

State of Hawaii
Executive Office on Early Learning

through the

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

**Registration Form
For Online Solicitations**

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

Solicitation Information:

Number:	RFP F25-037
Title:	Provision of Family-Child Interaction Learning (FCIL) Program Services for the Executive Office on Early Learning (EOEL) at Kalihi Elementary School and Princess Victoria Ka'iulani Elementary School
Deadline:	2:00 p.m. Hawaii Standard Time (HST), February 19, 2025
Contact Person:	Shannon Koki
Contact's Email Address:	shannon.koki@k12.hi.us

Applicant Information:

Name of Company Registering:	
Mailing Address:	
Name of Contact Person:	
Contact's Email Address:	
Contact's Telephone and Facsimile Number:	

State of Hawaii
Executive Office on Early Learning
through the
Hawaii State Department of Education

Request for Proposals

RFP Number F25-037

**Family-Child Interaction Learning (FCIL) Program
for the Executive Office on Early Learning (EOEL)
at Kalihi Elementary School and
Princess Victoria Kaʻiulani Elementary School**

January 15, 2025

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

PROPOSAL MAIL-IN AND DELIVERY INFORMATION SHEET

NUMBER OF COPIES TO BE SUBMITTED:

**One (1) Original and
Three (3) Copies**

ALL MAIL-INS SHALL BE POSTMARKED BY THE UNITED STATES POSTAL SERVICE (USPS) NO LATER THAN **February 19, 2025** and received by the state purchasing agency **no later than 10 days from the submittal deadline.**

<u>All Mail-ins</u>	<u>RFP COORDINATOR</u>
Hawaii State Department of Education Procurement and Contracts Branch Waipahu Civic Center 94-275 Mokuola Street, Room 200 Waipahu, Hawaii 96797	Hawaii State Department of Education Procurement and Contracts Branch For information or inquiries (interest forms, written questions, etc.) Shannon Koki Phone: (808) 675-0130 Fax: (808) 675-0133 Email: shannon.koki@k12.hi.us

ALL HAND DELIVERIES SHALL BE ACCEPTED AT THE FOLLOWING SITES UNTIL **2:00 P.M., Hawaii Standard Time (HST), February 19, 2025.** Deliveries by private mail services such as FEDEX shall be considered hand deliveries. Hand deliveries shall not be accepted if received after 2:00 p.m., **February 19, 2025.**

Drop-off Site

Hawaii State Department of Education
Procurement and Contract Branch
Waipahu Civic Center
94-275 Mokuola Street, Room 200
Waipahu, Hawaii 96797

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Section 1

Administrative Overview

Section 1

Administrative Overview

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

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)	January 15, 2025
Distribution of RFP	January 15, 2025
RFP orientation session	Waived
Closing date for submission of written questions for written responses	January 22, 2025
State purchasing agency's response to applicants' written questions	Week of January 27, 2025
Discussions with applicant prior to proposal submittal deadline (optional)	TBD
Proposal submittal deadline	February 19, 2025
Discussions with applicant after proposal submittal deadline (optional)	TBD
Final revised proposals (optional)	TBD
Proposal evaluation period	February 20 – March 3, 2025
Provider selection	Week Of April 14, 2025
Notice of statement of findings and decision	Week Of April 14, 2025
Contract start date	July 1, 2025

1.2 Website Reference

Item	Website
1 Procurement of Health and Human Services	http://spo.hawaii.gov/for-vendors/vendor-guide/methods-of-procurement/health-human-services/
2 RFP website	https://hands.ehawaii.gov/hands/opportunities
3 Hawaii Revised Statutes (HRS) and Hawaii Administrative Rules (HAR) for Purchases of Health and Human Services	http://spo.hawaii.gov Click on the “References” tab.
4 General Conditions, AG-103F13	http://spo.hawaii.gov/wp-content/uploads/2013/128103F13.pdf
5 Forms	http://spo.hawaii.gov Click on the “Forms” tab.
6 Cost Principles	http://spo.hawaii.gov Search: Keywords “Cost Principles”
7 Protest Forms/Procedures	http://spo.hawaii.gov/for-vendors/vendor-guide/protests-for-health-and-human-services/
8 Hawaii Compliance Express (HCE)	http://spo.hawaii.gov/hce/
9 Hawaii Revised Statutes	http://capitol.hawaii.gov/hrscurrent
10 Department of Taxation	http://tax.hawaii.gov
11 Department of Labor and Industrial Relations	http://labor.hawaii.gov
12 Department of Commerce and Consumer Affairs, Business Registration	http://cca.hawaii.gov click “Business Registration”
13 Campaign Spending Commission	http://ags.hawaii.gov/campaign/
14 Internal Revenue Service	http://www.irs.gov/
(Please note: website addresses may change from time to time. If a State link is not active, try the State of Hawaii website at http://hawaii.gov)	

1.3 Authority

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

1.4 RFP Organization

This RFP is organized into five sections:

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

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

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

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

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

1.5 Contracting Office

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

Yuuko Arikawa-Cross, Director
Executive Office on Early Learning
2759 South King Street
Honolulu, Hawaii 96826
Telephone: (808) 784-5350
Fax: (808) 973-9770
Email: yuuko.arikawa-cross@eoel.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.

Shannon Koki, Procurement and Contracts Support Specialist
Hawaii State Department of Education
Procurement and Contracts Branch
94-275 Mokuola Street, Room 200
Waipahu, Hawaii 96797
Telephone: (808) 675-0130 Fax: (808) 675-0133
Email: shannon.koki@k12.hi.us

1.7 Orientation

Due to the substantial similarity to other RFPs for the same services issued by the Department in the past, and potential applicants being already familiar with the requirements of the RFP, the orientation meeting is waived. However, interested applicants may submit questions in writing via email or fax.

1.8 Submission of Questions

Applicants 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: January 22, 2025 **Time:** 2:00 p.m. HST

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

Date: Week of January 27, 2025

1.9 Submission of Proposals

A. **Forms and 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 applicant proposal identification.
2. **Proposal Application Checklist.** The checklist provides applicants specific program requirements, reference and location of required RFP proposal forms, and the order in which all proposal components should be collated and submitted to the state purchasing agency.
3. **Table of Contents.** A sample table of contents for proposals is located in Section 5, Attachments. This is a sample and meant as a guide. The table of contents may vary depending on the RFP.
4. **Proposal Application (Form SPOH-200A).** Applicant shall submit comprehensive narratives that address all proposal requirements specified in Section 3, Proposal Application Instructions, including a cost proposal and budget, if required.

B. **Program Specific Requirements.** Program specific requirements are included in Sections 2 and 3, as applicable. Required Federal and/or State certifications are listed on the Proposal Application Checklist in Section 5.

