

State of Hawaii  
Department of Public Safety  
Corrections Program Services  
Sex Offender Treatment Program

## **Request for Proposals**

### **RFP No.: PSD 07-CPS/SO-33 Sex Offender Treatment Services Statewide**

May 24, 2007

Note: If this RFP was downloaded from the State Procurement Office RFP Website each applicant must provide contact information to the RFP contact person for this RFP to be notified of any changes. For your convenience, you may download the [RFP Interest form](#), complete and e-mail or mail to the RFP contact person. The State shall not be responsible for any missing addenda, attachments or other information regarding the RFP if a proposal is submitted from an incomplete RFP.

May 24, 2007

## **REQUEST FOR PROPOSALS**

### **TREATMENT OF SEX OFFENDERS**

**RFP No. PSD 07-CPS/SO-33**

The Department of Public Safety (PSD), Corrections Program Services (CPS) Division, Sex Offender Treatment Program (SOTP) is requesting proposals from qualified applicants to provide relapse prevention treatment to sex offenders incarcerated and paroled under the Department's jurisdiction on the islands of Hawaii, Oahu, Maui and Kauai. The initial contract term will be from July 1, 2007 through June 30, 2008. Multiple contracts may be awarded under this request for proposals.

Proposals shall be mailed and postmarked by the United State Postal Service on or before June 12, 2007, or hand delivered no later than 4:30 p.m., Hawaii Standard Time (HST), on June 12, 2007, at the drop-off sites designated on the Proposal Mail-in and Delivery Information Sheet. Proposals postmarked or hand delivered after the submittal deadline shall be considered late and rejected. There are no exceptions to this requirement.

The Corrections Program Services Division will conduct an orientation on Friday, June 1, 2007 from 10:00 a.m. to 11:00 a.m., HST, at 919 Ala Moana Boulevard, Room 404, Honolulu, Hawaii 96814. All prospective applicants are encouraged to attend the orientation.

The deadline for submission of written questions is 4:30 p.m. HST on June 4, 2007. All written questions will receive a written response from the State on or about June 6, 2007.

Inquiries regarding this RFP should be directed to the RFP contact person, Mr. Marc Yamamoto at 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814, telephone: (808) 587-1215, fax: (808) 587-1244, e-mail: [marc.s.yamamoto@hawaii.gov](mailto:marc.s.yamamoto@hawaii.gov).

## PROPOSAL MAIL-IN AND DELIVERY INFORMATION SHEET

**NUMBER OF COPIES TO BE SUBMITTED: 1 original + 3 copies**

ALL MAIL-INS SHALL BE POSTMARKED BY THE UNITED STATES POSTAL SERVICE (USPS) NO LATER THAN **June 12, 2007** and received by the state purchasing agency no later than **10 calendar days from the submittal deadline.**

### All Mail-ins

Department of Public Safety  
Planning, Programming & Budget—Purchasing & Contracts  
919 Ala Moana Boulevard, Room 413  
Honolulu, Hawaii 96814

### PSD RFP COORDINATOR

Marc S. Yamamoto  
For further info. or inquiries  
Phone: (808) 587-1215  
Fax: (808) 587-1244

ALL HAND DELIVERIES SHALL BE ACCEPTED AT THE FOLLOWING SITES UNTIL **4:30 P.M., Hawaii Standard Time (HST), June 12, 2007.** Deliveries by private mail services such as FEDEX shall be considered hand deliveries. Hand deliveries shall not be accepted if received after 4:30 p.m., June 12, 2007.

### Drop-off Sites

#### **Oahu:**

Department of Public Safety  
Planning, Programming & Budget—Purchasing &  
Contracts  
919 Ala Moana Boulevard, Room 413  
Honolulu, Hawaii 96814

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# **Section 1**

## **Administrative Overview**

# Section 1

## Administrative Overview

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

### I. Procurement Timetable

Note that the procurement timetable represents the State's best estimated schedule. Contract start dates may be subject to the issuance of a notice to proceed.

<b>Activity</b>	<b>Scheduled Date</b>
Public notice announcing RFP	May 24, 2007
Distribution of RFP	May 24, 2007
RFP orientation session	June 1, 2007
Closing date for submission of written questions for written responses	June 4, 2007
State purchasing agency's response to applicants' written questions	June 6, 2007
Discussions with applicant prior to proposal submittal deadline (optional)	June 1 – 8, 2007
Proposal submittal deadline	June 12, 2007
Discussions with applicant after proposal submittal deadline (optional)	June 13 – 15, 2007
Final revised proposals (optional)	June 15, 2007
Proposal evaluation period	June 13 – 18, 2007
Provider selection	June 18, 2007
Notice of statement of findings and decision	June 18, 2007
Contract start date	July 1, 2007

**II. Website Reference**

The State Procurement Office (SPO) website is [www.spo.hawaii.gov](http://www.spo.hawaii.gov)

	<b>For</b>	<b>Click</b>
1	Procurement of Health and Human Services	“Health and Human Services, Chapter 103F, HRS...”
2	RFP website	“Health and Human Services, Ch. 103F...” and “RFPs”
3	Hawaii Administrative Rules (HAR) for Procurement of Health and Human Services	“Statutes and Rules” and “Procurement of Health and Human Services”
4	Forms	“Health and Human Services, Ch. 103F...” and “For Private Providers” and “Forms”
5	Cost Principles	“Health and Human Services, Ch. 103F...” and “For Private Providers” and “Cost Principles”
6	Standard Contract - General Conditions	“Health and Human Services, Ch. 103F...” “For Private Providers” and “Contract Template – General Conditions”
7	Protest Forms/Procedures	“Health and Human Services, Ch. 103F...” and “For Private Providers” and “Protests”

**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 [www.hawaii.gov](http://www.hawaii.gov))**

	<b>For</b>	<b>Go to</b>
8	Tax Clearance Forms (Department of Taxation Website)	<a href="http://www.hawaii.gov/tax/">http://www.hawaii.gov/tax/</a> click “Forms”
9	Wages and Labor Law Compliance, Section 103-055, HRS, (Hawaii State Legislature website)	<a href="http://www.capitol.hawaii.gov/">http://www.capitol.hawaii.gov/</a> click “Bill Status and Documents” and “Browse the HRS Sections.”
10	Department of Commerce and Consumer Affairs, Business Registration	<a href="http://www.hawaii.gov/dcca">http://www.hawaii.gov/dcca</a> click “Business Registration”
11	Campaign Spending Commission	<a href="http://www.hawaii.gov/campaign">www.hawaii.gov/campaign</a>

**III. 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 by any prospective applicant shall constitute admission of such knowledge on the part of such prospective applicant.

**IV. RFP Organization**

This RFP is organized into five sections:

**Section 1, Administrative Overview**--Provides applicants with an overview of the procurement process.

**Section 2, Service Specifications**--Provides applicants with a general description of the tasks to be performed, delineates applicant responsibilities, and defines deliverables (as applicable).

**Section 3, Proposal Application Instructions**--Describes the required format and content for the proposal application.

**Section 4, Proposal Evaluation**--Describes how proposals will be evaluated by the state purchasing agency.

**Section 5, Attachments** --Provides applicants with information and forms necessary to complete the application.

**V. 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:

Corrections Program Services, Sex Offender Treatment Program  
Department of Public Safety,  
919 Ala Moana Boulevard, Room 405  
Honolulu, Hawaii 96814

Phone (808) 587-1271 Fax: (808) 587-1280

## VI. **Orientation**

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

**Date:** June 1, 2007      **Time:** 10:00 am to 11:00 am HST  
**Location:** 919 Ala Moana Boulevard, Room 404  
Honolulu, Hawaii 96814

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 next paragraph (VII. Submission of Questions).

## VII. **Submission of Questions**

Applicants may submit questions to the RFP Contact Person identified in Section 2 of this RFP. All written questions will receive a written response from the state purchasing agency.

Deadline for submission of written questions:

**Date:** June 4, 2007      **Time:** 4:30 p.m. HST

State agency responses to applicant written questions will be provided by:

**Date:** June 6, 2007

## VIII. **Submission of Proposals**

A. **Forms/Formats** - Forms, with the exception of program specific requirements, may be found on the State Procurement Office website (See page 1-2, Websites Referred to in this RFP. Refer to the Proposal Application Checklist for the location of program specific forms.

1. **Proposal Application Identification (Form SPO-H-200)** - Provides identification of the proposal.
2. **Proposal Application Checklist** – Provides applicants with information on where to obtain the required forms; information on program specific requirements; which forms are required and the order in which all components should be assembled and submitted to the state purchasing agency.

3. **Table of Contents** - A sample table of contents for proposals is located in Section 5, Attachments. This is a sample and meant as a guide. The table of contents may vary depending on the RFP.
4. **Proposal Application (Form SPO-H-200A)** - Applicant shall submit comprehensive narratives that addresses all of the issues contained in the Proposal Application Instructions, including a cost proposal/budget if required. (Refer to Section 3 of this RFP.)
5. **Tax Clearance** – A certified copy of a current valid tax clearance certificate issued by the State of Hawaii, Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) will be required either at the time of proposal submittal or upon notice of award at the discretion of the purchasing agency.

Refer to Section 4, subparagraph III.A.1, Administrative Requirements, and the Proposal Application Checklist (located in Section 5) to determine whether the tax clearance is required at time of proposal submittal for this RFP. Tax clearance application may be obtained from the Department of Taxation website. (See paragraph II, Website Reference.)

