

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

## Registration Form For Online Solicitations

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

**Solicitation Information:**

Number:	RFP No. F13-047
Title:	Alternative Learning Center for The Department of Education Leeward District
Deadline:	2:00 p.m. Hawaii Standard Time, <b>March 11, 2013</b>
Contact Person:	Lois Mow
Contact's e-mail Address:	Lois_Mow@notes.k12.hi.us

**Offeror Information:**

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

State of Hawaii  
Department of Education  
Leeward District

## **Request for Proposals**

# **RFP No. RFP F13-047 Alternative Learning Center for The Department of Education Leeward District**

January 22, 2013

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

January 22, 2013

**REQUEST FOR PROPOSALS**

**ALTERNATIVE LEARNING CENTER FOR  
THE DEPARTMENT OF EDUCATION LEEWARD DISTRICT  
RFP No. RFP F13-047**

The Leeward District (LD) of the Department of Education (DOE) is requesting proposals from qualified applicants to provide alternative education services for eligible LD students. Contract for these services is expected to begin on July 1, 2013 through June 30, 2014.

Proposals shall be mailed, postmarked by the United States Postal Service on or before March 11, 2013, and received no later than 10 days from the submittal deadline. Hand delivered proposals shall be received no later than 2:00 p.m., Hawaii Standard Time (HST), on March 11, 2013, at the drop-off site 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 Leeward District will conduct an orientation on February 8, 2013 from 2:00 p.m. to 4:00 p.m. HST, at the Leeward District Office Conference Room, 601 Kamokila Blvd. Room 588, Kapolei, Hawaii 96707. All prospective applicants are encouraged to attend the orientation.

The deadline for submission of written questions is 4:00 p.m., HST, on February 11, 2013. All written questions will receive a written response from the State on or about February 13, 2013.

Any inquiries and requests regarding this RFP should be directed to the Procurement and Contracts Branch at 94-275 Mokuola Street, Room 200, Waipahu, Hawaii 96797, telephone: (808) 675-0130, fax: (808) 675-0133, e-mail: lois\_mow@notes.k12.hi.us.

## PROPOSAL MAIL-IN AND DELIVERY INFORMATION SHEET

**NUMBER OF COPIES TO BE SUBMITTED:**

**ONE (1) ORIGINAL AND FIVE (5) COPIES**

ALL MAIL-INS SHALL BE POSTMARKED BY THE UNITED STATES POSTAL SERVICE (USPS) NO LATER THAN *March 11, 2013* and received by the state purchasing agency no later than 10 days from the submittal deadline.

**All Mail-ins**

Department of Education  
Procurement and Contracts Branch  
Waipahu Civic Center  
94-275 Mokuola Street, Room 200  
Waipahu, HI 96797

**DOE RFP COORDINATOR**

Lois Mow, DOE Procurement Office  
For further info. or inquiries  
Phone: (808) 675-0130  
Fax: (808) 675-0133  
email: lois\_mow@notes.k12.hi.us  
(interest forms, written questions, etc.)

ALL HAND DELIVERIES SHALL BE ACCEPTED AT THE FOLLOWING SITE UNTIL **2:00 P.M., Hawaii Standard Time (HST), March 11, 2013.** Deliveries by private mail services such as FEDEX shall be considered hand deliveries. Hand deliveries shall not be accepted if received after 2:00 p.m., March 11, 2013.

**Drop-off Site**

**Oahu:**

Department of Education  
Procurement and Contracts Branch  
Waipahu Civic Center  
94-275 Mokuola Street, Room 200  
Waipahu, Hawai'i 96797

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# **Section 1**

## **Administrative Overview**



## 1.2 Website Reference

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

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

### Non-SPO websites

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

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

## 1.3 Authority

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

## 1.4 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.

## 1.5 Contracting Office

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

Department of Education  
Leeward District  
601 Kamokila Boulevard #588  
Kapolei, HI 96707  
Phone: (808) 692-8000 Fax (808) 692-7899

## 1.6 RFP Contact Person

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

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

## 1.7 Orientation

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

**Date:** February 8, 2013      **Time:** 2:00 p.m.-4:00 p.m.  
**Location:** Leeward District Office Conference Room,  
601 Kamokila Blvd. Room 588, Kapolei, Hawaii 96707

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

## 1.8 Submission of Questions

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

Deadline for submission of written questions:

**Date:** February 11, 2013      **Time:** 4:00 p.m.      HST

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

**Date:** February 13, 2013

## 1.9 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 subsection 1.2, Website Reference. Refer to the Section 5, Proposal Application Checklist for the location of program specific forms.

1. **Proposal Application Identification (Form SPOH-200)**. Provides applicant proposal identification.
2. **Proposal Application Checklist**. The checklist provides applicants specific program requirements, reference and location of required RFP proposal forms, and the order in which all proposal components should be collated 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 SPOH-200A).** Applicant shall submit comprehensive narratives that address all proposal requirements specified in Section 3, Proposal Application Instructions, including a cost proposal/budget, if required.
- B. **Program Specific Requirements.** Program specific requirements are included in Sections 2 and 3, as applicable. Required Federal and/or State certifications are listed on the Proposal Application Checklist in Section 5.
- C. **Multiple or Alternate Proposals.** Multiple or alternate proposals shall not be accepted unless specifically provided for in Section 2. 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. **Hawaii Compliance Express (HCE).** All providers shall comply with all laws governing entities doing business in the State. Providers shall register with HCE for online compliance verification from the Hawaii State Department of Taxation (DOTAX), Internal Revenue Service (IRS), Department of Labor and Industrial Relations (DLIR), and Department of Commerce and Consumer Affairs (DCCA). There is a nominal annual registration fee (currently \$12) for the service. The HCE's online "Certificate of Vendor Compliance" provides the registered provider's current compliance status as of the issuance date, and is accepted for both contracting and final payment purposes. Refer to **subsection 1.2, Website Reference**, for HCE's website address.
- **Tax Clearance.** Pursuant to HRS §103-53, as a prerequisite to entering into contracts of \$25,000 or more, providers are required to have a tax clearance from DOTAX and the IRS. (See subsection 1.2, Website Reference for DOTAX and IRS website address.)
  - **Labor Law Compliance.** Pursuant to HRS §103-55, providers shall be in compliance with all applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety. (See subsection 1.2, Website Reference for DLIR website address.)
  - **DCCA Business Registration.** Prior to contracting, owners of all forms of business doing business in the state except sole proprietorships, charitable organizations, unincorporated associations and foreign insurance companies shall be registered and in good standing with the DCCA, Business Registration Division. Foreign insurance companies must register with DCCA, Insurance Division. More information is on the DCCA website. (See subsection 1.2, Website Reference for DCCA website address.)

- E. **Wages Law Compliance.** If applicable, by submitting a proposal, the applicant certifies that the applicant is in compliance with HRS §103-55, Wages, hours, and working conditions of employees of contractors performing services. Refer to HRS §103-55, at the Hawaii State Legislature website. (See subsection 1.2, Website Reference for DLIR website address.)
- F. **Campaign Contributions by State and County Contractors.** HRS §11-355 prohibits campaign contributions from certain State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body. Refer to HRS §11-355. (See subsection 1.2, Website Reference for Campaign Spending Commission website address.)
- 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, or as amended. 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, or as amended. Proposals shall be rejected when:
  1. Postmarked after the designated date; or
  2. Postmarked by the designated date but not received within 10 days from the submittal deadline; or
  3. 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.

## **1.10 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 with HAR §3-143-403.

## 1.11 Opening of Proposals

Upon the state purchasing agency's receipt of a proposal 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.

## 1.12 Additional Materials and Documentation

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

## 1.13 RFP Amendments

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

## 1.14 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 final revised proposal. *The applicant shall submit **only** the section(s) of the proposal that are amended, along with the Proposal Application Identification Form (SPOH-200).* After final revised proposals are received, final evaluations will be conducted for an award.

## 1.15 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 interest of the State.

## 1.16 Costs for Proposal Preparation

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

## 1.17 Provider Participation in Planning

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

are required

are not required

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

Provider participation in a state purchasing agency's efforts to plan for or to purchase health and human services prior to the release of a 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 §§3-142-202 and 3-142-203.

