds

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 Chapter 37, HRS, and subject to the availability of State and/or Federal funds.

### 1.24 Hawaii Compliance Express (HCE)

All providers shall comply with all laws governing entities doing business in the State. Providers shall register with HCE for online compliance verification from the Hawaii State Department of Taxation (DOTAX), Internal Revenue Service (IRS), Department of Labor and Industrial Relations (DLIR), and Department of Commerce and Consumer Affairs (DCCA). There is a nominal annual registration fee (currently \$12) for the service. The HCE's online "Certificate of Vendor Compliance" provides the registered provider's current compliance status as of the issuance date, and is accepted for both contracting and final payment purposes. Refer to **subsection 1.2**, Website Reference, for HCE's website address.

- A. **Tax Clearance.** Pursuant to HRS §103-53, as a prerequisite to entering into contracts of \$25,000 or more, providers are required to have a tax clearance from DOTAX and the IRS. (See subsection 1.2, Website Reference for DOTAX and IRS website address.)
- B. **Labor Law Compliance.** Pursuant to HRS §103-55, providers shall be in compliance with all applicable laws of the federal and state governments relating to

workers' compensation, unemployment compensation, payment of wages, and safety. (See subsection 1.2, Website Reference for DLIR website address.)

- C. **DCCA Business Registration.** Prior to contracting, owners of all forms of business doing business in the state except sole proprietorships, charitable organizations, unincorporated associations and foreign insurance companies shall be registered and in good standing with the DCCA, Business Registration Division. Foreign insurance companies must register with DCCA, Insurance Division. More information is on the DCCA website. (See subsection 1.2, Website Reference for DCCA website address.)

### **1.25 Wages Law Compliance**

If applicable, by submitting a proposal, the applicant certifies that the applicant is in compliance with HRS §103-55, Wages, hours, and working conditions of employees of contractors performing services. Refer to HRS §103-55, at the Hawaii State Legislature website. (See subsection 1.2, Website Reference for DLIR website address.)

### **1.26 Campaign Contributions by State and County Contractors**

HRS §11-355 prohibits campaign contributions from certain State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body. Refer to HRS §11-355. (See subsection 1.2, Website Reference for Campaign Spending Commission website address.)

### **1.27 General and Special Conditions of Contract**

The general conditions that will be imposed contractually are on the SPO website. Special conditions may also be imposed contractually by the state purchasing agency, as deemed necessary.

## **Section 2**

### **Service Specifications**

#### **2.1 Overview, Purpose or Need, and Goals of Service**

The Federal Individuals with Disabilities Educational Act, as amended, (IDEA) requires IDEA-eligible students be educated in the least restrictive environment. The purpose of this RFP is to solicit private providers, both agencies and individuals, interested in providing sign language interpreting to students in Department of Education (DOE) schools statewide.

The DOE is seeking statewide contract(s). It is anticipated that the contract(s) awarded as a result of this RFP will be to provide educational sign language interpreter services to students referred in the specific geographic area assigned as needed by the DOE including, as applicable, short-term coverage of less than twelve (12) months.

Educational sign language interpreter services are provided within the context of the DOE Comprehensive Student Support System (CSSS). As part of an integrated programmatic approach, these services are designed to provide the personalized support necessary to assist students to successfully engage in standards based education by overcoming individual barriers to learning. The primary goal is to remove communication barriers to learning and to provide the necessary services to enable deaf and hard-of-hearing students to access the general education curriculum and benefit from special education through the provision of educational interpreter services. Individual Education Plans (IEPs) or Modification Plans (MPs) will be developed collaboratively with school teams to assure services are accountable, cost effective, performance-based, and results in measurable outcomes to foster independence and enhance the student's ability to make progress on IEP/MP goals and objectives.

Educational sign language interpreting services are intended, among other things, to allow students access to their specific grade-level curriculum, and facilitate communication in the general education classroom and throughout their school day as they encounter situations that require communication with hearing individuals. In addition, the presence of an interpreter will allow students to immediately communicate any health and safety concerns.

#### **2.2 Planning Activities**

In preparation for the drafting of this RFP, a request for information (RFI) was issued and posted on the State of Hawaii, State Procurement Office website on June 4, 2013.

## 2.3 Demographics and Funding

Target population to be served:	Students eligible for the services described in this RFP will have been certified as having an educational disability as part of IDEA or Section 504 Subpart D, and who are in need of educational sign language interpreter services in order to benefit from their free appropriate public education. Educational certifications of students served include: deaf and hard-of-hearing IDEA and Section 504 eligible students.
Geographic coverage of service:	Statewide

Probable funding amounts, source, and period of availability:

It is expected that state and federal funds will be used to support the services.

An estimated amount not to exceed \$432,000 per year may be available, contingent upon appropriation of funds and need of services.

A decrease in funding may occur depending upon the need for services. It is expected that funding at least at this current level would be allocated for this contract period.