- C. **Multiple or Alternate Proposals.** Multiple or alternate proposals shall not be accepted unless specifically provided for in Section 2. In the event alternate proposals are not accepted and an applicant submits alternate proposals, but clearly indicates a primary proposal, it shall be considered for award as though it were the only proposal submitted by the applicant.
- D. **Provider Compliance.** All providers shall comply with all laws governing entities doing business in the State.
1. **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.
 2. **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.
 3. **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 a scannable QR code 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 applicant certifies that the applicant is in compliance with HRS §103-55, Wages, hours, and

working conditions of employees of contractors performing services. Refer to 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 an applicant believes any portion of a proposal contains information that should be withheld as confidential, the applicant shall request in writing nondisclosure of designated proprietary data to be confidential and provide justification to support confidentiality. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal to facilitate eventual public inspection of the non-confidential sections of the proposal.

Note that price is not considered confidential and will not be withheld.

- H. **Proposal Submittal.** All mail-ins shall be postmarked by the United States Postal System (USPS) and received by the State purchasing agency no later than the submittal deadline indicated on the attached Proposal Mail-in and Delivery Information Sheet, or as amended. All hand deliveries shall be received by the State purchasing agency by the date and time designated on the Proposal Mail-In and Delivery Information Sheet, or as amended. Proposals shall be rejected when:
1. Postmarked after the designated date; or
 2. Postmarked by the designated date but not received within 10 days from the submittal deadline; or
 3. If hand delivered, received after the designated date and time.

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

Proposals must be mailed or delivered as prescribed on the Proposal Mail-In and Delivery Information Sheet. Proposals submitted via facsimile, electronic media such as CDs or memory sticks, or by other electronic means **will not** be accepted. The applicant bears the sole responsibility for any such improperly submitted proposal.

1.10 Discussions with Applicants

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

- B. **After Proposal Submittal Deadline.** Discussions may be conducted with applicants whose proposals are determined to be reasonably susceptible of being selected for award, but proposals may be accepted without discussions, in accordance with HAR §3-143-403.

1.11 Opening of Proposals

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

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

1.12 Additional Materials and Documentation

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

1.13 RFP Amendments

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

1.14 Final Revised Proposals

If requested, final revised proposals shall be submitted in the manner and by the date and time specified by the state purchasing agency. If a final revised proposal is not submitted, the previous submittal shall be construed as the applicant's final revised proposal. *The applicant shall submit **only** the section(s) of the proposal that are amended, along with the Proposal Application Identification Form (SPOH-200).* After final revised proposals are received, final evaluations will be conducted for an award.

1.15 Cancellation of Request for Proposal

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

1.16 Costs for Proposal Preparation

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

1.17 Provider Participation in Planning

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

- ☐ are required
☒ are not required

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

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

1.18 Rejection of Proposals

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

A proposal may be automatically rejected for any one or more of the following reasons:

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

1.19 Notice of Award

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

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

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

1.20 Protests

Pursuant to HRS §103F-501 and HAR Chapter 148, an applicant aggrieved by an award of a contract may file a protest. The Notice of Protest form, SPOH-801, and related forms are available on the SPO website. 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: Head of State Purchasing Agency	Name: Yuuko Arikawa-Cross
Title: Head of State Purchasing Agency	Title: Director Executive Office on Early Learning
Mailing Address: 94-275 Mokuola Street, Room 200 Waipahu, Hawaii 96797	Mailing Address: 2759 South King Street Honolulu, Hawaii 96826
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.

Section 2

Service Specifications

2.1 Introduction

A. Overview, purpose or need

The purpose of the Request for Proposals (RFP) is to procure the services of private child development services provider(s) to operate a Family-Child Interaction Learning (FCIL) Program at the following schools on Oahu:

Kalihi Elementary School	Princess Victoria Ka'iulani Elementary School
2471 Kula Kolea Drive	783 N King Street
Honolulu, HI 96819	Honolulu, HI 96817

These services support families in taking an active role in the social, emotional and cognitive development of their young children. FCIL programs are an important part-time option for families who care for their children at home. These programs have a dual focus on child development and family strengthening. Children and families attend together and facilitate their child's learning through developmentally appropriate activities and play. Many of Hawaii's FCIL programs are tailored to meet the needs of a particular group, such as Native Hawaiian, immigrant, or homeless children and families.

This RFP is issued by the Hawaii State Department of Education (Department). The Executive Office on Early Learning (EOEL) shall administer any contract and monitor services that result from this RFP.

Refer to Exhibit A, Service Requirements and Activities, 1. Introduction.

B. Planning activities conducted in preparation for this RFP

Pursuant to the Hawaii Administrative Rules Section 3-142-202, the EOEL conducted planning activities, including the following:

1. A Request for Information (RFI) was issued on October 18, 2024 and posted on the State of Hawaii Procurement Office website. Written feedback was submitted from interested respondents with a deadline for comments on October 31, 2024.
2. Reviewed and analyzed information from other states who have similar services.
3. Engaged in discussion with agencies who are providing similar services.

C. Description of the service goals

The goals of the FCIL Program:

1. Improve parent and family understanding of developmentally appropriate ways to support their child's growth and development;
2. Increase parent and family use of interactive strategies that promote growth and development through play;
3. Enhance home literacy environments; and
4. Provide information to families and school administrators about community resources and services.

D. Description of the target population to be served

The service is targeted to children, birth through age five (5), and their families who live in the geographic areas of the identified schools. They may also be siblings of students being served in the EOEL Pre-K Program on campus. The FCIL program is for those families who either do not have access to center-based care, or for whom the preference is to enroll their children in alternative learning programs.

E. Geographic coverage of service

The FCIL Program shall operate on the premises of the following schools on Oahu:

Kalihi Elementary School

Located in Kalihi, Kalihi Elementary provides educational services to 190 students in K to fifth (5th) grade. Based on information from <https://essa.hidoedata.org/schools/120> and <http://arch.k12.hi.us>, the student population identifies as:

- a. 54.7% Pacific Islander
- b. 28.9% Filipino
- c. 10.5% Native Hawaiian
- d. 2.6% Asian
- e. 2.1% White
- f. 0.5% Black
- g. 5.7% Special Education

Princess Victoria Ka'iulani Elementary School

Located in Kalihi, Princess Victoria Ka'iulani School provides educational services to 252 students in K to fifth (5th) grade. Based on information from

<https://essa.hidoedata.org/schools/117> and <http://arch.k12.hi.us>, the student population identifies as:

- a. 50.8% Pacific Islander
- b. 27% Filipino
- c. 11.5% Asian
- d. 4.8% Native Hawaiian
- e. 2.4% Black
- f. 1.6% Hispanic
- g. 1.2% White
- h. 5.5% Special Education

F. Funding amounts, source, and period of availability

Existing funds in the amount of \$400,000 are available through FY2026 for the FCIL program. It is anticipated that \$400,000 will be available per year through FY 2027, however at the current time, it is not known whether these funds will be appropriated by the Hawaii State Legislature.

2.2 Contract Monitoring and Evaluation

The criteria by which the performance of the contract will be monitored and evaluated are (See Exhibit A):

- A. Performance and Outcome Measures
- B. Output Measures
- C. Quality of Care and Quality of Services
- D. Financial Management
- E. Administrative Requirements

2.3 General Requirements

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

1. The PROVIDER(s) shall comply with chapter 103F, HRS Cost Principles for Purchases of Health and Human Services, which can be found on the SPO website at: <http://www.spo.hawaii.gov>.

