



Department of Health Developmental Disabilities Division

RELEASE DATE: OCTOBER 8, 2024

REQUEST FOR PROPOSALS No. RFP-HTH-501-25-36

SEALED OFFERS FOR

Scheduling Supports Intensity Scale – Adult Version® (SIS-A) Assessments

STATE OF HAWAII DEPARTMENT OF HEALTH

WILL BE RECEIVED UP TO 12:00 PM ON

NOVEMBER 8, 2024

IN THE KINAU HALE BUILDING, 1250 PUNCHBOWL STREET, ROOM 463, HONOLULU, HAWAII 96813. DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO LEIMOMI FERNANDES-OTAKE, TELEPHONE (808) 587-9312, FACSIMILE (808) 586-5844 OR E-MAIL AT LEIMOMI.FERNANDES-OTAKE@DOH.HAWAII.GOV.

SAYURI SUGIMOTO
Procurement Officer

RFP-HTH-501-25-36

TABLE OF CONTENTS

	<u>Page</u>
SECTION ONE: INTRODUCTION, TERMS AND ACRONYMS AND KEY DATES.....	1
SECTION TWO: BACKGROUND AND SCOPE OF WORK	5
SECTION THREE: PROPOSAL FORMAT AND CONTENT.....	11
SECTION FOUR: EVALUATION CRITERIA.....	17
SECTION FIVE: CONTRACTOR SELECTION AND CONTRACT AWARD.....	19
SECTION SIX: SPECIAL PROVISIONS.....	24
SECTION SEVEN: ATTACHMENTS AND EXHIBITS.....	26
• Attachment 1: OFFER FORM, OF-1	
• Attachment 2: OFFER FORM, OF-2	
• Exhibit A: BUSINESS ASSOCIATE AGREEMENT	
• Exhibit B: GENERAL CONDITIONS	
• Exhibit C: CONTRACT FORM	
• Exhibit D: WAGE CERTIFICATE	
• Exhibit E: CLASS AND MINIMUM QUALIFICATION SPECIFICATIONS	
• Exhibit F: OVERVIEW OF THE RFP PROCESS	
• Exhibit G: GENERAL PROVISIONS	

SECTION ONE
INTRODUCTION, TERMS AND ACRONYMS, KEY DATES

1.1 INTRODUCTION

The State of Hawaii, Department of Health (“DOH”), Developmental Disabilities Division (“DDD”) (herein “STATE”) is requesting proposals for qualified applicants to provide Supports Intensity Scale – Adult Version® (“SIS-A”) assessment scheduling services. The SIS-A assessment, which was developed by the American Association on Intellectual and Developmental Disabilities (“AAIDD”), is a standardized assessment tool designed for persons with intellectual and/or developmental disabilities (“I/DD”) who are ages eighteen (18) years and older. SIS-A assessments are conducted to develop Individualized Service Plans (“ISP”) and budgets for STATE participants. The ISP is required by statute, Section 333F-6 Hawaii Revised Statute (“HRS”), and by the Medicaid §1915(c) Home and Community Based Services Waiver (“I/DD Waiver”). The STATE shall use the SIS-A assessment to assess the type, intensity, and frequency of supports a participant needs to fully participate in their personal, work-related, community, and social activities.

The CONTRACTOR shall be the first to contact participants, their families and/or legal guardian(s), and other qualified respondents in order to schedule SIS-A assessments on an ongoing basis. The CONTRACTOR shall provide clear and complete information about the SIS-A scheduling and assessment process and answer any questions about the SIS-A assessment.

The CONTRACTOR shall schedule all SIS-A assessments as prioritized by the STATE with the number of scheduled assessments per month ranging between sixty (60) and one hundred twenty (120) assessments for a twelve (12) months period with participants, their families or legal guardian(s), other qualified respondents, and the STATE and/or the AAIDD assessor. The CONTRACTOR shall prioritize the scheduling of SIS-A assessments to ensure that there is a current valid assessment available prior to the participants’ ISP due date as determined by the STATE.

1.2 CANCELLATION

The Request for Proposals (“RFP”) may be cancelled and any or all proposals rejected, in whole or in part, without liability to the STATE when it is determined to be in the best interest of the STATE.

1.3 TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION

AAIDD	= American Association on Intellectual Developmental Disabilities
AG	= Attorney General
ASL	= American Sign Language
BAFO	= Best and Final Offer
CD	= Compact Disc
CM	= Case Manager
COGS	= Certificate of Good Standing
CPO	= Chief Procurement Officer
DAGS	= Department of Accounting and General Services
DDD	= Developmental Disabilities Division

DOH	= Department of Health
GC	= General Conditions, issued by the Department of the Attorney General
GET	= General Excise Tax
GP	= General Provisions
HANDS	= Hawaii Awards & Notices Data System
HAR	= Hawaii Administrative Rules
HCE	= Hawaii Compliance Express
HIPAA	= Health Insurance Portability and Accountability Act of 1996
HRS	= Hawaii Revised Statutes
HST	= Hawaii Standard Time
I/DD	= Intellectual and Developmental Disabilities
ISP	= Individualized Service Plan means the written plan required by HRS 333F-6 that is developed by the individual, with the input of family, friends, and other persons identified by the individual as being important to the planning process. The plan shall be a written description of what is important to the person, how any issue of health or safety shall be addressed, and what needs to happen to support the person in the person's desired life.
Participant	= Person with Intellectual/Developmental Disabilities who receives services from DDD.
PHI	= Protected Health Information
Procurement Officer	= The contracting officer for the State of Hawaii, State Procurement Office
RFP	= Request for Proposals
SIS-A	= Supports Intensity Scale-Adult Version
SIS-A Assessor	= A trained employee of the Developmental Disabilities Division facilitates the SIS-A assessment with participants, their families or legal guardian(s), and other respondents
SIS Online Scheduler	= Supports Intensity Scale Online = Schedulers organize and coordinate SIS-A assessments for DDD participants.
SPO	= State Procurement Office
State	= State of Hawaii, including its departments, agencies, and political subdivisions.

