

State of Hawaii
Department of Human Services
Benefit, Employment and Support Services Division
Employment and Training Program Office

Request for Proposals

HMS 903-12-08-K

Domestic Violence Advocacy Services for TANF Households on Kauai

May 9, 2012

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 9, 2012

MEMORANDUM

TO: All Interested Applicants

FROM: Patricia McManaman, Director 

SUBJECT: **REQUEST FOR PROPOSALS (RFP) –Domestic Violence Advocacy Services for TANF Households on Kauai-RFP NO. HMS 903-12-08-K**

The Department is seeking to purchase the service listed above and further described in the attached RFP. The RFP provides information to assist applicants in the preparation of program plans and budget, including:

1. A description of the service sought;
2. Special requirements to be met by the provider;
3. Criteria by which qualifying proposals shall be reviewed/rated; and
4. Criteria for monitoring and evaluating the contract.

The RFP should be reviewed very closely as all parts of the RFP must be addressed. An informational meeting is scheduled for 9:00 AM to 11:00 AM on Tuesday, May 15, 2012 at the Department of Human Services (DHS), Benefit, Employment and Support Services Division (BESSD) Office, 820 Mililani Street, Suite 606, Honolulu, Hawai'i 96813. For more information, please call (808) 586-7088.

In order for the proposals to be considered, all applicants are required to submit:

1. One (1) original and three (3) copies of the proposal, delivered to DHS, BESSD, Employment and Training Program Office (ETPO), at 820 Mililani Street, Haseko Center, Suite 606, Honolulu, Hawai'i 96813.
2. Proposals must be hand-delivered (including courier mail) by 4:30 PM, June 12, 2012 to the DHS/BESSD/Employment and Training Office, at 820 Mililani Street, Haseko Center, Suite 606, Honolulu, Hawai'i 96813. ALL MAIL-INS POSTMARKED AFTER 11:59 PM, June 12, 2012, WILL NOT BE ACCEPTED FOR REVIEW AND WILL BE RETURNED.

Proposal and materials not requested by the Department or submitted after the deadline will not be accepted for consideration.

Attachments.

PROPOSAL MAIL-IN AND DELIVERY INFORMATION SHEET

NUMBER OF COPIES TO BE SUBMITTED: 4

ALL MAIL-INS SHALL BE POSTMARKED BY THE UNITED STATES POSTAL SERVICE (USPS) NO LATER THAN **June 12, 2012** and received by the state purchasing agency no later than **10 days** from the submittal deadline.

All Mail-ins

Department of Human Services
Benefit, Employment and
Support Services Division
820 Mililani Street, Room 606
Honolulu, HI 96813

DHS RFP COORDINATOR

Kimberly Arista, Program
Specialist
Phone: 808-586-7090
Email: karista@dhs.hawaii.gov

ALL HAND DELIVERIES SHALL BE ACCEPTED AT THE FOLLOWING SITES UNTIL **4:30 P.M., Hawaii Standard Time (HST), June 12, 2012**. 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, 2012**.

Drop-off Sites

Department of Human Services
Benefit, Employment and Support
Services Division
820 Mililani Street, Room 606
Honolulu, HI 96813

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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.

| <u>Activity</u> | <u>Scheduled Date</u> |
|--|-----------------------|
| Public notice announcing Request for Proposals (RFP) | 5/9/2012 |
| Distribution of RFP | 5/9/2012 |
| RFP orientation session | 5/15/2012 |
| Closing date for submission of written questions for written responses | 5/18/2012 |
| State purchasing agency's response to applicants' written questions | 5/22/2012 |
| Discussions with applicant prior to proposal submittal deadline (optional) | N/A |
| Proposal submittal deadline | 6/12/2012 |
| Discussions with applicant after proposal submittal deadline (optional) | N/A |
| Final revised proposals (optional) | N/A |
| Proposal evaluation period | 6/13-20/2012 |
| Provider selection | 6/21/2012 |
| Notice of statement of findings and decision | 6/22/2012 |
| Contract start date | 8/1/2012 |

II. Website Reference

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

| For | Click |
|--|---|
| 1 Procurement of Health and Human Services | "Health and Human Services, Chapter 103F, HRS..." |
| 2 RFP website | "Health and Human Services, Ch. 103F..." and "The RFP Website" (located under Quicklinks) |
| 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 <http://hawaii.gov>)

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

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 provider 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:

Department of Human Services
Benefit, Employment and Support Services Division
Employment and Training Program Office
820 Mililani Street, Room 606
Honolulu, HI 96813

VI. Orientation

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

Date: 5/15/2012 **Time:** 9:00am
Location: 820 Mililani Street (Haseko Center), Room 610

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 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: 5/18/2012 **Time:** 12noon HST

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

Date: 5/22/2012

VIII. Submission of Proposals

A. **Forms/Formats** - Forms, with the exception of program specific requirements, may be found on the State Procurement Office website referred to in II. Website Reference. Refer to the Proposal Application Checklist for the location of program specific forms.

1. **Proposal Application Identification (Form SPO-H-200).** Provides applicant proposal identification.
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 address all of the proposal requirements contained in Section 3 of this RFP, including a cost proposal/budget if required.

B. **Program Specific Requirements.** Program specific requirements are included in Sections 2, Service Specifications and Section 3. Proposal Application Instructions, as applicable. If required, Federal and/or State certifications 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. **Tax Clearance.** Pursuant to HRS Section 103-53, as a prerequisite to entering into contracts of \$25,000 or more, providers shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. Tax clearance applications may be obtained from the Department of Taxation website. (Refer to this section's part II. Website Reference.)
- E. **Wages and Labor Law Compliance.** If applicable, by submitting a proposal, the applicant certifies that the applicant is in compliance with HRS Section 103-55, Wages, hours, and working conditions of employees of contractors performing services. Refer to HRS Section 103-55, at the Hawaii State Legislature website. (See part II, Website Reference.)
- **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 registered 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 part II, Website Reference.)
- F. **Hawaii Compliance Express (HCE).** Providers may register with HCE for online proof of DOTAX and IRS tax clearance Department of Labor and Industrial Relations (DLIR) labor law compliance, and DCCA good standing compliance. There is a nominal annual fee for the service. The "Certificate of Vendor Compliance" issued online through HCE provides the registered provider's current compliance status as of the issuance date, and is accepted for both contracting and final payment purposes. Refer to this section's part II. Website Reference for HCE's website address.