Click on *For Vendors*

Click on *Vendor Guide*

Click on *Methods of Procurement*

Click on *Health & Human Services*

Click on *Competitive Purchase of Services Procurement Method*

Click on *Cost Principles (Rev. 9/2011)*

2. When a disagreement arises between the contracted organization and the Department regarding the performance of specific service activities within the

contracted specifications, the wishes of the Department shall prevail. Failure on the part of the contracted organization to comply shall be deemed cause for corrective action and subject to contractual remedies.

3. The PROVIDER(s) shall ensure that the appropriate staff qualifications, and staff-child ratios are maintained at all times during the hours of operation.
4. The PROVIDER(s) must complete Department Form UOF (Request and Agreement for Use of School Buildings, Facilities, or Grounds) annually, within the first quarter of the contract period, as part of the reporting requirements of the contract. A link to the online application on the Department website is provided here:
https://www.hidoefacilities.org/UseofSchoolFacilities_Application.php. **Forms are for example only and are not required at this time of proposal submittal.**

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:

Successful applicants must first meet all the requirements specified by the EOEL in this RFP. The criteria for multiple awards include, but are not limited to, the following:

A minimum evaluation score of seventy-five (75) points or higher, based on the criteria set forth in this RFP, must be achieved to be considered for an award. An award will be issued for each site to the applicant who achieves the highest score for that specific site. Applicants may seek to provide services at only one (1) site, or multiple sites. Depending on the responses and outcome of the RFP, a single applicant, or multiple applicants may receive awards.

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	July 1, 2025 to June 30, 2026
Length of Each Extension	One (1) Year
Number of Possible Extensions	One (1) Extensions
Maximum Length of Contract	Two (2) Years
Initial Period	The initial contract period shall commence on the contract start date.
Conditions for Extension	Extension must be in writing, must be executed prior to the expiration and is contingent upon potential changes to EOEL's approach to service delivery, availability of funding beyond the first year, and mutual agreement

2.4 Scope of Work

The scope of work encompasses the following tasks and responsibilities:

A. **Service Activities** (Minimum and/or mandatory tasks and responsibilities)

1. Provide FCIL program services for children birth to age five (5) and their families.
2. Provide a quality program in a safe, healthy, and supportive environment.
3. Deliver and provide oversight of the curriculum, collaboration with the Department, linkages between school, families and other service providers.
4. Refer to Exhibit A, Service Requirements and Activities

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

1. **Personnel** - Refer to Exhibit A, Service Requirements and Activities.
2. **Administrative** - Refer to Exhibit A, Service Requirements and Activities.
3. **Quality Assurance and Evaluation Specifications** - Refer to Exhibit A, Service Requirements and Activities.

4. **Output and Performance and Outcome Measurements-** Refer to Exhibit A, Service Requirements and Activities.
5. **Experience** - Refer to Exhibit A, Service Requirements and Activities.
6. **Coordination of Services** - Refer to Exhibit A, Service Requirements and Activities.
7. **Reporting Requirements for Program and Fiscal Data** - Refer to Exhibit A, Service Requirements and Activities.

C. Facilities

Refer to Exhibit A, Service Requirements and Activities.

2.5 COMPENSATION AND METHOD OF PAYMENT

A fixed price rate is established for the required service activities:

\$80,000	Upon execution of the contract, payment shall be made upon receipt of an invoice for start-up costs.
\$80,000	Payment for the first quarter of services shall be provided upon receipt of an invoice and first quarterly report due no later than two (2) weeks after the ending of the Department first quarter.
\$80,000	Payment for the second quarter shall be provided upon receipt of an invoice and second quarterly report due no later than two (2) weeks after the ending of the Department second quarter.
\$80,000	Payment for the third quarter shall be provided upon receipt of an invoice and third quarterly report due no later than two (2) weeks after the ending of the Department third quarter.
\$80,000	Payment for the final quarter shall be provided upon receipt of an invoice and fourth quarterly report no later than two (2) weeks after the ending of the Department fourth quarter.

The following is the link to the current Department Official School Calendar:

<https://www.hawaiipublicschools.org/DOE%20Forms/2025-26calendar.pdf>

<https://www.hawaiipublicschools.org/DOE%20Forms/2026-27calendar.pdf>

Section 3

Proposal Application Instructions

Section 3

Proposal Application Instructions

General instructions for completing applications:

- A. *Proposal Applications shall be submitted to the state purchasing agency using the prescribed format outlined in this section.*
- B. *The numerical outline for the application, the titles and subtitles, and the applicant organization and RFP identification information on the top right-hand corner of each page should be retained. The instructions for each section however may be omitted.*
- C. *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.*
- D. *Proposals may be submitted in a three-ring binder (Optional).*
- E. *Tabbing of sections (Recommended).*
- F. *Applicants must also include a Table of Contents with the Proposal Application. A sample format is reflected in Section 5, Attachment B of this RFP.*
- G. *A written response is required for **each** item unless indicated otherwise. Failure to answer any of the items will impact upon an applicant's score.*
- H. *Applicants are **strongly** encouraged to review evaluation criteria in Section 4, Proposal Evaluation when completing the proposal.*
- I. *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 applicant must include all items listed in this section.*

The Proposal Application is comprised of the following sections:

- A. *Proposal Application Identification Form*
- B. *Table of Contents*
- C. *Program Overview*
- D. *Experience and Capability*
- E. *Project Organization and Staffing*
- F. *Service Delivery*
- G. *Financial*
- H. *Other*

3.1 Program Overview

Applicant shall give a brief overview to orient evaluators as to the program and services being offered. This section shall clearly and concisely summarize and highlight the contents of the proposal in such a way as to provide the EOEL with a broad understanding of the entire proposal. The applicant shall include a brief description of its organization, the goals and objectives related to the service activity, and how the proposed service is designed to meet the need identified in the service specifications.

3.2 Experience and Capability

A. Necessary Skills

The applicant shall demonstrate that personnel possess knowledge and understanding of developmentally appropriate practice and effective family engagement strategies in the implementation of FCIL services for children from birth to age five (5) and their families.

B. Experience

The applicant shall provide a description of current operations and experience in providing FCIL services, including the number of years of experience. Applicant shall also include the name, address, email address, and telephone numbers of references. The EOEL reserves the right to contact references to verify experience.

C. Quality Assurance and Evaluation

The applicant shall submit a quality assurance plan which includes the methodology for monitoring administrative and program functions, procedures for evaluation of performance including how outcomes of services will be measured and how effectiveness will be evaluated, as well as procedures to resolve problems and improve program as needed.

The applicant shall also include a written plan and procedures for evaluation of performance in providing the target group consistent, high quality services. The plan should illuminate how outcomes of the services will be measured and effectiveness of the program will be evaluated, and include procedures to identify and resolve problems, and make improvements to the program as needed. The applicant shall include appropriateness of deliverables such as progress reports, timelines, and performance and outcome measures.