## **1.18 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 §3-141-201)
- (2) Rejection for inadequate accounting system. (HAR §3-141-202)
- (3) Late proposals (HAR §3-143-603)
- (4) Inadequate response to request for proposals (HAR §3-143-609)
- (5) Proposal not responsive (HAR §3-143-610(a)(1))
- (6) Applicant not responsible (HAR §3-143-610(a)(2))

## **1.19 Notice of Award**

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

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

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

## **1.20 Protests**

Pursuant to HRS §103F-501 and HAR Chapter 148, an applicant aggrieved by an award of a contract may file a protest. The Notice of Protest form, SPOH-801, and related forms are available on the SPO website. (See subsection 1.2, Website Reference for website address.) Only the following matters may be protested:

- (1) A state purchasing agency's failure to follow procedures established by Chapter 103F of the Hawaii Revised Statutes;

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

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

<b>Head of State Purchasing Agency</b>	<b>Procurement Officer</b>
Name: Andrell Beppu Aoki	Name: Heidi Armstrong
Title: Director, OFS/PCB	Title: Complex Area Superintendent
Mailing Address: 94-275 Mokuola Street, Room 200 Waipahu, HI 96797	Mailing Address: 601 Kamokila Boulevard, #588 Kapolei, HI 96707
Business Address: Same as above.	Business Address: Same as above.

### **1.21 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.

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

The general conditions that will be imposed contractually are on the SPO website. (See subsection 1.2, Website Reference for website address.) Special conditions may also be imposed contractually by the state purchasing agency, as deemed necessary.

### **1.23 Cost Principles**

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 SPOH-201, which is available on the SPO website. (See subsection 1.2 Website Reference for website address.) 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

### 2.1 Introduction

#### A. Overview, purpose or need

The Hawaii Department of Education (DOE) administers the statewide system of public schools. The scope of educational programs and services of the public schools encompasses grades kindergarten through twelve, and such pre-school programs and community/adult education curricula as may be authorized. In addition to regular programs of instruction and support services, the DOE offers special programs and services for students who are disabled, gifted, learning English as a second language, economically and culturally disadvantaged, school-alienated, or institutionally confined. Applicable Federal and State statutes and regulations govern the provision of some behavioral health services (i.e., 34 C.F.R. Section 300 and Hawaii Administrative Rules (HAR) Chapters 61 and 60).

In accordance with the Individuals with Disabilities Education Act (IDEA) and Section 504 – Subpart D of the Rehabilitation Act of 1973 (as amended in 1974), the Department strives to provide a free appropriate public education (FAPE) for students with educational disabilities in the least restrictive environment (LRE). The DOE recognizes the need for a full array of continuum of alternate placements along the least restrictive environment continuum.

The purpose of this request for proposals (RFP) is to solicit private providers of Alternative Learning Center (ALC) programs, able to assist students in meeting the requirements of the Common Core State Standards, the high school graduation requirements, the General Learner Outcomes (GLOs) and College and Career Readiness. Interested providers need to develop appropriate academic proficiencies, social behaviors and emotional competencies of the referred students through alternative educational and behavioral health services, with the intent of assisting students to return to their regular school campus.

The DOE anticipates the need to develop contracts to augment services provided by DOE employees in the provision of a variety of intervention and treatment services that reflect the Comprehensive Student Support Services (CSSS) educational model.

The CSSS educational model is a strengths-based, multidisciplinary team decision-making model focusing on learning and personal development. It is based upon the understanding that an individual's capacity to meet expectations is the result of the unique inherent characteristics and previous learning opportunities. It promotes the

early identification of new learning opportunities to further increase the social, emotional and behavioral repertoire of students.

The DOE, upon evaluating all responsive and responsible Proposals, will select and award the contract determined to be the most advantageous. Refer to Section 4 – Evaluation for a detailed explanation of the evaluation criteria.

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

The issuance of a Request for Information (RFI) meeting for this RFP was waived by the head of purchasing agency in accordance with Chapter 103F Hawaii Administrative Rules (HAR) §3-142-202(e), Waiver for good cause. In preparation for the drafting of this RFP, the DOE reviewed the workload of DOE's staff, the Department's experience with relevant services, and information and suggestions received during the course of the previous contract cycle.

**C. Description of the service goals**

As part of an integrated programmatic approach, these services are designed to provide the personalized support necessary to enable students to successfully engage in a standards-based education. The primary goal is to remove barriers to learning through the provision of academic and behavioral health services to students, emphasizing the development of skills necessary to meet the social, emotional and behavioral demands of academic learning and the school community environment.

Intervention and treatment services provided are to be integrated with DOE employee-provided or contracted services in order to ensure timely and appropriate access to a full array of educational and behavioral services that are organized in a coordinated and collaborative manner in an accountable, cost effective, performance-based system for providing services to assist all students to achieve.

Program Objectives and Description:

- 1) To enable the students to meet the requirements of the Common Core State Standards, General Learner Outcomes, the high school graduation requirements, and College and Career Readiness.
- 2) To develop appropriate social behaviors and emotional competencies of the referred students.
- 3) To enable students to return to their regular school program prepared to integrate successfully in their home school setting

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

Students in middle, intermediate and high school, grades 6-12, identified as at-risk are referred to the program for servicing or if the student's behavior and actions jeopardize the safety and well-being of other students on the regular school campus. The placement of a student in the program is determined by any one of the three Leeward District Complex Area Superintendents (CAS).

The number of identified students requiring services will vary, but number on average sixty (60) per day referred from Leeward District schools.

Students who are eligible for the services described in this RFP meet one or more of the following criteria:

1. The student is school-alienated and requires an alternative education program in an off-campus setting;
2. The student's behavior violates established rules of the DOE, State or local criminal laws as described in HAR sections 8-19-1 through 8-19-26, of Chapter 19, Student Misconduct, Discipline School Searches and Seizures, Reporting Offenses, police Interviews and Arrests, and Restitution for Vandalism and Negligence;
3. The student has an Individual Education Plan (IEP) or is suspected of having a disability described in HAR Sections 8-56-16 to 8-56-29 or needs special education and related services because of the disability;
4. The student has a modification plan (MP) developed under criteria described in HAR Sections 8-53-1 through 8-53-38, that is, a student eligible for services under Chapter 61 (Section 504) criteria;
5. The student is currently exhibiting severe social, emotional, or behavioral deficits and is in need of behavioral or mental health services in order to benefit from their free and appropriate public education or
6. The student by the nature of their actions, misconduct and/or disability requires unique and intensive educational programming.

**E. Geographic coverage of service**

The services are to be provided for eligible students enrolled in one of the following Leeward District Secondary Schools:

<b>Complex</b>	<b>School Name</b>
Campbell	Ewa Makai Middle
	Ilima Intermediate
	James Campbell High
Kapolei	Kapolei Middle
	Kapolei High
Nanakuli	Nanakuli High and Intermediate
Pearl City	Highlands Intermediate
	Pearl City High
Waianae	Waianae Intermediate
	Waianae High
Waipahu	Waipahu Intermediate
	Waipahu High

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

It is expected that State funds will be used to support these services.

Funding is subject to availability. It is expected that the current level of funding in the amount of approximately \$ 190,000.00 will be allocated for this contract period.

## 2.2 Contract 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

## 2.3 General Requirements

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

Applicant must hold an appropriate certification or license to practice independently, for those activities restricted by licensure laws, or ensure and demonstrate the availability of appropriate supervision.

### B. Secondary purchaser participation

(Refer to HAR §3-143-608)

After-the-fact secondary purchases will be allowed.

Planned secondary purchases

The secondary purchaser will execute a separate contract.

### C. Multiple or alternate proposals

(Refer to HAR §3-143-605)

Allowed                       Unallowed

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

(Refer to HAR §3-143-206)

Single                       Multiple                       Single & Multiple

Criteria for multiple awards:

Contract shall be awarded to the Proposal earning the highest score, providing that the Proposal earns at least seventy (70) points. If a Proposal does not score at least seventy (70) points, the Proposal will be considered non-responsive and will not be considered for award.