G. **Campaign Contributions by State and County Contractors.** Providers are hereby notified of the applicability of HRS Section 11-205.5, 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, FAQs are available at the Campaign Spending Commission webpage. (See part II, Website Reference.)

H. **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.

I. **Confidentiality of Personal Information.** Act 10 relating to personal information was enacted in the 2008 special legislative session. As a result, the Attorney General's General Conditions of Form AG Form 103F, *Confidentiality of Personal Information*, has been amended to include Section 8 regarding protection of the use and disclosure of personal information administered by the agencies and given to third parties.

J. **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.

- K. **Liability Insurance.** The Contractor shall comply with the Chapter 103F, HRS, Cost Principles for Purchases of Health and Human Services identified in SPO-H-201, which can be found on the SPO website (see Section 5, POS Proposal Checklist, for the website address).

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

The Contractor shall maintain insurance acceptable to the State in full force and effect throughout the term of this contract, until the State certifies that the Contractor's work has been completed satisfactorily. 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) property damage | \$2,000,000 combined single limit <u>per occurrence</u> for bodily injury and |
| Automobile | Bodily injury \$1,000,000/ <u>person</u> \$1,000,000/ <u>occurrence</u> |
| | Property damage \$1,000,000/ <u>accident</u> |
| Professional Liability, if applicable | \$1,000,000/ <u>claim</u> \$2,000,000 <u>annual aggregate</u> |

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

1. *"The State of Hawaii is added as an additional insured with respect to operations performed for the State of Hawaii."*
2. *"It is agreed that any insurance maintained by the State of Hawaii shall 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.

Automobile liability insurance shall include excess coverage for the Contractor's employees who use their own vehicles in the course of their employment.

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.

The Contractor shall immediately provide written notice to the contracting department or agency should any of the insurance policies be cancelled, limited in scope, or not be renewed upon expiration.

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 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.

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 HAR Section 3-143-403.

X. Opening of Proposals

Upon receipt of a 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 RFP 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 RFP, 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 HAR Sections 3-142-202 and 3-142-203.

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:

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

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.

| Head of State Purchasing Agency | Procurement Officer |
|---|--|
| Name: Patricia McManaman | Name: Pankaj Bhanot |
| Title: Director | Title: Division Administrator |
| Mailing Address: P.O. Box 339 Honolulu, HI 96809-0339 | Mailing Address: P.O. Box 339 Honolulu, HI 96809-0339 |
| Business Address: : 1390 Miller Street, Room 209 Honolulu, HI 96813 | Business Address: 820 Mililani Street, Room 606 Honolulu, HI 96813 |

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

XXI. 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.

XXII. Cost Principles

In order to promote uniform purchasing practices among state purchasing agencies procuring health and human services under HRS Chapter 103F, 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.

Section 2

Service Specifications

Section 2

Service Specifications

I. Introduction

A. Overview, purpose or need

The State of Hawaii, Department of Human Services, hereafter called the "Department", is requesting proposals from qualified applicants to provide domestic violence advocacy services for Temporary Assistance to Needy Families (TANF) program recipients who have or are currently experiencing issues of safety and functioning related to domestic violence which would adversely affect their ability to become self-sufficient. The Public Law 104-193, "Personal Responsibility and Work Opportunity Reconciliation Act of 1996" (PRWORA) and 45 CFR 260.50 through 260.59 authorizes the provision of such services to TANF clients.

B. Planning activities conducted in preparation for this RFP

A Request for Information (RFI) was posted on the SPO website on June 30, 2011, [http://www4.hawaii.gov/bidfiles/DVA % 20RFI@20Ad % 206% 2E15% 2E11 % 2Ehtm](http://www4.hawaii.gov/bidfiles/DVA%20RFI@20Ad%206%2E15%2E11%2Ehtm), to solicit community response to improve the overall service delivery.

C. Description of the goals of the service

The goal of this project is to assist the Department in identifying domestic violence survivors and provide advocacy services to all referred TANF applicants and recipients residing on Kauai who are presently confronting domestic violence related issues, enable them to overcome the barriers presented by domestic violence, and allow them to effectively participate in the First-to-Work program. It is estimated that there will be an average of 50 referrals a month statewide over the term of this contract. Applicants may submit proposals to provide services in this county. This will be further described in Section III, Scope of Work.

D. Description of the target population to be served

The population to be served is the adult TANF applicants and recipients of the Benefit, Employment and Support Services Division (BESSD), who are identified by the Department as individuals with domestic violence related issues.

The Department reserves the right to change the target population after 30 days notice being afforded to the provider affected for the duration of these contract or supplemental agreement(s).

E. Geographic coverage of service

The provider/contractor will be required to serve the TANF eligible domestic violence survivor population on Kauai.

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

This contract is expected to be Federally funded. The maximum amount of funding for fiscal year 2013 (August 1, 2012 through June 30, 2013) is \$43,230 and \$47,160 for each of the four (4) twelve-month extensions subject to availability of funds and provider performance.

II. General Requirements

A. Specific qualifications or requirements, including but not limited to licensure or accreditation

The applicant shall comply with the Chapter 103F, HRS Cost Principles for Purchases of Health and Human Services identified in SPO-H-201 (Effective 10/1//98), which can be found on the SPO website at www.hawaii.gov/spo.

B. Secondary purchaser participation
(Refer to HAR Section 3-143-608)

After-the-fact secondary purchases will be allowed.

Planned secondary purchases will not be allowed.