D. Coordination of Services

The applicant will demonstrate knowledge of agencies, organizations or groups where collaboration and coordination are necessary to deliver satisfactory FCIL services. The applicant will include information on how collaboration with the

school administrators and other organizations will result in the delivery of satisfactory FCIL services to support children from birth to age five (5) and their families. The applicant shall describe the agencies that it will coordinate its services with and indicate those with which it already has established partnerships. The applicant shall provide a list of organizations, cooperating entities, and other key individuals and resources it will work with, along with a short description of the nature of their effort or contribution.

E. Facilities

The applicant shall describe its approach to monitoring and maintaining the FCIL school site facilities and properties at standards of repair, orderliness, sanitation and safety as required by the Department. The applicant shall also demonstrate the ability to coordinate services to ensure that the use of the school site facilities is shared, as needed, with other Department school personnel.

3.3 Project Organization and Staffing

A. Staffing

1. Proposed Staffing

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

The applicant shall describe plans for continuity of service activities in the event of staff illness, medical emergencies, vacancies, or other situations that result in program resources that are less than proposed and contracted for.

2. Staff Qualifications

The applicant shall provide the minimum qualifications (including experience) for staff assigned to the program. (Refer to the qualifications in Section 2, Service Specifications, as applicable)

B. Project Organization

1. Supervision and Training

The applicant shall describe its ability to supervise, train and provide administrative direction relative to the delivery of the proposed services. The applicant shall describe any additional in-service training provided to staff, if applicable, including frequency and duration of training sessions, and how staff providing FCIL services will be monitored.

2. Organization Chart

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

3.4 Service Delivery

The applicant shall include a detailed discussion of its approach to applicable service activities and management requirements from Section 2, Item 2.4, Scope of Work and Exhibit A, including (if indicated) a work plan of all service activities and tasks to be completed, related work assignments and responsibilities, and timelines and schedules. This can include a daily, monthly, and annual calendar or schedule of activities, including a list of holidays when the program will not operate.

The applicant shall provide a description of its plan to implement the primary services and activities listed in Section 2 (Scope of Work) and Exhibit A, which includes, but is not limited to:

- A. The general plan for providing the required services;
- B. An indication of the proposed hours and months of operation for each FCIL Services school site;
- C. A description of how the needs of each school will be met;
- D. An indication of the outreach, recruitment and enrollment procedures and group to be targeted for the FCIL Services school site, including the provision of enrollment opportunities for children with special needs;
- E. A description of plans to involve families in the FCIL Services program, including how consistent attendance will be encouraged;
- F. A description of how data will be collected and reported to meet reporting requirements and to assess quality assurance plans;
- G. A description of plans to measure outcomes of required services and to evaluate the effectiveness of the program, including plans for use of this data for program improvement; and
- H. A description of plans for collaboration with the Department.

3.5 Financial

A. Pricing Structure

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

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

SPO-H-205	Budget
SPO-H-206A	Budget Justification – Personnel: Salaries & Wages
SPO-H-206B	Budget Justification – Personnel: Payroll Tax, Assessment & Fringe Benefits
SPO-H-206E	Budget Justification – Contractual Services: Administrative

B. Other Financial Related Materials

1. Accounting System

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

- a. The organization's most recent financial audit.
- b. A copy of the organization's financial policies that relate to the expenditure of funds for this project.

3.6 Other

A. Litigation

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

Section 4

Proposal Evaluation

Section 4

Proposal Evaluation

4.1 Introduction

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly and impartially. Structural, quantitative scoring techniques will be utilized to maximize the objectivity of the evaluation.

4.2 Evaluation Process

The procurement officer or an evaluation committee of designated reviewers selected by the head of the state purchasing agency or procurement officer shall review and evaluate proposals. When an evaluation committee is utilized, the committee will be comprised of individuals with experience in, knowledge of, and program responsibility for program service and financing.

A minimum score of seventy-five (75) points or higher, based on the criteria set forth in this RFP, must be achieved to be considered for an award. An award will be issued for each site to the applicant who achieves the highest score for that specific site. Prospective applicants may seek to provide services at only one site, or multiple sites. Depending on the responses and outcome of the RFP, a single applicant, or multiple applicants may receive awards.

The evaluation will be conducted in three phases as follows:

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

Evaluation Categories and Thresholds

Evaluation Categories

Possible Points

Administrative Requirements

Pass or Rejected

Proposal Application

100 Points

Program Overview	0 points
Experience and Capability	35 points
Project Organization and Staffing	15 points
Service Delivery	45 points
Financial	5 Points

TOTAL POSSIBLE POINTS

100 Points

4.3 Evaluation Criteria

A. Phase 1 - Evaluation of Proposal Requirements

1. Administrative Requirements

- a. Proposal Identification and Information Form
- b. Proposal Application Checklist
- c. Federal Certifications
- d. Wage Certificate

2. Proposal Application Requirements

- a. Proposal Application Identification Form (Form SPOH-200)
- b. Proposal Application (SPOH-200A)
- c. Table of Contents
- d. Program Overview
- e. Experience and Capability
- f. Project Organization and Staffing
- g. Service Delivery
- h. Financial (All required forms and documents)
- i. Program Specific Requirements (as applicable)

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

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

- a. The applicant has demonstrated a thorough understanding of the purpose and scope of the service activity.
- b. The goals and objectives are in alignment with the proposed service activity.
- c. The applicant has described how the proposed service is designed to meet the pertinent issues and problems related to the service activity.
- d. The applicant demonstrates a clear understanding of how to deliver these services in concert with the goals and philosophical approach of the EOEL.

2. Experience and Capability (35 Points)

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

- a. Necessary Skills** **8 points**
- Demonstrates that staff possess knowledge and understanding of developmentally appropriate practices and effective family engagement strategies in the implementation of FCIL program services for children, birth to age five (5) and their families with respect to:
1. social, emotional, and 4 points
 2. cognitive skills, including language and literacy. 4 points
- b. Experience** **9 points**
- Experience described is related to the delivery of service:
1. At least three (3) years of business in Hawaii operating a FCIL. 6 points
 2. Experience and understanding of how to address the needs of children who have special needs. 1 point
 3. Experience working with the Department. 2 points
- c. Quality Assurance and Evaluation** **8 points**
1. Sufficiency of quality assurance plans for the proposed start up and service delivery, including methodology for monitoring administrative and program operations. 4 points
 2. Sufficiency of plans and procedures for evaluation of performance, including how outcomes will be measured; evaluated, and procedures to resolve problems and improve programs as needed. 4 points
- d. Coordination of Services** **10 points**
1. Demonstrates knowledge of which agencies, organizations, or groups need to be collaborated and coordinated with in order to deliver satisfactory services for children, birth to age five (5), with different ability levels and with varying needs and their families. Describes how existing relationships and/or established partnerships with organizations, agencies, key individuals, resources, etc. will help ensure the effective service delivery. 4 points
 2. Describes how collaboration with the school administrators and school personnel will result in the planning and delivery of satisfactory services. At a minimum, prior to the delivery of services, the PROVIDER(s) shall coordinate 2-3 meetings with school personnel at the school site(s) services are provided to and with EOEL staff to clarify contract expectations and discuss how implementation of FCIL services will occur. The PROVIDER(s) will 5 points

also describe how they will work in partnership with the EOEL to facilitate schools in examining and redefining their role in supporting families to more effectively promote their child's growth and learning.