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

(Refer to HAR §3-149-302)

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

Contract terms:

Initial Term of Contract	One (1) year
Length of each extension	One (1) year
Number of possible extensions	Two (2) extensions
Maximum length of contract	Three (3) years
Initial period	Shall commence on the contract start date
Conditions for extension	Extension must be in writing, must be executed prior to expiration and is contingent upon potential changes to DOE's approach to service delivery, availability of funding beyond first year, and upon mutual agreement

**2.4 Scope of Work**

The scope of work encompasses the following tasks and responsibilities:

**A. Service Activities**

(Minimum and/or mandatory tasks and responsibilities)

Applicant is the entity or agency that submits a Proposal under this RFP. The Contractor is the Applicant submitting the most advantageous Proposal that will ultimately enter into an Agreement with the DOE under this RFP. Services required by the Department and the Contractor that provides services may be referred to as the Program. Hereinafter, Applicant, Contractor and Program are used interchangeably, but refer to the Provider of the proposed or actual services.

Contractor is to provide an alternative education program for an average of sixty (60) identified Leeward Oahu students a day for the period of the Contract, following the official DOE Single School Calendar. Multi-track students placed at the site will follow the DOE Single School Calendar. The identified students may be regular, 504, or certified special education students.

Contractor shall provide a structured educational learning environment with integrated educational and behavioral health services for students experiencing serious emotional/behavioral disturbances that interfere with their ability to function in a structured school classroom and places them at risk for more restrictive placements. The Contractor is required to provide an instructional component to enable students to continue their academic program, and a comprehensive

counseling component which provides counseling services for the students and families.

## **WORK ACTIVITIES**

### **1. Referral and Intervention/Transition Planning**

- a. Program staff will contact school point of contact for consultation and information sharing. Upon acceptance to the program, home school will provide student course schedule. Contractor or home school can convene an initial transition meeting if necessary. Every two weeks an agreed upon checklist will be shared with home school point of contact. Checklist to include student's attendance, behavior, academic progress. At any time a meeting can be called by either contractor or home school to address specific concerns.
- b. Programs will accept students identified by any one of the three CASs using the criteria described in section "D. Description of the Target population to be served." Referral of these students shall be at the sole discretion of the CASs, or their designated representatives. The Contractor shall not reject any student referral.
- c. For students, placement in the Program should be temporary, term-limited intervention, with the goal of returning the general education learning environment on a regular school campus. Any placement decisions should be supported by a plan to transition (initiated by contractor) the student back to a general education setting as soon as appropriate. Evidence based interventions will be the primary mode of service delivery used to address student specific need.
- d. Once notified, intake and placement will occur within ten (10) calendar days. Program staff will collaborate with DOE to develop an appropriate transition plan for entry/exit into the program within ten (10) calendar days of the date placement determination is made. At the same time, base line data will be reviewed and exit criteria determining student transition back to a less restrictive environment will be quantified.
- e. All referral materials, including functional behavior assessment and IEP/MP/behavior support plans will be reviewed with all staff expected to be involved in instruction or service provision.

### **2. Exit Transitions**

- a. Transitions will occur in accordance with the following steps:
  1. Program staff and DOE personnel, and home school representative collaboratively develop a transition plan to support the student's successful return to the home school campus within ten (10) calendar days prior to the transition date and/or, if appropriate, in accordance with the student's IEP/MP; transition coordination with home school will be initiated by contractor no later than two weeks prior to student's proposed exit from program;
  2. There will be no exit without an IEP/MP change of placement decision for students in special education/with 504 modification plans;

3. The program will provide all educational information to the home school upon student's return so that all credits can be issued.

**3. Program Calendar**

- a. The program calendar will follow the Department of Education (DOE) single school calendar, for the term of this contract. For a listing of the current school calendars refer to the following webpage:  
<http://doe.k12.hi.us> Refer to the list of schools in E. Geographic Coverage of Service for school names.
- b. Program will follow the DOE Single Track School Calendar.

**4. Program Schedule**

Students schedules shall be flexible, to include full day, extended day classes and tutoring services. The Program will be open to students at least six (6) hours per day, five (5) days a week, with extended learning hours for tutoring during the school year according to the student's home school calendar and excluding observed DOE, State and Federal holidays.

**5. Curriculum/Educational Plan**

- a. The Program shall include an educational plan which describes a standards-based, Common Core curriculum. The plan must include instructional approach(es) and must align these approaches with classroom learning assessments, daily/weekly School Schedule of Courses and Classes, and action plans for Counseling Services and Transitions. Online learning, supplementing the contractor's curriculum, should be used as necessary to meet home school program requirements. Educational components will be broad enough to meet each student's unique educational needs including students with IEP/MP goals/objectives and are aligned with DOE educational philosophy and complement student's educational curriculum.
- b. The CAS reserves the right to require modifications or reject any of the content of the proposed curriculum program and services. In the event the content cannot be established by the mutual agreement of the parties, the CAS may reject any proposal as non-responsive.

**6. Academic Instruction**

- a. Provide Standards-based instruction which meet the student's academic needs in Core content areas of English Language Arts, Mathematics, Science and Social Studies; and other courses required for high school graduation/completion. Instruction must also provide standards-based educational services as directed by the individual education plan (IEP) for all certified special education students and/or an MP for students with 504 modifications.
- b. The Program shall provide formative, remedial, or specialized instruction to all students performing below proficiency to address learning gaps and increase student achievement.

**7. Student Discipline**

- a. Program shall include student discipline procedures in accordance with Chapter 19 and/or Chapter 60 guidelines. Exiting a student early due to disciplinary measures requires mutual agreement between provider and the Complex Area Superintendent. A written or email report of any infractions or occurrences shall be provided to the designated administrator of the student's home school within five (5) business days of the incident using the Incident Report form attached in Section 5 of this RFP. If the Applicant would like to utilize an incident report form other than the DOE Incident report form, the Applicant shall submit a sample form with the Proposal, and request the form be considered for substitution. Approval of Applicant's form as a substitute for the DOE Incident form will be at the discretion of the CAS. If the form is accepted, the Applicant will be notified at time of contract award.
- b. The following forms of discipline are prohibited: degrading punishment, corporal or other physical punishment, forced physical exercise solely for the purpose of eliminating behavior rather than for instructive or athletic value, punitive work assignments, group punishment for individual behavior, medication for the purpose of punishment, extended isolation of the student, deprivation of student rights or needs, painful aversive stimuli, use of seclusion or mechanical restraints, use of any locked facilities or the administration of noxious substances.

**8. Positive Behavioral Support**

Establish a classroom climate of "positive behavioral support" so that students achieve clearly delineated behavioral goals and objectives.

**9. Program Assessments and Monitoring Student Progress**

- a. Educational services shall be consistent with the Common Core relevant to the designated ACCN credit course. Documentation of the number of hours of instruction by course shall be available to the appropriate DOE school upon transition planning to assist in granting of academic credit to and the proper placement of the student
- b. Program staff will collect daily data. Licensed/certified program staff will provide written progress reports to the designated home school personnel and/or student's IEP/MP care coordinator
- c. The program staff will maintain and keep a record of bi-weekly communication with the school and/or district staff regarding the status of each student
- d. The program staff will schedule and complete quarterly meetings (minimum) to review student status. Program staff will be responsible to invite DOE personnel such as the student's IEP care coordinator, SPED and regular education teachers, school administrator, other involved staff, and student's parent as appropriate to each meeting. Cost accrued for these meetings are included as part of the program

- e. Program staff will participate in a progress report meeting that may include parents and school representatives. Report of this meeting will be sent to the home school. The review will address at least the following: success of interventions, anticipated interventions, additional services, interface with non-program provided interventions, long term view transition planning and other areas as appropriate
- f. Functional Behavioral Assessment/Behavioral Support Plan will be reviewed at least quarterly

**10. DOE Assessments**

Required DOE assessments, including but not limited to the Hawaii State Assessment (HSA), College entrance examinations, the National Assessment of Education Progress, (NAEP), and others, will be administered and completed by DOE personnel. The Program shall provide the appropriate accommodations at the Program facilities and in student and Program Staff schedules to allow the assessments to be completed in a timely manner: State-wide assessments within the testing window time frame, namely the Stanford Diagnostic Reading Test (SDRT), for each student in a benchmark year and standardized annual reading comprehension assessments at least 90 days prior to each student’s annual IEP/MP due date.