C. Multiple or alternate proposals
(Refer to HAR Section 3-143-605)

Allowed Unallowed

D. Single or multiple contracts to be awarded
(Refer to HAR Section 3-143-206)

Single Multiple Single & Multiple

E. Single or multi-term contracts to be awarded
(Refer to HAR Section 3-149-302)

- Single term (2 years or less) Multi-term (more than 2 years)

Contract terms:

A single term contract is for the duration of eleven (11) months for the period of August 1, 2012 – June 30, 2013, with the option of four (4) twelve-month extensions not to exceed June 30, 2017 subject to the availability of funds, provider performance, and written notification. The initial period shall commence on the contract start date or Notice to Proceed, whichever is later.

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(s). Written questions should be submitted to the RFP contact person and received by the day and time specified in Section 1, paragraph I (Procurement Timetable) of this RFP.

Kimberly Arista, Program Specialist
Phone: 808-586-7090
Email: karista@dhs.hawaii.gov

III. Scope of Work

The State of Hawaii, Department of Human Services, Benefit, Employment & Support Services Division (BESSD) intends to procure domestic violence advocacy services for TANF applicants and recipients, hereafter referred to as “clients” who have or are currently experiencing issues of safety and functioning related to Domestic Violence which would adversely effect their ability to become self-sufficient and employable. The scope of work encompasses the following tasks and responsibilities:

A. Service Activities

(Minimum and/or mandatory tasks and responsibilities)

1. Administrative Duties

- a) The PROVIDER(s) will oversee the services provided to clients identified as domestic violence survivors and is responsible for the supervision of its advocates and/or other staff.
- b) The PROVIDER(s) additionally will be the point of contact for the Department staff in assisting the client in achieving self-sufficiency as part of the client’s treatment and service plan.
- c) The PROVIDER(s) will make referrals and develop community partners and other service providers appropriate in addressing the client’s treatment related needs.
- d) The PROVIDER(s) will maintain a client database to track client’s progress throughout their participation in the domestic violence

advocacy program.

- e) The PROVIDER(s) will prepare and submit monthly reports and invoices as required by the Department. These documents will be prepared and submitted to the Department 10 days after the end of the month. Monthly invoices will include when applicable, itemized charges for assessment and case management.

2. Program Requirements

- a) Designated staff will comply with all appropriate federal and state laws, rules, regulations, policies, and procedures governing the Department programs and clients including but not limited to, TANF, First-to-Work (FTW), Child Care Connection, and Child Support Enforcement.
- b) Training will be provided to the PROVIDER by the Department if necessary.
- c) The PROVIDER will develop curriculum and materials regarding domestic violence awareness and services available to domestic violence survivors. Training will be available to all Department staff, which may include Departmental and contracted FTW staff (hereafter referred to as FTW staff) and eligibility determination staff in identifying and servicing domestic violence survivors. Topics include, but are not limited to, how to approach the subject of domestic violence, how to maintain sensitivity on this issue, and how to successfully transition domestic violence survivors into self-sufficiency.
- d) Ongoing training may be provided to Departmental staff.
- e) All materials would need to be approved by the Department prior to distribution.

3. Interpreter Services

- a) The PROVIDER must offer language assistance to individuals with limited English proficiency at no cost to the individual.
- b) The PROVIDER will document the offer, and whether the individual declines or accepts the language assistance on the *DHS 5000 Offer and Acceptance or Waiver of Free Interpretive Services*.
- c) The PROVIDER is responsible for the cost of the interpreters and is prohibited from requiring individuals to bring their own interpreters with them to any appointments.
- d) When interpreter services are utilized, *DHS 5050 Interpreter Form*.

4. Intake

- a) Clients will be referred to the domestic violence (DV) advocacy program by the FTW staff. Clients will have completed a DHS 1260

Self Declaration Screening Form and will hand carry the form to the DV advocacy office on the date of the assessment. An appointment will be arranged by the FTW staff for the client with the DV advocacy office when the form is completed.

- b) Clients must be scheduled for an intake within 3 business days from the referral date.
 - c) Any clients arriving at the DV advocacy office without completing a DHS 1260 will be referred back to their FTW staff.
- 5. Assessment**
- a) The purpose of the assessment is to have the DV advocacy provider make a determination on whether the client needs DV services and recommend that the individual is unable to meet program requirements per the State Work Verification Plan. These individuals will be classified as “other work individual” (OWEI). OWEI Clients determined to have DV issues preventing them from meeting program requirements will be considered to have reasonable cause from complying with federally mandated requirements for six months and assistance payments received during this time shall not count toward the time-limit restrictions.
 - b) Clients will be interviewed for an assessment on the date of appointment. A case file will be set up to include all intake documentation and related information to the client’s DV circumstances.
 - c) Assessments will be provided to all referred clients who are in a DV situation to enable them to strive toward the ultimate goal of pursuing self-sufficiency. Assessment services will include but are not limited to the following:
 - (1) Status of a survivor;
 - (2) Lethality of the perpetrator;
 - (3) Emergency safety planning, if needed;
 - (4) Medical/mental health needs review and referral (to determine primary/secondary concerns);
 - (5) Economic self-sufficiency activities through participation in the FTW program;
 - (6) Financial safety planning (to determine financial needs for self-sufficiency);
 - (7) Readiness for change;
 - (8) Referral for legal services;
 - (9) Family support; and
 - (10) Referral to other treatment related resources.

