

State of Hawaii  
Department of Public Safety  
Corrections Program Services  
Education Division

Request for Proposals

**RFP No. 20-CPS/E-16**  
**Yoga Training for Male and Female**  
**Inmates on Oahu**

March 3, 2020

**Note:** *It is the Service Provider'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.*

March 3, 2020

REQUEST FOR PROPOSALS  
Yoga Training for Male and Female Inmates on Oahu  
RFP No. PSD 20-CPS/E-16

The Department of Public Safety, Corrections Program Services, Education Branch is requesting proposals from qualified applicants to provide yoga training for male and female inmates on Oahu.

The purpose of this service is to specifically provide the targeted population a yoga program utilizing a curriculum designed to improve the health and well-being of inmates and cope with the stress of prison life. Through the Yoga training, inmates will be instructed in cognitive reasoning, attention and intellectual awareness and mindfulness for dealing with frustration, depression, anger, and ill-health, through the scientifically proven techniques of mindfulness and meditation as a key element of Yoga training.

The contract term will be for a twenty-four month period beginning on the start date of the Notice to Proceed, with an option to extend for two additional twelve month period.

This will be a multiple award contract, one award for male inmates, and one award for female inmates at the following facilities on Oahu.

1. Male inmates at Halawa Correctional Facility (HCF), Waiawa Correctional Facility (WCF), and Oahu Community Correctional Center (OCCC). \*Awarded Service Provider for Male inmates shall have the capability to provide services at all three facilities.
2. Female inmates at Women's Community Correctional Center (WCCC).

The multiple-award contract awarded under this request for proposals will have available funding of \$100,000.00 (\$25,000.00 for women, and \$75,000.00 for men) for FY 2020, and \$100,000.00 (\$25,000.00 for women, and \$75,000.00 for men) for FY 2021, subject to availability of funds beyond June 30, 2020.

The Department of Public Safety, Corrections Program Services – Education Division will conduct an orientation on March 10, 2020, from 10:00 a.m. to 11:00 a.m. HST, at 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii. All prospective applicants are encouraged to attend the orientation. Interested Service Providers not able to attend the orientation meeting may call in via telephone conference at:

Conference Dial-In Number: 1 (515) 604-9066  
Participant Access Code: 157098

The deadline for submission of written questions is 4:30 p.m., HST, on March 12, 2020. All written questions will receive a written response from the State on or about March 18, 2020.

Proposals shall be mailed, postmarked by the United States Postal Service (USPS) on or before April 6, 2020, and received no later than 10 calendar days from the submittal deadline. Hand

delivered proposals shall be received no later than 4:30 p.m., Hawaii Standard Time (HST), on April 6, 2020, at the drop-off sites designated on the Proposal Mail-in and Delivery Information Sheet. Proposals mailed via private mail services such as FedEx or UPS shall be considered the same as hand delivery and therefore must be physically received by 4:30 p.m., HST on April 6, 2020, not postmarked. Any proposal postmarked or hand delivered after the submittal deadline shall be considered late and rejected. There are no exceptions to this requirement.

All inquiries and responses regarding this RFP should be directed in writing to Mr. Marc Yamamoto or Shelley Kohashikawa at 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814, fax: (808)587-1244, or email: [psd.bids@hawaii.gov](mailto:psd.bids@hawaii.gov).

**PROPOSAL MAIL-IN AND DELIVERY INFORMATION SHEET**

<b>NUMBER OF COPIES TO BE SUBMITTED:</b> One (1) Original + Three (3) Copies
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ALL MAIL-INS SHALL BE POSTMARKED BY THE UNITED STATES POSTAL SERVICE (USPS) NO LATER THAN **April 6, 2020**, and received by the state purchasing agency no later than 10 days from the submittal deadline.

**All Mail-ins**

<b>Department of Public Safety Administrative Services Office- Procurement &amp; Contracts 919 Ala Moana Boulevard Room 413 Honolulu, Hawaii 96814</b>
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**RFP COORDINATOR**

<b>Marc S. Yamamoto, PSS IV Telephone: (808) 587-1215 Facsimile: (808) 587-1244 <a href="mailto:marc.s.yamamoto@hawaii.gov">Email: marc.s.yamamoto@hawaii.gov</a></b>
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ALL HAND DELIVERIES SHALL BE ACCEPTED AT THE FOLLOWING SITES UNTIL **4:30 P.M., Hawaii Standard Time (HST), April 6, 2020**. Deliveries by private mail services such as FEDEX shall be considered hand deliveries. Hand deliveries shall not be accepted if received after 4:30 p.m., **April 6, 2020**.

**Drop-off Sites**

<b>Department of Public Safety Administrative Services Office- Procurement &amp; Contracts 919 Ala Moana Boulevard, Room 413 Honolulu, Hawaii 96814</b>
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**SUBMISSION OF PROPOSAL**

**Facsimile and electronic versions of proposals shall NOT BE ACCEPTED.**

Applicants shall plan accordingly to meet the bid opening date.

**Proposals must be sealed.** Applicants are required to submit the completed proposal (One original and Three copies) in a sealed envelope or box identified with the following information:

Applicant's name, address, and telephone number  
The words, "REQUEST FOR PROPOSALS"  
The Request for Proposals number

The title of the Request for Proposals  
The date and time of the due date

Attention: ASO, Procurement and Contracts Unit  
Department of Public Safety  
919 Ala Moana Boulevard, Room 413  
Honolulu, Hawaii 96814

ASO shall not be responsible for any misrouting of improperly identified submittals.

Proposals submitted by hand-delivery and private mail delivery shall be deemed received when actually received and evidenced by the date and time registered by the ASO-PC time stamp clock.

Proposals submitted by USPS mail shall be deemed received on the post-mark date, provided the proposal is actually received by the purchasing agency within ten days from the postmark date.

Proposals received after the deadline shall be rejected and returned unopened.

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**Section 1**  
**Administrative Overview**



## Section 1 Administrative Overview

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

### 1.1 Procurement Timetable

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

<u>Activity</u>	<u>Scheduled Date</u>
Public notice announcing Request for Proposals (RFP)	March 3, 2020
Distribution of RFP	March 3, 2020
RFP orientation session	March 10, 2020
Closing date for submission of written questions for written responses	March 12, 2020
State purchasing agency's response to Service Providers' written questions	March 18, 2020
Discussions with Service Provider prior to proposal submittal deadline (optional)	TBD
Proposal submittal deadline	April 6, 2020
Discussions with Service Provider after proposal submittal deadline (optional)	TBD
Final revised proposals (optional)	TBD
Proposal evaluation period	April 7, 2020 to April 21, 2020
Provider selection	April 24, 2020
Notice of statement of findings and decision	April 24, 2020
Contract start date	Notice to Proceed date