**11. Medication and Medical Emergencies**

- a. The Program must be prepared to provide medication management as required by specific students by assisting students taking medications and establishes controls governing proper assistance and storage which include all of the following:
  - 1. locked storage or medication with supervision and access by only those staff trained and authorized;
  - 2. proper labeling, with name of student, dosage, name of medication, and name of prescribing physician;
  - 3. destruction of out-of-date medication and;
  - 4. proper disposal of unused medication, syringes, and medical waste.
- b. The Program must be prepared to deal effectively with injuries, accidents, and illnesses and other medical and behavioral crises. The Program must include:
  - 1. Procedures for handling such situations that have been developed in consultation with a health professional to protect the served students;
  - 2. Personnel involved in direct care who are trained in basic first aid and retrained every three years;
  - 3. Personnel who receive training in the identification of abuse and neglect and in mandated reporting requirements;
  - 4. Prompt reporting of any serious accident, emergency, or dangerous situation in writing to appropriate authorities;
  - 5. School staff will follow all mandated reporting of instances of suspected abuse;

6. A minimum of one staff member trained and currently certified in cardio-pulmonary resuscitation available at any time students are present;
7. Telephone, first aid supplies and manuals that are readily available;
8. Individual case records which contain the names of family physician, clinic or hospital used in emergencies, and written authorization from the parent/legal guardian for emergency care;
9. Individual student records, including crisis management plans, that are reviewed with all staff that interacts with applicable students and;
10. Emergency procedures which provide that either a licensed physician is available on-call during its hours of operation or has formal arrangements for emergency services with a nearby primary health care facility.

## **12. Other Program Requirements**

- a. At the request of the DOE, the Program may also be required to:
  1. Provide any and all IDEA required related services to students as required in the student's IEP, including but not limited to occupational therapy, physical therapy, and speech. In the event of a missed session of any IDEA required related service, the appropriate home school principal or designee will be notified;
  2. Provide Interpreter services, if needed for students and their families to ensure appropriate family involvement. The Program is responsible for locating and providing interpreters for families whose limited English proficiency or mode of communication would inhibit their ability to meaningfully participate in the student's education;
  3. Participate in internal reviews or service testing or District and/or Complex Quality Assurance meetings;
  4. Participate in IEP/MP or student specific team meetings.
  5. Follow due process requirements;
  6. Provide information to DOE personnel or IEP/MP teams on program services;
  7. Provide all curriculum and instructional materials and equipment, such as desks, computers and classroom supplies needed to implement the student's Academic coursework/IEP/MP and;
  8. Conduct Emergency drills, including, but not limited to fire, lock downs, evacuations, hazardous materials, with proper safety maps and procedures.

## **B. Management Requirements (Minimum and/or mandatory requirements)**

### **1. Personnel** DOE Staff

At the sole discretion of the CASs, two (2) full time teachers may be assigned to assist with provision of student instruction at the Program Facility. Additional DOE teachers and/or part-time teachers may be assigned to the

Contractor's facility as needed to provide instructional support for referred students. Any DOE staff assigned to the Program site shall remain under the direction of the CAS.

#### Program Educational Staff

Other than the aforementioned DOE Staff, the Program shall hire and supervise its own educational staff, including teachers, and assumes the responsibility for the quality of work provided by the Program's employees, subcontracted service providers and volunteers.

Adequate staff to student ratio shall be provided at all times to ensure safety for all activities, and takes into consideration student characteristics. This shall be the complete and total responsibility of the Contractor. Staff shall be available to ensure student safety should the student arrive to the Program site before Program hours or depart after hours.

Program staff shall be qualified multidisciplinary individuals who are available to address all educational, vocational, behavioral and emotional needs of the students as follows:

- a. Teachers licensed in Regular Education and/or Special Education.
- b. Personnel licensed to provide related services in areas to include, but not limited to Speech language Pathology services, Occupational Therapists, Physical Therapists, and others.
- c. Paraprofessional staff who meet any of the following NCLB requirements:
  1. Option 1 - 48 credits
    - Credits must be 100 level or higher in any subject area.
    - If earned after June 30, 2003, credits must include 3 credits in Math and 3 credits in English.
    - Must be earned from a regionally accredited institution.
    - Agencies must have all transcripts on file.
  2. Option 2 - Associate's Degree
    - Degree must be earned with 100 level or higher courses.
    - For employees who earned a degree prior to January 8, 2002, the degree may include less than 100 level courses.
    - Must be earned from a regionally accredited institution.
    - Agencies must have all transcripts on file.
  3. Option 3 – DOE compliance
    - Has met NCLB requirements under DOE guidelines and training.

#### Staff Development and Training

Contractor shall ensure that staff is properly trained to provide services that are consistent with a standards-based educational model and with evidence-based interventions for the populations addressed in the proposal.

### Credentialing

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

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

### TB Clearance Requirements

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

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

## 2. **Administrative**

The applicant shall:

- Have established procedures to maintain personnel files of the training, supervision, appropriate credentialing, and ongoing monitoring of all employee, subcontracted provider, and volunteer performance;
- Provide the necessary infrastructure to support the provision of services under this RFP including an organization chart which clearly defines the applicant's lines of authority and organizational functions;
- Maintain written policies and procedures that shall identify the applicant's process for primary source verification of all personnel;
- Have policies and procedures that ensure employees, subcontracted providers, and volunteers adhere to all applicable state laws regarding the obtaining and releasing of confidential student information. The agency shall adopt and implement policies and procedures that govern the provision of services in natural settings and documents that it respects students' and/or families' right to privacy when services are provided in these settings. The DOE shall have the right to inspect these policies. Educational records are governed under FERPA.

Parental consent for assessment and release of information is covered by the IEP/MP consent for students with IEPs/MPs.

3. **Quality assurance and evaluation specifications**

The Contractor shall have in place an internal quality assurance plan to ensure the delivery of quality educational services including plans for continuous improvement.

DOE also requires that the Contractor allow authorized agents of the DOE to monitor and evaluate performance and operations at least annually or upon request of the DOE. All documentation and records shall be made available for scheduled and unscheduled review. This may include review to ensure:

- a. Provision of licensed staff and credentialed staff;
- b. Provision of a standards-based curriculum, instruction and assessment, that meet ACCN Courses;
- c. Proper and complete maintenance and documentation of student records including following of the student's IEP/MP;
- d. Delivery of evidence based educational programming;
- e. Systematic data collection;
- f. Provision of educational and any other required services to students placed with the Contractor and;
- g. Provision of a safe and secure Program environment and facilities with current safety and emergency plans and procedures in place.

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

The Program shall be evaluated on performance yearly or more frequently if required by the CAS. Measures shall include but are not limited to:

- a. Satisfaction of the CASs, and schools' Principals/Vice Principals with the services;
- b. Course Grades for Standards-Based Reporting and IEP quarterly progress reports and tracking of outcome measures reported to the home school two (2) weeks before the end of the quarter;
- c. Timeliness of services, which includes initiation of services as outlined in this RFP and data collection and reports provided by due dates;
- d. Services aligned with DOE educational philosophy and complement student's educational curriculum;
- e. Student's academic achievement proficiencies to meet standards and credits for high school graduation requirements;
- f. Indicators of student's self-esteem and personal development and;
- g. Competencies to meet the General Learner Outcomes.

5. **Experience**

Preference shall be given to applicants demonstrating the documented ability to provide an array of specially designed student instruction and related services.

6. **Coordination of services**

The Contractor shall be able to coordinate services with DOE, other government agencies and service providers in order to implement all components of services provided to students while transitioning into/out of and during the alternative placement.

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

a. **Quarterly Expense Reports**

An expenditure report certified by the Contractor for accuracy shall accompany invoices as applicable. The expense report shall list all expenditures incurred by the provider under this Agreement incurred during the billing period. The format is at the Contractor's discretion. The Department reserves the right to request additional information or clarification of the expense report if required.

b. **Required Monthly Reports**

The following reports shall be due by the tenth calendar day following the last day of the previous month. Unless otherwise specified, the reports shall be submitted in writing to the CAS.