- B. **Program Specific Requirements** - Additional program specific requirements are included in Sections 2 and/or 3, Service Specifications and the Proposal Application Instructions, as applicable. If Federal and/or State certifications are required, they are listed on the Proposal Application Checklist located in Section 5.
- C. **Multiple or Alternate Proposals** - Multiple or alternate proposals shall not be accepted unless specifically provided for in Section 2 of this RFP. In the event alternate proposals are not accepted and an applicant submits alternate proposals, but clearly indicates a primary proposal, it shall be considered for award as though it were the only proposal submitted by the applicant.
- D. **Wages and Labor Law Compliance** - Before a provider enters into a service contract in excess of \$25,000, the provider shall certify that it complies with section 103-55, HRS, Wages, hours, and working conditions of employees of contractors performing services. Section 103-55, HRS may be obtained from the Hawaii State Legislature website. (See paragraph II, Website Reference.)
- E. **Compliance with all Applicable State Business and Employment Laws.** All providers shall comply with all laws governing entities doing business in the State. 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 be register and in good standing with the Department of Commerce and Consumer Affairs (DCCA), Business Registration Division. Foreign insurance companies must register with DCCA, Insurance Division. More information is on the DCCA website. (See paragraph II, Website Reference.)

- F. **Campaign Contributions by State and County Contractors.** Contractors are hereby notified of the applicability of Section 11-205.5, HRS, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body. For more information, Act 203/2005 FAQs are available at the Campaign Spending Commission webpage. (See paragraph II, Website Reference.)
- G. **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.**

- H. **Proposal Submittal** – All mail-ins shall be postmarked by the United States Postal System (USPS) and received by the State purchasing agency no later than the submittal deadline indicated on the attached Proposal Mail-in and Delivery Information Sheet. All hand deliveries shall be received by the State purchasing agency by the date and time designated on the Proposal Mail-In and Delivery Information Sheet.

Proposals shall be rejected when:

- Postmarked after the designated date; or
- Postmarked by the designated date but not received within 10 days from the submittal deadline; or
- If hand delivered, received after the designated date and time.

The number of copies required is located on the Proposal Mail-In and Delivery Information Sheet. Deliveries by private mail services such as FEDEX shall be considered hand deliveries and shall be rejected if received after the submittal deadline. Dated USPS shipping labels are not considered postmarks.

Only hardcopy proposals shall be accepted.

**IX. Discussions with Applicants**

**A. Prior to Submittal Deadline.** Discussions may be conducted with potential applicants to promote understanding of the purchasing agency's requirements.

**B. After Proposal Submittal Deadline -** Discussions may 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 section 3-143-403, HAR.

**X. Opening of Proposals**

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

Procurement files shall be open to public inspection after a contract has been awarded and executed by all parties.

**XI. Additional Materials and Documentation**

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

**XII. RFP Amendments**

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

**XIII. 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 applicant's best and final offer/proposal. *The applicant shall submit **only** the section(s) of the proposal that are amended, along with the Proposal Application Identification Form (SPO-H-200).* After final

revised proposals are received, final evaluations will be conducted for an award.

#### **XIV. Cancellation of Request for Proposal**

The request for proposal may be canceled and any or all proposals may be rejected in whole or in part, when it is determined to be in the best interests of the State.

#### **XV. Costs for Proposal Preparation**

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

#### **XVI. Provider Participation in Planning**

Provider participation in a state purchasing agency's efforts to plan for or to purchase health and human services prior to the state purchasing agency's release of a request for proposals, including the sharing of information on community needs, best practices, and providers' resources, shall not disqualify providers from submitting proposals if conducted in accordance with sections 3-142-202 and 3-142-203 of the Hawaii Administrative Rules for Chapter 103F, HRS.

#### **XVII. Rejection of Proposals**

The State reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the problems involved and comply with the service specifications. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be rejected without further notice.

A proposal may be automatically rejected for any one or more of the following reasons: (Relevant sections of the Hawaii Administrative Rules for Chapter 103F, HRS, are parenthesized)

- (1) Rejection for failure to cooperate or deal in good faith. (Section 3-141-201, HAR)
- (2) Rejection for inadequate accounting system. (Section 3-141-202, HAR)
- (3) Late proposals (Section 3-143-603, HAR)
- (4) Inadequate response to request for proposals (Section 3-143-609, HAR)
- (5) Proposal not responsive (Section 3-143-610(a)(1), HAR)

- (6) Applicant not responsible (Section 3-143-610(a)(2), HAR)

### **XVIII. Notice of Award**

A statement of findings and decision shall be provided to all applicants 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 awardee prior to the contract commencement date. The State of Hawaii is not liable for any costs incurred prior to the official starting date.

### **XIX. Protests**

Any applicant may file a protest against the awarding of the contract. The Notice of Protest form, SPO-H-801, is available on the SPO website. (See paragraph II, Website Reference.) 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: Clayton A. Frank	Name: May Kawawaki Price
Title: Interim Director	Title: Administrative Services Officer
Mailing Address: 919 Ala Moana Boulevard, Room 400 Honolulu, Hawaii 96814	Mailing Address: 919 Ala Moana Boulevard, Room 413 Honolulu, Hawaii 96814
Business Address: same	Business Address: same

**XX. 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.

**XXI. Monitoring and Evaluation**

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

- (1) Performance/Outcome Measures
- (2) Output Measures
- (3) Quality of Care/Quality of Services
- (4) Financial Management
- (5) Administrative Requirements

**XXII. General and Special Conditions of Contract**

The general conditions that will be imposed contractually are on the SPO website. (See paragraph II, Website Reference). Special conditions may also be imposed contractually by the state purchasing agency, as deemed necessary.

**XXIII. Cost Principles**

In order to promote uniform purchasing practices among state purchasing agencies procuring health and human services under Chapter 103F, HRS, state purchasing agencies will utilize standard cost principles outlined in Form SPO-H-201 which is available on the SPO website (see paragraph II, Website Reference). Nothing in this section shall be construed to create an exemption from any cost principle arising under federal law.

**XXIV. Liability Insurance**

The Contractor shall maintain insurance acceptable to the State in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by the Contractor shall provide the following limit(s) and coverage:

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (occurrence form)	\$2,000,000 combined single limit per occurrence for bodily injury and property damage
Automobile, if applicable	Bodily injury \$1,000,000/person \$1,000,000/occurrence Property damage \$1,000,000/accident
Professional Liability, if applicable	\$1,000,000/claim \$2,000,000 annual aggregate

Each insurance policy required by this contract shall contain the following clauses:

1. *“The insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Public Safety, PPB Office, 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814.”*
2. *“The State of Hawaii, Department of Public Safety, is added as an additional insured as respects to operations performed for the State of Hawaii.”*
3. *“It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy.”*

Each insurance policy shall be written by insurance companies licensed to do business in the State or meet Section 431:8-301, HRS, if utilizing an insurance company not licensed by the State of Hawaii.

The Contractor agrees to deposit with the State of Hawaii, on or before the effective date of this contract, 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.

Upon request by the State, Contractor shall furnish a copy of the policy or policies.

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

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

If the Contractor is authorized by the Department Coordinator to subcontract, subcontractor(s) is not excused from the indemnification and/or insurance provisions of this contract. In order to indemnify the State, the Contractor agrees to require its subcontractor(s) to obtain insurance in accordance with the insurance provisions of this contract.

**Section 2**

**Service Specifications**

## **Section 2**

# **Service Specifications**

### **I. Introduction**

#### **A. Overview, purpose or need**

The Department of Public Safety, Sex Offender Treatment Program, provides relapse prevention treatment based on a cognitive-behavioral model to sex offenders incarcerated at six correctional facilities statewide and to offenders on parole.

In accordance with a Cooperative Agreement negotiated between the Department and the Hawaii Paroling Authority in 1990, sex offenders are typically recommended to complete sex offender treatment (SOTP) prior to parole release and to continue in additional therapy while on parole until clinically discharged. Research on the recidivism rate of Hawaii's sex offenders has demonstrated that an inmate's success on parole is improved if he participates in SOTP both before and during parole.

#### **B. Planning activities conducted in preparation for this RFP**

On April 25, 2007, the Department issued a Request for Information for the Treatment Services for Sex Offenders. The deadline for inquiries or comments was May 3, 2007 and passed with no inquiries or comments received.

#### **C. Description of the goals of the service**

The goal of the sex offender treatment program is to provide an offender with cognitive coping skills so that he can better avoid high-risk situations that might lead to re-offense, and to cope with unavoidable situations when they occur.

#### **D. Description of the target population to be served**

Between 60 and 80 sex offenders are eligible for parole each year. Inmates accepted for treatment must be willing to acknowledge partial responsibility for their offense. Inmates in denial of committing their offense or who refuse treatment may be paroled without participating in SOTP, but it is unlikely.

### **E. Geographic coverage of service**

A small number of sex offender inmates are paroled from Halawa Correctional Facility (medium security) on Oahu, where two treatment groups are conducted. A larger number of inmates are paroled from Kulani Correctional Facility (minimum security) on the Big Island, where between three to six treatment groups are conducted. Finally, the majority of sex offender inmates are paroled from furlough facilities on all islands, specifically, Oahu Community Correctional Center (Laumaka Work Furlough Center), Maui Community Correctional Center, Kauai Community Correctional Center, and Hawaii Community Correctional Center (Hale Nani). Furloughed inmates continue in SOTP until paroled regardless if they successfully completed treatment at the Halawa or Kulani facilities.