## 2.4 Contract Award and Term

(SY 2014-15)

Island	District/Geographical Region	Number of Schools	Estimated Number of Students
Oahu	Honolulu	22	0
	Windward	9	2
	Central	10	1
	Leeward	16	0
Hawaii	Kona (West Hawaii)	4	1
	Hilo (East Hawaii)	4	0
	South Hawaii	6	0
	North Hawaii	4	1
Maui/Molokai/ Lanai	Maui	7	2
	Molokai	3	0
Kauai	Kauai	5	2
<b>TOTAL</b>		<b>90</b>	<b>9</b>

Single or multiple contracts to be awarded (HAR §3-143-206):

Single     Multiple     Single & Multiple

Criteria for multiple awards:

Successful applicants must first meet all the requirements specified by the DOE in this RFP. The criteria for multiple awards include but are not limited to the following:

The score of fifty (50) points or higher, awarded to the applicant’s proposal based on the criteria set forth in this RFP. Qualified applicants shall be awarded a contract with the DOE, and placed on a “provider pool list”. Applicant is placed in the pool for each geographical region that the Applicant has identified and has been deemed to have capacity to service. Services will be ordered from the provider pool list by geographical region, on an as needed basis, as determined by the applicable DES.

**Term of Contract(s)**

Initial term:	<b>One Year</b>
Length of each extension:	<b>One Year</b>
Number of possible extensions	<b>Five (5) Extensions</b>
Maximum length of contract:	<b>Six (6) Years</b>

Conditions for Extension:

Contract may be extended provided that the DOE has obtained the appropriate civil service exemption certification, the agreement to extend is in writing, is contingent upon potential changes to the DOE’s approach to service delivery, availability of funding, and is executed prior to expiration.

**2.5 Secondary Purchaser Participation**

(Refer to HAR §3-143-608)

After-the-fact secondary purchases will be allowed.

Planned secondary purchases: none.

**2.6 Service Activities**

PROVIDER shall provide educational sign language interpreting services as requested by the DOE District Educational Specialist (DES).

PROVIDER shall provide services to schools on up to seven (7) districts statewide. Estimated not-to-exceed number of hours is six (6) hours a day, thirty (30) hours per week and up to thirty-six (36) weeks per school year, which includes direct service and administrative time. Educational sign language interpretive services will be provided for all educationally-relevant school activities including class time, assemblies, and field trips.

**Minimum and/or Mandatory Tasks and Responsibilities**

PROVIDER’s personnel (hereinafter referred to as “EIs”) provide instructional support services including educational sign language interpretive services to teachers, counselors,

social workers, therapists, administrators and other professionals who have immediate and intrinsic concern for the academic, personal, social, and/or vocational development of deaf or hard-of-hearing students in the educational setting.

The educational sign language interpretive service activities include:

- Act as the student’s “ears” and “voice” in all communication interactions in the regular education setting.
- Convey all auditory information to students who are deaf and hard of hearing using the visual mode best understood by the student and to provide vocalization of the communication of the student to the hearing person(s) they are communicating with.
- Consider the student’s chosen communication mode and linguistic system and level of abilities.
- Collaborate with teachers and other school personnel in preparing for classroom lectures and school activities such as assemblies, and field trips.
- Carry out interpreting service in accordance with the student’s IEP, or 504 Modification Plan.
- Maintain confidentiality of student records at all times as mandated under all applicable laws and regulations. All information obtained by the Provider or EIs about individuals receiving services shall be held confidential and shall not be disclosed unless written consent is received by the student’s parent or legal guardian. Confidential school records shall not be removed from schools.
- Follow State directives regarding any school closures. When schools are closed, EIs are not to report to the school site.

### **Participation in Educational Team Meetings**

EIs must be available to attend any educational team meeting, as requested by the DOE personnel. EIs must be able to communicate their knowledge of a child’s abilities in sign language and ability to use an interpreter effectively. Educational Team meetings are to allow for discussion and consultation regarding a student’s communication needs. These meetings may involve, but are not limited to, suggestions regarding regular education programming/school-level assistance to improve a child’s ability to use an interpreter and/or improve signed vocabulary.

### **Cancellations**

If PROVIDER cannot cover a requested service they shall immediately so notify the DES, or a designee, in advance prior to start of the requested services.

If the DOE does not need the requested services, then the DES or a designee shall immediately notify the PROVIDER by phone or by email and before the PROVIDER arrives at the site of the services. If the DOE fails to notify the PROVIDER of cancellation before the PROVIDER arrives at the site of the services, then the PROVIDER may bill the DOE for one (1) hour of service.

### **Management Requirements (Minimum and/or Mandatory)**

PROVIDERS may choose to hire direct employees or establish a network of professional providers. If the PROVIDER utilizes a network of independent providers, each

practitioner must meet the State requirements to provide educational interpreter services as an independent practitioner.

The PROVIDER assumes all responsibility for quality of work provided by employees and/or subcontracted providers. The PROVIDER is responsible for monitoring the work of all subcontractors and ensures that expectations and responsibilities of the PROVIDER and its employees are equally placed on subcontracted providers.

The PROVIDER must address supervision and monitoring of the quality of services of all employees and contracted personnel.