- d) The assessment will identify survivors of domestic violence and evaluate the individual's circumstances while focusing on identifying interventions that would assistance the individual in becoming self-sufficiency.
 - e) Disposition on the assessment must be made within ten (10) days from the date of the appointment with the client. A copy of the signed DHS 1260 will be sent back to the referring FTW unit for processing to the eligibility unit. This recommendation or denial must be done in writing.
 - f) Additionally, a recommendation may be made if there should be a good cause exemption in pursuit of child support enforcement. The Department will make the final determination of child support exemption. These exemptions shall be in force for period necessary to provide the client safety or time to obtain the services that would allow the client to effectively participate in their plan to achieve self-sufficiency.
- 6. Case Management**
- a) All DV advocacy case management services will be provided concurrently with FTW case management services to ensure that the client receives the necessary support to effectively achieve self-sufficiency.
 - b) DV advocacy case management services (hereafter referred to as case management) will include but is not limited to:
 - (1) Individual/group counseling (treating clinical depression, post post traumatic stress);
 - (2) How to problem-solve the effects of domestic violence on the children;
 - (3) How to deal with behaviors of the partner, former partner, or family member;
 - (4) Appropriate boundary setting;
 - (5) Safety planning in daily living and on the job
 - (6) Financial empowerment which may include budgeting, credit repair, and savings plan; and
 - (7) Long term life planning to address transitional goals for wellness, housing, and employment.
 - c) An individual service plan (ISP) will be developed with the client that addresses the individual's treatment/safety needs. A copy of the ISP will be forwarded to the referring worker. The ISP should identify whether the individual is capable to engage concurrently in both DV counseling/treatment and employment related activity.

- d) Referrals will be made to appropriate community resources which may include but are not limited to: medical professionals, legal advocates, shelters, transitional housing, etc. Referrals will be noted in the individuals' case file.
- e) The duration of the ISP will correspond to the first six months of provider services. Plan development will be done between the DV advocate, client, and FTW worker when employment related activity is identified as an appropriate treatment step in the ISP. Employment related activities may include: job readiness training, remedial education, vocational education, etc. in accordance with HAR § 17-656.1.
- f) Updates on the client participation will be provided to the assigned FTW unit via DHS 824 (via the client on the monthly basis) or the DHS 1260A *Domestic Violence Victim Status, Extension, or Termination* (as needed).
- g) Supportive services (discussed below) will be available through the referring FTW unit.

7. Reassessment

- a) The client will be reassessed at the completion of the six month period of the ISP in conference with the assigned FTW unit. The purpose of the reassessment is to determine if the client requires further services to address the domestic violence issues.
- b) A recommendation may be made for another six month extension if the reassessment indicates that the client has not resolved the issues associated with domestic violence.
- c) The written recommendation will be provided to the referring FTW unit via the DHS 1260A.

8. Support Services

- a) The Department provides the following support services for the client: medical services, child care subsidies, transportation, job readiness skills training, and employment services.
- b) The PROVIDER shall make available support services such as referral to law enforcement intervention, interpreter services, etc.

G. Management Requirements (Minimum and/or mandatory requirements)

1. Personnel

The PROVIDER shall provide and maintain adequate staffing to service the geographic areas that are designated to be served. Adequate staffing at a minimum is defined as staffing that is able to address the qualitative and quantitative functions as detailed in Section 2, Item III.A, "Service

Activities.” Sufficient staff shall be in place at the beginning of the contract services. The PROVIDER shall address the qualifications of their personnel to conduct this service.

The PROVIDER shall be responsible for the continuity of services in the event of staff illness, medical emergencies, vacancies, or other situations that result in program resources that are less than proposed and contracted for. The PROVIDER must not require nor depend upon the State Agency’s staff to provide service activities in the event that program resources are not available due to the above situations.

The PROVIDER may opt to use their existing staff or hire new staff to dispense their obligations under the contract. In either case, supervision of the staff assigned to this contract shall come from program management that is already in place and providing services to domestic violence survivors. The PROVIDER shall prorate the work time of the staff in accordance with the total time spent on the work/activities required under this contract.

2. Administrative

Execution of Contract: The successful Applicant will be required to enter into a formal written contract with the Department in accordance with the laws, rules, and regulations of the State of Hawai‘i.

The stated requirements appearing elsewhere in this RFP shall become part of the terms and conditions of the resulting contract. Any deviations thereof must be specifically defined by the Applicant in its proposal which, if successful, will become part of the contract.

The funds available for this procurement are limited. The Department reserves the right to contract for services that are only in the best interest of the Department.

The Department reserves the right to cancel the contract without cause and to request new proposals for the work. Upon award of the work, the Department will forward the formal contract to the successful Applicant for execution. The contract shall be signed by the successful Applicant and returned, together with required insurance documents (including indemnification), and other supporting documents, within ten (10) calendar days after receipt by the Applicant, or within such further time as the Director may allow.

No such contract shall be binding upon the Department until the contract has been fully and properly executed by all the parties thereto and the State Comptroller has, in accordance with HRS Section 103-39, endorsed

thereon his certificate that there is an appropriation or balance of an appropriation over and above all outstanding contracts, sufficient to cover the amount required by the contract during the fiscal year. Further, the contract shall not be considered to be fully executed until the Department of the Attorney General of the State of Hawai'i has approved the contract as to form.

No supplementary agreement shall be binding upon the Department until the agreement has been fully and properly executed by all parties thereto prior to the start date of the agreement. The Applicant shall not provide any services until the agreements are fully and properly executed.

Any work performed by the successful Applicant prior to the execution of the contract shall be at the Applicant's own risk and expense. The State of Hawai'i and the Department are not and will not be liable for any work, contract costs, expenses, loss of profits or damages whatsoever incurred by the successful Applicant prior to the execution of the contract.

Division Procedures: The selected PROVIDER shall follow procedures established by BESSD.

Implementation Plan: After the contracts are awarded, the successful Applicant will be required to submit their finalized implementation plans that include, but are not limited to, detailed description of how they intend to start-up services and an outlined timeline which includes all necessary steps that lead to the start of services and their scheduled dates of completion.

Equipment: The selected PROVIDER shall be responsible to purchase or lease, with the available funding, all the necessary furniture and equipment needed to perform the services. Allowed purchases/leases include office equipment, chairs, desks, file cabinets, bookcases, copiers, facsimile machines, mail meter, desk telephones for the staff, and adequate furniture for a small reception area, as needed, within the limitations of the Chapter 103F, "Cost Principles." Equipment purchased with these government funds shall be the property of the Department.