## 1.2 Website Reference

Item	Website
1 Procurement of Health and Human Services	<a href="http://spo.hawaii.gov/for-vendors/vendor-guide/methods-of-procurement/health-human-services/competitive-purchase-of-services-procurement-method/cost-principles-table-hrs-chapter-103f-2/">http://spo.hawaii.gov/for-vendors/vendor-guide/methods-of-procurement/health-human-services/competitive-purchase-of-services-procurement-method/cost-principles-table-hrs-chapter-103f-2/</a>
2 RFP website	<a href="http://hawaii.gov/spo2/health/rfp103f/">http://hawaii.gov/spo2/health/rfp103f/</a>
3 Hawaii Revised Statutes (HRS) and Hawaii Administrative Rules (HAR) for Purchases of Health and Human Services	<a href="http://spo.hawaii.gov">http://spo.hawaii.gov</a> Click on the “References” tab.
4 General Conditions, AG-103F13	<a href="http://spo.hawaii.gov/wp-content/uploads/2013/12/103F13.pdf">http://spo.hawaii.gov/wp-content/uploads/2013/12/103F13.pdf</a>
5 Forms	<a href="http://spo.hawaii.gov">http://spo.hawaii.gov</a> Click on the “Forms” tab.
6 Cost Principles	<a href="http://spo.hawaii.gov">http://spo.hawaii.gov</a> Search: Keywords “Cost Principles”
7 Protest Forms/Procedures	<a href="http://spo.hawaii.gov/for-vendors/vendor-guide/protests-for-health-and-human-services/">http://spo.hawaii.gov/for-vendors/vendor-guide/protests-for-health-and-human-services/</a>
8 Hawaii Compliance Express (HCE)	<a href="http://spo.hawaii.gov/hce/">http://spo.hawaii.gov/hce/</a>
9 Hawaii Revised Statutes	<a href="http://capitol.hawaii.gov/hrscurrent">http://capitol.hawaii.gov/hrscurrent</a>
10 Department of Taxation	<a href="http://tax.hawaii.gov">http://tax.hawaii.gov</a>
11 Department of Labor and Industrial Relations	<a href="http://labor.hawaii.gov">http://labor.hawaii.gov</a>
12 Department of Commerce and Consumer Affairs, Business Registration	<a href="http://cca.hawaii.gov">http://cca.hawaii.gov</a> click “Business Registration”
13 Campaign Spending Commission	<a href="http://ags.hawaii.gov/campaign/">http://ags.hawaii.gov/campaign/</a>
14 Internal Revenue Service	<a href="http://www.irs.gov/">http://www.irs.gov/</a>
<b>(Please note: website addresses may change from time to time. If a State link is not active, try the State of Hawaii website at <a href="http://hawaii.gov">http://hawaii.gov</a>)</b>	

## 1.3 Authority

This RFP is issued under the provisions of the Hawaii Revised Statutes (HRS) Chapter 103F and its administrative rules. All prospective Service Providers are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a

valid executed proposal by any prospective Service Provider shall constitute admission of such knowledge on the part of such prospective Service Provider.

## 1.4 RFP Organization

This RFP is organized into five sections:

**Section 1, Administrative Overview:** Provides Service Providers with an overview of the procurement process.

**Section 2, Service Specifications:** Provides Service Providers 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 Service Providers 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:

Ms. Amy Jodar, or her designee  
Department of Public Safety  
919 Ala Moana Boulevard, Room 405  
Honolulu, Hawaii 96814

Telephone: (808) 587-1272 / Facsimile: (808) 587-1280

**e-mail:** [amelia.g.jodar@hawaii.gov](mailto:amelia.g.jodar@hawaii.gov)

## 1.6 RFP Point-of-Contact

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.

**Marc S. Yamamoto, PSS IV**  
**Telephone: (808) 587-1215**  
**Facsimile: (808) 587-1244**  
**Email: [psd.bids@hawaii.gov](mailto:psd.bids@hawaii.gov)**

## 1.7 Orientation

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

**Date:** March 10, 2020 **Time:** 10:00 a.m., H.S.T.  
**Location:** 919 Ala Moana Boulevard, Room 413  
Honolulu, Hawaii 96814

For prospective Service Providers not able to attend the orientation meeting in Honolulu a call-in number is available:

Call-in: 1(515) 604-9699  
 Meeting ID: 157098

Service Providers 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

Service Providers may submit questions to the RFP point-of-contact 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:** March 12, 2020 **Time:** 4:30 p.m., HST

State agency responses to Service Provider written questions will be provided by:

**Date:** March 18, 2020

## 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 Section 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 Service Provider proposal identification.
2. **Proposal Application Checklist.** The checklist provides Service Providers 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).** Service Provider 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 a Service Provider 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 Service Provider.
- D. **Provider Compliance.** All providers shall comply with all laws governing entities doing business in the State.
- **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 the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). Refer to Section 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. Refer to Section 1.2, Website Reference for the Department of Labor and Industrial Relations (DLIR) website address.
  - **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 Department of Commerce and Consumer Affairs (DCCA), Business Registration Division. Foreign insurance companies must register with DCCA, Insurance Division. More information is on the DCCA website. Refer to Section 1.2, Website Reference for DCCA website address.

Providers may register with Hawaii Compliance Express (HCE) for online compliance verification from the DOTAX, IRS, DLIR, and 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 Section 1.2, Website Reference, for HCE's website address.

Providers not utilizing the HCE to demonstrate compliance shall provide paper certificates to the purchasing agency. All applications for applicable clearances are

the responsibility of the providers. All certificates must be valid on the date it is received by the purchasing agency. The tax clearance certificate shall have an original green certified copy stamp and shall be valid for six months from the most recent approval stamp date on the certificate. The DLIR certificate is valid for six months from the date of issue. The DCCA certificate of good standing is valid for six months from date of issue.

- E. **Wages Law Compliance.** If applicable, by submitting a proposal, the Service Provider certifies that the Service Provider is in compliance with HRS §103-55, Wages, hours, and working conditions of employees of contractors performing services. Refer to Section 1.2, Website Reference for statutes and 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 Section 1.2, Website Reference for statutes and Campaign Spending Commission website address.
- G. **Confidential Information.** If a Service Provider believes any portion of a proposal contains information that should be withheld as confidential, the Service Provider 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.

Electronically submitted proposals are not acceptable.

## 1.10 Discussions with Service Providers

- A. **Prior to Submittal Deadline.** Discussions may be conducted with potential Service Providers to promote understanding of the purchasing agency's requirements.
- B. **After Proposal Submittal Deadline.** Discussions may be conducted with Service Providers 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 Service Provider 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 Service Provider's final revised proposal. *The Service Provider 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 Service Providers in preparing or submitting a proposal are the Service Providers' 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) Service Provider 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 Service Provider 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 Service Provider 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. Refer to Section 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.

Head of State Purchasing Agency	Procurement Officer
Name: Nolan P. Espinda	Name: Teresita V. Fernandez
Title: Director	Title: Business Management Officer
Mailing Address: 919 Ala Moana Boulevard, Room 400 Honolulu, Hawaii 96814	Mailing Address: 919 Ala Moana Boulevard, Room 413 Honolulu, Hawaii 96814
Business Address: Same 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. 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 as outlined on the SPO website. Refer to Section 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.

## 1.24 Liability Insurance

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

Coverage	Limits	
Commercial General Liability (occurrence form)		\$1,000,000 per occurrence
		\$2,000,000 aggregate
Automobile, if applicable		
	Bodily injury	\$1,000,000/person
		\$1,000,000/occurrence
	Property damage	\$1,000,000/accident

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

1. "The State of Hawaii, Department of Public Safety, is added as an additional insured as respects to operations performed for the State of Hawaii."
2. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."
3. "The insurance will not be cancelled or materially changed without giving the State at least 30 days prior written notice by registered mail."

The Service Provider agrees to deposit with the State of Hawaii, on or before the effective date of this contract, certificate(s) of insurance and insurance policy endorsements (for additionally insured, and the Service Provider's insurance policy shall be primary and non-contributory to any insurance maintained by the State of Hawaii) necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this contract. Upon request by the State, Contractor shall furnish a copy of the policy or policies.

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

The Provider agrees to deposit with the State of Hawaii, on or before the effective date of this contract, certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this contract. Upon request by the State, Contractor shall furnish a copy of the policy or policies.