1. Personnel updates reflecting any changes in staffing (i.e., new hires, terminations, changes in credentialing) for the organization's officers and direct service personnel.
2. A summary student attendance report that lists the names of each student enrolled and/or referred to the Program in the prior month, student's home school and grade level, dates of entry and exit, and their daily attendance record for the month. The report shall also identify the type of referred students according to the following categories:
  - a. school referral
  - b. serious discipline referral
  - c. regular education
  - d. special education
  - e. 504

c. **Other Required Reports**

The following reports shall be submitted in writing to the CAS unless otherwise stated:

1. Provide an academic progress report for referred students within fourteen (14) calendar days from the end of each quarter to the CAS and to the students' home school. The term of each quarter shall be defined by the CAS. A minimum of three (3) standards-based student work samples meeting proficiency, for each of the core content areas of English/Reading and Mathematics, and from various students shall be submitted.
2. Submit an annual assessment report to include, but not limited to, the number of students serviced by type of referrals and regular or special

education service arrangements, and the effectiveness of educational standards of the Agency.

3. At the completion of the contract period, submit a final written report summarizing contract performance including a final expense report to the DOE in a format to be prescribed by the CAS.
4. The DOE and its authorized agents reserve the right to request additional reports submitted to and as specified by the CAS. These additional reports shall be provided at no additional cost to the DOE.

**C. Facilities**

The Program shall provide a safe and secure campus that ensures meaningful learning that meets all applicable state and federal accessibility and safety guidelines.

Facilities should be convenient to the population that will be served under this agreement. Therefore, preference will be given to applicants with facilities that are located in the Leeward area.

## **2.5 COMPENSATION AND METHOD OF PAYMENT**

**A. Pricing structure or pricing methodology to be used**

Pricing structure shall be based on a negotiated unit of service rate. In order to determine a price (unit rate) for a unit of service, the applicant shall complete the Rate and Cost Proposal Worksheet attached in Section 5 of this RFP.

The unit rate submitted shall include all direct and indirect costs associated with administering the Program including but not limited to: attendance at transition, intake/exit, and IEP/MP meetings, break times and consultation with DOE personnel and/or IEP/MP teams about program services, and, if applicable, transportation, should be considered an included cost.

The DOE reserves the right to exceed the monthly group rate by no more than five (5) students during any given day of the month at no extra cost. Conversely, if the student enrollment should drop below the base rate number of students, the DOE will pay the monthly group rate.

**B. Units of service and unit rate**

Units of service shall be per student at a monthly group rate of sixty (60) students per month.

Applicants should also identify the maximum number of students that the Program can accommodate on a monthly basis if different from the base of sixty (60) students.

## **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 (SPOH-200A) is available on the SPO website (see 1.2 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 is comprised of the following sections:

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

### **3.1 Program Overview**

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

### **3.2 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.

The applicant shall include an educational plan which describes a standards-based, Common Core Standards written curriculum. The plan shall include instructional approach(es) and shall align these approaches with classroom learning assessments, the school calendar, Daily/Weekly School Schedule of Courses and Classes, and action plans for counseling services and transitions. Educational components shall be broad enough to meet each student's unique educational needs including students with IEP/MP goals/objectives, aligned with the DOE educational philosophy, and complement the student's educational curriculum.

The applicant's program shall provide formative, remedial, or specialized instruction in reading to all students reading below grade level in the educational plan to address deficits in reading fluency and comprehension. The applicant shall also demonstrate competency in the services to be provided, including specific competencies related to the educational implications of social, emotional, and behavioral deficits. The CAS reserves the right to make modifications to the proposed plan to be implemented by the Contractor at time of contract award.

#### **B. Experience**

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

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

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

##### Quality Assurance and Improvement Plan

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

Applicants shall create and maintain an internal quality assurance and improvement plan (QAIP) to assure the delivery of quality educational services and a plan for program assessment and continuous improvement. This plan shall explain how the

applicant would ensure outcomes from the services provided. As this is an educationally related service, the primary outcome measure the DOE is accustomed to is an improvement in academic proficiencies, grades, behaviors, and/or scholastic criteria. Applicant responses shall seek to detail how work is evaluated and reviewed by supervisors, and to what degree providers are accountable for providing sound interventions in accordance with the requirements set forth in this RFP.

#### Operational Plan

The applicant shall describe the documents and records that will be available for DOE quality review and operational evaluation as listed in Section 2.4(B)(3).

The applicant shall describe in detail how it would address operational issues relating to the delivery of the services covered in this RFP. Specifically, the applicant shall provide how it will handle new referrals, its policies and procedures for initiating services, including transition procedures, ensuring records and reports are accounted for within timelines, how it monitors and verifies service delivery prior to and after billing claims have been submitted, and how it will comply with the terms of this RFP or subsequent contract. In addition, the proposal shall reflect how the applicant addresses concerns about its service providers, and how it resolves questions of provider conduct or performance.

If applicable, the applicant response shall detail how the plan reflects past practice, or how it has been modified from the agency's prior method of operation. If the applicant has no prior history servicing this population in Hawaii for the DOE or Department of Health, then it should demonstrate how these policies and procedures would be fully adhered to and provide some measure of verification in the proposal that they will be faithfully implemented if a contract is awarded.

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

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

Applicant may also describe the capability to promptly and efficiently coordinate the transition of students into and out of the alternative placement with the student's family, respective school and with the CAS.

#### **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 the special equipment that may be required for the services.

Preference will be given to a campus facility in the Leeward area. The applicant shall also explain how it will ensure a safe and secure campus by describing any safety, security and emergency plans and procedures.

### **3.3 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)

Applicant shall also submit resumes or curriculum vitae attached as part of the proposal application. For each service type specified in the scope of services, the applicant shall illustrate what it considers the norm for the qualifications and level of education or experience of its providers.

The applicant shall also describe criteria used to qualify and evaluate staff for the proposed mandatory background checks, for competence and the ability to deliver the services in conformity with the applicant's own policies and in accordance with the minimum staff requirements of the DOE.

#### **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.

Each applicant shall identify how personnel shall be trained to ensure services provided are consistent with a standards-based educational model and are consistent with evidence-based interventions for the populations addressed in the proposal.

Applicants shall also address procedures to provide direct service staff with information and training on topics not limited to:

- Common Core Standards and the Hawaii State Assessment (HSA)

- Standards-based curriculum instruction, and assessment
- IDEA and HAR Chapter 60 requirements, including procedures and eligibility criteria;
- Section 504 and HAR Chapter 61 requirements, including procedures and eligibility criteria;
- Family Educational Rights and Privacy Act and HAR Chapter 36 requirements;
- HAR Chapter 19 procedures and requirements;
- State laws regarding child abuse and neglect reporting, reporting criminal behavior and threats regarding suicide and homicide;
- Crisis intervention procedures, including suicide precautions;
- A review of CSSS;
- An understanding of educationally relevant interventions and recommendations;
- An understanding of the policies and procedures regarding student confidentiality

Documentation of professional development may include the name of the in-service, the name of the instructor, date, place and time of in-service and a summary of knowledge and skills learned. Team meetings and supervisory sessions may not be substituted for professional development.

The supervision ratios of supervisors to staff shall be identified for each service activity. A description of the training program and opportunities for continuous and professional development, how programs will be enforced and implemented, and what it entails shall be provided.

## 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.

### 3.4 Service Delivery

Applicant shall include a detailed discussion of the applicant’s approach to applicable service activities and management requirements from Section 2, Item 2.4, Scope of Work, including (if indicated) a work plan of all service activities and tasks to be completed, related work assignments/responsibilities and timelines/schedules.

The applicant’s success with this approach shall be disclosed.

**Failure to address all of the work activities in Section 2 and in this section will be deemed as non-responsive and the proposal may be rejected. Failure to meet the**

**minimum specifications and deadlines for each work activity in accordance with this section will be deemed non-responsive and the proposal may be rejected.**

Anticipated contract services are for approximately sixty (60) students per month. Applicants should use this information to determine infrastructure needs as well as cost estimates based on the information presented. Reduction in these numbers is not anticipated between the release of this RFP and June 30, 2013.

A generic response to how services will be addressed shall not be scored highly. This section shall contemplate the methodology, program integration, and allow a reviewer to differentiate each service activity from another. The applicant shall clearly detail how the attendant tasks, obligations and reporting will be addressed. Responses shall be clear both in their theoretical approach to an educationally based model incorporating a Common Core Standards-based curriculum, instruction, assessment program; and a comprehensive counseling component to ensure development of appropriate social behaviors, as well as how this will translate to actual provision of the program and service(s).