### **F. Probable funding amounts, source, and period of availability**

The funding available for services under this RFP is approximately \$453,300 for FY 2008 and \$453,300 for FY 2009.

## **II. General Requirements**

### **A. Specific qualifications or requirements, including but not limited to licensure or accreditation of applicant.**

1. Service provider must be a profit corporation under the laws of the State of Hawaii or non-profit organization determined by the Internal Revenue Services to be exempt from the federal income tax.
2. If a non-profit corporation, service provider must have a governing board whose members have no material conflict or interest and serve without compensation.
3. Service provider must have by-laws or policies that describe the manner in which business is conducted and policies that relate to nepotism and management of potential conflict of interest situations.
4. Service provider must have a minimum of one year of successful experience in dealing with sex offender inmates.
5. Service provider will be required to accept correctional clients who have been assessed by the Department as being appropriate for services, unless the service provider presents to the Department, justifiable reason that an inmate should not be accepted into the program. The Provider shall provide only those treatment services identified by the Department as required for the inmate. The Department shall have the

final decision as to whether an inmate will continue to receive treatment services or be terminated from receiving treatment services.

**B. Secondary purchaser participation**

(Refer to §3-143-608, HAR)

After-the-fact secondary purchases will be allowed.

Planned secondary purchases

None.

**C. Multiple or alternate proposals**

(Refer to §3-143-605, HAR)

Allowed                       Unallowed

**D. Single or multiple contracts to be awarded**

(Refer to §3-143-206, HAR)

Single                       Multiple                       Single & Multiple

Criteria for multiple awards:

Multiple contracts may be awarded on island with more than one facility (e.g., Oahu, Hawaii) or within a facility housing a high number of sex offenders (e.g., Halawa, Kulani).

**E. Single or multi-term contracts to be awarded**

(Refer to §3-149-302, HAR)

Single term ( $\leq$  2 yrs)                       Multi-term ( $>$  2 yrs.)

Contract terms:

Award shall be for the twelve (12) month period commencing on July 1, 2007 or the date indicated on the Notice to Proceed. Refer to Section 2, Item I.F. The contract may be extended for one (1) additional twelve-month period or fraction thereof, upon mutual agreement in writing, and subject to the availability of funds.

## F. RFP contact person

The individual listed below is the sole point of contact from the date of release of this RFP until the selection of the successful provider or providers. Written questions should be submitted to the RFP contact person and received on or before the day and time specified in Section 1, paragraph I (Procurement Timetable) of this RFP.

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## III. Scope of Work

The scope of work encompasses the following tasks and responsibilities:

### A. Service Activities

The Service Provider shall provide therapy to groups consisting of approximately eight (8) to twelve (12) inmates, with ten (10) the preferred number. Each therapy session shall be of approximately two-hour duration, but may be shorter or longer at the service provider's discretion. Scheduling of therapy meeting hours shall be arranged jointly between the Service Provider and the facility's Program Coordination for the mutual convenience of the Service Provider and the facility.

Delivery of services by the service provider shall be provided at the designated correctional facility Monday through Friday at hours, including possible evening and weekend hours, that receive the prior approval of the facility Warden or his spokesperson.

### Holidays:

Delivery and treatment at the facility shall not occur on any State or Federal holiday in which State employees are granted holiday leave. The following events of each year are established as holidays, and shall be observed on the day as prescribed for State employees:

New Year's Day  
Dr. Martin Luther King, Jr. Day

Presidents' Day  
Prince Jonah Kuhio Kalaniana'ole Day  
Good Friday  
Memorial Day  
King Kamehameha I Day  
Independence Day  
Admission Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

Also included are General Election days and any day designated by proclamation by the President of the United States or by the Governor as a holiday.

For inmates in treatment at the Halawa and Kulani facilities, the delivery of treatment shall continue until the treatment curriculum has been delivered to each inmate to the therapists' satisfaction. Holidays shall have no impact upon the total number of therapy sessions delivered. Any treatment session canceled because of holiday shall be offered at a later date until the full treatment curriculum is delivered.

The service provider shall not be paid for any session canceled because of holiday, as it shall be expected that a replacement session shall be scheduled at a later date.

Because every correctional facility is subject to interruptions in normal routine due to disruptions such as unscheduled lock-downs, inmate disturbances, shortage of staff, etc., the therapists working for the service provider can expect cancellations or delays of treatment sessions. Prior to traveling to the facility before each therapy session, therapists shall telephone the Program Coordinator at the facility to confirm whether therapy will be feasible that day. The Department shall not pay for undelivered services when confirmation for therapy is not received prior to the service provider's proceeding to the facility.

Therapists entering the facility shall present themselves with photograph identification to the security control station and shall log-in their arrival time and shall log-out upon exiting, unless security officers have already been instructed by the facility captain to note the arrival and departure of the service provider's team. This procedure is necessary to alert staff that the therapists are inside the facility, in case of a disturbance or natural disaster during which the therapists' safety may be in jeopardy.

Within each facility, the service provider's therapists shall follow the instructions of security officers at all times. If ordered to move to another part of the facility, therapists shall not question the order, but shall follow instructions immediately, for their own protection as well as to allow staff to perform their emergency duties as quickly as possible.

Any interruptions to the delivery of services due to unforeseen situations at a facility shall be reported by the service provider to the Department's SOTP Administrator, who shall investigate the cause for the interruption, and shall inform the service provider of his findings. Neither the service provider nor his staff shall lodge complaints directly to the facility warden, or facility staff, nor attempt to investigate such interruptions on their own.

If prior notification of facility disruption or lockdown was given to the service provider by the facility, the service provider shall not be paid for any session canceled beforehand because of facility disruption, as it shall be expected that a replacement session shall be scheduled at a later date until the full number of contracted sessions is delivered. (See the Payment Section on "partial payment" for any session interrupted before meeting its two-hour duration, or for any sessions canceled after the service provider's therapists have arrived at the facility's gate.)

**Screening:**

For medium and minimum security inmates at Halawa and Kulani, respectively, the service provider shall provide the following services during Screening:

The service provider's therapists shall review at the Records Room at the facility the institutional records of sex offender inmates incarcerated there who have been previously screened for program eligibility by the Department's SOTP Administrator, and who have fewer than 36 months remaining before parole eligibility.

Before interviewing any offender, the service provider must request and obtain from the SOTP Administrator any available treatment records, including application autobiographies and testing results, on file from previous participation in treatment.

The service provider shall inform in writing to each inmate who passes initial file review that he is invited for a face-to-face interview, to be scheduled as to date and hour, to determine his final admission into the program. The service provider will provide the Department's SOTP Administrator with a photocopy of the letter.

During the interview, screeners shall inquire directly whether the inmate accepts responsibility for the commission of the crime for which he was convicted if the instant offense was sexual, or for a prior conviction of a sexual offense for plea bargain.

After interviewing each eligible offender, the service provider shall eliminate from further program consideration any sex offender who claims that he is innocent; is appealing his conviction; or who blames anyone (e.g., his victim) or anything other than himself to shoulder the major responsibility for his actions. Rejection may also be based upon the inmate's florid psychosis that he is either unwilling or unable to contain through medication; violence or threats of violence against staff, therapists, or fellow inmates; past or pending litigation against the service provider.

Rejection shall be conveyed in writing by the service provider directly to each inmate found unacceptable for treatment, with a photocopy provided to the Department's SOTP Administrator.

The service provider shall provide a listing to the SOTP Administrator of those inmates who were found eligible for immediate entry into group therapy, and shall send each accepted inmate a notice of acceptance. The service provider shall convey in writing the date, time, and location of the first group therapy session directly to each inmate who is accepted for treatment.

The service provider shall not eliminate any inmate whose amenability for treatment may be significantly diminished because of factors beyond his control, such as an inability to speak or write English, or physical or mental handicap or disadvantage. Language interpreters for non-English speaking inmates, sign interpreters for deaf inmates, or special tutors for blind or slow inmates may be employed to help inmates participate in group therapy. Individual therapy offering an equivalent SOTP curriculum may be an option if a disadvantaged inmate cannot keep pace with his peers in spite of special assistance in a group therapy format.

After screening and prior to commencing treatment, the service provider's therapists shall review the inmate's updated Level of Service Inventory (Revised) in his institutional file to determine the offender's level of need and to identify potential target areas for specialized treatment intervention.

**Treatment Curriculum:**

The principles of relapse prevention that apply to treatment programs in sexual assault focus on: cognitive skills training to reduce thinking errors; skills training in social interactions, anger management, assertiveness, communications, self-awareness, healthy sexuality, and victim empathy;

acquisition of skills to recognize and cope with high-risk situations, self-gratification, and abuse.

The service provider shall provide the following services during preparation of the treatment program's curriculum:

Prior to the delivery of any treatment services, the service provider and therapists shall meet with the Department's SOTP Administrator to review the appropriateness of each module of the treatment curriculum. Each module of the curriculum shall be specific in addressing sex offending. Aftercare and Victim Re-Unification modules may be waived as part of the curriculum for inmates housed in medium and minimum security facilities (i.e., Halawa and Kulani) but must be included for inmates housed in furlough facilities or on parole.

The provider's curriculum shall focus on knowledge acquisition, skill acquisition, and skill demonstration. Each lesson of each module in the service provider's treatment curriculum must include role rehearsal, role play, and the practice of learned skills.