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

The procuring of such required policy or policies of insurance shall not be construed to limit Provider's liability hereunder nor to fulfill the indemnification provisions and

requirements of this contract. Notwithstanding said policy or policies of insurance, Provider shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract. If the Provider is authorized by the Department Coordinator to subcontract, Sub-Contractor(s) is not excused from the indemnification and/or insurance provisions of this contract. In order to indemnify the State, the Provider agrees to require its Sub-Contractor(s) to obtain insurance in accordance with the insurance provisions of this contract.

For those applicants that do not have the current levels of insurance at the time of proposal submittal, but will obtain them upon Notice of Intent to Award, the Department is making an allowance. Please include documentation or proof from the applicant's insurance company stating the required amounts of coverage are obtainable/available to the applicant, as well as a written statement from the applicant stating that the applicant will obtain these insurance coverages, should a Notice of Intent to award be issued. After the Notice of Intent to award is issued, Proof of insurance coverages must be submitted to the Department immediately. Failure to provide the insurance coverages will be grounds for the Department to not consider the applicant for award.

## **Section 2**

### **Service Specifications**

## **Section 2 Service Specifications**

### **2.1 Introduction**

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

The Department of Public Safety (PSD's) Corrections Program Services (CPS) - Education Branch has identified a need for Yoga training services for various age levels for male inmates at the Halawa Correctional Facility (HCF), Waiawa Correctional Facility (WCF), and Oahu Community Correctional Center (OCCC), and for female inmates at the Women's Community Correctional Center (WCCC).

On Oahu, all correctional facilities, except WCCC, have had regular yoga programming. Based on written feedback from the participants, yoga programming has assisted in relaxation, improved stress coping, and healing physical pain.

The purpose of this service is to specifically provide the targeted population a yoga program utilizing a curriculum designed to improve health and well-being and cope with the stress of prison life. Through the yoga training, men and women inmates will be instructed in cognitive reasoning, attention and intellectual awareness and mindfulness for dealing with frustration, depression, anger, and ill-health, through the techniques of mindfulness and meditation as a key element of yoga practice training.

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

A Request for Information was issued on February 3, 2020, with responses due on February 11, 2020. Responses to vendor questions received are attached to this RFP as Attachment C.

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

The purpose of this service is to specifically provide the targeted population a yoga program utilizing a curriculum designed to improve health and well-being and cope with the stress of prison life. Through the Yoga program, women inmates will be instructed in cognitive reasoning, attention and intellectual awareness and mindfulness for dealing with frustration, depression, anger, and ill-health, through the techniques of mindfulness and meditation as a key element of Yoga practice training.

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

The target population to be served is sentenced adult male and female offenders.

The Department will make referrals to the Service Provider.

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

The services shall be provided at the Halawa Correctional Facility (HCF), Waiawa Correctional Facility (WCF), Oahu Community Correctional Center (OCCC), and Women's Community Correctional Center (WCCC) on the island of Oahu.

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

The funding available for services under this RFP is estimated at \$100,000.00 (\$75,000.00 for male inmates, and \$25,000.00 for female inmates) per year, subject to the availability of funds beyond June 30, 2020.

**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**

1. The Service Provider shall have licenses and certificates, as applicable, in accordance with federal, state and county regulations. All yoga program services shall be provided by certified and experienced instructors as defined by yoga community standards. Instructors must provide documentation of Yoga teacher training which may include coursework in anatomy and physiology, instructional techniques, and yoga philosophy. Certifications should adhere to the guidelines set by the Yoga Alliance for 200- and 500-hour training programs.
2. The Service Provider must have by-laws or policies that describe the manner in which business is conducted, and policies that relate to nepotism and management of potential conflict of interest situations.
3. The Service Provider shall operate the program in accordance with the rules, regulations and policies of PSD.
4. The Service Provider is required to meet the qualifying requirements specified in Chapter 103F, Hawaii Revised Statutes.
5. The Service Provider shall be responsible for the delivery of services to inmates. The Department shall approve any deviation from the number of sessions held with each inmate in writing.
6. The Service Provider shall have staff certified in First Aid and Cardiopulmonary Resuscitation (CPR).

7. The Service Provider shall maintain documentation for each staff member of an initial and bi-annual tuberculosis (TB) skin test or chest x-ray.

8. The Service Provider must have knowledge of the American College Sports Medicine (ACSM)/ American Council on Exercise (ACE) Safety Guidelines of Contraindications and how they relate to Yoga.

9. The Service Provider shall supervise, train, and provide administrative direction relative to the delivery of services.

10. The Service Provider shall maintain and show proof of a liability insurance policy in the following coverages:

Coverage	Limits
Commercial General Liability (occurrence form)	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile, if applicable	Bodily injury      \$1,000,000/person \$1,000,000/occurrence Property damage   \$1,000,000/accident

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

1. "The State of Hawaii, Department of Public Safety, is added as an additional insured as respects to operations performed for the State of Hawaii."
2. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."
3. "The insurance will not be cancelled or materially changed without giving the State at least 30 days prior written notice by registered mail."

The Service Provider agrees to deposit with the State of Hawaii, on or before the effective date of this contract, certificate(s) of insurance and insurance policy endorsements (for additionally insured, and the Service Provider's insurance policy shall be primary and non-contributory to any insurance maintained by the State of Hawaii) necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this contract. Upon request by the State, Contractor shall furnish a copy of the policy or policies.

11. Service Provider and/or Sub-Contractor shall inform and educate their employees of all Hawaii Revised Statutes that have reference to the delivery of services for the inmates committed to the custody of the Director of PSD.

12. The Service Provider shall assign staff to attend facility/program meetings as scheduled by PSD.

13. Service Provider shall be required to accept offenders referred by PSD who have been assessed as being appropriate for services unless the Service Provider presents the PSD with justifiable reason that a particular inmate should not be accepted into the program. Services under this contract shall be provided to only those inmates referred by PSD. PSD shall make the final determination as to whether an inmate will continue to receive services or to be terminated from receiving those services.

14. Service Provider shall develop and maintain fiscal, statistical, and administrative records pertaining to services as specified by PSD.

15. The Service Provider must have a minimum of two years of experience in providing yoga training / instruction to adults. Experience in working with adult women in a correctional setting is preferable.

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

After-the-fact secondary purchases will be allowed.

Planned secondary purchases: none.

**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:

Multiple awards, if any, will be issued based on gender. One for women, and one for men.

Applicant's options are:

1. Apply for male.
2. Apply for female.
3. Apply for both. If applying for both, please provide two separate proposals – one for females (shall provide services at WCCC), and one for males (shall provide services at all three facilities: HCF, OCCC, and WCF).

One single award for

**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: Twenty-four months from the Notice to Proceed.

Length of each extension: Twelve months

Number of possible extensions: Two

Maximum length of contract: Forty-eight months.

Extensions, if exercised, shall be subject to availability of funds, in writing and prior to the expiration of the contract.

## 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)

A "Cohort" is defined as a group of trainees that will undergo the same curriculum for a twelve-week period. Each cohort will have different participants, however repeat students may be accommodated based on the availability of class openings (which shall be decided upon approval of the CPS Education Supervisor or designee). Once a cohort is established for the twelve-week period, it will not be open-ended for additional trainees, and it will be a closed-ended group.

The "Curriculum" shall be a repeating twelve-week program. Each curriculum shall end by the twelfth week, and the expectation is that the trainee will have a basic understanding of yoga skills stress-management.

The term "Trainee" will be interchangeable with offenders, inmates, participants, etc., that are referred by the Department of Public Safety (upon approval of the CPS/Education Supervisor or designee) to the Service Provider for yoga training. The "Facilities" will be on-site locations where the Service Provider shall provide yoga training services.