## 2.7 Qualifications

### A. Experience

The PROVIDER shall provide a listing of verifiable experience with projects or contracts pertinent to the proposed services. PROVIDER is encouraged to include points-of-contact, addresses, emails, and phone numbers. The STATE reserves the right to contact these references to verify PROVIDER's claim of experience.

Experience with the school-aged population, and sign language interpreting in an educational setting are preferred.

### B. Personnel

Personnel shall hold Certification in one (1) of the following:

- Educational Interpreter Performance Assessment (EIPA) level 3.5 or higher, or;
- Hawaii Quality Assurance System (HQAS) Interpreter Classification 3 certificate or higher, or;
- National Interpreter Certification (NIC) III/Registry of Interpreters for the Deaf, Inc. (RID).

## 2.8 Pricing Structure

### Hourly Rate

The DOE shall pay for hours worked, not to exceed six (6) hours per workday, or thirty (30) hours per workweek, at an hourly rate not to exceed FIFTY Dollars (\$50.00) which includes all direct and administrative costs. No overtime pay in excess of these maximum hours shall be allowed. The DOE shall not reimburse for mileage and travel expenses.

These contracts will be services "as needed." The actual amount of services requested by the DOE may vary.

## 2.9 Other

### A. Litigation

The applicant shall disclose any pending litigation to which they are a party, including the disclosure of any outstanding judgment. If applicable, please explain. *Statements regarding litigation will not carry any point value but are required.*

## **2.10 Reporting Requirements for Program and Fiscal Data**

1. Documentation of planning time and meetings with teachers and/or IEP/MP teams.
2. Monthly Time sheets
3. Monthly Invoices

## **2.11 Monitoring and Evaluation**

The criteria by which the performance of the contract will be monitored and evaluated are:

- Provision of educational sign language interpreting services as requested by the District Educational Specialist.
- Availability for services every school day, based on the applicable school calendar.
- Regular and timely attendance by personnel
- Satisfactory site observations from Itinerant Teachers of the Deaf and/or a designee of the District Educational Specialist.
- All required documentation provided when required
- End of year survey by teachers
- Timesheets and billing statements

## Section 3 Proposal Application

### 3.1 Instructions for Completing and Submitting Proposal Application

- *Proposal Applications shall be submitted to the state purchasing agency using the prescribed format outlined in this section and section 2.*
- *A written response is required for **each** item unless indicated otherwise. Failure to answer any of the items will impact upon an applicant's score.*
- *Applicants are **strongly** encouraged to review evaluation criteria when completing the proposal.*
- *Applicants shall submit **One (1) original and Three (3) hard copies** of the proposal.*
- *The proposal application documents shall be submitted in the following order:*

Proposal Application Identification Form (SPO-H-200)

Table of Contents- Include a listing of all documents included in the application.

Proposal Application Short-Form 1

- 1.0 Qualification
  - A. Experience
  - B. Personnel
- 2.0 Pricing
- 3.0 Other
  - A. Litigation
- 4.0 Attachments
  - Attachment A, Contract Minimum and Special Conditions
  - Attachment B, Wage Certificate
  - Attachment C, Federal Certifications

### 3.2 Specific Proposal Application Instructions

#### 3.2.1 Qualifications

##### A. Experience

The PROVIDER's proposal shall provide a description of experience/projects/contracts pertinent to the services required. PROVIDER shall include points-of-contact, addresses, e-mails, and phone numbers. The STATE reserves the right to contact references to verify experience. Experience working with the school-aged population and interpreting in an education setting are preferred.

Provide a narrative of experience with school-aged children in an educational setting and/or experience demonstrating the ability to work with a school-aged population in an educational setting.

B. Personnel

Personnel shall hold certification in one (1) of the following:

- Educational Interpreter Performance Assessment (EIPA) level 3.5 or higher, or;
- Hawaii Quality Assurance System (HQAS) Interpreter Classification 3 certificate or higher, or;
- National Interpreter Certification (NIC) III/Registry of Interpreters for the Deaf, Inc. (RID).

3.2.2 Pricing

PROVIDER will be paid on a monthly basis.

Interpreter Services: not to exceed FIFTY AND NO/100 DOLLARS (\$50.00) an hour, which includes all direct and administrative costs. Administrative costs may include, but are not limited to: travel, phone communication, etc. The DOE shall pay for hours worked, not to exceed six (6) hours per workday, or thirty (30) hours per workweek. No overtime pay shall be allowed. The DOE shall not reimburse for mileage and travel expenses.

3.2.3 Other

A. Litigation

The applicant shall disclose any pending litigation to which they are a party, including the disclosure of any outstanding judgment. If applicable, please explain. (*Statements regarding litigation will not carry any point value but are required.*)

## **Section 4**

# **Proposal Evaluation**

### **4.1 Evaluation Process**

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly and impartially. Structural, quantitative scoring techniques will be utilized to maximize the objectivity of the evaluation. The procurement officer or an evaluation committee of designated reviewers selected by the head of the state purchasing agency or procurement officer shall review and evaluate proposals. When an evaluation committee is utilized, the committee will be comprised of individuals with experience in, knowledge of, and program responsibility for program service and financing. Each applicant shall receive a notice of award/non-award, which shall contain a statement of findings and decision for the award or non-award of the contract to each applicant.