#### Referral and Intervention/Transition Planning

The applicant shall provide a description of the procedures for transitioning students into and out of the Program. The applicant shall include procedures to develop transition plans for individual students with their respective home schools within ten (10) calendar days after a student is identified to enter the alternative Program and at least ten (10) calendar days prior to exiting the student from the alternative Program and/or according to the IEP/MP.

The plans shall also include a description of the applicant's plan to:

- Provide appropriate transitioning among providers or as contracted services are no longer needed by the DOE to DOE personnel. Transitioning among providers should include discussion of student's strengths and weaknesses, demonstration of instructional strategies that have proven to be effective with the student; discussion of the student's current level of functioning on IEP/MP goals being worked on, and progress on the implementation of the service plan.
- Develop and review a written service plan in collaboration with the student, family, and school prior to initiating such services. To this, add additional plans specific to the services to the student which are necessary to provide effective Counseling and/or other SBBH services to address the student's goals and objectives.
- Provide timely services according to time and frequency parameters specified by the DOE and not to exceed the time or units authorized.
- Maintain appropriate levels of contact with families and school staff.
- Demonstrate capability to provide timely scheduling of appointments, processing of documents, and participation in conference meetings.

### Curriculum/Educational Plan

The applicant shall identify what program services would be provided, including a written standards curriculum with a description of how the applicant plans to best address the needs of the targeted populations. The plan shall address all provisions listed in the work activities Section 2.

The applicant shall describe its plans to provide time-limited services based on an evidence-based educational model conducive to success in meeting academic and/or social goals and objectives, including what is in the IEP or Modification Plan and Common Core Standards.

The applicant shall describe its plans to provide services according to the minimum requirements described in the applicable section(s) of the work activities listed in Section 2:

- Program Calendar and Schedule
- Academic Instruction
- Student Discipline
- Positive Behavioral Support
- Program Assessments and Monitoring Student Progress
- DOE Assessments
- Medication and Medical Emergencies
- Other Program Requirements

The applicant shall include a description of program outcome measures it will use to increase a student's academic achievement proficiencies to meet standards and earn high school credits towards graduation requirements; improving a student's self-esteem and personal development; increasing competencies to meet the General Learner Outcomes and achieving adequate yearly progress scores on the Hawaii State Assessment (HSA) in Reading and Mathematics.

## **3.5 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.

All budget forms, instructions and samples are located on the SPO website. (See subsection 1.2, Websites References for website address.) The following budget form(s) shall be submitted with the Proposal Application:

Rate and Cost Proposal Worksheet, Attachment F

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

### **1. Accounting System**

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):

- A description of how applicant's accounting system is organized to handle the contract and produce financial information and reports if required;
- A description of the applicant's billing procedures including, if applicable, the procedures in which subcontractors are paid;
- Name of individual responsible for the accounting/billing system and his/her qualifications and position description;
- Applicant's most recent program annual report (if available);
- Applicant's most recent financial audit (if available);
- Description of the internal control structure used in the accounting system; and
- If accounting work is subcontracted, please describe.

## **3.6 Other**

### **A. Litigation**

The applicant shall disclose and explain any pending litigation to which they are a party, including the disclosure of any outstanding judgment.

## **Section 4**

# **Proposal Evaluation**

# Section 4

## Proposal Evaluation

### 4.1 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.

### 4.2 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>	<b>Pass or Rejected</b>
<i>Proposal Application</i>	<b>100 Points</b>
Program Overview	0 points
Experience and Capability	20 points
Project Organization and Staffing	20 points
Service Delivery	50 points
Financial	10 points
<b>TOTAL POSSIBLE POINTS</b>	<b>100 Points</b>

## 4.3 Evaluation Criteria

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

#### 1. Administrative Requirements

- Application Checklist
- Federal Certifications, see Section 5 (Attachments)
- Rate and Cost Proposal Worksheet

#### 2. Proposal Application Requirements

- Proposal Application Identification Form (Form SPOH-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. Necessary Skills

- *Demonstrated skills, abilities, and knowledge relating to the delivery of the proposed program services.* 2
- *Response details the delivery of the proposed program services and specifically defines an educationally standards-based approach with curriculum, instruction and assessment based on Common Core Standards and through empirically based academic/behavioral interventions.* 3

**B. Experience**

- Applicant provides documented and verifiable evidence on an organizational level of prior results of successful program delivery and services in the delivery of the proposed program services of:

*One year or less [0 points]*

*More than one and up to 3 years [1 points]*

*More than 3 years [2 points]*

2

**C. Quality Assurance and Evaluation**

- Applicant includes a detailed quality assurance and improvement plan for the proposed program and services, including methodology
- Applicant includes a detailed and sustainable operational plan to manage and oversee the delivery of program services

4

4

**D. Coordination of Services**

- Demonstrated capability to coordinate services with DOE and other government agencies and resources in the community
- Demonstrated capability to coordinate services with students, their families, the CAS and the student's home school

1

1

**E. Facilities**

- Applicant submits a description that documents the adequacy of facilities relative to the proposed services including ADA compliance and special equipment available
- Applicant submits safety, security and emergency plans which ensure a safe and secure campus for students
- Facility is located in the Leeward area

1

1

1

**2. Project Organization and Staffing (20 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 program and services.* 1
- *Staff Qualifications: Minimum qualifications (including experience) for staff assigned to the program.* 1
- *Staff delivering program and services to the target population meet No Child Left Behind (NCLB) requirements for highly qualified Teachers, Part-time Teachers, Para-professionals, and Educational Assistants* 2
- *Staff providing services to students with IEP/MP plans meet qualification requirements in their specialized areas* 1
- *If applicant does not currently have staff employed or subcontracted, the applicant clearly details a viable plan for obtaining necessary staff* 1
- *Applicant addresses the experience and capacity of its educators/administrators and staff supervisors, and/or those overseeing the delivery of the services and their knowledge or experiences in interventions or in working with this population* 4
- *The applicant describes a background review process and a screening process for determining competency of providers to deliver interventions in line with the agency's policies and the requirements of this RFP* 1

**B. Project Organization**

- *Supervision and Training: Demonstrated ability to supervise, train and provide administrative direction to staff relative to the delivery of the proposed program services.* 4
- *The supervision ratios of supervisors to staff are reasonable to ensure proper oversight and that the ratios are reflective of the degree of oversight needed for the respective ability of the individual providers.* 1
- *The applicant's ability to train its personnel is specifically addressed and the training program, how it will be enforced and implemented, and what it entails should be specifically described* 3
- *Applicant includes a detailed organization chart* 1

both for the “organization-wide” and program organization

**3. Service Delivery (50 Points)**

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

- Applicant clearly details how the attendant tasks, obligations and reporting will be addressed and its success in using this approach. Responses are clear both in their theoretical approach to an educationally based model incorporating a Common Core Standards-based curriculum, instruction, assessment program; and a comprehensive counseling component to ensure development of appropriate social behaviors, as well as how this will translate to actual provision of the program and service(s). 8
- Applicant clearly defines the means it will employ to ensuring prompt responses to referral, and a detailed description of the applicant’s policies and procedures on how services are referred to their providers 4
- Applicant clearly demonstrates how the referral system will avoid program and service delays and/or keep the DOE apprised of service gaps (if any) for students with IEPs/MPs 4
- Response includes a description of provisions for substitutes for staff as needed 1
- Response includes a comprehensive and detailed curriculum and educational plan which includes all requirements stated in this RFP and which meets the approval of the CAS 8
- Response clearly details program outcome measures related to increasing a student’s academic achievement proficiencies to meet standards and earn high school credits towards graduation requirements increasing competencies to meet the GLOs and achieving adequate yearly progress scores on the Hawaii State Assessment (Smarter Balanced Assessment) in Reading and Mathematics. 5
- Response includes a description in its plan to improve a student’s self-esteem and personal development; 5
- Proposal clearly details how the tasks will be 5

- |  |       |
|--|-------|
| <i>accomplished in a manner that demonstrates quality outcomes for students.</i>   | _____ |
| <i>• Proposal provides evidence that the program activities conform to best educational practices and are research-based.</i>  | _____ |
|  | 5     |
| <i>• Proposal includes a comprehensive and detailed Referral and Intervention/Transition Plan which clearly describes policies and procedures for identifying, addressing and managing transitions</i> | _____ |
|  | 2     |
| <i>• Proposal clearly addresses how the services will be delivered collaboratively with DOE, and focuses on assisting the student’s functioning in the educational system.</i>                         | _____ |
|  | 3     |

**5. Financial (10 Points)**

- |   |       |
|---|-------|
| <i>• Degree of competitiveness of unit cost(s) as comparable to all prospective service providers</i>   | _____ |
|   | 6     |
| <i>• Degree to which the cost proposal(s)/budget(s) justifies the proposed cost(s)</i>  | _____ |
|   | 1     |
| <i>• Adequacy of accounting system and infrastructure to support electronic/manual billing requirements including a demonstration of the applicant’s ability to accurately track cost of related program services by student served</i> | _____ |
|   | 3     |

**B. 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. Contract Minimum and Special Conditions
- D. Wage Certificate
- E. Federal Certifications
- F. Rate and Cost Proposal Worksheet
- G. Incident Notification
- H. Final Report

## Proposal Application Checklist

Applicant: \_\_\_\_\_ RFP No.: \_\_\_\_\_

The applicant's proposal must contain the following components in the order shown below. Return this checklist to the purchasing agency as part of the Proposal Application. SPOH forms are on the SPO website.