The first module of the curriculum shall be relapse prevention. If a sex offender in treatment is found to be in denial or minimizing his offense during this module, the service provider will schedule a "sexual history disclosure" or "specific question" polygraph exam to determine whether the offender is suitable to remain in treatment. If an offender enters the service provider's therapy group out-of-sequence such that relapse prevention is not his first module, the provider will schedule a polygraph exam after no later than three months since the offender entered treatment in any module, regardless of treatment progress up to that date.

The SOTP Administrator shall require the service provider to remove from the treatment curriculum any module (e.g., Self Esteem) or any modality (e.g., psychoanalytic talk therapy) that is not proven by evidence to be effective in reducing criminal behavior.

The service provider shall not bill the Department for any expenses incurred during curriculum development.

Before delivery of services to offenders at the start of the contract, the service provider will supply the resumes of its therapists to the Department's SOTP Administrator to verify that they meet the qualifications of training and experience to deliver the treatment services. Any change in personnel will require the service provider to supply resumes of new staff to the SOTP Administrator.

Tools to implement the curriculum will include, but are not limited to, the following: a) lesson plans; b) audio-visual teaching aides for treatment presentations; c) familiarity with the performance-based standards to evaluate each inmate's progress in therapy; d) treatment manuals, therapeutic training materials, and inmate workbooks as needed to implement the curriculum; e) progress reports and attendance rosters in a format approved by the Department and the Hawaii Paroling Authority.

During the course of each inmate's treatment, the Department will provide the service provider with all relevant assessment and clinical information in its files as they become available, which may include updated Level of Service Inventory (Revised), Minnesota Multiphasic Personality Inventory (Revised), sexual deviance self-report battery, psychosexual assessment, polygraph reports of offense history, and other relevant treatment documents received by the Department's SOTP Administrator during the inmate's incarceration or supervision on parole.

**Consent to Treatment:**

Prior to the onset of therapy, service provider's therapists shall require that each inmate sign a Consent to Treatment contract specifying the terms and conditions of program compliance and the rights of the inmate.

Provisions in the Consent to Treatment contract shall explain that participation is voluntary, that the inmate is free to withdraw at any time, and that the consequences of his actions during therapy may have an impact on his eventual parole. Provisions shall notify the offender that the one Consent to Treatment contract shall remain in effect during the duration of his participation in SOTP with the same treatment provider during incarceration and parole. The service provider may initiate or modify the Consent to Treatment contract with the offender's assent after an interruption of services or whenever circumstances warrant.

The contract shall include provisions explaining the limited confidentiality of the inmate's statements to the therapists, and to whom progress reports shall be forwarded (e.g., the Department's SOTP Administrator and Parole Board), and to whom reports shall not be forwarded (e.g., the Prosecutor, the inmate's attorney).

The contract shall include provisions explaining that all treatment reports and assessment results generated during the inmate's course of therapy are automatically forwarded to the Parole Board, who will not release the reports or their contents at a later date to the inmate, his family, or his attorney. Provisions will explain that upon parole, the Parole Board will forward the offender's treatment records to the offender's new SOTP service provider and supervising officer.

Provisions shall explain the inmate's need to share openly during therapy discussion, to complete assignments, to hold confidential disclosures within the group, and the consequences for failing to comply.

The contract shall explain the inmate's due process rights during suspension or termination, and steps to redress wrongs he feels he suffered during treatment or suspension from treatment.

The inmate shall be informed that any lawsuit initiated or threatened against his therapist must result in suspension from all future treatment with this same therapist or service provider's agency. The service provider may not include provisions in the Consent to Treatment contract that specifically prohibit the offender from initiating litigation against the provider.

Provisions shall explain that continuation of the inmate's SOTP participation is contingent upon funding through the Department and that therapy may be suspended for lack of funds.

The Consent to Treatment contract shall include provisions that specify that the offender waives all confidentiality for disclosures made during therapy or assessment. The offender shall be instructed by the service provider's therapists that the offender's waiver of confidentiality cannot be withdrawn without the consequence of immediate termination of the offender's participation in therapy or assessment up to the point of service termination.

If the offender chooses to withdraw his waiver of confidentiality, the service provider's therapists shall prepare reports summarizing the offender's participation in therapy or assessment up to the point of service termination.

The duration of each sex offender's treatment cannot be pre-determined. The Consent to Treatment contract shall not state the exact number of sessions or time span for treatment.

**Workbooks:**

Because of potential lockdown situations at the facility, at which times therapists may be prohibited from entering the facility or inmates may be prevented from moving to the assigned treatment area, the service provider may engage in workbook or lesson assignment monitoring via mail. Such correspondence is not intended to replace or substitute for the delivery of the treatment curriculum through therapy groups, but is intended to provide continuity for inmates during lockdowns until therapy groups resume. Monitoring inmate progress through workbooks will be time-limited, and will be implemented in consultation with the Department SOTP Administrator.

The service provider may not bill the Department for the time spent by therapists preparing or reviewing workbook lessons, or for the expenses incurred in monitoring assignments via mail. Feedback presented by the service provider's therapists to an inmate who is seen face-to-face in an individual session shall be billed at the rate consistent with individual treatment sessions.

### **Psychosexual Assessments, Polygraphs, and Referrals for Treatment:**

The service provider may elect to refer an inmate for thorough psychosexual assessment or polygraph during or after treatment. Referrals must receive the prior approval of the Department's SOTP Administrator, and are subject to refusal if they strain the service provider's budget to provide treatment.

The service provider may subcontract with another treatment provider to deliver polygraph and penile plethysmograph services, subject to prior approval by the Department's SOTP Administrator.

If the service provider perceives a need for additional specialized treatment that can only be provided by the inmate out of pocket, the service provider will provide the names of three treatment providers for referral, which may include the service provider or the service provider's subcontractors.

### **Voluntary Withdrawal by Inmates and Termination from Treatment:**

Participation in Sex Offender Treatment Programming is typically required by the Hawaii Paroling Authority for any inmate seeking parole release, but participation in any treatment program is voluntary. As a consequence, the service provider's therapists must alert any inmate who chooses to withdraw voluntarily from treatment or who is terminated by the therapists that he may face prolonged incarceration at the discretion of the Parole Board.

The service provider will notify the designated facility staff within 2 hours if an inmate scheduled for treatment fails to attend.

To any inmate who fails to appear for two (2) consecutive therapy sessions, the service provider shall inquire of the inmate in writing, within forty-eight (48) hours of the inmate's second failure to appear, whether the inmate is withdrawing voluntarily from participation. In that same letter, the service provider shall alert the inmate that his failure to attend four (4) consecutive sessions without excusable cause shall result in termination from treatment.

An inmate who fails to attend four (4) treatment sessions without an excused absence shall be notified by the service provider that his participation from the

program faces termination. A photocopy of the Termination Letter shall be forwarded immediately to the SOTP Administrator, who in turn shall notify the appropriate representative of the Hawaii Paroling Authority.

The service provider's therapists have the right to suspend from treatment any inmate whose participation is disruptive to the group process or who remains in denial twelve (12) weeks after the onset of therapy that he committed the sexual offense that led to his conviction. Any offender who remains in denial or severe minimization must be suspended, to allow another more motivated offender to make progress toward rehabilitation. Prior to suspension, the therapists shall inform the inmate that his current level of participation or accountability is unacceptable. If informed verbally, the warning to the inmate shall be made before witnesses and the service provider shall notify the Department's SOTP Administrator; if informed in writing, the service provider shall forward a photocopy of the Warning Letter to the Department's SOTP Administrator. In either case, the service providers' therapists shall explain to the inmate the necessary steps he must take to redeem his situation in order to remain in the program.

The service provider's therapists shall not allow any sex offender to "complete" the treatment program while remaining in denial or severe minimization.

The service provider may not form a separate treatment group or provide individual sessions for offenders who remain in denial past the twelve (12) weeks initial probationary period after the onset of therapy unless the service provider provides such service pro bono and without billing the Department.

The service provider's therapists may terminate without advance warning any inmate whose violent actions in group, or threats of violence against the therapists, group members, or himself, is perceived as presenting an imminent danger. The inmate shall be informed of his termination in writing by the service provider within forty-eight (48) hours of the incident, with a photocopy forwarded to the Department's SOTP Administrator.

An inmate shall not be terminated from treatment if his absence is due to events beyond his control, such as illness, facility lock-down, pending misconduct hearing, or lack of transportation escort by staff to the meeting site. In such cases, the offender shall remain an actively enrolled participant in treatment and shall be recorded on the attendance roster as having an Excused Absence. If the offender is unable to catch up with his group's progress made in his absence, the service provider may require the offender to repeat the portion of the curriculum he missed.

An inmate shall not be terminated from treatment if his level of participation is adversely affected by diminished capabilities, such as language skills, mental

disorder, or disability, provided that the inmate is perceived as making a concerted effort to benefit from therapy. In such cases, the service provider shall consult with the Department's SOTP Administrator to determine if a more suitable therapy placement is a viable alternative, or if additional resources (e.g., tutoring, translator, additional individual therapy) can be provided. Inevitably, however, the presence of some offenders within a group can hinder the progress of therapy for the other members, and termination is unavoidable.