Evaluation and scoring of proposals shall be conducted according to the attached score sheet.

### **4.2 Evaluation Criteria**

On the next two pages is a sample of the evaluation sheet that will be used to evaluate proposal applications. Applicants will receive a report similar to the attached when upon completion of the evaluation process

Evaluation of  
RFP F13-126  
Instructional Support Services  
Including Educational Sign Language Interpretive Services for the  
Deaf and Hard-of-Hearing Students  
Department of Education  
(Statewide)  
Issued December 20, 2013

**Applicant:**  
**Proposal Application ID:**

<i>Criterion</i>	<i>Total Possible Score</i>	<i>Score</i>
<p><b><i>Program Overview</i></b> No points are assigned to Program Overview. The intent is to give the applicant an opportunity to orient evaluators as to the service(s) being offered.</p>	<b>n/a</b>	n/a
<ul style="list-style-type: none"> <li>• The applicant has demonstrated a thorough understanding of the purpose and scope of the service activity.</li> </ul>	X	
<ul style="list-style-type: none"> <li>• The goals and objectives are in alignment with the proposed service activity.</li> </ul>	X	
<ul style="list-style-type: none"> <li>• The applicant has described how the proposed service is designed to meet the pertinent issues and problems related to the service activity.</li> </ul>	X	
<b>Comments:</b>		
<p><b><i>Experience and Capability</i></b> <i>Applicant's experience and capability relevant to the proposal contract, which shall include:</i></p>	<b>20</b>	
<ul style="list-style-type: none"> <li>• Demonstrated skills, abilities, knowledge of, licensure and experience relating to the delivery of the proposed services in an educationally based approach.</li> </ul>	5	
<ul style="list-style-type: none"> <li>• Demonstration of the respondent's specific operational plan to manage the delivery of services.</li> </ul>	5	
<ul style="list-style-type: none"> <li>• Demonstrates experience with school-aged population of children.</li> </ul>	5	
<ul style="list-style-type: none"> <li>• Demonstrates experience in a school setting.</li> </ul>	5	
<b>Comments:</b>		

<b><i>Project Organization and Staffing</i></b> <i>Applicant's overall staffing approach to the service that shall include:</i>	<b>5</b>	
<ul style="list-style-type: none"> <li>• Minimum qualifications of certification for staff assigned to the program.</li> </ul>	5	
<b>Comments:</b>		
<b><i>Service Delivery</i></b> <i>Applicant's approach to the service activities and management requirements outlined in the POS Proposal Application.</i>	<b>20</b>	
<ul style="list-style-type: none"> <li>• For each service in this RFP, the response has clearly detailed how the attendant tasks, obligations and reporting will be addressed. Responses should be clear as to how this will translate to actual provision of the service(s).</li> </ul>	5	
<ul style="list-style-type: none"> <li>• The applicant demonstrates a clear understanding of delivery of this service through an educational model.</li> </ul>	5	
<ul style="list-style-type: none"> <li>• The means in ensuring prompt responses to referral, and a detailed description of the applicant's policies and procedures on how services are referred to their providers. This should also clearly demonstrate how this system will avoid service delays or keep the DOE apprised of service gaps.</li> </ul>	5	
<ul style="list-style-type: none"> <li>• Clearly addresses how the services will be delivered collaboratively with DOE, and will focus on assisting the student's functioning in the educational system.</li> </ul>	5	
<b>Comments:</b>		
<b><i>Financial</i></b> <i>Applicant's cost proposal(s) and description of the applicant's overall fiscal operations that will include:</i>	<b>5</b>	
<ul style="list-style-type: none"> <li>• Degree to which the cost proposal(s)/budget(s) demonstrates support of the scope of services and RFP requirements.</li> </ul>	5	
<b>Comments:</b>		
<b>TOTAL:</b>	<b>50</b>	

# **Section 5**

## **Attachments**

- A. Contract Minimum and Special Conditions
- B. Wage Certificate
- C. Federal Certifications

## **Attachment A**

### **Contract Minimum and Special Conditions**

#### **1. CONTRACT ADMINISTRATOR**

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

Contract Administrator:	Steve Shiraki
Telephone Number:	(808) 203-5515
e-mail Address:	steve_shiraki@notes.k12.hi.us

The CA is responsible for:

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

Notwithstanding the responsibilities set forth hereinabove, any coordination of services falling outside those articulated above shall remain with the head of the purchasing agency, as set forth in the attached General Conditions (see General Conditions, paragraph 3.1, entitled "Coordination of Services by the STATE.").

#### **2. POINT OF CONTACT**

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

POC:	Kristine Takekawa
Telephone Number:	(808) 203-5515
e-mail Address:	kristine_takekawa@notes.k12.hi.us

#### **3. PROVIDER'S POINT OF CONTACT**

The PROVIDER's primary point of contact shall be identified upon award of contract.