Hours of Operation: Normal hours of operation shall be 7:45 a.m. to 4:30 p.m., Mondays through Fridays, excluding State Holidays.

3. Quality assurance and evaluation specifications

The contract shall be evaluated based upon performance as described in Section 2, Item III, Scope of Work, listed above. The contract will be reviewed for overall cost effectiveness based upon the overall cost compared to the performance outcome.

4. **Output and performance/outcome measurements**

The PROVIDER will be expected to meet the following outcome and performance measurements, but performance expectations are not limited to these goals.

- Timely assessment of referred clients
- Timely monitoring of clients in ISP activities to ensure compliance with program participation
- Successful completion of program participation in six months or twelve months

5. **Experience**

Applicants must demonstrate a thorough understanding of the purpose and scope of the service activities, as well as the necessary skills, abilities, and knowledge of the proposed services. A proven track record of operating advocacy services for the TANF population serviced under this RFP is desirable and must be validated by business references.

6. **Coordination of services**

Applicants must demonstrate the capability to coordinate services and to collaborate with other offices within the Department, other providers, government agencies, and resources in the community relating to the delivery of the proposed services. Applicants must also state their experience coordinating services with other state agencies or community agencies while providing services similar to those sought under this RFP.

7. **Reporting requirements for program and fiscal data**

a) Monthly Report

Monthly reports shall be prepared separately for each geographical area as listed in Section 2, Item I.E. Each report shall contain the following information:

Intake

- Number of clients referred for assessment
- Number of clients completing assessment
 - Number of clients determined to qualify for DV status
 - Number of clients denied DV status
- Number of intakes with an ISP by end of report month
- Number of intakes completing ISP from the previous month

6 month DV status period

- Number of active clients at the beginning of the month
- Number of active clients at the end of the month
- Number of clients meeting ISP activities
 - Number of clients receiving legal services aid
 - Number of clients participating concurrently in employment related activities
- Number of clients not meeting ISP activities with good cause
- Number of clients not meeting ISP activities without good cause
- Number of clients recommended to terminate DV status
 - Number of clients who failed to accept or participate in ISP activities
 - Number of clients employed 20+ hours/week
 - Number of clients enrolled in > 6 credit hours/week of post secondary education
 - Number of clients voluntarily withdrawing from DV status

6 month extended DV status period

- Number of active clients at the beginning of the month
- Number of active clients at the end of the month
- Number of clients recommended for 6 month extension of DV status
- Number of clients denied 6 month extension of DV status
- Number of clients meeting ISP activities
 - Number of clients receiving legal services aid
 - Number of clients participating concurrently in employment related activities
- Number of clients not meeting ISP activities with good cause
- Number of clients not meeting ISP activities without good cause
- Number of clients recommended to terminate DV status
 - Number of clients who failed to accept or participate in ISP activities
 - Number of clients employed 20+ hours/week
 - Number of clients enrolled in > 6 credit hours/week of post secondary education
 - Number of clients voluntarily withdrawing from DV status

b) Annual Reporting

In addition to the monthly report, the PROVIDER will maintain the unduplicated number of clients served each fiscal year. The number of unduplicated clients will be reported with the final contract reports to the Department.

c) Fiscal Data Reporting

A monthly invoice for operational costs shall be prepared and submitted to the Department in accordance with the Compensation

and Payment Schedule. Additionally, the PROVIDER shall submit a final invoice upon termination of the contract.

Refer to Section 2, Item IV, "Compensation and Method of Payment."

d) Limited English Proficiency Reporting

An interpreter service program report shall be submitted on a quarterly basis. The quarterly report shall contain data regarding interpreter services provided to (LEP) individuals for the report quarter. The Department will provide the standard format for the reports. The report shall include, but is not limited to the following:

- 1) Number of LEP individuals that were offered, declined or required language assistance services;
- 2) The primary language spoken by each LEP person;
- 3) The type of interpreter service provider; and
- 4) The name of the interpreter (and agency, if applicable).

C. Facilities

The PROVIDER shall secure adequate and ADA compliant facilities to provide this service. Such facilities shall consider accessibility and security needs of the population being served.

In addition, the PROVIDER shall establish and maintain direct service location in each geographic location on the neighbor islands as specified in Section 2, Item I.E, "Geographic Coverage of Service."

IV. COMPENSATION AND METHOD OF PAYMENT

The Provider shall submit monthly original invoices specifying the amount due and certifying that services requested under the Agreement have been performed by the Provider according to the Agreement.

Payments shall be made in monthly installments upon the monthly submission by the Provider of the Subgrantee's Invoice and Expenditure Report (hereinafter SIER) in triplicate (an original and two copies). The invoices shall include the Provider's name shown in the Agreement, the Agreement number, and a detailed breakdown of Provider's charges.

The monthly installments shall be determined by the State on a cost reimbursement basis. The SIER shall contain expenditures actually incurred for the performance of the services and a certification of compliance for the preceding month.

Final settlement shall include submission and acceptance of all reports and other materials to be submitted by the Provider to the State, resolution of all discrepancies in performance of services, completion of all other outstanding matters, and receipt of tax clearances.

Compensation shall be based upon the approved budget for July 1, 2012 to June 30, 2013 and subject to continuing availability of Federal funds.

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.

Applicant shall include points of contact, addresses, e-mail/phone numbers. The State reserves the right to contact references to verify experience.

C. Quality Assurance and Evaluation

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

D. Coordination of Services

The applicant shall demonstrate the capability to coordinate services with other agencies and resources in the community.

The applicant should provide a detailed listing of all partnerships to include the dates of service and service activities relative to the procured services.

E. Facilities

The applicant shall provide a description of its facilities and demonstrate its adequacy in relation to the proposed services. If facilities are not presently available, describe plans to secure facilities. Also describe how the facilities meet ADA requirements, as applicable and special equipment that may be required for the services.

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 work assignments/responsibilities, timelines/schedules, sample curriculum, available service material, and individual service planning.