An inmate shall not be terminated from treatment without due cause. Disagreeable encounters between therapists and clients are expected occurrences during the course of therapy. Therapists shall examine their own counter-transference issues whenever made to feel uncomfortable by an inmate, and shall notify the SOTP Administrator when they wish to terminate an inmate who has not met the termination criteria set above. The Department's SOTP Administrator may choose to intervene to resolve disputes between therapists and inmates, which may include consequences, such as temporary suspension (for two treatment sessions) of the inmate from group, an arbitration meeting among the disputing parties, or a vote from the group's membership to remove the inmate or therapist from continued participation. The service provider and SOTP Administrator shall provide documentation in writing to each other of each step in the Arbitration or Termination process.

In order to insure the offender's rights to due process when terminated, the Department's SOTP Administrator may act as mediator if the offender desires re-instatement.

### **Substitution to Fill Vacated Treatment Slots:**

The service provider shall conduct SEMI-OPEN rather than CLOSED groups to new participants. Whenever group size falls below ten (10) inmates, the service provider shall replace each offender who withdraws or is terminated from treatment with another offender in order to maintain approximate group size. For medium or minimum security inmates, the service provider will be allowed to wait to fill each vacated treatment slot until the current phase, module, or component of the treatment curriculum is completed, but not longer than 90 days after a treatment slot is vacant.

The provider's therapists may elect to offer individual "catch-up" therapy sessions to an offender who enters a module for group therapy late.

### **Program Completion and Clinical Discharge in the Community:**

The decision to clinically discharge an offender from treatment will be performance-based. Offenders who demonstrate improvement in Level of

Service Inventory (Revised) scores and who pass all polygraph exams during community supervision will be eligible for clinical discharge before they have completed their full term on parole.

For inmates housed in secure correctional facilities, Certificates of Program Completion shall not be awarded to any offender who completes the service provider's treatment curriculum, as such certificates engender in offenders the perception that additional community-based treatment in the future is unnecessary.

The service provider's therapists shall alert each offender who completes the service provider's treatment curriculum in a secure facility that additional SOTP therapy will be expected, typically both on furlough and on parole.

For inmates on furlough or parole, participation in SOTP in the community shall be aftercare treatment. Aftercare is not a continuation or repetition of modules mastered in a secure facility, but focuses on issues a specific offender encounters in his current environment that may precipitate sexual re-offending. Because the offender has earned community status by successfully completing an SOTP curriculum in a secure setting, the new service provider's therapists will not impose a requirement that the offender also complete the provider's curriculum, other than aftercare. Imposing another full treatment curriculum on a community-based offender will be grounds for contract termination.

The service provider shall provide aftercare treatment that is sex-offending specific. The provider shall not provide treatment sessions to address problems (i.e., substance abuse, workplace anger, vocational rehabilitation) that are not linked specifically to the commission of new sex crimes. The provider shall refer the offender to other counseling programs in order to address his non-sex offending issues.

Individual treatment sessions for offenders on aftercare will focus exclusively on victim-reunification, family-reunification, or immediate problems with program compliance. Individual sessions will not be scheduled for issues that can be shared in group format.

For inmates on furlough or parole, aftercare treatment shall progress through stages to eventual clinical discharge. Within the first year of furlough or parole, but no later than the end of the twelfth month of therapy on parole, the service provider shall reduce the offender's monthly attendance to once, twice, or three times per month. If the service provider believes the offender should maintain weekly attendance beyond the close of the first year, the service provider shall send written justification to the Department's SOTP Administrator, who may accept or reject the service provider's continued aftercare treatment plan.

The service provider shall require that each sex offender in treatment be polygraph tested at least once per year. Passing all polygraph exams without blemish during an offender's first two years on parole will be sufficient justification to support an offender's clinical discharge.

An offender's level of risk shall be calculated every six months by the offender's supervising officer by updating the offender's score on the Level of Service Inventory (LSI) Revised and by a dynamic actuarial risk instrument (e.g., SONAR). Disputes between an offender and the service provider's therapists are not grounds to increase an offender's level of risk or to extend therapy.

The service provider or the offender's supervising officer may request to the Department's SOTP Administrator that an updated psychosexual assessment be approved and conducted to help determine whether the offender's level of risk should be adjusted.

At any time during the second year of therapy on furlough or parole, but no later than the end of the twenty-fourth month of therapy on parole, the service provider shall place the offender on maintenance status whereby the offender shall attend therapy sessions once per month, or less frequently if deemed appropriate by the therapist. By the beginning of the third year of therapy on furlough or parole, each sex offender should be treated on a maintenance attendance schedule. If the service provider believes the offender is not ready for maintenance status, the service provider shall send written justification to the Department's SOTP Administrator, who may accept or reject the service provider's continued maintenance treatment plan.

The Department shall withhold payment for services to any offender whose extended aftercare or maintenance treatment plan was rejected by the SOTP Administrator. In addition, the SOTP Administrator will notify the offender's supervising officer to direct the offender to obtain services from a new treatment provider.

An offender shall forfeit aftercare or maintenance status if he engages in serious high risk behaviors that make him subject to parole violation or furlough suspension. An occasional lapse in attendance or homework completion is not sufficient grounds to justify reverting the offender to an earlier treatment status. The service provider's therapists shall not require an inmate to repeat the provider's entire SOTP curriculum after a lapse.

The service provider's therapists shall not require an inmate to remain in treatment for the sole purpose of facilitating the progress of newer offenders in a group. Any facilitation provided by an offender who has successfully completed treatment must be voluntary. The service provider shall not bill the

offender or the Department for the assistance offered by an offender who voluntarily attends group sessions.

Monthly maintenance therapy sessions may continue up to two years, provided polygraph examinations are conducted no less frequently than once yearly. Clinical discharge may be awarded to the offender at any time during aftercare or maintenance status, but no later than the end of the fourth year of therapy in the community.

For any offender who fails to make progress toward clinical discharge during aftercare or maintenance status, the service provider shall consider termination to return the offender to secure housing within the correctional system.

## **B. Management Requirements**

### **Personnel**

The Service Provider and/or Sub-Provider shall notify each of its employees as well as employees of any subcontractors, who provide services to any person committed to the custody of the Director of Public Safety for imprisonment pursuant to Chapter 706, including a probationer serving a term of imprisonment pursuant to Section 706-624(2)(a) and a misdemeanor or petty misdemeanor sentenced pursuant to Section 706-663, of the Hawaii Revised Statute, Section 707-731, Sexual assault in the second degree and Section 707-732, Sexual assault in the third degree. In addition the Service Provider and any subcontractor shall maintain a copy of the aforementioned statutes and shall maintain in each of the aforementioned employees and employees of any subcontractors' file written documentation that the employee has received notice of the statutes.

Due to the offenders under this contract being under the jurisdiction of the Department of Public Safety, the Service Provider shall employ staff that is suitable to deal with these offenders. The Service Provider or Sub-Provider shall not hire persons currently serving a criminal sentence (i.e., on furlough from a correctional facility, on probation, on parole, or under the terms of a DAG/DANC plea). Any employee with a criminal history shall be subject to review and approval by the Department. The Department will review and agree to the employment of service provider's staff and sub-providers in writing. The Department of Public Safety shall agree any changes to staff and/or sub-providers in writing.

Service provider shall be responsible for providing therapists to lead the therapy groups. The service provider shall not use therapists or staff employed by the State of Hawaii to deliver therapeutic services unless the provider has first contacted the State Ethics Commission to receive information regarding any

possible limitations or restrictions imposed by the State. During the provider's delivery of services, State employees may provide training to the provider's therapists, or receive training from the provider's therapists, but shall not be paid for their time from funds awarded to the provider.

The service provider shall provide a minimum of two (2) therapists to co-facilitate each group therapy session and screening interview. A single therapist shall be allowed to conduct group therapy sessions during the absence of the co-facilitating therapist(s) for no longer than four sessions. After four sessions without two therapists, further sessions shall be cancelled until a co-facilitating therapist returns or a suitable replacement can be found. Individual sessions and pre-screening file reviews may be performed by therapists acting alone.

The Department expects the service provider to pay therapists sufficient wages to maintain them for uninterrupted delivery of services throughout the course of treatment. Frequent turn-over in service provider's staff may be grounds for contract termination or funding reduction.

### **Practicum Students and Interns**

The service provider shall allow practicum students or interns assigned to the Department of hired by the service provider, whether paid or unpaid, to attend group therapy sessions as part of the student's training in providing therapy to sex offenders. The students may be assigned tasks by the Department in addition to tasks provided by the service provider, in which case the student's supervision on Departmental tasks shall be provided by the Department. The Department shall allow the service provider to deploy students in tasks suitable to the student's level of expertise, such as acting as secondary group co-facilitator in the absence of one of the service provider's hired staff, or conducting psychopathy assessment, or paper-and-pencil testing. If the Department assigns students or interns to conduct individual therapy sessions for offenders who are simultaneously enrolled in the service provider's therapy groups, the service provider's therapists shall allow each student to monitor the offender's progress in group therapy by attending the provider's group therapy sessions. Assignment of students by the Department's SOTP Administrator shall be binding upon the service provider. Refusal by the service provider's therapists to allow each student assigned by the Department to attend therapy groups conducted by the service provider shall be grounds for contract termination or funding reduction.

The service provider shall provide monthly candid notification to the Department's SOTP Administrator on the competence of each student or intern during the performance of assigned duties, or shall alert the Department if any problems arise in the execution of the student's duties.

**Quality assurance and evaluation specifications**

The therapist hired by the service provider shall receive instructions directly from the Director of the contracting agency.