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

- 3.1. Change in the PROVIDER's business address or phone number;
- 3.2. Change in the PROVIDER's tax identification number; or
- 3.3. Any other situation that could reasonably be expected to affect the PROVIDER's ability to carry out its obligation under this contract.

#### **4. CONDUCT**

PROVIDER's employees or agents must sign in at the school office when entering a school campus, and sign out when leaving a school campus.

In addition, all PROVIDER's employees or agents must wear a picture identification badge listing agency name, employee name, and position at all times while on school premises.

PROVIDER's employees or agents must maintain a professional attitude, work ethic, and appearance. PROVIDER's employee or agents must be accessible to observations without notice by designated DOE personnel and provide services, as specified in the IEP or Section 504 Plan.

PROVIDER's employees or agents must also adhere to the following provisions:

- Provide educationally relevant sign language interpreting.
- Provide services as specified in the IEP, MP, or services plan.
- Provide services at the school or other sites determined by the classroom teacher.
- Communicate to families through school/district personnel and not directly.

#### **5. CREDENTIALING**

PROVIDER shall maintain records providing proof that staff is fully and currently qualified. Documentation of qualifications must include: licensure, certification, experience, and/or training; TB check; criminal background check, including state and federal (FBI) criminal history records search; fingerprinting; as required by this Contract, as well as by applicable laws, rules, regulations, and codes. The PROVIDER must maintain personnel files that include documentation of the training, licensure, supervision, appropriate credentialing or certification, and ongoing performance of all its employees, agents, and volunteers. The PROVIDER must make records available upon request by the DOE within two (2) working days of the request.

The DOE reserves the right to refuse the services of any employee, agent, volunteer or prospective employee of the PROVIDER for any reason or for no reason.

## **6. CRIMINAL HISTORY RECORD CHECK REQUIREMENTS**

The PROVIDER shall conduct all reasonable investigations which, at a minimum, includes: a criminal background check, including state and federal (FBI) criminal history records search; and fingerprinting; to determine whether an employee, agent, volunteer, or prospective employee including but not limited to administrative and direct service staff members who work in close proximity to children (“Worker”), has been convicted of any criminal offense pursuant to any law enforcement or military authority which would make the Worker unsuited for working in close proximity to children.

All PROVIDER employees shall meet credentialing requirements prior to any assignment, which includes fingerprinting. The required fingerprint checks shall be completed and a determination of suitability made before any Worker is assigned to any work site. Furthermore, the PROVIDER shall inform the STATE if any Worker providing services under this Agreement has been convicted of a criminal offense.

The STATE reserves the right to refuse the services of any Worker of the PROVIDER for any reason or for no reason.

The PROVIDER shall maintain a record of the mandatory criminal history checks performed on each of its Workers in compliance with this section. Additionally, the PROVIDER shall at all times maintain a current list of all new Workers documenting the status and completion dates of the mandatory criminal history checks and other primary source verification.

The STATE reserves the right to monitor the PROVIDER’s compliance with this section through either, or both, an on-site evaluation or a documents review.

All costs associated with conducting and processing criminal history checks of the PROVIDER’s Workers shall be borne by the PROVIDER.

## **7. TB CLEARANCE REQUIREMENTS**

The PROVIDER shall require and maintain certification of TB examination for all employees, agents, and volunteers issued within the twelve (12) month period preceding the start of employment of service under this Agreement. Certificate must state that the person is free of communicable tuberculosis.

The PROVIDER shall adopt and implement a policy requiring all personnel providing services under this contract to obtain current tuberculosis clearance from a licensed medical provider and PROVIDER shall maintain records of such clearance.

## **8. EXCLUSION OF SPECIFIC WORKERS**

The STATE reserves the right to require the PROVIDER to remove an employee, agent, subcontractor or volunteer (Worker) from performing work under this contract. The

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

## **9. COMPENSATION**

The contract price shall include all services, materials, overhead, profit, all applicable taxes, and any other incidental and operational expenses incurred by PROVIDER in the performance of its obligations hereunder. The contract price shall be the all-inclusive cost to the STATE and no other charges shall be honored.

Total Compensation stated herein is estimated for the contract period specified. Actual compensation shall be contingent on the needs of the STATE, the service rates stated in the following section, and funding availability. No guarantee to purchase services in the exact amount stated is intended or implied. In the event service requirements do not materialize and the STATE purchases less than the total compensation stated, such failure shall not constitute grounds for equitable adjustment under this Contract.

Additionally, unless explicitly stated in this Contract, no additional fees or charges may be assessed to the STATE, the parties that the services are provided to, or their parents, guardians, insurance, or any other party associated with the provision of these specific services.

## **10. COMPENSATION RATES**

Total compensation is based on the Contract unit measures and rates. These rates are paid in accordance with the work described herein, and includes all labor, services, travel, materials and equipment (as applicable), overhead, profit, all applicable taxes, and any other incidental and operational expenses incurred by the PROVIDER in the performance of its obligations hereunder. The rates established shall be all-inclusive to the STATE and no other charges shall be honored.

## **11. INVOICING AND PAYMENT SCHEDULE**

### **11.1. Monthly Claim Submissions**

Payments shall be made in monthly installments upon the monthly claim/invoice submissions by the PROVIDER for the services provided.