V. Financial

A. Pricing Structure

Applicant shall submit a cost proposal utilizing the pricing structure designated by the state purchasing agency. Refer to Section 2, Item IV, "Compensation and Method of Payment," for additional information. The cost proposal shall be attached to the Proposal Application.

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
- SPO-H-205A
- SPO-H-205B
- SPO-H-205C

- SPO-H-205D
- SPO-H-205E
- SPO-H-205F
- SPO-H-205G
- SPO-H-205H
- SPO-H-205I
- SPO-H-205J

B. Other Financial Related Materials

All financial related materials will be used to assess the applicant's financial ability to provide all startup costs.

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):

- Audit Report (most recent)

2. Tax Clearance Certificate

An original or certified copy of a current (within 3 months), valid tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) shall be submitted with the proposal by the due date and time. The two-part Tax Clearance application (Form A-6) that combines DOTAX and IRS tax clearance shall be used for this purpose.

Substitution allowed: Current (within the period of this RFP) Certificate of Vendor Compliance issued by Hawaii Compliance Express.

VI. Other

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

Evaluation Categories

Possible Points

Administrative Requirements

Proposal Application

100 Points

| | |
|-----------------------------------|-----------|
| Program Overview | 0 points |
| Experience and Capability | 40 points |
| Project Organization and Staffing | 25 points |
| Service Delivery | 25 points |
| Financial | 10 Points |

TOTAL POSSIBLE POINTS

100 Points

Proposals must score a minimum of 62 points to be recommended for award.

III. Evaluation Criteria

A. Phase 1 - Evaluation of Proposal Requirements

1. Administrative Requirements

- Application Checklist
- Registration with State Procurement Office (if not pre-registered)
- Tax Clearance Certificate
- Certifications

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)

Scoring for each item identified below in Sections 1 through 4 is assigned a value of 0 through 5 points. The following is an explanation of the point assignment.

- 5 = Very satisfactory
- 4 = More than satisfactory
- 3 = Satisfactory
- 2 = Less than satisfactory
- 1 = Unsatisfactory
- 0 = Not addressed (no credit)

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 (40 Points)

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

A. Necessary Skills

- Demonstrated skills, abilities, and knowledge relating to the delivery of the proposed services.

B. Experience

- Description of projects/contracts implemented in the last three (3 years) with local and/or state and community service agencies to validate experience relative to the procured services.

C. Quality Assurance and Evaluation

- Described plan and implementation process to address consumer needs and corrective plan of action to improve quality of service.
- Demonstrated understanding and methodology on gathering and reporting data.
- Provide specific measures to ensure staff compliance with Department procedures.

D. Coordination of Services

- Described history of partnerships and collaborations with local and/or other government and community service agencies to deliver proposed services.
- Described plan to develop and coordinate partnerships with government and community social service agencies not yet engaged to deliver the proposed services.

E. Facilities

- Adequacy of facilities with direct service location in each geographic service location relative to the proposed services.

2. Project Organization and Staffing (25 Points)

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

A. Staffing

- **Proposed Staffing:** That the proposed staffing pattern, client/staff ratio, and proposed caseload capacity is reasonable to insure viability of the services. _____
- **Staff Qualifications:** Minimum qualifications (including experience) for staff assigned to the program. _____
- Described contingency plan of maintaining the proposed services in the event of inadequate staffing. _____

B. Project Organization

- **Supervision and Training:** Demonstrated ability to supervise, train and provide administrative direction to staff relative to the delivery of the proposed services. _____
- **Organization Chart:** Approach and rationale for the structure, functions, and staffing of the proposed organization for the overall service activity and tasks. _____

3. Service Delivery (25 Points)

Evaluation criteria for this section will assess the applicant's approach to the service activities and management requirements outlined in the Proposal Application.

- Demonstrate a clear understanding of the target group _____
- Described overall program content and design and understanding of various service activities and sequence of events. _____
- Presented evidence of cooperation and collaboration with DHS including a willingness to follow DHS requirements, policies and procedures. _____
- Provided a work plan for program implementation that is logical, reasonable, and attainable. _____

- Demonstrates knowledge of case documentation and case record maintenance.

5. Financial (10 Points)

- Cost proposal is reasonable and sound for the delivery of the proposed services.

The criteria below will be scored with a pass (score=5) or fail (score=0).

- Demonstrated solid financial stability and adequate accounting practices

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
- C. Sample Forms and Reports
 - i. DHS 5000 *Offer and Acceptance or Waiver of Free Interpretive Services*
 - ii. DHS 5050 *Interpreter Form*
 - iii. DHS 1260 *Self-Declaration Screening Form*
 - iv. DHS 824 *First-to-Work Program Domestic-Violence and/or Treatment Rehabilitation Services Form*
 - v. DHS 1260A *Domestic Violence Victim Status, Extension, or Termination*
 - vi. Sample Monthly Report Form

Proposal Application Checklist

Applicant: _____

RFP No.: _____

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 |
|--|------------------|---|-------------------------------|------------------------|
| General: | | | | |
| Proposal Application Identification Form (SPO-H-200) | Section 1, RFP | SPO Website* | X | |
| Proposal Application Checklist | Section 1, RFP | Attachment A | X | |
| Table of Contents | Section 5, RFP | Section 5, RFP | X | |
| Proposal Application (SPO-H-200A) | Section 3, RFP | SPO Website* | X | |
| Tax Clearance Certificate (Form A-6) | Section 1, RFP | Dept. of Taxation Website (Link on SPO website)* | X | |
| Cost Proposal (Budget) | | | | |
| SPO-H-205 | Section 3, RFP | SPO Website* | X | |
| SPO-H-205A | Section 3, RFP | SPO Website* Special Instructions are in Section 5 | X | |
| SPO-H-205B | Section 3, RFP, | SPO Website* Special Instructions are in Section 5 | X | |
| SPO-H-206A | Section 3, RFP | SPO Website* | X | |
| SPO-H-206B | Section 3, RFP | SPO Website* | X | |
| SPO-H-206C | Section 3, RFP | SPO Website* | X | |
| SPO-H-206D | Section 3, RFP | SPO Website* | X | |
| SPO-H-206E | Section 3, RFP | SPO Website* | X | |
| SPO-H-206F | Section 3, RFP | SPO Website* | X | |
| SPO-H-206G | Section 3, RFP | SPO Website* | X | |
| SPO-H-206H | Section 3, RFP | SPO Website* | X | |
| SPO-H-206I | Section 3, RFP | SPO Website* | X | |
| SPO-H-206J | Section 3, RFP | SPO Website* | X | |
| Certifications: | | | | |
| <i>Federal Certifications</i> | | Section 5, RFP | | |
| 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 | | |
| Program Specific Requirements: | | | | |
| Job Descriptions for all Personnel | | | | |
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Authorized Signature