3. Describes in detail the approach to monitoring and maintaining the space provided by Department administration for the FCIL program school-based services, including any indoor, outdoor and storage space made available, as well as how the use of this space is coordinated if it is being shared with other school personnel or service providers on campus.

1 point

3. Project Organization and Staffing (15 Points)

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

a. Staffing

4 points

1. There is a clearly detailed and viable plan for obtaining necessary staff, proposed staffing pattern, client and staff ratio, plans for continuity of service activities in the event of illness, emergencies, vacancies, and proposed caseload capacity as appropriate for the services proposed.

2 points

2. Describes minimum qualifications (including experience) for staff assigned to the program, including written policies and procedures for staff hiring and supervision.

2 points

b. Project Organization

11 points

1. Supervision: Describes in detail the extent of management oversight of the program, staffing and their qualifications, work assignments, and capability and experience in performing the proposed services.

2 points

a. The supervision ratios of supervisors to staff are reasonable to ensure proper oversight and that the ratios are reflective of the degree of oversight needed for the respective ability of the individual PROVIDER(s).

2 points

b. The applicant's ability to train its personnel is specifically addressed.

1 point

c. Evidence of the training programs and what they entail (i.e., prior to implementation of services and during the school year), with detailed learner outcomes, including target

4 points

population-specific topics are specifically described.

- d. How applicant will document and enforce training requirements is addressed. 1 point

- e. Organization Chart: “Organization-wide” and “Program” charts reflect the position of each staff and line of responsibility and supervision for the overall service activity and tasks. 1 point

4. Service Delivery (45 Points)

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

- a. Describes in detail a start-up plan which would commence in July through the start of the school-based services in August.
1. Purchasing of equipment, materials and supplies to implement project.
 2. Selection and hiring of staff for school-based services at the school site(s) services are provided to.
 3. Provision of training to potentially new staff regarding FCIL service delivery.
 4. Provision of training to staff assigned to this contract to ensure their understanding of their role regarding contract implementation.
 5. Conducting of outreach activities to families in the two (2) school site communities to bring awareness of the FCIL services and enrollment of families into program services available starting in August. 6 points
- b. Describes in detail a plan for provision of the required services, including:
1. Program design (e.g., program philosophy, approaches to be used to engage adults and children in play and to facilitate parent and child interactions, and strategies to improve home literacy environments), 7 points
 2. Enrollment procedures, and 1 point
 3. Inclusion of children of all abilities and varying levels of need. 1 point
 4. Describes in detail all functions and activities identified in the application as tasks and responsibilities for the provision of a quality

school-based FCIL program. Includes details of schedule and hours, days, and months of operation.

6 points

5. Describes in detail the delivery and daily oversight of the program offerings to children and families, linkages between school, families and other service providers, and the incorporation of authentic family engagement strategies that support children's growth and learning and positive parent and child interactions. Because collaboration with the Department and EOEL is an important component in the delivery of school-based services, describes a plan to work with the Department and EOEL to enhance existing partnerships with families to strengthen the home-school connection.

6 points

6. Describes in detail how data will be collected in order to meet program and fiscal reporting requirements, and to assess quality assurance plans, including identification of staff roles and responsibilities for implementation of the plan.

6 points

7. Describes plans to measure outcomes of required services and to evaluate the effectiveness of the program, including plans for use of data for program improvement.

6 points

8. Describes a plan for overall monitoring of services, including the timely submission of deliverables such as progress reports, and performance and outcome measures.

6 points

5. Financial (5 Points)

- a. Personnel costs are reasonable and comparable to positions in the community.
- b. Non-personnel costs are reasonable and adequately justified.
- c. The proposed budget supports the scope of service and requirements of the Request for Proposal.
- d. Accounting system is adequate (as indicated in most recent audit report).

1 point

1 point

2 points

1 point

B. Phase 3 - Recommendation for Award

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

Section 5

Attachments

- A. Proposal Identification and Information Form
- B. Proposal Application Checklist
- C. Sample Table of Contents
- D. Wage Certificate
- E. Federal Certifications
- F. Exhibit A Service Requirements and Activities
- G. Contract Minimum and Special Conditions
- H. General Conditions

PROPOSAL IDENTIFICATION AND INFORMATION FORM

Exact Legal Name of Applicant, including "dba" or "division" of a corporation (furnish the exact legal name of the entity under which an awarded contract, if any, will be executed):	
Principal Place of Business (may not be a P.O. Box):	
Mailing Address (only if different):	
Applicants Primary Contact Person:	Name and Title: _____ Telephone and Fax Numbers: _____ Email address: _____
Federal Tax Identification Number:	
State of Hawaii General Excise Tax License Number:	
Type of Business Entity (check one):	<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Other _____
If other than a Sole Proprietorship:	Applicant is either: <input type="checkbox"/> A Hawaii business incorporated or organized under the laws of the State of Hawaii; OR <input type="checkbox"/> A Compliant Non-Hawaii business incorporated or organized under the laws of the State of _____, and registered with the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii. Date of incorporation/organization: _____ All state(s) where Applicant is authorized to transact business: _____ Names of all Applicant's parent, affiliate and subsidiary organizations: _____ _____ _____

The undersigned certifies that the information provided above is to the best of his/her knowledge true and correct, has carefully read and understands the terms and conditions specified herein and hereby submits the following proposal to perform the work specified herein, all in accordance with the true intent and meaning thereof, and further that the Applicant shall comply with all terms, conditions and requirements of the RFP. 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.

 Authorized (Original in ink) Signature

 Name (printed)

 Title

 Date

Proposal Application Checklist

Applicant: _____ RFP Number: _____

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

Item	Reference in RFP	Format/Instructions Provided	Required by Purchasing Agency	Applicant to place "X" for items included in Proposal
General:				
Proposal Application Identification Form (SPOH-200)	Section 1, RFP	SPO Website*	X	
Proposal Application Checklist	Section 1, RFP	Attachment A	X	
Table of Contents	Section 5, RFP	Section 5, RFP	X	
Proposal Application (SPOH-200A)	Section 3, RFP	SPO Website*	X	
Provider Compliance	Section 1, RFP	SPO Website*		
Cost Proposal (Budget)				
SPO-H-205	Section 3, RFP	SPO Website*	X	
SPO-H-205A	Section 3, RFP	SPO Website* Special Instructions are in Section 5		
SPO-H-205B	Section 3, RFP,	SPO Website* Special Instructions are in Section 5		
SPO-H-206A	Section 3, RFP	SPO Website*	X	
SPO-H-206B	Section 3, RFP	SPO Website*	X	
SPO-H-206C	Section 3, RFP	SPO Website*		
SPO-H-206D	Section 3, RFP	SPO Website*		
SPO-H-206E	Section 3, RFP	SPO Website*	X	
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*		
Certifications:				
Federal Certifications		Section 5, RFP	X	
Debarment & Suspension		Section 5, RFP	X	
Drug Free Workplace		Section 5, RFP	X	
Lobbying		Section 5, RFP	X	
Program Fraud Civil Remedies Act		Section 5, RFP	X	
Environmental Tobacco Smoke		Section 5, RFP	X	
Program Specific Requirements:				
Attachment C – Wage Certificate	Section 1, RFP	Section 5, RFP	X	
Organizational Charts	Section 2, RFP	Section 3, RFP	X	
Audit Report	Section 3, RFP	Section 3, RFP	X	
Financial Policies	Section 3, RFP	Section 3, RFP	X	