1.4 RFP SCHEDULE AND SIGNIFICANT DATES

The following schedule represents the STATE's best estimate of the schedule that will be followed. All times indicated are in Hawaii Standard Time ("HST"). If a component of this schedule, such as "Proposal Due date/time" is delayed, the rest of the schedule will likely be shifted by the same number of days. Any change to the *RFP Schedule and Significant Dates* shall be reflected in and issued in an addendum. The approximate schedule is as follows:

Release of Request for Proposals	October 8, 2024
Pre-proposal Conference	N/A
Due date to Submit Questions	October 16, 2024 11:00 A.M. HST
State's Response to Questions*	October 23, 2024 11:00 A.M. HST
Proposals Due date/time	November 8, 2024 12:00 P.M. HST
Proposal Evaluations	November 11, 2024 to November 13, 2024
Discussion with Priority Listed Offerors (if necessary)	N/A
Best and Final Offer (if necessary)	N/A
Notice of Award	November 15, 2024
Contract Start Date	December 1, 2024

1.5 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will not be held for this solicitation.

1.6 QUESTIONS AND ANSWERS PRIOR TO OPENING OF PROPOSALS

All questions shall be submitted by the due date specified in Section 1.4, *RFP Schedule and Significant Dates*, as amended.

Potential Offerors shall submit questions in writing in Microsoft Word via email to Leimomi.Fernandes-Otake@doh.hawaii.gov:

The STATE will respond to questions through addenda/amendments by the date specified in Section 1.4, *RFP Schedule and Significant Dates*, as amended.

1.7 PROPOSAL MAIL-IN AND DELIVERY INFORMATION

The Offeror shall submit five (5) hard printed copies of their proposal along with an electronic version on a USB flash drive.

Proposals that are hand-delivered shall be received at the Kinau Hale Building, Developmental Disabilities Division, 1250 Punchbowl Street, Room 463, Honolulu, Hawaii 96813, Monday through Friday from 8:30 a.m. to 4:00 p.m., excluding State and Federal holidays.

The Offeror shall provide the Offeror's company name, name of the person delivering the proposal, and the RFP# listed on the cover of this RFP to Leimomi Fernandes-Otake via email Leimomi.Fernandes-Otake@doh.hawaii.gov prior to hand-delivering the proposal so that the Offeror's name can be added to the visitor log at the Kinau Hale Building. Proposals must be received by the due date and time specified in Section 1.4, *RFP Schedule and Significant Dates*, as amended.

Proposals that are mailed-in by U.S. Postal Service, shall be mailed to the following address and must be received by the due date and time specified in Section 1.4, *RFP Schedule and Significant Dates*, as amended.

Department of Health
Developmental Disabilities Division
Leimomi Fernandes-Otake
1250 Punchbowl Street, Room 463
Honolulu, Hawaii 96813

SECTION TWO

BACKGROUND AND SCOPE OF WORK

2.1 PROJECT OVERVIEW AND HISTORY

The STATE provides services statewide for participants with I/DD. The STATE strives to deliver effective and appropriate services and supports in the participants' homes and in the community.

The STATE shall use the SIS-A assessment to assess the type, intensity, and frequency of supports a participant needs to participate fully in their personal, work related, community, and social activities which is directly integrated into the ISP during the development process. The CONTRACTOR shall be the first contact with participants, their families and/or legal guardian(s), and other qualified respondents in order to schedule SIS-A assessments on an ongoing basis. The CONTRACTOR shall provide participants, their families and/or legal guardian(s), and other respondents clear and complete information about the SIS-A scheduling and assessment process and answer any questions about the SIS-A assessment. The CONTRACTOR shall schedule all SIS-A assessments with participants, their families and/or legal guardian(s), other qualified respondents, and the STATE assessor as prioritized by the STATE, with the number of scheduled assessments per month ranging between sixty (60) and one hundred twenty (120) assessments for twelve (12) months. The CONTRACTOR shall prioritize the scheduling of SIS-A assessments to ensure that there is a current valid assessment available as determined by the STATE. The exception to scheduling the minimum of sixty (60) assessments in a given month is if there are less than sixty (60) assessments to schedule as determined by the STATE.

2.2 SCOPE OF WORK

This section details the requirements for services to be met by the CONTRACTOR. All services shall be in accordance with this RFP, including its attachments and any addenda.

For the purpose of this RFP, "CONTRACTOR" refers to the selected applicant agency. The purpose of this section of the RFP is to notify all applicants of the specific requirements that will be included in the Contract to provide SIS-A assessment scheduling for the STATE.

The CONTRACTOR shall provide SIS-A assessment scheduling services as specified herein.

A. Coordinating, Scheduling, and Confirming SIS-A Assessments

The CONTRACTOR shall:

1. Coordinate, schedule, and confirm SIS-A assessments using Supports Intensity Scale Online ("SIS Online") upon notification from the STATE;
 - a) Confirm receipt of email within three (3) business days once the CONTRACTOR receives the following scheduling information via email from

the Case Manager ("CM")'s supervisor or designee notifying the CONTRACTOR of the need for a SIS-A assessment at least three (3) months in advance:

- 1) Demographic information about the participant;
 - 2) Specific information about who should be contacted, such as the family or legal guardian(s), service providers, or respondents who have known the participant for at least three (3) months and who understands and is able to report on the participant's support needs;
 - 3) Contact information for the person(s) who should be contacted such as name, relationship to participant, and/or email and phone number; and
 - 4) Any special needs or accommodations, including interpreter services, needed by the participant or respondents.
 - b) Utilize SIS Online to schedule SIS-A assessments. SIS Online is a web-based system for completing, viewing, and aggregating results for SIS-A assessments and is provided by the AAIDD. The STATE maintains a separate Contract with AAIDD regarding continued access to and license to use SIS Online.
2. Contact the participant, and their family or legal guardian(s) via phone, email, and/or other appropriate methods approved by the STATE to schedule the SIS-A assessment within ten (10) working days from receipt of the notification from the STATE and receipt of complete scheduling information;
- a) Make three (3) separate attempts to contact the participant and family or legal guardian(s). Each contact attempt shall be logged via SIS Online;
 - 1) Notify the participant's assigned CM within three (3) working days if the CONTRACTOR is unable to contact the participant and family or legal guardian(s) after three (3) attempts over the course of ten (10) working days, allowing at least two (2) calendar days between each attempt.
 - b) Provide and coordinate the following information when contact is made with the participant and the family or legal guardian(s):
 - 1) A brief introduction that describes the role of the scheduler (e.g., name and CONTRACTOR's name);
 - 2) An overview of the SIS-A assessment process;
 - 3) Answers to any questions about the SIS-A assessment;
 - 4) Accommodations needed including interpreter services (accommodations will be coordinated by the STATE);
 - 5) Coordinate a date, time, and location that works best for the participant and their family or legal guardian(s) to meet for the SIS-A assessment; and
 - 6) Coordinate the method of administering the assessment that works best for the assessor, participant, and their family or legal guardians(s) to conduct the SIS-A assessment; electronic communications platform (i.e. zoom) or in person.
3. Coordinate with all stakeholders (i.e., participants, their families or legal guardian(s), and respondents) until there is an agreement on the date, time, and

location when the participant and at least two (2) respondents are able to meet for the SIS-A assessment;

4. Confirm the final information with all stakeholders by phone or mail;
5. Notify the SIS-A assessor, the participant's CM, and the CM's supervisor of the participant's name, respondents' information, date, time, and location of the SIS-A assessment via email at least one (1) week before the scheduled assessment date;
6. Enter the confirmed schedule-related information into the SharePoint calendar provided by the STATE once all stakeholders have agreed upon a date;
7. Make one (1) reminder call to the stakeholders two (2) to three (3) business days before the SIS-A assessment. During this call the CONTRACTOR shall reconfirm with all stakeholders that they will attend their scheduled SIS-A assessment; and
8. Contact all participants to cancel the SIS-A assessment as soon as possible if the stakeholders and/or the assessor are unable to complete the SIS-A assessment as scheduled. The CONTRACTOR shall then repeat all necessary steps under section A. 2 to A. 7 to reschedule the SIS-A assessment.

B. Creating and Assigning SIS-A Assessments in SIS Online

The CONTRACTOR shall:

1. Create and Assign Assessments in SIS Online;
 - a) Create a new assessment record in SIS Online, on screens one (1) and two (2) of the Interview and Profile Form and Interview Planning page at the time of scheduling the assessment by entering the following:
 - 1) Participant's demographic information which includes primary language, primary communication mode, date of birth, sex, IQ Range, Adaptive Behavioral Range, race, ethnicity, presence of disabilities, type of residence, location, education attainment, and current employment;
 - 2) Respondents' information (i.e., respondent's name, phone number, relationship to the participant, and date of the assessment);
 - 3) Each date and time that stakeholders are contacted. Note the method of contact: phone, email, letter, fax, etc.;
 - 4) Assessor's information (only after the scheduled assessment has been confirmed) which includes the assessor's name, position, affiliation, phone number, and email address; and
 - 5) Other pertinent information, such as accommodations required (e.g., language interpreter, augmentative communication device, American Sign Language ("ASL") interpreter, and devices to aid individuals with impaired vision).

- b) Edit assessment records that have been re-scheduled and document all actions taken in regard to scheduling the SIS Assessment within five (5) business days prior to the rescheduled assessment to ensure accuracy of all information entered into SIS Online.

C. Schedulers

The CONTRACTOR shall:

1. Recruit, train, and retain a sufficient number of schedulers to schedule SIS-A assessments timely and accurately which includes, but are not limited to:
 - a) Ensuring that the schedulers have the skills and competencies to provide a clear overview of the SIS-A scheduling and assessment process to participants, their families or legal guardian(s), and other respondents;
 - b) Ensuring that the schedulers have skills and competencies which include, but are not limited to, customer service and organizational skills; and
 - c) Ensuring schedulers have the ability to answer any questions or concerns brought by respondents, coordinate multiple schedules using a calendar tool, and organize and share information using various data spreadsheets.
2. Provide necessary and appropriate training to the schedulers to be able to answer questions from respondents accurately and timely.

D. Health Insurance Portability and Accountability Act ("HIPAA")

The CONTRACTOR shall:

1. Assume responsibility for its own determination and compliance efforts in regard to the HIPAA of 1996, Public Law 104-191;
2. Provide an appropriate level of training on HIPAA to the CONTRACTOR's employees who will be, or have a possibility of, providing any part of the services specified in the Contract prior to providing services;
3. Comply with the HIPAA rules and regulations; and
4. Enter into a Business Associate Agreement, attached hereto as Exhibit "A" and made a part here of, with the STATE.

E. Fraud, Abuse, and Waste

The CONTRACTOR shall:

1. Identify its employees and SUBCONTRACTORS, if applicable, who may be committing fraud, abuse, and/or waste. The CONTRACTOR's activities shall include, but are not limited to, monitoring the billings of its employees and SUBCONTRACTORS, if applicable, to ensure claims are submitted for payment

in a timely manner and investigating all reports of suspected fraud, abuse, and waste by its employees and/or SUBCONTRACTORS;

2. Agree to provide access to all requested records and documents in a timely manner as determined by the STATE; and
3. Ensure that SUBCONTRACTORS, if applicable, provide the STATE access to all requested records and documents in a timely manner as determined by the STATE.