The PROVIDER shall submit one (1) original and two (2) invoice copies utilizing the STATE-prescribed invoice form for monthly claim submission.

Monthly claims shall be reviewed by the STATE and shall be subject to the STATE's preliminary determination of appropriateness and allowability of claim. The STATE reserves the right to withhold payment from the PROVIDER for any non-compliance with the Contract.

Once properly submitted, the STATE shall have thirty (30) days to pay unless the claim/invoice is called into question (e.g. appeals, corrections, etc.). If at any time the claim/invoice is called into question, then the STATE's requirement to pay within thirty (30) days shall end. After that, the STATE's thirty-day requirement to pay shall start anew on the day the corrected claim/invoices are properly resubmitted by the PROVIDER. Any errors or omissions may cause a significant delay in payment to the PROVIDER. The STATE shall not consider any late claims.

All appeals and corrections for reporting/claims/invoice rejections must be resolved within sixty (60) calendar days from the day that the claim(s)/invoice(s) was first submitted. After that sixty-day period, the STATE may reject those claim(s)/invoice(s) for any reason and for no reason.

#### 11.2. Audit, Reimbursement and Reconciliation

The STATE's preliminary determination of appropriateness and allowability of the claim shall be subject to later verification and subsequent audit. The STATE reserves the right to seek reimbursement from the PROVIDER upon an audit of all claims for any errors made in payment and/or for services not delivered. Final settlement of this Contract shall include submission and acceptance of all claims (or reports) and other materials to be submitted by the PROVIDER to the STATE, resolution of all discrepancies in performance of services monthly claims (or reports), and completion of all outstanding matters under this Contract.

The STATE reserves the right to audit the PROVIDER's financial records and billing documentation on an annual basis, at a minimum, through either an on-site evaluation or a documentation review.

#### 11.3. Payment for Services not Requested by the STATE

The STATE reserves the right to deny any claims for payment for the testimony or participation of individual providers that was not requested by the STATE. Unauthorized services include but are not limited to, the PROVIDER pursuing litigation on behalf of itself. The PROVIDER is not authorized to claim payment for, among other things, services relating to testimony, depositions, or other litigation matters in pursuit of its own interests.

#### 11.4. Final Settlement

The STATE shall withhold fifty percent (50%) of the accepted amount for the final month of this Contract until final settlement of all claims (or reports) of this Contract.

## **12. FINAL PAYMENT**

In addition to the requirements in the General Conditions, the following shall accompany the final payment invoice:

- 12.1. An original tax clearance certificate, not over two months old and with an original green “certified copy” stamp, must accompany the invoice for final payment. In lieu of the tax clearance certificate, PROVIDER may instead submit an original CERTIFICATE OF VENDOR COMPLIANCE as issued by the State Procurement Office via the online system referred to as “Hawaii Compliance Express”. Details regarding this online application process can be viewed at: <http://vendors.ehawaii.gov/hce/>.
- 12.2. “Certification of Compliance for Final Payment” (DOE Form-22) with an original signature shall be required for final payment.

## **13. AVAILABILITY OF FUNDS**

This Contract is subject to the availability of funds. No contract entered into between the STATE and the PROVIDER shall be binding or of any force unless the Chief Financial Officer (CFO) certifies that there is an available unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the Contract.

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

## **14. TIME OF PERFORMANCE**

### **14.1. CONTRACT TERM**

Contract shall commence upon full execution of the contract by the Superintendent and shall end twelve (12) months from the date of execution.

### **14.2. CONTRACT RENEWAL**

This Contract may be extended for not more than five (5) additional twelve-month periods, i) provided that the DOE has obtained the appropriate civil service exemption certification, ii) upon mutual written agreement of the parties, iii) prior to expiration and iv) under the same terms and conditions of the original Contract or as negotiated between the STATE and the PROVIDER. Contract extension(s) shall be contingent upon i) the need for continued services and ii) funding availability beyond the current fiscal year. As each option(s) to extend is mutually agreed upon, the PROVIDER shall be required to execute a supplement to the Contract for each additional period.

#### 14.3. PERFORMANCE PERIOD

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

### 15. CONTRACT EXECUTION

The PROVIDER shall be required to enter into a formal written contract, and no work is to be undertaken by the PROVIDER prior to the commencement date of the Contract. The STATE is not liable for any work, contract costs, expenses, loss of profits, or any damages whatsoever incurred by the PROVIDER prior to official starting date.

### 16. CONFIDENTIALITY OBLIGATIONS

The following serves to supplement provision 8.2 of the General Conditions, entitled "Confidentiality of Material" and provision 8, entitled "Confidentiality of Personal Information":

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

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

They shall advise each of their employees, agents, representatives, and assigns of their obligations to keep such Confidential Information confidential.