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

Proposal Application Sample Table of Contents

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	E. Facilities	6
3.0	Project Organization and Staffing	7
	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	
4.0	Service Delivery	12
5.0	Financial.....	20
	See Attachments for Cost Proposal	
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7.0	Attachments	
	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	
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	D. Performance and Output Measurement Tables	
	Table A	
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	E. Program Specific Requirement	

WAGE CERTIFICATE

Subject: Project Number: RFP F25-037

Description of Project: Provision of Family-Child Interaction Learning (FCIL)

Program Services for the Executive Office on Early Learning (EOEL) at

Kalihi Elementary School and Princess Victoria Kaʻiulani Elementary School

Pursuant to §103-55, HRS, I hereby certify that, if awarded a contract in excess of \$25,000.00, that either:

- I. The services to be performed will be performed in accordance with the following conditions:
1. The services to be rendered shall be performed by employees paid at wages or salaries not less than wages paid to the public officers and employees for similar work, if similar positions are listed in the classification plan of the public sector.

Services Performed by Laborers and Mechanics:

The PROVIDER or the PROVIDER's subcontractor shall give a copy of the rates of wages to each laborer and mechanic employed under the contract by the PROVIDER at the time each laborer and mechanic is employed; provided that the PROVIDER does not have to provide the PROVIDER's employees the wage rate schedules where there is a collective bargaining agreement.

2. 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.

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

I understand that, in addition to the base wages required by §103-55, HRS, all payments required by Federal and State laws that employers must make for the benefit of their employees shall be paid.

OR

- II. I am exempt from these requirements as provided for under §103-55(c), HRS.

Offeror: _____

Signature: _____

Title: _____

Date: _____

CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

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

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

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

tier covered transactions in accordance with 45 CFR Part 76.

the Federal agency has designated a central

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

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

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

3. CERTIFICATION REGARDING LOBBYING

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

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

(2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

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

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

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

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5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

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

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION	DATE SUBMITTED	

Exhibit A**SERVICE REQUIREMENTS AND ACTIVITIES****1. Introduction**

The high cost of living in Hawaii forces many families with young children to spend their limited resources on other necessities and find alternatives to costly child development programs. While not every family wants or needs childcare, it is clear that demand exceeds the current supply.

The Executive Office on Early Learning (EOEL) intends to contract with third party providers to implement Family-Child Interaction Learning (FCIL) Program services on Hawaii State Department of Education (Department) campuses. These services support families in taking an active role in the social, emotional and cognitive development of their young children. FCIL programs are an important part-time option for families who care for their children at home. These programs have a dual focus on child development and family strengthening. Children and parents, guardians and/or caregivers (families) attend together and facilitate their child's learning through developmentally appropriate activities and play. Many of Hawaii's FCIL programs are tailored to meet the needs of a particular group, such as Native Hawaiian, immigrant, or homeless children and families.

2. Scope of Work

The PROVIDER(s) shall provide services in accordance with Exhibit A, entitled Service Requirements and Activities.

The scope of work encompasses the following tasks and responsibilities:

A. Service Activities

All services shall be provided in accordance with the requirements outlined in this section:

1. Planning Activities

- a. The number of staff members and types of staff expertise required to provide services will be left to the discretion of the PROVIDER(s), and subject to funds available.
- b. The PROVIDER(s) shall be ready to provide FCIL services at Kalihi Elementary School and/or Princess Victoria Ka'iulani Elementary School at the start of the school year. Each school shall receive services minimally two (2) to three (3) times a week for two (2) to three (3) hours each session.

- c. The PROVIDER(s) shall ensure that all staff understands their role in the successful implementation of the FCIL program, are trained to deliver FCIL services, and knows contract implementation and expectations.
- d. The PROVIDER(s) shall, at a minimum, participate in two (2) to three (3) meetings (approximately two (2) hours per meeting) with EOEL and School Personnel to discuss program implementation, roles and responsibilities, and contract expectations.
- e. The PROVIDER(s) shall have all equipment, materials, and supplies ready to provide FCIL services by the start of the school year.
- f. The PROVIDER(s) shall conduct recruitment and outreach activities to families at Kalihi Elementary School and/or Princess Victoria Kaʻiulani Elementary School communities to bring awareness of FCIL services and to enroll children and families into the program.

2. FCIL Service Delivery

- a. The PROVIDER(s) shall provide FCIL services in-person as allowed by health and safety parameters established by the Centers for Disease Control and Prevention, the Hawaii Department of Health (DOH), the Hawaii Department of Human Service, the Department and/or the Governor of the State of Hawaii. The PROVIDER(s) shall also provide a virtual option should in-person services be suspended.
- b. The PROVIDER(s) shall engage families in developmental screening of their child for planning purposes and for referrals as needed.
- c. The PROVIDER(s) shall plan for and provide a variety of developmentally appropriate and culturally relevant experiences that promote the social, emotional, and cognitive development of children, birth to age five (5), who attend the FCIL program. These experiences shall be responsive to the cultural values of families served and the diversity of the community.
- d. The PROVIDER(s) shall deliver a quality family engagement program that promotes positive parent-child interactions and strategies for enhancing learning opportunities that families can provide at home.

The PROVIDER(s) shall offer families the tools, skills and confidence they need to act as primary educators for their children by teaching them how to engage with their children in appropriate child development activities to support growth and learning at home. Practical and culturally responsive strategies are demonstrated and modeled that enhance parent-child interactions and strengthen family relationships. Families will improve their understanding of early learning experiences that will help their children develop the attitudes, skills, and knowledge that will result in the child becoming a successful learner.

- e. The PROVIDER(s) shall develop and implement culturally responsive and respectful strategies to promote family strengthening.

Through collaborative partnerships, the PROVIDER(s) shall assist families with accessing resources to address basic needs, as well as provide culturally responsive guidance, strategies, and supports to equip families toward greater self-sufficiency.

- f. The PROVIDER(s) shall offer guidance to strengthen families' abilities to appropriately support their child's growth and development that will result in successful transitions from home to different program settings.