F. Reports and Meetings

The CONTRACTOR shall:

1. Provide monthly reports and participate in meetings with the STATE;
 - a) Provide monthly data reports prior to the 10th of the following month via email to the STATE in Microsoft Office compatible files which shall include, but are not limited to:
 - 1) Participants' names, CMs' names, dates of assessments;
 - 2) The number of scheduled assessments per month;
 - 3) The number of assessments completed per month;
 - 4) The number of assessments assigned per scheduler per month;
 - 5) Number of rescheduled assessments per month;
 - 6) Number of cancelled assessments per month;Number of no-show assessments per month; and
Any concerns, questions or comments brought by participants or his/her respondents and/or family members relevant to the SIS Assessment
2. Participate in coordinating meetings as requested by the STATE.

2.3 HAWAII DEPARTMENT OF HEALTH RESPONSIBILITIES

Not Applicable

2.4 TERM OF CONTRACT

The contract shall be for a period of twelve (12) months and is intended to begin approximately on December 1, 2024.

Unless terminated, this contract may be extended by the STATE for specified periods of time not to exceed five (5) years or for not more than five (5) additional twelve (12) month periods, upon mutual agreement and the execution of a supplemental contract or contract modification.

The contract price or commission paid to the CONTRACTOR for the extended period shall remain the same or as described in the offer.

2.5 CONTRACT ADMINISTRATOR

For the purposes of this Contract, Kasha Litecky, Kasha.Litecky@doh.hawaii.gov,

(808) 974-4284, or her authorized representative, is the designated Contract Administrator.

SECTION THREE

PROPOSAL FORMAT AND CONTENT

3.1 OFFEROR'S AUTHORITY TO SUBMIT AN OFFER

The STATE will not participate in determinations regarding an Offeror's authority to sell a product or service. If there is a question or doubt regarding an Offeror's right or ability to obtain and sell a product or service, the Offeror shall resolve that question prior to submitting an offer.

3.2 REQUIRED REVIEW

Before submitting a proposal, each Offeror must thoroughly and carefully examine this RFP, any attachments, addenda, and other relevant documents to ensure the Offeror understands the requirements of the RFP. The Offeror must also become familiar with State, local, and Federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work required.

Should the Offeror find defects and questionable or objectionable items in the RFP, The Offeror shall notify the STATE in writing prior to the deadline for written questions as stated in the Section 1.4, *RFP Schedule and Significant Dates*, as amended. This will allow the issuance of any necessary corrections and/or amendments to the RFP by addendum and mitigate reliance of a defective solicitation and exposure of proposal(s) upon which award could not be made.

3.3 PROPOSAL PREPARATION COSTS

Any and all costs incurred by the Offeror in preparing or submitting a proposal shall be the Offeror's sole responsibility whether or not any award results from this RFP. The STATE shall not reimburse such costs.

3.4 TAX LIABILITY

Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. The CONTRACTOR is advised that they are liable for the Hawaii General Excise Tax ("GET") at the 4.5% rate for sales made on Oahu, and at the 4% rate for the islands of Hawaii, Maui, Molokai, and Kauai. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, the Offeror shall state its tax-exempt status and cite the HRS chapter or section allowing the exemption.

Federal I.D. Number and Hawaii General Excise Tax License I.D.: The Offeror shall submit its current Federal I.D. No. and Hawaii General Excise Tax License I.D. number in the space provided on Offer Form, page OF-1, thereby attesting that the Offeror is doing business in the State and that the Offeror will pay such taxes on all sales made to the STATE.

3.5 PROPERTY OF STATE

All proposals become the property of the State of Hawaii.

3.6 CONFIDENTIAL INFORMATION

If an Offeror believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld from disclosure as confidential, then the Offeror shall inform the Procurement Officer named on the cover of this RFP in writing and provide justification to support the Offeror's confidentiality claim. Price is not considered confidential and will not be withheld.

An Offeror shall request in writing nondisclosure of information such as designated trade secrets or other proprietary data the Offeror considers to be confidential. Such requests for nondisclosure shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

3.7 EXCEPTIONS

Should the Offeror take any exception to the terms, conditions, specifications, or other requirements listed in the RFP, the Offeror shall list such exceptions in this section of the Offeror's proposal. The Offeror shall reference the RFP section where exception is taken, a description of the exception taken, and the proposed alternative, if any. The STATE reserves the right to accept or not accept any exceptions.

No exceptions to statutory requirements of the General Conditions attached hereto as Exhibit "B" shall be considered.

3.8 PROPOSAL OBJECTIVES

- 3.8.1 One of the objectives of this RFP is to make proposal preparation easy and efficient, while giving Offerors ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective.
- 3.8.2 Proposals shall be prepared in a straightforward and concise manner in a format that is reasonably consistent and appropriate for the purpose. Emphasis will be on completeness, clarity, and content.
- 3.8.3 When an Offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Offeror has identified as necessary to successfully complete the obligations outlined in this RFP.
- 3.8.4 The proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this RFP as stated in Section 2.2, *SCOPE OF WORK*.
- 3.8.5 Offeror shall submit a proposal that includes an overall strategy, timeline and plan for the work proposed, as well as expected results and possible shortfalls.

3.9 PROPOSAL FORMS

3.9.1 To be considered responsive, the Offeror's proposal shall respond to and include all items specified in this RFP and any subsequent addendum. Any proposal offering any other set of terms and conditions that conflict with the terms and conditions providing in the RFP or in any subsequent addendum may be rejected without further consideration.

3.9.2 Offer Form, Page OF-1. Offer Form, OF-1, is required to be completed using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable, in the appropriate space on Offer Form, OF-1 (SECTION SEVEN, Attachment 1). Failure to do so may delay proper execution of the Contract.