Item	Reference in RFP	Format/Instructions Provided	Required by Purchasing Agency	Applicant to place "X" for items included in Proposal
<b>General:</b>				
Proposal Application Identification Form (SPOH-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 (SPOH-200A)	Section 3, RFP	SPO Website*	<b>X</b>	
Hawaii Compliance Express Verification Certificate	Section 1, RFP	Hawaii Compliance Express SPO Website*	<b>(Required at time of award)</b>	
Cost Proposal (Budget)				
SPO-H-205	Section 3, RFP	SPO Website*		
SPO-H-205A	Section 3, RFP	SPO Website* Special Instructions are in Section 5		
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*	<b>X</b>	
SPO-H-206C	Section 3, RFP	SPO Website*		
SPO-H-206D	Section 3, RFP	SPO Website*		
SPO-H-206E	Section 3, RFP	SPO Website*	<b>X</b>	
SPO-H-206F	Section 3, RFP	SPO Website*	<b>X</b>	
SPO-H-206G	Section 3, RFP	SPO Website*		
SPO-H-206H	Section 3, RFP	SPO Website*	<b>X</b>	
SPO-H-206I	Section 3, RFP	SPO Website*		
SPO-H-206J	Section 3, RFP	SPO Website*		
<b>Certifications:</b>				
<i>Federal Certifications</i>				
Debarment & Suspension		Section 5, RFP	<b>X</b>	
Drug Free Workplace		Section 5, RFP	<b>X</b>	
Lobbying		Section 5, RFP	<b>X</b>	
Program Fraud Civil Remedies Act		Section 5, RFP	<b>X</b>	
Environmental Tobacco Smoke		Section 5, RFP	<b>X</b>	
<b>Program Specific Requirements:</b>				
Rate & Cost Proposal Worksheet	Section 2, RFP	Section 5, RFP	<b>X</b>	

\*Refer to subsection 1.2, Website Reference for website address.

## Proposal Application Table of Contents

<b>1.0</b>	<b>Program Overview</b> .....	1
<b>2.0</b>	<b>Experience and Capability</b> .....	1
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	A. Staffing.....	7
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	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>4.0</b>	<b>Service Delivery</b> .....	12
<b>5.0</b>	<b>Financial</b> .....	20
	See Attachments for Cost Proposal	
<b>6.0</b>	<b>Litigation</b> .....	20
<b>7.0</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	

## **Contract Minimum and Special Conditions**

### **1. CONTRACT ADMINISTRATOR**

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

Contract Administrator:	Heidi Armstrong
Telephone Number:	(808) 392-8000
e-mail Address:	heidi_armstrong@notes.k12.hi.us

The CA is responsible for:

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

Notwithstanding the responsibilities set forth hereinabove, any coordination of services falling outside those articulated above shall remain with the head of the purchasing agency, as set forth in the attached General Conditions (see General Conditions, paragraph 1, entitled "Coordination of Services by the STATE.").

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

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

POC:	Michael N. Tanaka
Telephone Number:	(808) 692-8000
e-mail Address:	michael_tanaka@notes.k12.hi.us

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

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

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

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

#### **4. VERIFICATION OF EMPLOYEES**

In accordance with State rules and regulations, PROVIDER shall conduct mandatory criminal background checks at no cost to the STATE, on any employee or sub-contractor working directly with students.

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

- 4.1. Any employee, agent or volunteer's license required to perform services under this Contract is or has been suspended, conditioned, revoked, expired, or terminated;
- 4.2. Any employee, agent or volunteer becomes or has been the subject of any disciplinary proceeding or action before any federal or state agency or Board;
- 4.3. Any employee, agent or volunteer is or has been convicted of a fraud or felony;
- 4.4. Any claim, judgment or settlement in which the PROVIDER or any of its employees, agents or volunteers is or has been named a defendant;

PROVIDER shall maintain the background check records, and shall make the records available for review upon request. Upon review of these records, the STATE reserves the right to request additional background information.

#### **5. EXCLUSION OF SPECIFIC WORKERS**

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

## **6. COMPENSATION**

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

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

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

## **7. COMPENSATION RATES**

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

## **8. INVOICING AND PAYMENT SCHEDULE**

Original invoices plus two (2) copies shall be submitted within fourteen (14) calendar days after the last day of each month to the District address to be specified. All appeals and corrections for reporting/invoice rejections shall be resolved within the next sixty (60) calendar days. Late claims shall not be accepted. Any appeals and corrections for reporting/invoice rejections shall constitute the end of DOE's requirement to pay within thirty (30) days upon receipt of the original invoice. The DOE's requirement to pay within thirty (30) days starts on the day the corrected invoice is re-submitted and accepted by the DOE.

Invoices shall include: date of invoice, date or period of services provided, Contractor's name and address, and total amount due. If a copy is submitted as the original, such invoice must bear an original signature certifying that the invoice is being submitted as the original. Furthermore, ten percent (10%) of each installment payment may be retained by the DOE until final completion and acceptance of all services to be performed under the Agreement to insure full and satisfactory completion of the Agreement.

## **9. FINAL PAYMENT**

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

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

## **10. AVAILABILITY OF FUNDS**

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

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

## **11. TIME OF PERFORMANCE**

### **11.1. CONTRACT TERM**

Contract shall commence on July 1, 2013 and shall end on June 30, 2014.

### **11.2. CONTRACT RENEWAL**

This Contract may be extended for not more than two (2) additional twelve-month periods, i) upon mutual written agreement of the parties, ii) prior to expiration and iii)

under the same terms and conditions of the original Contract or as negotiated between the STATE and the PROVIDER. Contract extension(s) shall be contingent upon i) the need for continued services and ii) funding availability beyond the current fiscal year. As each option(s) to extend is mutually agreed upon, the PROVIDER shall be required to execute a supplement to the Contract for each additional period.

### 11.3. PERFORMANCE PERIOD

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

## 12. CONTRACT EXECUTION

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

## 13. CONFIDENTIALITY OBLIGATIONS

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

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

The PROVIDER, including its employees, agents, representatives, and assigns shall abide by the following with regards to Confidential Information: (i) They shall not disclose to any unauthorized party any Confidential Information, except as specifically permitted by the STATE and subject to the STATE's limitations on confidentiality of information and relevant legal requirements of the State to include, but not limited to the Family Educational Rights and Privacy Act ("FERPA"); (ii) They shall only permit access to Confidential Information to employees, agents, representatives, and assigns having a specific need to know in connection with performance under this Contract; and (iii) They shall advise each of their employees, agents, representatives, and assigns of their obligations to keep such Confidential Information confidential.

The PROVIDER, its employees, agents, representatives, or assigns shall ensure the security of the Confidential Information. The PROVIDER shall provide the STATE with a list of individuals (by name and position) who are authorized to handle the Confidential

Information (hereinafter referred to as “Authorized Handlers”). Authorized Handlers shall ensure the security of the Confidential Information. Only Authorized Handlers shall have access to the Confidential Information, which shall be kept on password protected computers with the hard copy documents kept in a locked file cabinet. The PROVIDER shall ensure that procedures exist to prohibit access to the Confidential Information by anyone other than an Authorized Handler.