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

The PROVIDER shall be responsible for safeguarding the confidentiality of all Confidential Information it receives from the STATE and shall safeguard and protect such documents from unauthorized use, handling, or viewing. The PROVIDER shall be liable to the STATE and to any person whose records the PROVIDER receives custody of under this Contract for records protection for any unpermitted release, viewing, or loss of such records. The PROVIDER shall assume liability responsibility for records protection and for the inappropriate or unlawful release of Confidential Information. The PROVIDER shall return all documents containing Confidential Information upon completion of the services PROVIDER is contracted to provide under this Contract.

- 16.1. Prior Written Approval: PROVIDER may not i) share Confidential Information or any other data received under this Contract, ii) publish, or iii) distribute such information without the prior written approval of the STATE.
- 16.2. In the event of termination of this Contract, PROVIDER shall return to STATE all student information received under this Contract and further agrees to destroy any and all copies of, or references to, any student information shared by STATE as a result of this Contract.

## **17. RELIEF AVAILABLE TO STATE**

In addition to all rights and remedies available to the STATE provided in this Contract or otherwise provided under law, if the PROVIDER is in non-compliance with contract requirements, the STATE may:

- 17.1. Suspend Payments – Temporarily withhold or disallow all or part of the billing cost/payments pending correction of a deficiency or a non-submission of a required deliverable by the PROVIDER;
- 17.2. Suspend Referrals – Suspend referrals to the PROVIDER should the PROVIDER fail to comply with any of the requirements or other term(s) or condition(s) of this Contract and, further, the STATE may maintain the suspension of referrals until such time as the deficiency or non-compliance is corrected and the PROVIDER’s corrective actions are determined to be acceptable by the STATE; and

- 17.3. Seek Reimbursement – Seek reimbursement from the PROVIDER or withhold future payments for any funds paid to the PROVIDER subsequent to a determination that such was unauthorized, fraudulently obtained, or inappropriately billed.
- 17.4. Seek Market Value – In the event the PROVIDER fails, refuses or neglects to perform the services in accordance with the requirements of these Special Conditions, the Scope of Services or the General Conditions, the STATE reserves the right to purchase, in the open market, a corresponding quantity of the services specified herein and to deduct from any monies due or that may thereafter become due to the PROVIDER, the difference between the price named in the Contract and the actual cost to the STATE. In case any money due the PROVIDER is insufficient for said purpose, the PROVIDER shall pay the difference upon demand from the STATE. The STATE may also utilize all other remedies provided by law.

## 18. LIABILITY INSURANCE

General Conditions, section 1.4, entitled “Insurance Requirements”, is deleted entirely and replaced with the following (revisions to the original text are noted in redline where deletions bold strikethrough text indicates deletions, and additions are in bold italics):

Insurance Requirements. The PROVIDER shall obtain from a company authorized by law to issue such insurance in the State of Hawai‘i commercial general liability insurance (“liability insurance”) in an amount of at least TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) coverage for bodily injury and property damage resulting from the PROVIDER’s performance under this Contract. The PROVIDER shall maintain in effect this liability insurance until the STATE certifies that the PROVIDER’s work under the Contract has been completed satisfactorily.

The insurance shall be primary and shall cover the insured for all work to be performed under the Contract, including changes, and all work performed incidental thereto or directly or indirectly connected therewith.

A certificate of the liability insurance shall be given to the STATE by the PROVIDER. The certificate shall provide that the STATE and its officers and employees are Additional Insureds.

The certificate shall provide that the coverages being certified will not be cancelled or materially changed without giving the STATE at least 30 days prior written notice by mail.

Should the insurance coverages be cancelled before the PROVIDER’s work under the Contract is certified by the STATE to have been completed satisfactorily, the

PROVIDER shall immediately procure replacement insurance that complies in all respects with the requirements of this section.

Nothing in the insurance requirements of this Contract shall be construed as limiting the extent of PROVIDER's responsibility for payment of damages resulting from its operations under this Contract, including the PROVIDER's separate and independent duty to defend, indemnify, and hold the STATE and its officers and employees harmless pursuant to other provisions of this Contract.

***In addition, the following minimum insurance coverage(s) and limit(s) shall be provided by the PROVIDER (including its subcontractor(s) where appropriate):***

<u>Coverage</u>	<u>Limits</u>
<b><i>Automobile Liability, Comprehensive Bodily Injury:</i></b>	<b><i>\$1,000,000 per accident</i></b>
<b><i>Property Damage:</i></b>	<b><i>\$ 50,000 per occurrence</i></b>

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

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

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

***The PROVIDER will provide written notice within twenty-four (24) hours to the Contract Administrator should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.***

## **19. FEDERAL FUNDS**

19.1. Availability of Funds and Use of Funds – This contract may involve the use of federal funds such as American Recovery and Reinvestment Act of 2009, Public Law 111-5 (“ARRA”) funds.

The STATE and PROVIDER shall be guided by and subject to the provisions of all Federal and State regulations, directives, guidance and circulars issued for the purposes of implementing the federal program standards.

STATE shall provide the PROVIDER with specific Federal and/or State requirements including but not limited to reporting requirements, funding allocations, and timeframes, as they are issued or are otherwise made available to the STATE by the Federal and State government, which requirements shall be binding on the PROVIDER as a condition of the PROVIDER's performance and as a condition of receipt of funds under this agreement.