The service provider, the service provider's therapists, and the Administrator for the Department's SOTP shall use judgment when acting alone in selecting a course of action when any one of several could be appropriate, but shall confer together to develop appropriate policy whenever instances of disagreement arise. For any disagreement at protracted impasse, a committee of members from the State's Sex Offender Management Team shall provide arbitration.

Neither the provider nor the provider's staff shall disclose to a client, whether verbally or in writing, any information about any other offender who may currently receiving SOTP services, or who received services in the past, or who may receive services in the future. Provider's distribution to a client of information from another offender's treatment records, institutional files, or correspondence of any sort shall be grounds for immediate contract termination.

Neither the provider nor the provider's staff shall disclose to a client, whether verbally or in writing, any information about disagreements or disputes between the Department and the provider. Provider's distribution of any written documents pertaining to disagreements between the provider and the Department, including the distribution of correspondence, rulings, or opinions expressed by the provider and the Department about a dispute, shall be grounds for immediate contract termination.

Service provider shall provide one copy of the provider's treatment curriculum and its lesson plans to the Department when submitting its proposal in response to the Department's Request for Proposals. The appropriateness of the service provider's treatment curriculum, whether as to content or delivery, shall be reviewed by the Department, and any decision by the Department to implement remedial changes shall be binding upon the service provider.

The Department's SOTP Administrator shall monitor the service provider's therapists' compliance and evaluate services performed. Unacceptable professional practice or deviations from the curriculum shall be evaluated by the SOTP Administrator, who may at any time suspend or terminate the services under the provisions of this contract. Prior to such suspension of the contract by the Administrator, however, the service provider shall be allowed to make every effort to correct any perceived questionable conduct by its therapists and shall be given reasonable time to do so. Reasonable time shall be determined by the SOTP Administrator.

The service provider shall follow the guidelines for the treatment of sex offenders as set forth by the Hawaii Sex Offender Management Team "Guidelines for

Treatment, Revised” whenever possible. (A set of the most recently updated SOMT Guidelines are available upon request from the SOTP Administrator.) New guidelines for the treatment of this population may be developed in the course of this contract by the service provider, after consultation with the SOTP Administrator, who shall present the new guidelines to SOMT for review.

The treatment curriculum delivered to inmates shall be standards-based and evidence-based. The service provider’s therapists shall use performance-based criteria to judge the acquisition and demonstration of coping skills when determining the progress of each offender receiving treatment.

The nature and scope of the services shall be performed in accordance with established clinical principles, clinical practices, and clinical ethics of the American Psychological Association.

The service provider’s staff shall conform to State and federal statutes that require clinicians to report to Child Protective Services or local police an offender’s disclosure of suspected sexual abuse of children under his care, including incidents in the past. The clinician’s decision to report is not optional.

### **Output and performance/outcome measurements**

The purpose of the service provider’s work is to treat sex offenders with the goal of increasing their coping skills to manage their impulses to sexually assault. As a result of the therapists’ efforts, inmates should be able to demonstrate:

- a. Increased cognitive and emotional skill in managing appropriate sexual interactions in society, through the practice of healthy sexuality and sex roles.
- b. Increased cognitive and emotional skill in managing one’s personal role in social interactions, through self-awareness, anger management, assertiveness, and communications.
- c. Increased cognitive and emotional skill acquired through Relapse Prevention in order to reduce thinking errors, and promote victim empathy and self-control.

The effectiveness of the service provider’s efforts shall be gauged by the following criteria:

1. Improvement in offenders’ Level of Service Inventory (Revised) scores during incarceration and parole.
2. Passing of all polygraphs during offender’s treatment and supervision.
3. Offender’s clinical discharge from treatment.
4. Arrest for technical parole violation.

5. Arrest and conviction for new sex crime.
6. Arrest and conviction for new non-sex felony.

### **Experience**

The minimum qualifications of each group's primary therapist shall be a Masters degree in a social or behavioral science, and one year experience working with sex offenders using the relapse prevention model. The minimum qualifications of the secondary therapist(s) shall be a Bachelor's degree. Experience working with sex offenders is not a requirement for the secondary therapist.

### **Coordination of services**

Not applicable.

### **Reporting requirements for program and fiscal data**

The service provider will provide progress reports on each inmate's treatment progress to the Department's SOTP Administrator. Reports shall be compiled quarterly for inmates at medium and minimum security facilities, and monthly if weekly group therapy meetings for inmates occur at the community correctional centers or on parole.

At medium and minimum security facilities, the service provider shall submit reports at the completion of any module. The content of the progress reports: a) shall conform to the format approved by the Hawaii Paroling Authority and the Department's SOTP Administrator; b) shall be consistent with the treatment curriculum by reflecting the content of each particular treatment phase; and c) will evaluate the performance-based progress of each inmate. Currently, forms used at the Kulani Correctional Facility have won approval from the Department and the Hawaii Paroling Authority. If substantial treatment curriculum revisions occur, progress reports may be modified, upon consultation with the department's SOTP Administrator and the Hawaii Paroling Authority.

Progress reports shall include:

1. The first and last name(s) of the offender, correctly spelled.
2. The date of the report.
3. The time period the report covers.
4. The name of the agency providing services.
5. The first and last name(s) of the therapist(s) providing the service during the time period covered by the report.
6. The location (facility) where the service was delivered.
7. The offender's program status at the end of the time period covered.
8. The number of attended sessions versus the total number of sessions offered during the time period covered by the report.

Each progress report for each inmate shall be stamped CONFIDENTIAL in the upper right corner on the first page.

Reports submitted by the service provider shall focus on the content of the individual's progress in treatment modules. Reports that focus primarily on an inmate's attendance and speaking skills will be rejected by the Department's SOTP Administrator as insufficient to convey whether the offender has grasped the concepts of the treatment curriculum. The submission of inadequate progress reports will be grounds for contract termination.

Each offender's monthly or quarterly progress report shall describe his progress in acquiring knowledge, acquiring skills, and demonstrating skills in each pro-social behavior targeted for improvement by the provider's therapists. A pre-and-post test comparison on acquired knowledge is insufficient. Progress reports will describe the offender's performance in role play, role rehearsal, and role practice exercises that demonstrate the offender's acquisition and competence in pro-social behavior.

Provider will submit a short, separate report for each individual session that will include the reason why an individual session was necessary rather than group therapy to address the offender's issues, the specific problem addressed during the session, the intervention used, the outcome, and any additional problems encountered that may require additional specialized treatment.

Monthly or quarterly progress reports for group sessions or family sessions will include the stated goals covered during the reporting period; the offender's improved performance to reach the stated goal; any problems encountered during the reporting period and how those problems were addressed.

As ruled by the Office of Information Practices, the Department may withhold from inspection by the inmate or his attorney all confidential progress reports, assessment reports, and treatment recommendations provided by the service provider, unless instructed otherwise by the Department of the Attorney General.

Whenever the service provider is requested by the offender, his family, or his attorney to provide assessment reports or treatment progress reports to the inmate, his family, or his attorney, the service provider shall inform the requesting party that such reports are the property of the Department and that all requests should be directed to the Department's SOTP Administrator. The service provider shall notify the Department's SOTP Administrator that such a request was made. The service provider shall not release such reports directly to the offender or to any party representing the offender. Hawaii Revised Statutes Chapter 92 Section F-22 (1) (B) prohibits the release of confidential records that were previously submitted to criminal justice agencies.

Whenever the service provider is requested by agents from another criminal justice or law enforcement agency (e.g., Adult Probation, Child Protective Services) to provide assessment reports or treatment progress reports to the agency, the service provider shall not release such reports directly to the requesting agency but shall inform the agency to direct their request to the Department's SOTP Administrator.

Whenever the service provider is contacted by agents from another criminal justice or law enforcement agency and asked to supply unofficial verbal comments about any offender under the service provider's care, the service provider may elect to provide new information or expand upon information already presented through previously submitted progress reports or assessment reports. In such instances, the service provider shall provide written summary of all shared comments to the Department's SOTP Administrator for entry into the offender's official treatment records.

The service provider shall be candid in notifying the Department's SOTP Administrator in writing: a) of additional treatment recommendations needed by each offender, or b) of concerns paramount to the preservation of community safety.

### **Pricing structure or pricing methodology to be used**

All costs of the period of the contract shall be included in the bid price. Transportation by sea shall be disallowed.

Pricing shall be based on unit of services provided. Extraordinary additional costs incurred by the service provider to deliver agreed-upon services (transportation, office supplies, etc.) shall not be reimbursed.

### **Units of service and unit rate**

The service provider shall submit to the SOTP Administrator a monthly invoice (an original and two copies) for payment of delivered services no later than 30 days after the last treatment intervention for the month.

Each monthly invoice shall include:

- a. The date and time of each session, whether completed or interrupted, and whether for screening, group, or individual treatment.
- b. A roster for each session of inmates who attended each session, signed by each inmate in his handwriting and by the treating therapists.
- c. A one-page summary roster attendance sheet for the entire reporting period.
- d. For absent inmates, whether they were excused or unexcused, and the reason for the absence if known.

- e. For workbook sessions, the roster of inmates completing assignments and the dates of assignment completion.
- f. For psychosexual or polygraph assessments, the date, time, and location of the assessment, and a copy of the examiner's results.