The Offeror's authorized signature on the Offer Form, OF-1, shall be an original signature in ink, which shall be required before an award, if any, can be made. The submission of the proposal shall indicate the Offeror's intent to be bound.

3.9.2 Offer Form, Page OF-2. Pricing shall be submitted on Offer Form, OF-2, (SECTION SEVEN, Attachment 2). The price shall be the all-inclusive cost, including the GET, to the STATE. No other costs will be honored. Any unit prices shall be inclusive.

3.10 PROPOSAL CONTENTS

Proposals must:

3.10.1 Include a transmittal letter to confirm that the Offeror shall comply with the requirements, provisions, terms, and conditions specified in this RFP.

3.10.2 Include a signed Offer Form, OF-1, with the complete name and address of the Offeror's firm and the name, mailing address, telephone number, and fax number of the person the STATE should contact regarding the Offeror's proposal.

3.10.3 If SUBCONTRACTOR(s) will be used, append a statement to the transmittal letter from each SUBCONTRACTOR, signed by an individual authorized to legally bind the SUBCONTRACTOR and stating:

- a. The general scope of work to be performed by the SUBCONTRACTOR;
- b. The SUBCONTRACTOR's willingness to perform for the indicated.

3.10.4 Provide all of the information requested in this RFP in the order specified.

3.10.5 Be organized into sections, following the exact format using all titles, subtitles, and numbering, with tabs separating each section described below. Each section must be addressed individually, and pages must be numbered.

- a. Transmittal Letter

See SECTION SEVEN, Attachment 1, Offer Form OF-1.

b. Experience and Capabilities.

Proposals shall describe the Offeror's qualifications for SIS-A assessment scheduling services. The Experience and Capabilities Section must also include:

- 1) A complete, relevant, and current client listing;
- 2) The number of years the Offeror has been in business and the number of years the Offeror has performed services specified by this RFP. To include start and end dates for when the Offeror has provided supports for and direct communication with participants with I/DD and their families or legal guardian(s);
- 3) List the islands the Offeror currently provides supports for and direct communication with participants with I/DD, their families or legal guardian(s), and other stakeholders, such as service providers;
- 4) Briefly (using one (1) paragraph per example), describe three (3) examples of projects when the Offeror has coordinated work with ISP teams, and assisted participants with I/DD and their families or legal guardian(s) by:
 - a) Providing clear and complete information about government services and requirements;
 - b) Addressing questions about the government services and requirements; and
 - c) Explaining how services from the STATE operate.
- 5) A list of at least three (3) references from the Offeror's client listing that may be contacted by the STATE as to the Offeror's past and current job performance. Offeror shall provide names, titles, organizations, telephone numbers, and email and postal addresses.

c. Staffing and Project Organization

- 1) Staffing plan to implement the Scope of Work of this RFP including organizational chart with functional responsibilities and list of key personnel.
- 2) Describe and demonstrate that the assignment of staff would be sufficient to effectively administer, manage, supervise, and provide the required services. The Offeror shall give the number and title of the positions needed to provide the specific service activities. Position descriptions shall also be submitted.
- 3) Briefly describe the experience the Offeror has in training others in Hawaii to work effectively with participants with I/DD and their families or legal guardian(s).

d. Project Proposal

1) The Offeror shall demonstrate the capability to schedule and coordinate services with participants with I/DD, their families or legal guardian(s), ISP teams, and other stakeholders. Demonstration or plan of the Offeror's scheduling efforts shall include, but not be limited to the following:

(1) Briefly describe the experience the Offeror has in managing logistics and scheduling meetings that include participants with I/DD, their families or legal guardian(s), ISP teams, and other stakeholders.

2) Detailed work plan that reflects a thorough understanding of the requirements to implement the Scope of Work in Section Two of this RFP.

e. Facilities

The Offeror shall provide a description of its facilities and demonstrate its adequacy in relation to the proposed services. If facilities are not presently available, describe plans to secure facilities.

f. Litigation

A summary listing of judgments or pending lawsuits or actions against; adverse contract actions, including termination(s), suspension, imposition of penalties, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations against your firm. If none, so state.

g. Cost of Services

Budget with sufficient detail and explanation as evidence the Offeror has realistically identified and can meet the service requirements detailed in Section Two.

h. Pricing

See SECTION SEVEN, Attachment 2, Offer Form OF-2.

3.11 RECEIPT AND REGISTER OF PROPOALS

Proposals will be received and receipt verified by two or more procurement officials on or after the date and time specified in Section One, or as amended.

The register of proposals and proposals of the Offeror(s) shall be open to public inspection upon posting of award pursuant to section 103D-701, HRS.

3.12 BEST AND FINAL OFFER ("BAFO")

If the STATE determines a BAFO is necessary, it shall request one from the Offeror. The Offeror shall submit its BAFO and any BAFOs received after the deadline or not received shall not be considered.

3.13 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF OFFERS

The Offeror may modify or withdraw a proposal before the proposal due date and time.

Any change, addition, deletion of attachment(s) or data entry of an Offer may be made prior to the deadline for submittal of offers.

3.14 MISTAKES IN PROPOSALS

Mistakes shall not be corrected after award of contract.

When the Procurement Officer knows or has reason to conclude before award that a mistake has been made, the Procurement Officer should request the offeror to confirm the proposal. If the Offeror alleges mistake, the proposal may be corrected or withdrawn pursuant to this section.

Once discussions are commenced or after best and final offers are requested, any priority-listed Offeror may freely correct any mistake by modifying or withdrawing the proposal until the time and date set for receipt of best and final offers.

If discussions are not held, or if the best and final offers upon which award will be made have been received, mistakes shall be corrected to the intended correct offer whenever the mistake and the intended correct offer are clearly evident on the face of the proposal, in which event the proposal may not be withdrawn.