The "equipment" will be limited to yoga mats provided by the Department. At this point in time, the CPS-Education Branch will not be considering purchasing additional equipment for the yoga students. It may be open to future consideration, but because the decision of what may or may not be brought into the facility is determined by each facilities' Administration, additional equipment cannot be approved this at this time. Should the props be provided by the Service Provider, there are restrictions on whether they may be brought into the facility that require pre-approval of the facility Administration. Also, materials such as books and videos would also need prior approval.

1. Provide yoga training to adult male and female offenders which include instructions on cognitive reasoning, attention and intellectual awareness and mindfulness for dealing with frustration, depression, anger, and ill-health, through the scientifically proven techniques of mindfulness and meditation as a key element of Yoga practice training. Service activities shall consist of yoga training provided by certified yoga instructors and is best suited for adult male and female inmates (18+) in a prison setting.

The Service Provider shall deliver the services in the following manner:

- a. Deliver one (1) cohort per quarter (twelve-week period).
- b. Frequency will be twice a week.
- c. Provide two (2) hours per session.
- d. Group size will be a minimum of eight (8) and a maximum of fifteen (15) clients, except for Halawa Correctional Facility (HCF), which has a minimum of fifteen (15) and a maximum of twenty (20).

#### Facility Table

Facility:	Minimum/Maximum Group Size	Frequency of Class	Gender	Total Funding
1. WCCC.....	8-15.....	2 times a week.....	Female.....	\$25,000
2. HCF.....	15-20.....	2 times a week.....	Male.....	up to \$75,000
3. WCF.....	8-15.....	2 times a week.....	Male.....	up to \$75,000
4. OCCC.....	8-15.....	2 times a week.....	Male.....	up to \$75,000

The Service Provider awarded the contract for female inmates shall only be required to provide services at the Women's Community Correctional Center (WCCC).

The Service Provider awarded the contract for male inmates shall provide services at Halawa Correctional Facility (HCF), Waiawa Correctional Facility (WCF), and Oahu Community Correctional Center (OCCC). The Service Provider shall have the capability to accommodate the State's needs between these three facilities. If the minimum group size is not met, it will mean that the cohort will not commence at that facility. The selected Service Provider must be flexible with their staff's ability to provide services at different facilities depending on the State's need. For example, if there is not enough inmates to begin a cohort at WCF, however, because of additional interest at HCF, to be capable to conduct a second cohort at HCF.

The Department will notify the vendor in a timely manner if there are any changes to the number of cohorts at the facilities, in order to provide ample time for the vendor.

There is no guarantee that the Department will be able to assemble a full cohort at a certain facility, as the selection process is based on inmate's interest and approval by the CPS-Education Supervisor or designee.

2. Yoga training is addressed in group sessions to assist in providing the appropriate support for offenders.

3. Delivery of services by the Service Provider will be conducted on PSD property, Monday through Friday, at hours that shall receive prior approval from PSD staff. Classes will not be scheduled on State Holidays, and shall moved to another date. State Holidays as observed are available at <https://dhrd.hawaii.gov/state-observed-holidays/>

4. The Service Provider will utilize a detailed yoga training curriculum approved by the Department that focuses on practical application techniques that may include Ashtanga, Anusara, Hatha, Vinyasa, and Bikram yoga style of instruction.

5. Staff to inmate ratio should not exceed fifteen (15) inmates to 1 instructor, except for Halawa Correctional Facility (HCF), which may have up to twenty (20) inmates to 1 instructor.
6. The Service Provider will report to the Contract Monitor current updates on participant's progress, attendance, and track completion of yoga training.
7. Upon completion of each cohort, the Service Provider shall submit a listing of all enrolled participants who have completed, dropped (including the drop rate and reason, if known), and transferred (including date of transfer).
8. Facility Lockdown provisions. If there is a program cancellation, the facility Education Supervisor or designee will immediately inform the Service Provider. In the event that the notification is late and the instructor has already reached the facility, or has left his/her residence, the Education Branch will pay 50% of one hour rate to compensate the mileage. Even when due to security or PSD cancellation, the Department's expectation is there to be a make-up session arranged, so that the full curriculum is delivered (on the basis that each session in the 12 weeks has a specific lesson that would need to be delivered by the vendor before the end of the course).
9. No show provisions. If the Service Provider's instructor cannot come to the class as scheduled, he/she must send a substitute instructor. If that is not possible, a make-up class will be held as soon as possible and within the 12-week period of the contract. If the Service provider misses three sessions within the 12-week period, the contract may be terminated.
10. There shall be open communication by the Service Provider with the referring CPS Education Supervisor or designee of the facility regarding updates on the status of an inmate's progress or lack of progress, including identification of immediate problems and plans to resolve the problems.
11. Upon the end of the group session, the Service Provider should clear and leave the premises / facility within fifteen (15) minutes of the completion of class.
12. All class materials, such as handouts, must be provided by the Service Provider. No requests for the Department to make copies, give folders, etc.
13. If there are any problems, or inappropriate behavior by the inmates occur (e.g. inappropriate comments, etc.), the Service Provider shall immediately report this to the CPS Education Supervisor or designee, and Adult Corrections Officer (ACO) on duty, in order to file an incident report right away. The Service Provider's staff, including any witnesses would also be required to file an incident report prior to leaving the facility the day of said incidence.

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

**1. Personnel**

- a. All proposed staff shall submit to and pass the security requirements to enter the correctional facility.

- b. Service Provider shall be able to demonstrate that all current staff meets all licensing, registration, and/or credential requirements of being certified and experienced instructors as defined by yoga community standards. Yoga teacher training includes coursework in anatomy and physiology, instructional techniques, and yoga philosophy. Certifications should adhere to the guidelines set by the Yoga Alliance for 200 and 500 hour training programs. Instructors should have teaching experience of two years.
- c. The Service Provider's staff must have knowledge of the American College Sports Medicine (ACSM) / American Council on Exercise (ACE) Safety Guidelines of Contraindications and how they relate to yoga.
- d. The Service Provider's staff shall have their instructor's currently certified in First Aid and Cardiopulmonary Resuscitation (CPR).
- e. The Service Provider shall maintain documentation for each staff member of an initial and bi-annual tuberculosis (TB) skin test or chest X-ray.
- f. No persons currently serving a criminal sentence (i.e. furlough from a correctional facility, on probation, on parole, or under the terms of a DAG/DANC plea) shall be hired by the Service Provider or sub-contractor.
- f. Any employee with a criminal history shall be subject to review and approval by PSD. PSD will review and agree to the employment of staff and sub-contractors in writing. PSD must agree upon, any changes to staff and/or sub-contractors in writing.
- g. The staff and volunteers shall be under the supervision of the program director or his or her designee and shall accordingly be trained in inmate confidentiality issues and program quality assurance requirements.
- h. The Service Provider shall have sufficient and relevant staff training and development. All direct service staff shall have training in and be familiar with current procedures, and practices within the correctional facility.
- i. The Service Provider and/or Sub-Provider shall notify each of its employees as well as employees of any subcontractors, who provide services to any person committed to the custody of the Director of Public Safety for imprisonment pursuant to Chapter 706, including a probationer serving a term of imprisonment pursuant to Section 706-624(2)(a) and a misdemeanor or petty misdemeanor sentenced pursuant to Section 706-663, of the Hawaii Revised Statute, Section 707-731, Sexual assault in the second degree and Section 707-732, Sexual assault in the third degree. In addition the Service Provider and any subcontractor shall maintain a copy of the aforementioned statutes and shall maintain in each of the aforementioned employees and employees of any subcontractors' file written documentation that the employee has received notice of the statutes.
- j. Included in this is 28 Code of Federal Regulations 115: Prison Rape Elimination Act National Standards, hereafter referred to as the PREA Standards. In relation to

PREA Standards, PSD requires that the Service Provider, its staff, and subcontractors attend a mandatory PREA Standards training class and if applicable, a specialized PREA Standards training for Health Care workers and Investigators. PSD shall monitor the Service Provider, its staff, and sub-contractors compliance with the PREA Standards.