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

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

#### **14. RELIEF AVAILABLE TO STATE**

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

- 14.1 Suspend Payments – Temporarily withhold or disallow all or part of the billing cost/payments pending correction of a deficiency or a non-submission of a required deliverable by the PROVIDER;
- 14.2 Suspend Referrals – Suspend referrals to the PROVIDER should the PROVIDER fail to comply with any of the requirements or other term(s) or condition(s) of this Contract and, further, the STATE may maintain the suspension of referrals until such time as the deficiency or non-compliance is corrected and the PROVIDER’s corrective actions are determined to be acceptable by the STATE; and
- 14.3 Seek Reimbursement – Seek reimbursement from the PROVIDER or withhold future payments for any funds paid to the PROVIDER subsequent to a determination that such was unauthorized, fraudulently obtained, or inappropriately billed.
- 14.4 Seek Market Value – In the event the PROVIDER fails, refuses or neglects to perform the services in accordance with the requirements of these Special Conditions, the Scope of Services or the General Conditions, the STATE reserves

the right to purchase, in the open market, a corresponding quantity of the services specified herein and to deduct from any monies due or that may thereafter become due to the PROVIDER, the difference between the price named in the Contract and the actual cost to the STATE. In case any money due the PROVIDER is insufficient for said purpose, the PROVIDER shall pay the difference upon demand from the STATE. The STATE may also utilize all other remedies provided by law.

## 15. LIABILITY INSURANCE

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

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

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

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

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

Should the insurance coverages be cancelled before the PROVIDER’s work under the Contract is certified by the STATE to have been completed satisfactorily, the PROVIDER shall immediately procure replacement insurance that complies in all respects with the requirements of this section.

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

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

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

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

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

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

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

**16. SPECIAL CONDITIONS ARE SUPPLEMENTAL**

Unless otherwise stated, these Special Conditions shall serve to supplement the General Conditions; both documents remain part of the Contract with full force and effect.

**17. APPROVALS**

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



## CERTIFICATIONS

### 1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

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

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

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

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

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

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

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

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

### 3. CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

**5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

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

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION		DATE SUBMITTED

**RATE AND COST PROPOSAL WORKSHEET**

- ✓ Applicant shall complete worksheet and submit with Proposal using whole dollars only.
- ✓ Column 1 – indicate only those costs requested under this RFP.
- ✓ Column 2 – indicate costs that will be paid by other sources or means of funding.
- ✓ Column 3 – indicate total of Column 1 and 2.
- ✓ Column 4 – indicate organizational wide costs.
- ✓ If item is not applicable, please indicate so in the column 3, Total Program costs.
- ✓ To determine allowable expenses, refer to “Cost Principles on Purchases of Health and Human Services” document available on the SPO website: [http://www2.hawaii.gov/spoh/Forms\\_Instructions/forms\\_instructionsprov.htm](http://www2.hawaii.gov/spoh/Forms_Instructions/forms_instructionsprov.htm).
- ✓ Additional budget forms are required – refer to V. Financial, Section 3. These budget form totals should agree with the totals on this worksheet as noted.

<b>Service/ Expense to support program activities</b>	<b>Column 1 Amount Requested under this RFP</b>	<b>Column 2 Funds from other sources</b>	<b>Column 3 Total Program Costs</b>	<b>Column 4 Organization Wide Costs</b>
Personnel costs:  <u>Direct Service Personnel</u> <u>Administrative/Managerial</u>  <u>Total Salaries (SPOH206A)</u>  <u>Fringe, Taxes, etc. (SPOH206B)</u>  <u>Total Personnel</u>	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____
Contractual Services:  <u>Administrative (SPOH206E)</u> <u>Contractual (SPOH206F)</u>  <u>Total Contractual</u>	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Operating Expenses (please itemize):  <u>Program Activities (SPOH206H)</u> _____ _____ _____  <u>Total Operating Expenses</u>	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____
Profit:	_____	_____	_____	_____
Other (please specify):  _____ _____ _____ _____ _____	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____
<b>GRAND TOTAL</b>	_____	_____	_____	_____
Monthly price based on an average of 60 students:(This price represents applicant's proposed price for this RFP)				
Maximum capacity if less than 60 students:				

**Incident/Sentinel Event Notification  
For Department of Education Contracted Providers**

**Instructions  
Form ISN 82804ps**

**Purpose of Form:**

To be used to notify the appropriate principal, agency and Complex Area Superintendent (CAS) when there are occurrences involving serious physical/psychological harm or risk to a student, provider reports are late or not received, provider has not rendered services/gaps in services, or any incident of noncompliance with Service Activities as specified in the IEP/MP(s).

**Triggers:**

- |                             |   |
|-----------------------------|---|
| *Harm or risk to student(s) | *Missing reports                                    |
| *Late reports               | *Alleged fraud claims/discrepancy in billing claims |
| *Lack of professionalism    | *Questionable use of best practices application     |
| *Ethics questions           | *Key deliverables not rendered                      |
| *System concerns            |   |

**Routing Procedures:**

1. Incident/Sentinel Events require immediate action and notification to the School Principal to minimize harm or risk to the student, in addition to the submittal of written Incident/Sentinel Notification. An appropriate, individualized plan of action shall be discussed, developed, reviewed, revised and implemented to ensure student safety.
2. Agency/School personnel should try to resolve any complaints/issues with the individual provider, school, or agency. Staff should keep formal documentation on all actions/communication.
3. If personnel cannot resolve the complaints/issues, then the Leeward District CAS or Designee should be contacted for assistance. The CAS/Designee should keep formal documentation on all actions/communications, review, analysis, and follow-up. The CAS/Designee is also responsible to send a copy of the Incident/Sentinel Notification form to the State Office SPED Administrator for statewide review and analysis.
4. If contract complaints/issues cannot be resolved, then the CAS/Designee should forward all documentation to the appropriate DOE Procurement Office for formal resolution with the school/provider agency. The Contract Specialist CAS/Designee will work to resolve complaint/issue.



**STATE OF HAWAII DEPARTMENT OF EDUCATION  
LEEWARD DISTRICT ALTERNATIVE LEARNING CENTER**

**FY \_\_\_\_\_ FINAL REPORT**

**AGENCY NAME:** \_\_\_\_\_ **CONTRACT NO:** \_\_\_\_\_

**Overview of Delivery of Services:**

- Student population served (ie: age range)
- Student population identification (ie: race, geographic areas)
- How was student referred to agency
- Types of services delivered by the agency
- Average length of stay, duration of treatment

**Unique Qualities of Program:**

- Distinguishing characteristics of program that sets it apart from similar programs administered by other agency providers
- How was agency able to integrate services with schools, agencies, and other contracted providers

**Areas Needing Improvement:**

**Barriers to Providing Services:**

**Quality Management Activities:**

- Describe quality management activities during the FYXX-XX and its compatibility with District
- QAP plans
- The goals for FYXX-XX
- Measurable objectives which include: a) Parent, student and school satisfaction with the services as was delivered, b) Treatment progress and outcome measures related to overall academic achievement and behavioral successes and c) Timeliness of services, including 1) Percentage of assessments completed and submitted within the 60 day timelines as established under IDEA, 2) Percentage of monthly/quarterly treatment and progress summary reports and progress notes submitted during the required timelines as established under the contract terms; and 3) Time from authorization of service to initiation of service.

**Staff Summary and Types of Services Provided:**

- List of employees and subcontractors employed during FY, including credentials and types of service each provided
- List of all new employees (hired after 07/01/XX) and volunteers showing status and completion date of mandatory background checks (as applicable)
- Student to Staff Ratio
- Recruitment efforts and results
- Pay scale in relation to market value
- Retention problems, issues

**Staff Training:**

- List of staff trainings and workshops during FY
- Number of hours employees or subcontractors spent in training

**Evaluation of Staff and Subcontractors:**

- Evaluation schedule, frequency
- Evaluation methodology/criteria
- Personnel involved in the evaluation process

**Future Plan of Action for Next Fiscal Year:**

- Anticipated personnel changes
- Proposed student to staff ratio for upcoming year
- Program improvements
- Accreditation plans
- Submit updated (most recent) agency annual report
- Submit updated (most recent) agency financial audit, if applicable
- Disclose any pending litigation to which they are a party, including disclosure of any judgments, if applicable