If discussions are not held, or if the best and final offers upon which award will be made have been received, an Offeror alleging a material mistake of fact which makes a proposal non-responsive may be permitted to withdraw the proposal if: the mistake is clearly evident on the face of the proposal but the intended correct offer is not; or the Offeror submits evidence which clearly and convincingly demonstrates that a mistake was made.

Technical irregularities are matters of form rather than substance evident from the proposal document, or insignificant mistakes that can be waived or corrected without prejudice to other Offerors; that is, when there is no effect on price, quality, or quantity. If discussions are not held or if best and final offers upon which award will be made have been received, the Procurement Officer may waive such irregularities or allow an Offeror to correct them if either is in the best interest of the State. Examples include the failure of an Offeror to: return the number of signed proposals required by the request for proposals; sign the proposal, but only if the unsigned proposal is accompanied by other material indicating the Offeror's intent to be bound; or to acknowledge receipt of an amendment to the request for proposal, but only if it is clear from the proposal that the Offeror received the amendment and intended to be bound by its terms; or the amendment involved had no effect on price, quality or quantity.

SECTION FOUR

EVALUATION CRITERIA

Evaluation criteria and the associated points are listed below. The award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the STATE based on the evaluation criteria listed in this section.

The total number of points used to score this Contract is 100.

1) Cost of services (20 points)

Provide budget with sufficient detail and explanation as evidence that the Offeror has realistically identified and can meet the service requirements detailed in Section Two. The total cost of services is expressed in an assessment per month rate.

2) Previous experience, capability, and proficiency in providing scheduling services for persons with I/DD and their families or legal guardian(s). (25 point)

- a. Number of years in the business and number of years performing services specified in this RFP.
- b. Reference and client listings, as well as a list of islands Offeror currently provides supports for, and direction communication with participants with I/DD, their families or legal guardian(s), and other stakeholders, such as service providers.
- c. Briefly (using one (1) paragraph per example), described three (3) examples of projects when the Offeror has coordinated work with ISP teams, and assisted participants with I/DD and their families or legal guardian(s) by:
 - (1) Providing clear and complete information about government services and requirements;
 - (2) Addressing questions about government services and requirements; and
 - (3) Explaining how services from the STATE operate.
- d. Submitted a list of at least three (3) references from the Offeror's client listing that may be contacted by the STATE as to the Offeror's past and current job performance. Offeror shall provide names, titles, organizations, telephone numbers, and email and postal addresses.

3) Staffing and Project Organization (25 points)

- a. Provided a staffing plan to implement the service requirements detailed in Section Two. Plan included organizational chart with functional responsibilities and key personnel to implement this RFP.
- b. Demonstrated that the assignment of staff would be sufficient to effectively administer, manage, supervise, and provide the required services. The Offeror

shall give the number and title of the positions needed to provide the specific service activities. Position descriptions shall also be submitted.

- c. Demonstrated capability to train others in Hawaii to work effectively with participants with I/DD and their families or legal guardian(s).

4) Project Proposal (25 points)

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

- a. Demonstrated the capability to schedule and coordinate services with participants with I/DD, their families or legal guardian(s), ISP teams, and other stakeholders. Demonstration or plan of the Offeror's scheduling efforts shall include, but not be limited to, the following:
 - (1) Provided description on experience the Offeror has in managing logistics and scheduling meetings that include participants with I/DD, their families or legal guardian(s), ISP teams, and other stakeholders.
- b. The Offeror provided a clear, detailed work plan that reflects a thorough understanding of the requirements to implement the services outlined in Section Two of this RFP.

5) Facilities (5 points)

Adequacy of facilities relative to the proposed services.

SECTION FIVE

CONTRACTOR SELECTION AND CONTRACT AWARD

5.1 EVALUATION OF PROPOSALS

The Procurement Officer, or an evaluation committee of at least three (3) qualified STATE employees selected by the Procurement Officer, shall evaluate proposals. The evaluation will be based solely on the evaluation criteria set out in Section Four of this RFP.

Prior to holding any discussion, a priority list shall be generated consisting of offers determined to be acceptable or potentially acceptable. However, proposals may be accepted without such discussions.

If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may limit the priority list to the three highest ranked, responsible Offerors.

5.2 DISCUSSION WITH PRIORITY LISTED OFFERORS

The STATE may invite priority listed Offerors to discuss their proposals to ensure thorough, mutual understanding. The STATE in its sole discretion shall schedule the time and location for these discussions, generally within the timeframe indicated in *RFP Schedule and Significant Dates*. The STATE may also conduct discussions with priority listed Offerors to clarify issues regarding the proposals before requesting a BAFO, if necessary.

5.3 AWARD OF CONTRACT

Method of Award. Award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the STATE based on the evaluation criteria set forth in the RFP.

5.4 RESPONSIBILITY OF OFFERORS

Offeror is advised that in order to be awarded a contract under this solicitation, Offeror will be required, to be compliant with all laws governing entities doing business in the State including the following chapters and pursuant to HRS §103D-310(c):

1. Chapter 237, General Excise Tax Law;
2. Chapter 383, Hawaii Employment Security Law;
3. Chapter 386, Worker's Compensation Law;
4. Chapter 392, Temporary Disability Insurance;
5. Chapter 393, Prepaid Health Care Act; and
6. §103D-310(c), Certificate of Good Standing ("COGS") for entities doing business in the State.

The State will verify compliance on Hawaii Compliance Express ("HCE").

Hawaii Compliance Express. The HCE is an electronic system that allows vendors/contractors/service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the

necessity of obtaining paper compliance certificates from the Department of Taxation, Federal Internal Revenue Service; Department of Labor and Industrial Relations, and Department of Commerce and Consumer Affairs.

Vendors/contractors/service providers should register with HCE prior to submitting an offer at <https://vendors.ehawaii.gov>. The annual registration fee is \$12.00 and the 'Certificate of Vendor Compliance' is accepted for the execution of contract and final payment.