If the Service Provider meets the PREA definition of community confinement facility and provides services to PSD's offenders as a community confinement facility, then the Service Provider must adopt the relevant PREA Standards applicable to Community Confinement Facilities, which can be found at [www.prearesourcecenter.org](http://www.prearesourcecenter.org). The Service Provider, its staff, and sub-contractors are required to cooperate with any mandated PREA Standards Audits scheduled by PSD, as dictated by the PREA Standards. The PREA Standards related to the audit process are incorporated in CFR 115.401 to 115.405. PSD shall cover the costs associated with a PREA Standards Audit for the Service Provider who meets the definition of a community confinement facility.

- k. The Service Provider shall comply with all Federal, State, and County laws, administrative rules, regulations, ordinances, etc. and terms or conditions of PSD.
- l. The Service Provider and all staff providing services shall successfully complete PSD's Volincor Training. If a Volincor Training date is not available before the contract is in place, Volincor Training shall complete the training as soon as possible. The Service Provider shall coordinate the Volincor Training dates/times with PSD.
- m. The Service Provider will provide reasonable modifications to any disabled participant who needs an accommodation to comply with Title II of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12131-12134, and its implementing regulation at 28 C.F.R. Part 35. The Department will provide reasonable accommodations such as sign language interpreter, etc., and work with the Service Provider.

## **2. Administrative**

- a. The Service Provider shall operate their program in accordance with all Federal, State, and County laws, administrative rules, regulations, ordinances, etc. and policies of the Department of Public Safety.
- b. The Service Provider is required to meet the qualifying requirements specified in Chapter 103F, Hawaii Revised Statutes.
- c. The Service Provider is responsible for checking that all staff shall have licenses and certificates, as applicable, in accordance with federal, state and county regulations regarding CPR certification, first aid, and yoga training. Final approval and changes to staff shall be approved by the Department.
- d. The Service Provider shall supervise, train, and provide administrative direction relative to the delivery of services.

- e. The Service Provider shall ensure the staff receives appropriate supervision including administrative direction.
- f. The Service Provider shall inform and educate their employees, sub-contractors, and/or volunteers of all Hawaii Revised Statutes that have reference to the delivery of services for the inmates committed to the custody of the Director of PSD.
- g. The Service Provider shall maintain and show proof of a liability insurance policy in the coverages specified in Liability Insurance of this RFP.
- h. The Service Provider shall coordinate program activities with PSD staff such as the CPS Education Supervisor or designee or their designee, security staff, other correctional staff, etc.
- i. The Service Provider shall immediately report of any knowledge of criminal activity by an offender, whether potential or actual, to the PSD.
- j. The Service Provider shall submit a copy of its operating policies and procedures to PSD when requested. The copy is to be provided at the Service Provider's expense.
- k. As ruled by the Office of Information Practices, PSD may withhold from inspection by the offenders or his/her attorney, all confidential progress reports, assessment reports, and treatment recommendations provided by the Provider, unless instructed otherwise by the Department of the Attorney General. Whenever the Provider is requested by the offenders or his/her family, or his/her attorney, to provide assessment reports or treatment progress reports to the offenders, his/her family, or his attorney, the Provider shall inform the requesting party that such reports are the property of PSD, and that all requests should be directed to the contracting officer. Provider shall notify the contracting officer, that such a request was made. The Provider shall not release such reports directly to the offenders or to any party representing the offenders. Hawaii Revised Statutes Chapter 92, Section F-22 (1) (B) prohibits the release of confidential records that were previously submitted to criminal justice agencies.
- l. The Service Provider shall develop and maintain fiscal, statistical, and administrative records pertaining to services as specified by PSD.
- m. The Service Provider shall participate in meetings with PSD staff as needed, in order to ensure appropriate treatment is being provided, and services are being coordinated properly. PSD shall determine the frequency of these meetings.

### **3. Quality assurance and evaluation specifications**

The Service Provider shall ensure quality assurance and ongoing evaluation of the stated goals, objectives and activities of the program.

The Service Provider shall describe its own plans for quality assurance and evaluation for the proposed services, including methodology. Service Provider shall have a

mechanism for receiving, documenting, and responding to consumer grievances, including an appeals process.

The Service Provider shall allow PSD to monitor the Service Provider's compliance with the mandates and evaluate the services performed. Based on the assessment/audit report, the Service Provider will develop in concert with the contracting agency, an action plan to address deficiencies.

The Contract Manager shall evaluate unacceptable professional practice or deviations from the curriculum. The Contract Manager may at any time, recommend suspension of the services under the provisions of this agreement. Prior to the suspension of the agreement by PSD, the Service Provider shall be allowed to make every effort to correct any perceived unprofessional conduct by its staff, and shall be given reasonable time to do so. PSD shall determine reasonable time, but thirty (30) days is typical.

#### **4. Required Data Reporting (Process Data)**

##### **1. Pre and Post Test per inmate.**

- The proposed curriculum must contain a pre-test and post-test component administered by the Service Provider, with the results reported to the Department.

##### **2. Monthly Summary Report due the 5<sup>th</sup> of month attached to the monthly invoice.**

- The Service Provider shall provide the Monthly Summary report that will be attached to the invoice with offender sign-in sheets by the 5th of every month to the Contract administrator, and this report shall state:
  1. The date and time of each session, whether completed or interrupted.
  2. An attendance sheet of inmate students who attended the class. The attendance shall be signed in by all offenders in attendance. The attendance sheet shall be signed by the Service Provider as to the accuracy and authenticity of the offender's presence and participation.
  3. Total number of clients accepted into training.
  4. Number of clients terminated or dropped-out from training, with the reason if known (e.g. misconduct, transferred to another facility,

released on work furlough, parole, or sentenced served, etc.)

5. Number of students who completed the training.

3. End of Cohort Report - The Service Provider upon completion of each cohort, shall submit a listing of all enrolled yoga participants who have completed, dropped (including the drop rate and reason, if known), and transferred (including date of transfer). This report should include evaluation sheets, which is the student's evaluation of the program, their experiences, and how it has affected their lives (refer to page 3-5 under Section 3.4 Service Delivery, #6 Sample of Evaluation Sheet for inmate participants to fill out to provide feedback).

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

The Service Provider shall provide a detailed description of its outcome evaluation and measures of effectiveness and should include, but not limited to:

- Percent of participants/clients who have completed all requirements and expectations set forth.
- A report of each participant comparing the pre-test and the post test results of yoga application techniques,
- The End of Cohort report, and teacher observation, and student feedback.

## **6. Experience**

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

PSD shall approve the Service Provider's staff who will be providing services. The Service Provider shall immediately notify PSD if there is a change in Service Provider's staffing.

The Service Provider shall have a minimum of two years of experience in providing yoga training / instruction to adults. Experience in working with adult male and women in a correctional setting is preferable.

## **7. Coordination of services**

Service Provider shall be responsible for the coordination and the delivery of services to the inmates. PSD shall approve any



deviation from the number of sessions held with each inmate in writing.

Service Provider shall coordinate program activities, appointments and interviews with CPS Education Supervisor or designee, security staff, and other correctional staff.