It is expressly understood and agreed that the obligation of the STATE to proceed under this contract is conditioned upon the appropriation of funds by the federal government and/or the appropriation of funds by the Hawaii State Legislature and the receipt of federal and/or state funds. If the funds anticipated for the continuing fulfillment of the agreement are, at anytime, not forthcoming or insufficient, either through the failure of the Federal government to provide funds of the State of Hawaii to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the STATE, the STATE shall have the right to terminate this agreement without damage, penalty, cost or expenses to the State of any kind whatsoever. The STATE shall notify the PROVIDER of its right to terminate this agreement in writing. The effective date of termination shall be as specified in the notice of termination.

- 19.2. Suspension and/or Debarment – PROVIDER certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any federal department or agency; (b) have, within a three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements of receiving stolen property, and (d) have, within a three (3) year period preceding this Contract, had one or more public transactions (federal, state or local) terminated because of default. See Excluded Parties List System at [www.epls.gov](http://www.epls.gov).

- 19.3. ARRA General Provisions – If this contract utilizes ARRA funds, the PROVIDER agrees to comply with all applicable requirements of the American Recovery and Reinvestment Act of 2009 and related regulations including but not limited to, the following:
- Sections 902 and 1515 which provides that each contract awarded using ARRA fund shall provide that the Comptroller General and his representative are authorized to (1) examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and (2) to interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transaction.
  - Section 1512, Reporting and Registration Requirements
  - Section 1553, Whistleblower Protection
  - Section 1604, Prohibition on Use of ARRA Funds
  - Section 1605, Required Use of American Iron, Steel, and Manufactured Goods Not Covered Under International Agreements
  - Section 1606, Wage Rate Requirements
  - Section 1609, National Environmental Policy Act and the National Historic Preservation Act
  - Recipient Responsibilities Regarding Tracking and Documenting Expenditures

These requirements are applicable to any subcontracts, if any, and PROVIDER shall include the language provided in the above paragraph in all of its contracts with subcontractors who are performing work funded in whole or in part with ARRA funds pursuant to this contract.

- 19.4. Budget/Fiscal Provisions – The PROVIDER shall provide the actual number of hours worked on the project and the number of jobs directly created or retained by the end of the contract. Include a narrative description of the employment impact. For a sample of how to calculate number of jobs created or retained, see the following website on pages 10 – 15 (5.2, 5.3, 5.4).

[http://www.whitehouse.gov/sites/default/files/omb/assets/memoranda\\_2010/m10-08.pdf](http://www.whitehouse.gov/sites/default/files/omb/assets/memoranda_2010/m10-08.pdf)

## **20. SPECIAL CONDITIONS ARE SUPPLEMENTAL**

These Special Conditions shall serve to supplement and not replace the General Conditions; both documents remain part of this Contract with full force and effect. In the case of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control to the extent necessary to resolve the conflict.

## **21. APPROVALS**

This Contract is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

**WAGE CERTIFICATE**

Subject: Project No.                     RFP F13-126                    

Description of Project: Instructional Support Services Including Educational Sign  
Language Interpretive Services for the Deaf and Hard-of-  
Hearing Students Department of Education (Statewide)

Pursuant to §103-55, HRS, I hereby certify that, if awarded a contract of \$25,000.00 or more, and that either:

- I. Services to be performed will be performed in accordance with the following conditions:
  - a. The services to be rendered shall be performed by employees paid at wages or salaries not less than wages paid to the public officers and employees for similar work, if similar positions are listed in the classification plan of the public sector, and
  - b. 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.

PROVIDER shall be obliged to notify its employees performing work under this contract of the provisions of §103-55, HRS, and the current wage rate for public employees performing similar work. The PROVIDER may meet this obligation by posting a notice to this effect in the PROVIDER's place of business accessible to all employees, or the PROVIDER may include such notice with each paycheck or pay envelope furnished to the employee

I understand that, in addition to the base wages required by §103-55, HRS, all payments required by Federal and State laws that employers must make for the benefit of their employees shall be paid.

OR

- II. I am exempt from these requirements as provided for under to §103-55(c), HRS.

PROVIDER: \_\_\_\_\_

By Its (signature): \_\_\_\_\_

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

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

## CERTIFICATIONS

### 1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief, that the applicant, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package.

The applicant agrees by submitting this proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

### 2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the applicant organization) certifies that the applicant will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;
- (d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will--
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central

point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted--
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices:

Office of Grants and Acquisition Management  
 Office of Grants Management  
 Office of the Assistant Secretary for Management and Budget  
 Department of Health and Human Services  
 200 Independence Avenue, S.W., Room 517-D  
 Washington, D.C. 20201

### 3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the under-

signed, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### 4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the applicant organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the applicant organization will comply with the Public Health Service terms and conditions of award if a grant is awarded as a result of this application.

**5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children’s services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children’s services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the applicant organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The applicant organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children’s services and that all subrecipients shall certify accordingly.

The Public Health Services strongly encourages all grant recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION		DATE SUBMITTED