Date

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OFFER AND ACCEPTANCE OR WAIVER OF FREE INTERPRETER SERVICES

Case Name: _____ Case Number: _____
Worker: _____ Unit: _____
Phone: _____

The Department of Human Services (DHS) has offered an interpreter at no cost to me, if English is not my primary language.

| |
|---|
| 1. ENGLISH is my primary language: <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 2. <input type="checkbox"/> I do not need an interpreter. If you do not need an interpreter go to part 4 and sign below: <input type="checkbox"/> I need an interpreter for the following language: _____ If you need an interpreter, go to part 3, and check the box that applies to you. |
| 3. <input type="checkbox"/> I want DHS to provide an interpreter at no cost to me. <input type="checkbox"/> I do not want an interpreter provided by DHS, and I will provide my own. <ul style="list-style-type: none">• I understand that DHS may secure an independent interpreter to observe my interpreter to ensure the accuracy of the communications.• I understand that the use of family or friends as interpreters may not be the most effective way to help me access the benefits and services that DHS provides.• I understand that DHS does not recommend the use of family members or friends as interpreters and prohibits the use of minors (no one under age 18) as interpreters.• I understand that if I do not want interpreter services at this time, I have the right to change my mind in the future and have DHS provide free interpreter services at that time or bring an interpreter of my choice. |
| 4. I have read and understand the information on this form. If I have questions or concerns, I can contact the worker listed above. |
| Print Name: _____ |
| Signature: _____ Date: _____ |

INTERPRETER FORM

Name: _____ Language: _____

Phone No.: _____ E-mail Address: _____

DHS Division/Branch/Section/Unit: _____

DHS Position Title: _____

Company: _____

Address: _____

For DHS Staff Volunteer Interpreter:

I would like to be on the DHS list of volunteer interpreters. I will inform the DHS Personnel Office, Civil Rights Compliance Staff, if I no longer want to volunteer as an interpreter.

I do not want to be on the DHS List of Volunteer Interpreters; however I will provide interpreter services for _____.

For Family And Friends Providing Interpreter Services:

Name of person you are interpreting for: _____

Your relationship to the person you are interpreting for: _____

I state that the following are true:

I have read and understand the Interpreter Code of Ethics (on the back of this form), and agree to follow it when providing interpreter services;

I am 18 years of age or older; and,

Check as applicable:

Fluency:
Fair Good Excellent

I can communicate in English and the language listed above; _____

I can interpret to and from English and the language listed above; _____

I can translate written English to the language listed above; _____

I can translate the written language listed above to English; _____

Unless otherwise approved by DHS, I understand that my services are voluntary and I will not receive extra pay from DHS for providing interpreter services.

(Signature)

Date

Interpreter Code of Ethics

1. Accuracy

- a. Interpreters shall convey the message and tone of the speakers accurately and completely, without adding or deleting anything.
- b. Interpreters shall accurately interpret offensive language, obscenities, and sexual terminology and shall maintain composure while interpreting in emotionally charged situations.
- c. Interpreters shall seek clarification when needed.
- d. Upon recognizing that a communication may have been misunderstood, interpreters may bring the possible misunderstanding to the attention of the provider, who will decide how to resolve it. (Not to be done in legal proceedings.)

2. Confidentiality

- a. Interpreters shall keep confidential all assignment-related information and shall not divulge any information obtained through their assignments, including but not limited to information gained through access to documents or other written materials.

3. Impartiality

- a. Interpreters shall refrain from accepting an assignment when family, personal or professional relationships affect impartiality.
- b. Interpreters shall reveal any relationship with a party that might be perceived as a conflict of interest.
- c. Interpreters shall demonstrate respect toward all persons involved in the interpreting situation and shall act in a manner that is neutral, impartial, unbiased and culturally sensitive.

4. Role Boundaries

- a. Interpreters shall use first person speech to help facilitate as much direct communication as possible.
- b. Interpreters shall maintain proper role boundaries, avoiding all unnecessary contact with the parties during and outside the interpreting situation.
- c. Interpreters shall not interject personal opinions or give counsel or advice to individuals for whom they are interpreting.

5. Professionalism

- a. Interpreters shall arrive punctually at the appointed location, prepared and dressed appropriately.
- b. Interpreters hired by an agency shall not promote their own business directly with the agency's customers or accept/request gratuities or additional fees from them.
- c. Interpreters shall accurately represent their qualifications, training and experience, and shall refrain from accepting assignments for which they are not qualified.
- d. Interpreters shall participate in continuing education programs when available.
- e. Interpreters seek evaluative feedback in order to improve their performance.

*Adopted from Dr. Suzanne Zeng, Center for Interpretation and Translation Studies, University of Hawaii
Revised June 2009*

SELF-DECLARATION SCREENING FORM TO CLAIM DOMESTIC VIOLENCE VICTIM STATUS

I. PURPOSE

A household that contains a member who is determined by the department's contracted Domestic Violence Agency (DVA) to be a victim of domestic violence, shall be eligible for domestic violence victim status. The domestic violence victim status shall be for a six-month period and shall exempt the household from the five year time limit and the 20% grant reduction, however the domestic violence victim shall comply with domestic violence treatment services and the participation requirements of the First-to-Work program as a condition of eligibility. Failure to cooperate with treatment services without good cause will result in the termination of financial assistance. In certain situations, the domestic violence victim status may be extended for an additional six-month period.