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

Refer to above, #4. Required Data Reporting (Process Data), #5. Output and performance/outcome measurements and below, 2.5 Compensation and Method of Payment.

#### **C. Facilities**

Services will be provided in the Department's correctional facilities.

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

Provider 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.

The funding amount for this service is estimated at \$100,000.00 (\$75,000.00 for males, and \$25,000.00 for females) for the first year of the contract, and \$100,000.00 (\$75,000.00 for males, and \$25,000.00 for females) for the second year of the contract for the twenty-four (24) month period commencing on the date indicated on the Notice to Proceed. This contract may be extended for two (2) additional twelve (12) months or fraction thereof, subject to the availability of funds and upon mutual agreement in writing.

Total payment under this Agreement shall not exceed \$100,000.00 (\$75,000.00 for males, and \$25,000.00) for females per year, for the initial twenty-four (24) month term of this contract. Any costs incurred over the sums set out in the budget shall be approved by formal contract modification or be at the Service Provider's sole risk.

#### **A. Pricing Structure or Pricing Methodology to be Used**

Pricing shall be based on unit of service pricing structure. The pricing shall be the all-inclusive cost to the State (i.e. taxes, class materials, reporting requirements, case management, etc.), and no other charges will be honored.

#### **B. Units of Service and Unit Rate**

Proposals must include the unit cost per hour, per group as applicable as well as the estimated number of units to be provided.

- Unit cost for group session per group per hour

The Department requests one flat rate unit cost regardless of group size from minimum of eight (8) to fifteen (15) students, or Halawa Correctional Facility (HCF) group size from the minimum of fifteen (15) to twenty (20) students. The Service Provider awarded the male

inmates contract will be paid the same unit cost between the three facilities of WCF, HCF, and OCCC.

The unit cost shall include all taxes, materials needed for curriculum, etc. As the all-inclusive cost to the State, there will be no other charges will be honored. Copies of handouts and offender materials and supplies, administrative costs and case management are included in the service components, and shall not be billed separately.

Service Provider shall not receive separate compensation for time spent in consultation with Department staff regarding curriculum development, staff meetings and case conferences.

### **C. Invoicing**

The Service Provider shall submit an original invoice and two copies each month indicating the contract number, number of sessions conducted by phase, and payment due. If a Sub-Contractor performed the services indicate full business name of Sub-Contractor. All invoices shall be accompanied by documentation and shall include:

Invoices shall reference the contract number. Invoices shall be signed by the Service Provider's designee to verify the accuracy and authenticity. Along with the invoice, in accordance with Section 2, 2.4 Scope of Work, B. Management Requirements, 4. Required Data Reporting, the Service Provider shall include the Monthly Summary Report due the 5th of month attached to the monthly invoice. The Monthly Summary Report will contain:

1. The date and time of each session, whether completed or interrupted.
2. An attendance sheet of inmate students who attended the class. The attendance shall be signed in and out by all offenders in attendance. The attendance sheet shall be signed by the Service Provider as to the accuracy and authenticity of the offender's presence and participation.
3. Total number of clients accepted into training.
4. Number of clients terminated or dropped-out from training, with the reason if known (e.g. misconduct, transferred to another facility, released on work furlough, parole, or sentenced served, etc.)
5. Number of students who completed the training.

Copies of handouts and inmate materials and supplies, administrative costs and case management are included in the service components and shall not be billed separately.

The unit cost includes all taxes and shall be the all-inclusive cost to the State.

Service Provider shall submit to PSD's Corrections Program Services – Education (CPS/E), the monthly invoice, original and two (2) copies, for payment of delivered services no later than 30 days after the last session for the month. The address is:

Department of Public Safety  
Corrections Division – Corrections Program Services /Education  
919 Ala Moana Blvd., #405  
Honolulu, Hawaii 96814

The monthly invoice shall include where the Service Provider's representative shall certify the request for payment and PSD's representative shall approve for payment:

I certify that all expenditures reported  
or payments requested are to the best  
of my knowledge in full compliance with  
the terms and conditions of the contract:

Certified Correct and  
Approved for Payment:

\_\_\_\_\_  
Agency Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Representative

Service Provider shall be compensated in full for each service provided in accordance with the terms and conditions of the resultant Agreement.

If the Service Provider is registered on the Hawaii Compliance Express (HCE), a valid "Certificate of Vendor Compliance," or if they chose not to register on HCE, a tax clearance certificate not over two (2) months old with an original green certified stamp, must accompany the invoice for final payment on the contract.

### **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 Service Provider 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).*
- *Service Providers 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 Service Provider's score.*
- *Service Providers 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 (Refer to Section 1.2 Website Reference). However, the form will not include items specific to each RFP. If using the website form, the Service Provider 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

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

In the program overview, the applicant must specify what gender they are applying for.

The options are:

1. Apply for male inmates, shall provide services at all three locations of HCF, OCCC, and WCF.
2. Apply for female inmates, at WCCC.
3. Apply for both. If applying for both, please provide two separate proposals – one for females, and one for males.

## **3.2 Experience and Capability**

### **A. Necessary Skills and Experience**

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

The Applicant shall provide a detailed description of its qualifications, experience, and track record in providing yoga program services in the community in general, and offender populations specifically for the most recent five years.

- 1.) Verifiable experience as a Service Provider providing Yoga training (2-year minimum required);  
The Applicant shall provide a description of projects and contracts pertinent to the proposed services. Applicant shall provide a point of contact and telephone number for each contract listed. The Department reserves the right to contact any of the listed points of contact to inquire about the applicant's past service performance and personnel.
- 2.) Experience as a Service Provider providing services to offenders, which demonstrates staff's ability to work with inmates;

### **B. Quality Assurance and Evaluation**

The applicant shall ensure quality assurance and ongoing evaluation of the stated goals, objectives and activities of the program. This section shall include:

- 1.) The applicant shall describe its own plans for ensuring quality assurance and evaluation for the proposed services, including methodology.
- 2.) The applicant shall describe its mechanism for receiving, documenting, and responding consumer grievances, including an appeals process.
- 3.) The applicant must describe the success they have had in recruiting and retaining quality staff;

**C. Coordination of Services**

The Applicant shall describe their ability and/or plans to coordinate program activities, appointments and classes with the CPS Education Supervisor or designee specialist or their designee, security staff, and other correctional staff.

**D. Facilities**

This section is not applicable to this RFP. The services will be provided in the Department's correctional facilities.

**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.

Applicant should state its proposed staffing (e.g. 1 group facilitator per 8-15 offenders (or 15-20 offenders for HCF), etc.) Proposed staffing should match the organizational chart.

**2.) Staff Qualifications**

Applicant shall demonstrate that all current staff meets any applicable licensing and or credential requirements for the delivery of services.

The Service Provider shall provide the minimum qualifications (including experience) for staff assigned to the program. (Refer to the qualifications in Section 2: Service Specifications, as applicable). For each proposed staff that will be performing yoga services, the follow must be provided in the RFP as an attachment.

- a. Each instructor's certification of training.
- b. Each instructor having demonstrated two years of teaching yoga, and how each instructor has knowledge of the ACSM/ACE Safety Guidelines of Contraindications and how they relate to yoga.
- c. Each instructor's resume.
- d. Copy of each instructors' 4-year college degree and/or college transcript to be included in the proposal.

\*Originals or certified copies to be provided to the Contract Administrator upon award of a contract.

- e. Current First Aid and CPR Certification for each instructor.
- f. Documentation of each instructor of a TB skin test or chest x-ray.