The PROVIDER(s) shall increase families' understanding about child growth and development, including awareness of developmental milestones and the impact of the children's temperament and individual rates of learning in achieving those milestones. The PROVIDER(s) will offer appropriate guidance to families on how to support children as they transition from early learning experiences in the home to early learning program settings with other care providers, teachers, and peers.

- g. The PROVIDER(s) shall promote the importance of early literacy and provide information to families on how to access literacy resources to enhance their home literacy environments. The PROVIDER(s) shall demonstrate strategies that families can use with their children at home to increase children's interest in books and other reading materials, as well as the use of writing implements for everyday activities such as making lists, writing notes, dictating stories for children's art, etc. The PROVIDER(s) shall provide guidance to families on limiting screen time in the home, and the appropriate use of technology via parent-child interactions.
- h. The PROVIDER(s) shall promote positive relationships between families and the school. The PROVIDER(s) shall assist families in identifying and addressing their questions and any concerns regarding their school experience. The PROVIDER(s) will coordinate meetings with EOEL and school teams about practices that support successful transitions for children from their home into kindergarten school experiences, in addition to maintaining home-school partnerships. The PROVIDER(s) shall work with the EOEL and school to model and maintain effective working relationships through responsible communications.
- i. The PROVIDER(s) shall develop an outreach and recruitment plan that is approved by the school administrators to include strategies for maximum enrollment of children into the FCIL program at the school sites.

- j. The PROVIDER(s) shall implement strategies to support children in attending FCIL services on a consistent basis to maximize child and family outcomes and benefits from participation in the program.
- k. The PROVIDER(s) shall maintain current information on community resources and services, including points of contacts and referral protocol, in order to facilitate access to these resources and services as needed by families and school administrators.

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

1. Personnel

The PROVIDER(s)' personnel shall possess knowledge and understanding of developmentally appropriate practices and responsive and effective family engagement strategies in the implementation of FCIL program services for children birth to age five (5), and their families, with respect to promoting social emotional, and cognitive skills.

The PROVIDER(s) shall have a clearly detailed and viable plan for obtaining necessary staff and plans for the continuity of services activities in the event of staff illness, emergencies, or vacancies. The PROVIDER(s) shall demonstrate that the proposed caseload capacity is appropriate for the services proposed.

The PROVIDER(s) shall ensure that personnel meet the minimum qualifications (including experience) for staff assigned to the program, including written policies and procedures for staff hiring and supervision.

The PROVIDER(s) shall have the ability to supervise, train, and provide administrative direction to staff relative to the delivery of the proposed services, including a professional development plan for each staff member, to advance the knowledge and skills of staff. The PROVIDER(s) shall have a training program that includes how often training will occur and what the training entails with respect to learner outcomes.

The PROVIDER(s) shall have "organization-wide" and "program" charts which reflect the position of each staff and line of responsibility/supervision with the inclusion of approach and rationale for the structure, functions and staffing of the proposed organization for the overall service activity.

2. Administrative

The PROVIDER(s) shall ensure that reporting requirements are met. Written policies and procedures are required for all services including personnel standards, operating procedures, determination of client eligibility and enrollment, documentation, record keeping, data gathering and analysis, reporting, financial

administration, quality assurance, monitoring and evaluation for continuous quality improvement.

The PROVIDER(s) is required to have a written outcome-based program plan, and an on-going planning and evaluation process for these services.

a. Confidentiality Requirements

The PROVIDER(s) must ensure that employees, agents and volunteers adhere to all applicable State and Federal laws regarding the collection and release of confidential student information. The PROVIDER(s) shall adopt and implement policies and procedures that govern the provision of services and ensures children's and families' right to privacy when services are being provided in these settings.

The PROVIDER(s)' records relating to students under this Contract are educational records governed under the Family Educational Rights and Privacy Act (FERPA).

b. Sentinel Event and Incident Notification Reports

The PROVIDER(s) shall have policies and procedures in place that include how the PROVIDER(s) will address incidents including, but not limited to, accidents, injuries, and events where a child's behavior may impact the health and safety of the individual and/or other individuals.

c. Use of Restraints Policy

The PROVIDER(s) shall have documentation and evidence of policies and procedures for working with families on the appropriate use of physical restraints to ensure the health and safety of the individual and/or other individuals.

3. Quality Assurance and Evaluation Specifications

Quality Assurance Plan. The PROVIDER(s) shall have a written quality assurance plan including procedures to assure that its services are provided in conformance with all federal, state, and county requirements. The plan shall include procedures to monitor administrative, program and fiscal operations, for compliance with all requirements. It shall also provide for procedures to determine whether the target group receives consistent, high quality services. The quality assurance plan shall also identify roles and responsibilities for on-going monitoring and implementation.

Evaluation of Performance. The PROVIDER(s) shall have a written plan for evaluation of performance in providing the required services, including procedures and methodology to measure, monitor and collect data, both quantitative and qualitative, on outputs and outcomes as related to program objectives, and to evaluate the outcomes and other results of its services. The evaluation plan should also include procedures to identify and resolve problems and make improvements to the

program as needed. The plan should identify staff roles and responsibilities for assuring on-going implementation of the plan.

The PROVIDER(s) must also indicate the specific measurement tool(s) and/or procedures that will be utilized to document and verify that each proposed program output and outcome was accomplished.

Program Records. The PROVIDER(s) shall be responsible for keeping comprehensive program records, available for monitoring by EOEL staff or its designee, including case records and documentation of service activities. Program records subject to review shall include required reports and periodic assessments of program effectiveness. Monitoring of program records and activities may include, but are not limited to:

1. Observation of the program operations;
2. Notes or minutes of staff meetings and training;
3. Examination of recordkeeping procedures; and
4. Document review of the various service activities, including family engagement, and collaboration with the Department, community agencies and organizations.

Evaluation will include comparing projected program objectives with outcome performance and analyzing factors that produced those results.

The PROVIDER(s) will meet with representatives of EOEL to discuss the progress of the program and cooperate with EOEL in an annual performance evaluation.

Contract Monitoring. Annual contract monitoring by the EOEL may include school site visits with comprehensive evaluation of several areas of performance. These may include review of conformance with standard contractual requirements, agency files, accounting practices, and case record keeping. In addition, on-going contract monitoring shall include a review of required reports, and periodic assessment of the program effectiveness.

4. Output and Performance/Outcome Measurements

The PROVIDER(s) shall collect data in order to meet program and fiscal reporting requirements, and to assess quality assurance plans, including identification of staff roles and responsibilities for implementation of the plan.

The PROVIDER(s) shall measure outcomes of required services to evaluate the effectiveness of the program, including the use of data for program improvement.

The PROVIDER(s) shall implement a plan for overall monitoring of services, including appropriateness of deliverables such as progress reports, timelines, and performance/outcome measures.

5. Experience

The PROVIDER(s) must have at least three (3) years of business in Hawaii in operating a FCIL program for children, birth to age five (5) and their families, including experience and understanding of how to support children who may have special needs, and experience in partnering with the Department, either through contract or community partnership, to provide services and resources to children, families and staff.