Timely Registration on HCE. Vendors/contractors/service providers are advised to register on HCE soon as possible. If a vendor/contractor/service provider is not compliant on HCE at the time of award, an Offeror will not receive the award.

5.5 PROPOSAL AS PART OF THE CONTRACT

This RFP and all or part of the successful proposal may be incorporated into the contract.

5.6 PUBLIC EXAMINATION OF PROPOSALS

Except for confidential portions, the proposals shall be made available for public inspection upon posting of award pursuant to HRS §103D-701.

If a person is denied access to a State procurement record, the person may appeal the denial to the office of information practices in accordance with HRS §92F-42(12).

5.7 DEBRIEFING

Pursuant to HAR §3-122-60, a non-selected Offeror may request a debriefing to understand the basis for award.

A written request for debriefing shall be made within three (3) working days after the posting of the award of the contract. The Procurement Officer or designee shall hold the debriefing within seven (7) working days to the extent practicable from the receipt date of written request.

Any protest by the requestor following a debriefing, shall be filed within five (5) working days, as specified in HAR §103D-303(h).

5.8 PROTEST PROCEDURES

Pursuant to HRS §103D-701 and HAR §3-126-3, an actual or prospective Offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Any protest shall be submitted in writing to the Procurement Officer at:

Sayuri Sugimoto
Department of Health
Developmental Disabilities Division
1250 Punchbowl Street, Room 463
Honolulu, HI 96813

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set

for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award or if requested, within five (5) working days after the PO's debriefing was completed.

The notice of award, if any, resulting from this solicitation shall be posted on the Hawaii Awards & Notices Data System (HANDS) which is available on the SPO website: <https://spo.hawaii.gov/>.

5.9 APPROVALS

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

5.10 CONTRACT EXECUTION

Successful Offeror receiving award shall enter into a formal written contract in the form as in Exhibit "C". No performance or payment bond is required for this contract.

No work is to be undertaken by the CONTRACTOR prior to the effective date of contract. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the CONTRACTOR prior to the official starting date.

If an option to extend is mutually agreed upon, the CONTRACTOR shall be required to execute a supplement to the contract for the additional extension period.

5.11 INSURANCE

5.11.1 Prior to the contract start date, the CONTRACTOR shall procure at its sole expense and maintain insurance coverage acceptable to the STATE in full force and effect throughout the term of the Contract. The Offeror shall provide proof of insurance for the following minimum insurance coverage(s) and limit(s) in order to be awarded a contract. The type of insurance coverage is listed as follows:

1. Commercial General Liability Insurance

Commercial general liability insurance coverage against claims for bodily injury and property damage arising out of all operations, activities or contractual liability by the CONTRACTOR, its employees and SUBCONTRACTORS during the term of the Contract. This insurance shall include the following coverage and limits specified or required by any applicable law: bodily injury and property damage coverage with a minimum of \$1,000,000 per occurrence; personal and advertising injury of \$1,000,000 per occurrence; broadcasters' liability insurance of \$1,000,000 per occurrence; and with an aggregated limit of \$2,000,000. The commercial general liability policy shall be written on an occurrence basis and the policy shall provide legal defense costs and expenses in addition to the limits of liability stated above. The CONTRACTOR shall be responsible for payment of any deductible applicable to this policy.

2. Automobile Liability Insurance

Automobile liability insurance covering owned, non-owned, leased, and hired vehicles with a minimum of \$1,000,000 for bodily injury for each person, \$1,000,000 for bodily injury for each accident, and \$1,000,000 for property damage for each accident.

3. Appropriate levels of per occurrence insurance coverage for workers' compensation and any other insurance coverage required by Federal or State law.

5.11.2 The CONTRACTOR shall deposit with the SPO, on or before the effective date of the Contract, certificate(s) of insurance necessary to satisfy the SPO that the provisions of the Contract have been complied with, and to keep such insurance in effect and provide the certificate(s) of insurance to the SPO during the entire term of the Contract. Upon request by the SPO, the CONTRACTOR shall furnish a copy of the policy or policies.

5.11.3 The CONTRACTOR will immediately provide written notice to the SPO and contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

5.11.4 The certificates of insurance shall contain the following clauses:

1. "The State of Hawaii and its officers and employees are additional insured with 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."

5.11.5. Failure of the CONTRACTOR to provide and keep in force such insurance shall constitute a material default under the Contract, entitling the STATE to exercise any or all of the remedies provided in the Contract (including without limitation terminating the Contract). The procuring of any required policy or policies of insurance shall not be construed to limit the CONTRACTOR's liability hereunder, or to fulfill the indemnification provisions of the Contract. Notwithstanding said policy or policies of insurance, the CONTRACTOR shall be responsible for the full and total amount of any damage, injury, or loss caused by the CONTRACTOR's negligence or neglect in the provision of services under the Contract.

5.12 REQUIREMENTS FOR PERFORMANCE BONDS

Not applicable.

5.13 PAYMENT

Compensation and method of payment shall be on rate schedule. Payment shall be made monthly, upon submission of original invoice and certified to be the correct charges.

5.14 CONTRACT INVALIDATION

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

SECTION SIX

SPECIAL PROVISIONS

6.1 OFFER GUARANTY

A proposal security deposit is NOT required for this RFP.

6.2 CERTIFICATION OF OFFEROR CONCERNING WAGES, HOURS, AND WORKING CONDITIONS OF EMPLOYEES SUPPLYING SERVICES

All offerors for service Contracts shall comply with section 103-55, HRS, which provides as follows:

Wages, hours, and working conditions of employees of CONTRACTOR supplying services: Before any prospective Offeror is entitled to submit any offer for the performance of any Contract to supply services in excess of \$25,000 to any governmental agency, Offeror shall certify that the services to be performed will be performed under the following conditions:

Wages: The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work.