## **Method of compensation and payment**

### **Compensation**

For each type of service delivery, and depending upon the number of participants in each therapy group, the service provider shall be paid at an hourly rate (adjusted for 15 minute increments) according to the following schedule:

Per hour per inmate attending group therapy sessions, up to a maximum of 12 inmates per group;

Per hour per inmate for individual therapy sessions;

Per hour per inmate for institutional file review;

Per hour per inmate for screening interviews;

Per hour per inmate for family/spousal therapy sessions.

Regardless of size of group, no payment shall be made for operating and administrative costs. Invoices submitted to the Department for therapy shall reflect all costs of conducting services.

Subcontracted services (polygraph, plethysmograph assessments) shall be paid according to the full cost of the delivered service, if approved beforehand by the SOTP Administrator.

Service provider shall not be compensated for time spent in consultation with the Department.

Service provider shall monitor the delivery of services so that billing for individual sessions shall not exceed 25% of the billing for group therapy sessions.

Service provider shall only be paid for services rendered for any period in which a current progress report or discharge summary has been submitted to the Department's SOTP Administrator. For service providers submitting monthly progress reports for offenders on furlough or parole, invoice will be returned to the provider for re-submission if unaccompanied by a progress report for the period covered by the invoice. For service providers submitting quarterly progress reports for offenders in secure facilities, invoice will be returned to the

provider for re-submission if a progress report has not been sent to the Department's SOTP Administrator ninety (90) days prior to the invoice date.

If the service provider's therapist arrives at the facility and prior notification was not given to the service provider by the facility that a lockdown was in progress or that sessions could not be conducted, partial payment equal to one-half the payment schedule will be allowed for any scheduled session. Full payment will be allowed for any session that is interrupted before the session can be completed.

### **Payment**

The service provider's invoices shall not include costs incurred by subcontracted service providers unless such costs are paid by the service provider under the terms and conditions provided herein.

The service provider shall submit to the Department's SOTP Administrator an invoice (an original and three copies) for payment of delivered services no later than 30 days after the last session in the reporting period.

The invoice shall include the contract number and the Request for Proposal number PSD 07-CPS/SO-33.

The invoice shall be mailed to the following address:

Barry J. Coyne, Sex Offender Treatment Program Administrator  
Department of Public Safety  
Corrections Program Services Division  
919 Ala Moana Blvd., Suite 405  
Honolulu, Hawaii 96814

Each invoice shall include:

- a. The dates and location of each treatment session, whether completed or interrupted, and whether for pre-incarceration, treatment, pre-parole, or parole purposes.
- b. Unusual costs incurred by the service provider, such as intentional destruction of equipment or testing materials by an irate offender, may be charged to the Department upon submission of written justification and prior approval by the Department's SOTP Administrator.
- c. On one separate sheet, the month's attendance for each inmate by session date; if absent, whether the absence was excused or unexcused; and whether the offender was self-paying for any session during that month.

On a separate sheet for each therapy session, one original roster of inmates who attended each session, with each inmate's printed name and signature.

### **Failure to Perform**

Uninterrupted delivery of treatment is important because delay will interfere with the State's business of preparing inmates for release from prison. In addition, the State will be damaged by the increased cost to house inmates beyond their scheduled parole release dates. Furthermore, delays to the delivery of treatment may detrimentally impact the financing, planning, or completion of other State projects because of the need to devote State resources to house and treat inmates after their original release dates. The monetary amount of such interference with State business and damages is difficult, if not impossible, to accurately determine and precisely prove.

The provider shall not unilaterally stop work to force the resolution of a dispute with the Department. Except as provided in Paragraph 4.4 of the State's General Conditions for termination by the provider, if the provider fails to perform the work specified through stopping work to force the resolution of a dispute with the Department, the provider shall pay liquidated damages to the Department based upon the cost to house each affected inmate beyond his otherwise scheduled parole release date. This amount is calculated on the cost per day to the Department to house an inmate on the Mainland who might otherwise be housed in Hawaii if inmates participating in SOTP were allowed to finish their programming on time.

### **Right and Remedies for Default**

If the provider fails, refuses, or neglects to perform the work specified in this contract, or any separable part therefore, the Department may declare the provider in breach and terminate the provider's right to proceed with the work or the part of the work to which there has been a delay. In such event, the Department may take over the delivery of services and perform the same to completion through contract with another service provider. Whether or not the provider's right to proceed with the delivery of treatment services is terminated, the provider shall be liable for any damage to the Department resulting from the provider's refusal or failure to perform the work within the time specified in the contract.

The State reserves the right to purchase in the open market, a corresponding quantity of the services specified herein and to deduct from any moneys due or that may thereafter become due to the provider, the difference between the price named in the contract and actual cost thereof to the State. In case of any money due the provider is insufficient for said purpose, the provider shall pay the

difference upon demand by the State. The State may also utilize all other remedies provided by law.

#### IV. **Facilities**

Not applicable.

# **Section 3**

# **Proposal Application Instructions**

## Section 3

# Proposal Application Instructions

### General instructions for completing applications:

- *Proposal Applications shall be submitted to the state purchasing agency using the prescribed format outlined in this section.*
- *The numerical outline for the application, the titles/subtitles, and the applicant organization and RFP identification information on the top right hand corner of each page should be retained. The instructions for each section however may be omitted.*
- *Page numbering of the Proposal Application should be consecutive, beginning with page one and continuing through for each section. See sample table of contents in Section 5.*
- *Proposals may be submitted in a three ring binder (Optional).*
- *Tabbing of sections (Recommended).*
- *Applicants must also include a Table of Contents with the Proposal Application. A sample format is reflected in Section 5, Attachment B of this RFP.*
- *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 in Section 4, Proposal Evaluation when completing the proposal.*
- *This form (SPO-H-200A) is available on the SPO website (see Section 1, paragraph II, Website Reference). However, the form will not include items specific to each RFP. If using the website form, the applicant must include all items listed in this section.*

### The Proposal Application comprises the following sections:

- *Proposal Application Identification Form*
- *Table of Contents*
- *Program Overview*
- *Experience and Capability*
- *Project Organization and Staffing*
- *Service Delivery*
- *Financial*
- *Other*

#### I. **Program Overview**

Applicant shall give a brief overview to orient evaluators as to the program/services being offered.

## II. **Experience and Capability**

### **A. Necessary Skills**

The applicant shall demonstrate that it has the necessary skills, abilities, and knowledge relating to the delivery of the proposed services.

### **B. Experience**

The applicant shall provide a description of projects/contracts pertinent to the proposed services.

1. List of experience as an agency providing sex offender treatment services;
2. List of experience as an agency providing services to offenders.
3. List of contracts performed for the Department of Public Safety;
4. List of other prior contracts with the public sector in providing services for sex offenders specifically. Discuss any problems or difficulties encountered in prior contracts. Applicant shall provide a point of contact and telephone number for each contract listed. The Department reserves the right to contact any of the listed points of contact to inquire about the applicant's past service performance and personnel;
5. Success applicant has had in recruiting and retaining quality staff; and
6. Applicant's current financial statement and any financial audits completed in the last three (3) years.

### **C. Quality Assurance and Evaluation**

The applicant shall describe its own plans for quality assurance and evaluation of the proposed services, including methodology.

### **D. Coordination of Services**

None.

### **E. Facilities**

Not applicable.

## III. **Project Organization and Staffing**

### **A. Staffing**

**1. Proposed Staffing**

The applicant shall describe the proposed staffing pattern, client/staff ratio and proposed caseload capacity appropriate for the viability of the services. (Refer to the personnel requirements in the Service Specifications, as applicable.)

**2. Staff Qualifications**

The applicant shall provide the minimum qualifications (including experience) for staff assigned to the program. (Refer to the qualifications in the Service Specifications, as applicable)

**B. Project Organization**

**1. Supervision and Training**

The applicant shall describe its ability to supervise, train and provide administrative direction relative to the delivery of the proposed services.

**2. Organization Chart**

The applicant shall reflect the position of each staff and line of responsibility/supervision. (Include position title, name and full time equivalency) Both the “Organization-wide” and “Program” organization charts shall be attached to the Proposal Application.

**IV. Service Delivery**

Applicant shall include a detailed discussion of the applicant’s approach to applicable service activities and management requirements from Section 2, Item III. - Scope of Work, including (if indicated) a work plan of all service activities and tasks to be completed, related assignments/responsibilities and timelines/schedules. Applicant shall include a complete curriculum proposed to provide a comprehensive program for sex offenders. This curriculum shall include the following:

1. Program philosophy and evidence-based research to support it;
2. Program components;
3. Treatment modules, including Aftercare and Re-unification if offered.
4. All forms, such as Consent to Treatment, module contracts and progress reports.
5. Criteria to measure performance-based improvement to clinical discharge.
6. Reinforcers, both rewards and punishments, for compliance.

## V. **Financial**

### A. **Pricing Structure**

Applicant shall submit a cost proposal utilizing the pricing structure designated by the state-purchasing agency. The cost proposal shall be attached to the Proposal Application.

Pricing shall be based on unit of service pricing structure. Proposals shall also include the unit of cost for each component as well as estimated number of units to be provided. The pricing shall include all taxes, shall be all inclusive cost to the State, and no other charges will be honored.