**\*\*For Items e. and f., the Department will make an allowance for a written statement obligating the applicant to obtain these requirements should a notice of intent to award be issued, IF the applicant's proposed staff does not have the Current First Aid and CPR Certification, and documentation of TB skin test/chest x-ray available at the time of proposal submittal. The applicant shall provide the written statement indicating submittal of items e. and f. upon notice of intent to award, and must be submitted to the Department immediately. Failure to provide items e. and f. will be grounds for the Department to not consider the applicant for award.**

PSD shall approve the Applicant's staff and subcontractors, who will be providing yoga services. Applicant's staff shall immediately notify PSD if there is a change in Applicant's staffing.

## **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.

Applicant shall also describe all pre-service and in-service training provided to Applicant's staff, including number of training hours, and the method(s) used to evaluate the performance of Applicant's staff.

### **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.

The two charts should match the "Proposed Staffing." The chart should demonstrate the approach and rationale for the structure, functions, and staffing of the proposed organization for the overall service activity and tasks.

### **3. Sub-Contractors**



If Sub-Contractors are to be used, a statement from each Sub-Contractor must be included, signed by an individual authorized to legally bind the Sub-Contractor and stating:

- 1) Sub-Contractor's name, mailing address, telephone number, fax number, and contact person
- 2) General scope of work to be performed by the Sub-Contractor, and
- 3) Sub-Contractor's willingness to perform the work indicated
- 4) Sub-Contractor's qualifications and past experience

### **3.4 Service Delivery**

The scope of work encompasses the following tasks and responsibilities:

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.

Applicant shall include a completed description of services and activities proposed to provide a comprehensive program for male and female offenders. This section shall include, at a minimum, the following:

- 1) Program philosophy;
- 2) Program components, including curriculum based on twelve week program, basic structure, and methodology;
- 3) Description of how agency will provide services to a fluctuating enrollment with changing needs; and
- 4) Sample of pre- and post- test evaluation of inmate participants.
- 5) Sample of Evaluation Sheet for inmate participants to fill out to provide feedback, and assess the yoga training. This should contain a question component for participants to describe how yoga training affected their lives.

### **3.5 Financial**

#### **A. Pricing Structure**

Proposal shall be based on unit cost (Unit cost should include all costs necessary to provide the services at the estimated population.). The cost proposal shall be attached to the Proposal Application.

1. The following service unit rate includes all taxes and shall be the all-inclusive cost to the State:

#### **Units of Service and Unit Rate:**

1. For men: Unit Cost per group per hour – all-inclusive of instructional materials, taxes, and reports as required by Section Two.

2. For women: Unit Cost per group per hour – all-inclusive of instructional materials, taxes, and reports as required by Section Two.

### **3.6 Other**

#### **A. Litigation**

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

### 4.3 Evaluation Criteria

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

##### 1. Administrative Requirements

- Application checklist

##### 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
- 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 Service Provider an opportunity orient evaluators as to the service(s) being offered.

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

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

**A. Necessary Skills and Experience**

**12pts**

- Demonstrated skills, abilities, and knowledge relating to the delivery of the proposed services. (5pts)
- Verifiable minimum two years' experience providing yoga services.  
Applicant provided description of projects and contracts pertinent to the proposed services. Also provided listed points of contact to inquire about applicant's past service performance and personnel. (6pts)
- Experience providing services to offenders, which demonstrates staff's ability to work with inmates. (1pt)

**B. Quality Assurance and Evaluation**

**5pts**

- Described their own plans for ensuring quality assurance and evaluation for the proposed services, including methodology. (2pts)
- Described their mechanism for receiving, documenting, and responding to consumer grievances, including an appeals process. (2pts)
- Described their success in recruiting and retaining quality staff. (1pts)

**C. Coordination of Services****3pts**

- Described ability and/or plans to coordinate programs, appointments and classes with CPS Education Supervisor or designee, security staff, and other correctional staff.

**E. Facilities**

- Adequacy of facilities relative to the proposed services.

**NOT  
APPLICABLE****2. *Project Organization and Staffing (15 Points)***

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

**A. Staffing****9pts**

- Proposed Staffing: That the proposed staffing pattern, client/staff ratio, and proposed caseload capacity is reasonable to insure viability of the services. Proposed staffing matches the organizational chart and budget. (4pts)

- Staff Qualifications:

Demonstrated that all current staff meets applicable licensing and/or credential requirements for the delivery of services.  
(meets/not meet)

The applicant's proposal contained: (6pts)

(\*1pt for each item below)

- Each instructor's certification of training;
- Each instructor's two years' experience teaching yoga, and how each instructor has knowledge of the ACSM/ACE Safety Guidelines of Contraindications and how they relate to yoga;
- Each instructor's resume;
- Copy of each instructors' 4-year college degree and/or college transcript to be included in the proposal.  
\*Originals or certified copies to be provided to the Contract Administrator upon award of a contract
- Current First Aid and CPR; Certification for each instructor; or written statement exception.
- Documentation of each instructor of a TB skin test or chest x-ray. or written statement exception.

**B. Project Organization****6pts**

- Supervision and Training:

Described ability to supervise, train and provide administrative direction to staff relative to the delivery of the proposed services. (2pts)

Described all pre-service and in-service training provided to Applicant's staff, including number of training hours, and the method(s) used to evaluate the performance of Applicant's staff. (2pts)

- Organization Chart: Approach and rationale for the structure, functions, and staffing of the proposed organization for the overall service activity and tasks. (1pts)
- Use of Sub-contractors. (meets/does not meet)

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

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

- |  |               |
|--|---------------|
| • Program philosophy;  | <u>5 pts</u>  |
| • Program components, including curriculum based on twelve week program, basic structure, and methodology; | <u>35 pts</u> |
| • Description of how applicant will provide services to a fluctuating enrollment with changing needs;      | <u>5 pts</u>  |
| • Sample of pre- and post- test evaluation of inmate participants; and                                     | <u>5 pts</u>  |
| • Sample of Evaluation Sheet for inmate participants to fill out to provide feedback.                      | <u>5 pts</u>  |

**4. Financial (10 Points)**

- Competitiveness and reasonableness of unit of service cost, as applicable. 10 pts

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

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



**Section 5**  
**Attachments**

- A. Proposal Application Checklist
- B. Sample Table of Contents
- C. Questions and Responses to the Request for Information

## Proposal Application Checklist

Service  
Provider: \_\_\_\_\_

RFP No.: PSD 20-CPS/E-16

The Service Provider'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	Service Provider 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 or other Compliance Verification Certificates	Section 1, RFP	Hawaii Compliance Express SPO Website*	<b>X</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*		
SPO-H-206B	Section 3, RFP	SPO Website*		
SPO-H-206C	Section 3, RFP	SPO Website*		
SPO-H-206D	Section 3, RFP	SPO Website*		
SPO-H-206E	Section 3, RFP	SPO Website*		
SPO-H-206F	Section 3, RFP	SPO Website*		
SPO-H-206G	Section 3, RFP	SPO Website*		
SPO-H-206H	Section 3, RFP	SPO Website*		
SPO-H-206I	Section 3, RFP	SPO Website*		
SPO-H-206J	Section 3, RFP	SPO Website*		
<b>Certifications:</b>				
<b>Federal Certifications</b>		Section 5, RFP		
Debarment & Suspension		Section 5, RFP		
Drug Free Workplace		Section 5, RFP		
<b>Program Specific Requirements:</b>				
Proof of Insurance			<b>X</b>	
Copy of College Degree or transcript			<b>X</b>	