Compliance with labor laws: All applicable laws of the Federal and State governments relating to workers compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

No Contract to perform services for any governmental contracting agency in excess of \$25,000 shall be granted unless all the conditions of this section are met. Failure to comply with the conditions of this section during the period of the Contract to perform services shall result in cancellation of the Contract.

Offeror shall complete and submit the Wage Certificate attached as Exhibit "D" by which offeror certifies that the services required will be performed pursuant to Section 103-55, HRS.

This section shall apply to all Contracts to perform services in excess of \$25,000, including Contracts to supply ambulance service and janitorial service.

This section shall not apply to:

- (1) Managerial, supervisory, or clerical personnel;
- (2) Contracts for supplies, materials, or printing;
- (3) Contracts for utility services;
- (4) Contracts to perform personal services under paragraphs (2), (3), (12), and (15) of section 76-16, paragraphs (7), (8), and (9) of section 46-33, and paragraphs (7), (8), and (12) of section 76-77, HRS;
- (5) Contracts for professional services;
- (6) Contracts to operate refreshment concessions in public parks, or to provide food services to educational institutions; and
- (7) Contracts with nonprofit institutions.

STATUTORY REQUIREMENTS OF SECTION 103-55, HRS

Offeror shall complete and submit the "Wage Certificate," attached as Exhibit "D" by which offeror certifies that the services required will be performed pursuant to Section 103-55, HRS.

Offerors are advised that Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Offerors are further advised that in the event of an increase in wage rates to public employees performing similar work during the Contract period, the CONTRACTOR will be obliged to provide wages no less than those increased wages.

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

To assist the bidder in determining whether the work his employees are to perform under the Contract is similar to that performed by public employees, attached hereto as Exhibit "E" is class and minimum qualification specifications for Social Worker/Human Services Professional IV position. Effective July 1, 2024, the basic hourly wages paid to the State position is as follows:

Class	Hourly Rate
Social Worker/Human Services Professional IV position	\$30.33/hour

Accordingly, Bidder should consider the aforementioned wage rates when preparing the proposal.

SECTION SEVEN

ATTACHMENTS AND EXHIBITS

- Attachment 1: OFFER FORM, OF-1
- Attachment 2: OFFER FORM, OF-2
- Exhibit A: BUSINESS ASSOCIATE AGREEMENT
- Exhibit B: GENERAL CONDITIONS
- Exhibit C: CONTRACT FORM
- Exhibit D: WAGE CERTIFICATE
- Exhibit E: CLASS AND MINIMUM QUALIFICATION SPECIFICATIONS
- Exhibit F: OVERVIEW OF THE RFP PROCESS
- Exhibit G: GENERAL PROVISIONS

**OFFER FORM
OF-1**

Scheduling SIS-A Assessment Services
STATE OF HAWAII
DEPARTMENT OF HEALTH
RFP-HTH-501-25-36

Procurement Officer
Developmental Disabilities Division
State of Hawaii
Honolulu, Hawaii 96813

Dear Procurement Officer:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Conditions, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ *Corporation ☐ Joint Venture
☐ Other _____

*State of incorporation: _____

Hawaii General Excise Tax License I.D. No. _____

Federal I.D. No. _____

Payment address (other than street address below): _____
City, State, Zip Code: _____

Business address (street address): _____
City, State, Zip Code: _____

Respectfully submitted:

Date: _____ (x) _____
Authorized (Original) Signature

Telephone No.: _____

Fax No.: _____ Name and Title (Please Type or Print)

E-mail Address: _____ **
Exact Legal Name of Company (Offeror)

**If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

OFFER FORM OF-2

Year 1

Description	Rate per Assessment	Estimated #	Total
Scheduling SIS-A		650	
Rescheduling SIS-A		160	
Cancellation fee within 24 hours of scheduled SIS-A		100	
Estimated Total Contract Amount for Year 1			

Year 2

Description	Rate per Assessment	Estimated #	Total
Scheduling SIS-A		650	
Rescheduling SIS-A		160	
Cancellation fee within 24 hours of scheduled SIS-A		100	
Estimated Total Contract Amount for Year 2			

Year 3

Description	Rate per Assessment	Estimated #	Total
Scheduling SIS-A		650	
Rescheduling SIS-A		160	
Cancellation fee within 24 hours of scheduled SIS-A		100	
Estimated Total Contract Amount for Year 3			

Year 4

Description	Rate per Assessment	Estimated #	Total
Scheduling SIS-A		650	
Rescheduling SIS-A		160	
Cancellation fee within 24 hours of scheduled SIS-A		100	
Estimated Total Contract Amount for Year 4			

Year 5

Description	Rate per Assessment	Estimated #	Total
Scheduling SIS-A		650	
Rescheduling SIS-A		160	
Cancellation fee within 24 hours of scheduled SIS-A		100	
Estimated Total Contract Amount for Year 5			

Year 6

Description	Rate per Assessment	Estimated #	Total
Scheduling SIS-A		650	
Rescheduling SIS-A		160	
Cancellation fee within 24 hours of scheduled SIS-A		100	
Estimated Total Contract Amount for Year 6			

ESTIMATED GRAND TOTAL CONTRACT AMOUNT			
--	--	--	--

Note: Pricing shall include labor, materials, supplies, all applicable taxes, and any other costs incurred to provide the specified services.

The number of assessments listed above are estimates per twelve (12)-month period. No guarantee to purchase the exact number of assessment schedulings is intended or implied. The STATE reserves the right to purchase a larger or smaller number of assessment schedulings at the per assessment rate offered in the bid. In the event that the estimated number of assessment schedulings do not materialize in the exact quantities listed above, such failure shall not constitute grounds for equitable adjustment under this Contract.

Offeror _____
Name of Company