#### 1. **Units of Services and Unit rate**

Unit cost for group therapy sessions  
 Unit cost for individual therapy sessions  
 Unit cost for family/spousal sessions  
 Unit cost for file review  
 Unit cost for screening interviews

All budget forms, instructions and samples are located on the SPO website (see Section 1, paragraph II Websites referred to in this RFP). The following budget form(s) shall be submitted with the Proposal Application:

SPO-H-205, Budget  
 SPO-H-205A, Organization-Wide Budget by Source of Funds  
 SPO-H-206A, Budget Justification – Personnel – Salaries and Wages  
 SPO-H-206C, Budget Justification – Travel-Inter-Island

### B. **Other Financial Related Materials**

#### 1. **Accounting System**

In order to determine the adequacy of the applicant's accounting system as described under the administrative rules, the following documents are requested as part of the Proposal Application (may be attached):

Applicant's current financial statement and any financial audits completed in the last three (3) years.

**VI. 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.

# **Section 4**

# **Proposal Evaluation**

# Section 4

## Proposal Evaluation

### I. Introduction

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.

### II. Evaluation Process

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.

The evaluation will be conducted in three phases as follows:

- Phase 1 - Evaluation of Proposal Requirements
- Phase 2 - Evaluation of Proposal Application
- Phase 3 - Recommendation for Award

#### Evaluation Categories and Thresholds

<u>Evaluation Categories</u>	<u>Possible Points</u>
<i>Administrative Requirements</i>	
<i>Proposal Application</i>	
Program Overview	0 points
Experience and Capability	20 points
Project Organization and Staffing	15 points
Service Delivery	55 points
Financial	10 Points
<b>TOTAL POSSIBLE POINTS</b>	<b>100 Points</b>

III. **Evaluation Criteria**

**A. Phase 1 - Evaluation of Proposal Requirements**

1. **Administrative Requirements**

- Application Checklist.

2. **Proposal Application Requirements**

- Proposal Application Identification Form (Form SPO-H-200)
- Table of Contents
- Program Overview
- Experience and Capability
- Project Organization and Staffing
- Service Delivery
- Financial (All required forms and documents)
- Program Specific Requirements (as applicable)

**B. Phase 2 - Evaluation of Proposal Application (100 Points)**

*Program Overview:* No points are assigned to Program Overview. The intent is to give the applicant an opportunity orient evaluators as to the service(s) being offered.

1. **Experience and Capability (20 Points)**

The State will evaluate the applicant’s experience and capability relevant to the proposal contract, which shall include:

A. <b>Necessary Skills</b>	<u>7 pts</u>
• Demonstrated skills, abilities, and knowledge relating to the delivery of the proposed services.	_____
B. <b>Experience</b>	<u>7 pts</u>
• One (1) year of experience providing services to sex offenders.	_____ _____

<p>C. <b>Quality Assurance and Evaluation</b></p> <ul style="list-style-type: none"> <li>• Sufficiency of quality assurance and evaluation plans for the proposed services, including methodology.</li> </ul>	<p><u>6 pts</u></p> <p>_____</p>
<p>D. <b>Coordination of Services</b></p> <ul style="list-style-type: none"> <li>• Demonstrated capability to coordinate services with other agencies and resources in the community.</li> </ul>	<p><u>N/A</u></p> <p>_____</p>
<p>E. <b>Facilities</b></p> <ul style="list-style-type: none"> <li>• Adequacy of facilities relative to the proposed services.</li> </ul>	<p><u>N/A</u></p> <p>_____</p>

**2. Project Organization and Staffing (15 Points)**

The State will evaluate the applicant’s overall staffing approach to the service that shall include:

<p>A. <b>Staffing</b></p> <ul style="list-style-type: none"> <li>• <u>Proposed Staffing</u>: That the proposed staffing pattern, client/staff ratio, and proposed caseload capacity is reasonable to insure viability of the services.</li> <li>• <u>Staff Qualifications</u>: Minimum qualifications (including experience) for staff assigned to the program.</li> </ul>	<p><u>8 pts</u></p> <p>_____</p> <p><u>4 pts</u></p> <p>_____</p> <p><u>4 pts</u></p> <p>_____</p>
<p>B. <b>Project Organization</b></p> <ul style="list-style-type: none"> <li>• <u>Supervision and Training</u>: Demonstrated ability to supervise, train and provide administrative direction to staff relative to the delivery of the proposed services.</li> <li>• <u>Organization Chart</u>: Approach and rationale for the structure, functions, and staffing of the proposed organization for the overall service activity and tasks.</li> </ul>	<p><u>7 pts</u></p> <p>_____</p> <p><u>4 pts</u></p> <p>_____</p> <p><u>3 pts</u></p> <p>_____</p>

**3. Service Delivery (55 Points)**

Service Delivery	<u><b>55 pts</b></u>
• Program philosophy	<u>5 pts</u>
• Program components and Modules, including Aftercare and Re-unification	<u>30 pts</u>
• Criteria to measure performance and program discharge/completion	<u>5 pts</u>
• Reporting, including forms and contracts	<u>10 pts</u>
• Reinforcers to insure offender compliance	<u>5 pts</u>

**4. Financial (10 Points)**

- Adequacy of accounting system.
- Competitiveness and reasonableness of unit of service, as applicable
- Financial stability of the applicant.

**C. Phase 3 - Recommendation for Award**

Each notice of award shall contain a statement of findings and decision for the award or non-award of the contract to each applicant.

# **Section 5**

## **Attachments**

- A. Proposal Application Checklist
- B. Sample Table of Contents

## Proposal Application Checklist

Applicant: \_\_\_\_\_

RFP No.: PSD 07-CPS/SO-33 \_\_\_\_\_

The applicant's proposal must contain the following components in the order shown below. This checklist must be signed, dated and returned to the purchasing agency as part of the Proposal Application. SPOH forms are on the SPO website. See Section 1, paragraph II Website Reference.\*

Item	Reference in RFP	Format/Instructions Provided	Required by Purchasing Agency	Completed by Applicant
<b>General:</b>				
Proposal Application Identification Form (SPO-H-200)	Section 1, RFP	SPO Website*	<b>X</b>	
Proposal Application Checklist	Section 1, RFP	Attachment A	<b>X</b>	
Table of Contents	Section 5, RFP	Section 5, RFP	<b>X</b>	
Proposal Application (SPO-H-200A)	Section 3, RFP	SPO Website*	<b>X</b>	
Tax Clearance Certificate (Form A-6)	Section 1, RFP	Dept. of Taxation Website (Link on SPO website)*	<b>X</b>	
Cost Proposal (Budget)				
SPO-H-205	Section 3, RFP	SPO Website*	<b>X</b>	
SPO-H-205A	Section 3, RFP	SPO Website* Special Instructions are in Section 5	<b>X</b>	
SPO-H-205B	Section 3, RFP,	SPO Website* Special Instructions are in Section 5		
SPO-H-206A	Section 3, RFP	SPO Website*	<b>X</b>	
SPO-H-206B	Section 3, RFP	SPO Website*		
SPO-H-206C	Section 3, RFP	SPO Website*	<b>X</b>	
SPO-H-206D	Section 3, RFP	SPO Website*		
SPO-H-206E	Section 3, RFP	SPO Website*		
SPO-H-206F	Section 3, RFP	SPO Website*		
SPO-H-206G	Section 3, RFP	SPO Website*		
SPO-H-206H	Section 3, RFP	SPO Website*		
SPO-H-206I	Section 3, RFP	SPO Website*		
SPO-H-206J	Section 3, RFP	SPO Website*		
<b>Certifications:</b>				
<b>Federal Certifications</b>				
Debarment & Suspension		Section 5, RFP		
Drug Free Workplace		Section 5, RFP		
Lobbying		Section 5, RFP		
Program Fraud Civil Remedies Act		Section 5, RFP		
Environmental Tobacco Smoke		Section 5, RFP		
<b>Program Specific Requirements:</b>				

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Date

Sample

## Proposal Application Table of Contents

<b>I.</b>	<b>Program Overview .....</b>	<b>1</b>
<b>II.</b>	<b>Experience and Capability .....</b>	<b>1</b>
	A. Necessary Skills .....	2
	B. Experience .....	4
	C. Quality Assurance and Evaluation.....	5
	D. Coordination of Services .....	6
	E. Facilities .....	6
<b>III.</b>	<b>Project Organization and Staffing .....</b>	<b>7</b>
	A. Staffing .....	7
	1. Proposed Staffing.....	7
	2. Staff Qualifications .....	9
	B. Project Organization .....	10
	1. Supervision and Training .....	10
	2. Organization Chart (Program & Organization-wide) (See Attachments for Organization Charts)	
<b>IV.</b>	<b>Service Delivery .....</b>	<b>12</b>
<b>V.</b>	<b>Financial.....</b>	<b>20</b>
	See Attachments for Cost Proposal	
<b>VI.</b>	<b>Litigation .....</b>	<b>20</b>
<b>VII.</b>	<b>Attachments</b>	
	A. Cost Proposal	
	SPO-H-205 Proposal Budget	
	SPO-H-206A Budget Justification - Personnel: Salaries & Wages	
	SPO-H-206B Budget Justification - Personnel: Payroll Taxes and Assessments, and Fringe Benefits	
	SPO-H-206C Budget Justification - Travel: Interisland	
	SPO-H-206E Budget Justification - Contractual Services – Administrative	
	B. Other Financial Related Materials	
	Financial Audit for fiscal year ended June 30, 1996	
	C. Organization Chart	
	Program	
	Organization-wide	
	D. Performance and Output Measurement Tables	
	Table A	
	Table B	
	Table C	
	E. Program Specific Requirements	