DOMESTIC VIOLENCE VICTIM STATUS CRITERIA

Please answer the following questions:

- | | | |
|--|--------------------------|--------------------------|
| | YES | NO |
| 1. Are you working 20 hours or more per week? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Are you attending school for more than six (6) credit hours per week? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Does domestic violence make it difficult for you to go to work or attend school? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. What is your relationship to the perpetrator of the domestic violence? | | |
| 5. Which of the following protective actions have you taken as a result of the domestic violence inflicted by the alleged perpetrator? | | |
| a. <input type="checkbox"/> I have a current court order protecting me or a member of my family from the alleged perpetrator. | | |
| b. <input type="checkbox"/> I am a party to a pending divorce or custody action which involves issues of current or past domestic violence. | | |
| c. <input type="checkbox"/> Within the past twelve (12) months, I have stayed in a domestic violence shelter. | | |
| d. <input type="checkbox"/> Within the past twelve (12) months, I had to stay with a friend or relative to escape from the domestic violence and my friend or relative who is willing to provide a sworn statement of this. | | |
| e. <input type="checkbox"/> Within the past twelve (12) months, I or a member of my household has been a victim of an incident of domestic violence which resulted in the arrest, arraignment or conviction of the alleged perpetrator of the abuse. | | |
| f. <input type="checkbox"/> Within the past twelve (12) months, I or a member of my household has received inpatient or outpatient treatment for psychological, physical or emotional abuse as a result of domestic violence. | | |
| g. <input type="checkbox"/> Within the past twelve (12) months, I or a member of my household has been hospitalized or received emergency room treatment for medical or psychological injuries as a result of domestic violence. | | |
| h. <input type="checkbox"/> Within the past twelve (12) months, the alleged perpetrator has threatened me or a member of my household with death or grievous bodily injury | | |

APPOINTMENT WITH THE DOMESTIC VIOLENCE AGENCY

You must contact the Domestic Violence Agency (DVA) and make an appointment within 5 (five) days. Your DHS Worker will inform you of the address and telephone number to call and may assist you in contacting the DVA.

PROVIDING PROOF

Once you have met with your DVA advocate, you will need to provide the Domestic Violence Agency (DVA) with the proof needed to determine whether or not your household is eligible for a domestic violence victim status. The following are examples of the kinds of proof that you must provide to prove your claim of domestic violence: 1) court documents; 2) medical records; 3) police records; 4) letter/verification from a domestic violence agency; or 5) a sworn statement from a friend or relative with whom you have sought shelter to avoid continued abuse. Based on the proof you provide, the DVA will decide if you are eligible.

You will be informed of the DVA's decision in writing. *Note: If you do not want this decision or any other domestic violence information to be mailed to your home, please advise your DHS Worker.* **DO NOT MAIL THIS TO MY HOME.**

CERTIFICATION

I have read this notice. I would like to claim domestic violence victim status. I agree to submit any necessary verification of my claim to the DVA advocate.

| | | |
|----------------------------------|-------------------------------|----------------|
| Applicant/Recipient Name (Print) | Applicant/Recipient Signature | Date (m/d/yy) |
| Applicant/Recipient Address | Phone No. | |
| DHS Worker Name | Unit Name and Address | Unit Phone No. |

II. FOR OFFICIAL (DOMESTIC VIOLENCE AGENCY) USE ONLY

Document verification received:

Client failed to submit verification to prove the claim of domestic violence. The request for a domestic violence victim status is denied.

Client submitted verification, but the verification does not establish domestic violence in accordance with the Department's criteria.

The request for a domestic violence victim status is denied because _____

Client's verification confirms the claim of domestic violence in accordance with the Department's established criteria. Domestic violence victim status has been approved from: _____ to _____

| | | |
|--|----------------------------|---------------|
| Signature of Domestic Violence Agency Advocate | Agency Name / Phone Number | Date (m/d/yy) |
|--|----------------------------|---------------|

DOMESTIC VIOLENCE VICTIM STATUS, EXTENSION OR TERMINATION

| | |
|--------------------------------------|--------------------------------------|
| TO: Unit _____ | FROM: Unit _____ |
| Address _____ | Address _____ |
| _____ | _____ |
| Worker _____ | Worker _____ |
| Phone _____ FAX: _____ | Phone _____ FAX: _____ |

RE: _____

| | |
|---|-------------------|
| Client Name _____ | Date Mailed _____ |
| Case Name (if different from above) _____ | Case Number _____ |

EXTENSION OF DOMESTIC VIOLENCE VICTIM STATUS Completed by domestic violence agency (DVA)
file original, copies to EW and FTW

- Recommended, based on assessment from: _____ to _____
(six-month extension) month/day/year month/day/year
- The DV victim has maintained active participation with the DVA during the initial six-month period.
- The perpetrator of domestic violence is not residing in the same home as the DV victim.
- Denied, based on assessment effective: _____ for the following reasons:
month/day/year
 - The DV victim has *not* maintained active participation with the DVA during the initial six-month period.
 - The perpetrator of domestic violence *is* residing in the same home as the DV victim.

TERMINATION OF DOMESTIC VIOLENCE VICTIM STATUS Completed by DVA or DHS,
file original, copies to DVA/EW and FTW

Domestic violence victim status shall be terminated effective: _____
(month / day / year)

(Check the applicable reasons below.)

- Failed to accept or participate without good cause in activities developed in a service plan by DVA or DV advocate. (Send form to FTW; FTW to notify EW.)
- Employed twenty (20) or more hours per week.
- Enrolled in more than six (6) credit hours per week of post-secondary education courses.
- Has voluntarily withdraw claim of domestic violence.
- Other reasons:

Rescinded on: _____ because: _____
(month / day / year)