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

## **Sample Proposal Application**

### **Table of Contents**

<b>1.0</b>	<b>Program Overview .....</b>	<b>1</b>
<b>2.0</b>	<b>Experience and Capability .....</b>	<b>1</b>
	A. Necessary Skills .....	2
	B. Experience .....	4
	C. Quality Assurance and Evaluation .....	5
	D. Coordination of Services .....	6
	E. Facilities .....	6
<b>3.0</b>	<b>Project Organization and Staffing .....</b>	<b>7</b>
	A. Staffing .....	7
	1. Proposed Staffing .....	7
	2. Staff Qualifications .....	9
	B. Project Organization .....	10
	1. Supervision and Training .....	10
	2. Organization Chart (Program & Organization-wide) (See Attachments for Organization Charts)	
<b>4.0</b>	<b>Service Delivery .....</b>	<b>12</b>
<b>5.0</b>	<b>Financial .....</b>	<b>20</b>
	See Attachments for Cost Proposal	
<b>6.0</b>	<b>Litigation .....</b>	<b>20</b>
<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	

**Responses to Question Raised by Applicants  
For Request for Information No.: PSD 20-CPS/E-16, Yoga Training for  
Inmates on Oahu**

Question 1: It would be helpful to know what form of handouts or information the inmates are allowed to have. For example, are stapled papers allowed? Looseleaf papers in a folder? Paperclips? If there is any form of binding that is allowed that would be helpful to know.

*Response: No Paperclips are allowed. Staples are allowed but should be limited (kept to minimal use). Manila folders or rubber/soft bound workbooks are ok. No hardcover material allowed.*

Question 2: Can you specify what a reasonable response time is should any problems or emergencies come up while teaching?

*Response: Regarding reporting and response time for problems or emergencies, please see Section 2, 2.4 Scope of Work, A. Service Activities, Item #13 is added.*

Question 3: It is reasonable for a vendor to be flexible to move staff between the three facilities particularly if it is discussed in advance. I think there would have to be sufficient notice and it couldn't be changing every week. It may be ideal to evaluate where staff is most needed for example four weeks after the start of a cohort and then again at the end.

*Response: Yes, for the Service Provider awarded male inmates, any change in location of cohorts between OCCC, HCF, or WCF will be conducted from one quarter to another.*

Question 4: To be clear, are we to submit two separate proposals, one for WCCC and one for the three male facilities? Or, do we submit one proposal for all four facilities? Or a proposal for each facility?

*Response: Please submit two separate proposals, one for males (proposal shall demonstrate ability to provide services at all three facilities: OCCC, HCF, and WCF), and one for females (services only at WCCC). Do not submit one proposal, and do not submit a proposal for each facility.*

*In Section 3, 3.1 Program Overview, of the applicant's proposal, the applicant shall specify if they are applying for male, female, or both genders.*

*On pages 3-5 and 3-6, Section 3, 3.5 Financial, A. Pricing Structure, the unit cost is requested as one for males and one for females (in order to provide clarity to the Department's evaluation committee).*

Question 5: Can you please elaborate on the requirements for Section 2.2 Contract Monitoring and Evaluation, subsections (1)—(5)? The requirements seem overly onerous.

*Response: Section 2, 2.2 Contract Monitoring and Evaluation items #1 to 5 are the standard requirements for evaluation for many State contracts. It is information for the applicant regarding the criteria the Contract Monitor (CPS/E-Education Supervisor) will use to evaluate the Service Provider's performance, and see areas that may be improved upon in future procurements.*

Question 6: Must a college degree be required of the Yoga teachers? (P.24) There seems to be a conflict in the RFI instructions regarding this issue.

*Response: Yes, all proposed yoga trainers need to have a college degree. We could not identify a "conflict" in the RFI instructions, however, it is made clear that college degree is a requirement for all the applicant's yoga instructors.*

Question 7: Can supporting documents already in your possession from the recent RFP for WCCC for teachers and other requirements such as insurance, by-laws, and teacher certifications previously sent be utilized for the RFP (s)? Or will we be required to send in all new documents?

*Response: No, because these are different Request for Proposals. However, the applicant may follow in accordance with HAR §3-143-612, and contact us as [psd.bids@hawaii.gov](mailto:psd.bids@hawaii.gov) to request retrieval of previous proposal.*

Question 8: Is bi-annual TB documentation really necessary; such a requirement seems unnecessarily burdensome? Annual testing would seem more practical and less onerous on contractors given all the other required administrative duties under the contract.

*Response: After checking with the Department's Volicor program staff, if the contractor remains 'Active' and is coming in regularly then the TB requirement is waived when they complete their biennial training.*

*The only time that the contractor is required to provide TB documentation is prior to becoming 'Active' and if there is a break in service for 1 year or more. Our Volincor program staff states this is specified in the Volincor instructions that the contractors are given.*

Question 9: Pursuant to Section 2.4 (14): Will PSD prepare and distribute to contractors necessary forms for maintaining program records such as a Monthly Summary Report form?

*Response: The Monthly Summary Report will be made in a format created by the Service Provider, and shall contain required information from Section 2, 2.4 Scope of Work, B. Management Requirements, 4. Required Data Reporting, Item #2.*

*The only form that the Department will provide is a class attendance sheet, which contains inmate's name, housing, and area for signature.*

Question 10: Pursuant to Section 2.4 (15): Will preference be given to contractors whose teachers have at least one to two years of teaching experience in institutional or correctional settings?

*Response: There is a preference on the part of scoring, because there will be one point designated in Section 4, B. Phase 2 – Evaluation of Proposal Application, 1. Experience and Capability, A. Necessary Skills and Experience, for an applicant's experience providing services to offenders, which demonstrates staff's ability to work with inmates. However, there will be no preference in the award.*

Question 11: Does Section 2.9 (j) require PREA training in addition to the Volincor PREA training? If so, this requirement seems burdensome. Please explain.

*Response: Contractors or volunteers receive their PREA training through Volincor at the beginning and every 2 years after.*

Question 12: Does the unit of pricing structure under Section 2-14 (A) & (B) mean that we provide you with an hourly rate as well as the total proposed cost for each facility? What do you mean by “estimated number of units to be provided?” Number of classes taught at each facility? Or cost per class?

*Response: Yes, please provide an hourly rate. For the estimated number of units to be provided, please see the example below. The intent is to show the Department, that based upon your proposed hourly unit cost, would cover cohorts at each facility with the available funding amount*

*The Department understands that the number of cohorts is not guaranteed at each facility, depending on inmate interest. However, in evaluating the applicant’s proposal, the evaluation committee needs to be able see that from the proposed unit cost, the number of cohorts that the applicant could run.*

*For clarification, an example to follow would be the following:*

<i>Unit Cost per hour</i>	<i># of hours</i>	<i>Price Per Class</i>	<i>Twice a week</i>	<i># of weeks</i>	<i>Price Per Cohort</i>	<i>Facility</i>
\$10.00	x 2	= \$20.00	x 2	x 12 wks	= \$480.00	OCCC
\$10.00	x 2	= \$20.00	x 2	x 12 wks	= \$480.00	HCF
\$10.00	x 2	= \$20.00	x 2	x 12 wks	= \$480.00	WCF
Total:					\$1,440.00	

Question 13: Will you be emailing out the RFP to RFI respondents?

*Response: An email will be sent to RFI respondents upon the posting of the RFP on the State Procurement Office website. The RFP document will be available for download in an electronic format.*

Question 14: How many potential applicants have responded to this RFI?

*Response: The department has received two “responses” to the RFI. However, we are unable to determine “potential applicants” from RFI responses, as participation in the RFI is on a voluntary basis, and not a requirement to be an applicant to the RFP.*