6. Coordination of Services

The PROVIDER(s) shall coordinate with public and private agencies to both support child and family outcomes and to ensure that the PROVIDER(s) builds strong relationships with Department personnel. The PROVIDER(s) shall:

1. Meet with the Kalihi Elementary School and/or Princess Victoria Ka'iulani Elementary School teams (School Administrator, Pre-K Teacher, and other school personnel as determined by the School Administrator) and EOEL on a quarterly basis to provide program updates and to address any issues or concerns.
2. Coordinate meetings of the Department school teams and the EOEL to facilitate schools in examining and redefining their role in supporting families to more effectively promote their children's growth and development.
3. Make referrals to the DOH Early Intervention Section and to the Department Special Education Section for children who have been developmentally screened and for whom additional follow-up may be needed.
4. Make referrals to community resources to support family strengthening as needed.

7. Reporting Requirements for Program and Fiscal Data

Information relevant to the FCIL services program must be provided as requested by EOEL. This may include, but is not limited to, parental consents and collection of data for research purposes. The PROVIDER(s) shall meet the following reporting requirements:

1. Submit a FCIL Quarterly Report to the EOEL no later than one week after the end of each calendar quarter, describing the efficiency and effectiveness of this service. The reporting form shall be provided by the EOEL. Data should include:
 - a. Progress towards accomplishment of goals,
 - b. types of activities completed, and
 - c. child and family outcomes achieved as a result of those activities.
2. Submit copies of completed Department Form UOF (Request & Agreement for Use of School Buildings, Facilities, or Grounds) annually, within the first quarter of the contract period, as part of the reporting requirements of the contract. A link to the online application on the Department website is provided here: https://www.hidoefacilities.org/UseofSchoolFacilities_Application.php.

3. Submit a current Certificate of Liability Insurance.
4. Submit a current Board/Corporate Resolution that identifies who within the PROVIDER(s) agency is able to enter into a contract or agreement for that agency.

C. Facilities

The PROVIDER(s) shall operate in the facilities provided by the school administrator for the FCIL Program. Indoor space will be made available – either in a classroom or a lounge area. These areas may be spaces that are used by other Department staff a few times a week; to the extent possible, the areas shall be dedicated for use solely by the PROVIDER(s) during their hours of operation. FCIL and the Department staff will need to coordinate use. The PROVIDER(s) shall be responsible for the maintenance of the space it is being allowed to use. No utility fee will be charged. Storage area for materials and equipment and use of an outdoor space that can be utilized as an additional learning environment will be coordinated between the Department school coordinator and PROVIDER(s).

CONTRACT MINIMUM AND SPECIAL CONDITIONS

1. CONTRACT ADMINISTRATOR

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

Contract Administrator:	Yuuko Arikawa-Cross, Director
Telephone Number:	(808) 784-5350
E-mail Address:	yuuko.arikawa-cross@eoel.hawaii.gov

The CA is responsible for:

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

Notwithstanding the responsibilities set forth hereinabove, any coordination of services falling outside those articulated above shall remain with the head of the purchasing agency, as set forth in the attached General Conditions. (See General Conditions, paragraph 3.1, entitled "Coordination of Services by the STATE.").

2. POINT OF CONTACT

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

POC:	Stephanie S. Osurman Tim Sing
Telephone Number:	(808) 784-5366
Email Address:	stephanie.tim_sing@eoel.hawaii.gov

3. PROVIDER'S POINT OF CONTACT

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

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

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

4. CRIMINAL HISTORY RECORD CHECK REQUIREMENTS

The PROVIDER shall conduct all reasonable investigations which, at a minimum, includes: a national fingerprint based criminal background check, including state and federal (FBI) criminal history records search; to determine whether an employee, agent, subcontractor, volunteer, or prospective employee including but not limited to administrative and direct service staff members who work in close proximity to children (Worker), has been convicted of any criminal offense pursuant to any law enforcement or military authority which would make the Worker unsuited for working in close proximity to children.

All PROVIDER employees shall meet credentialing requirements prior to any assignment, which includes fingerprinting. The required fingerprint checks shall be completed and a determination of suitability made before any Worker is assigned to any work site. Furthermore, the PROVIDER shall inform the STATE if any Worker providing services under this contract has been convicted of a criminal offense.

The PROVIDER shall maintain a record of the mandatory national fingerprint based criminal history checks performed on each of its Workers in compliance with this section. Additionally, the PROVIDER shall at all times maintain a current list of all new Workers documenting the status and completion dates of the national fingerprint based mandatory criminal history checks and other primary source verification.

The STATE reserves the right to monitor the PROVIDER's compliance with this section through either, or both, an on-site evaluation or a documents review.

All costs associated with conducting and processing criminal history checks of the PROVIDER's Workers shall be borne by the PROVIDER.

5. NOTIFICATION

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

- 5.1. Any employee, agent, subcontractor or volunteer becomes the subject of any disciplinary proceeding or action before any federal or state agency or Board;
- 5.2. Any employee, agent, subcontractor or volunteer has been arrested or is under investigation for assault, sexual assault, child pornography or sex trafficking.
- 5.3. Any employee, agent, subcontractor or volunteer is convicted of a fraud or criminal activity involving violence, alcohol, drug abuse, sex offense, offense involving children, or any other circumstance which indicates that employee may pose a risk to the health, safety, or well-being of children;
- 5.4. An act of nature or any event occurs that substantially interrupts all or a portion of the PROVIDER's business or practice, or that has a materially adverse effect on the PROVIDER's ability to perform its obligations under this contract;
- 5.5. The PROVIDER fails to maintain the insurance coverage required under Paragraph 1.4 of the General Conditions;
- 5.6. Any litigation, claim, judgment or settlement in which the PROVIDER is named a defendant.

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

6. EXCLUSION OF SPECIFIC WORKERS

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

7. CONDUCT

- 7.1. The PROVIDER's employees, agents, subcontractors or volunteers must sign in at the school office when entering a school campus and sign out when leaving a school campus.
- 7.2. The PROVIDER's employees, agents, subcontractors or volunteers must comply with and utilize the STATE's visitor management system, in accordance with STATE protocol, when reporting to any school campus to provide services.

- 7.3. In addition, all PROVIDER's employees, agents, subcontractors or volunteers must wear a picture identification badge listing agency name, employee name, and position at all times while on school premises.
- 7.4. The PROVIDER's employees, agents, subcontractors or volunteers must maintain a professional attitude, work ethic, and appearance.

8. HARM TO STUDENT REGISTRY

The purpose of Act 156, Session Laws of Hawaii (SLH) 2024, was to create a registry for all preschools and K-12 educational institutions within the State of Hawaii containing information on school employees, contractors, or volunteers for whom, as a result of an investigation, a final finding has been issued that the individual has inflicted harm on a student, with the goal of preventing those individuals from subsequently gaining employment in any other public or private preschools and K-12 institutions in Hawaii.

The PROVIDER acknowledges and agrees to comply with the requirements set forth by Act 156, SLH 2024, and any other rules, regulations and laws, regarding the reporting and investigation of misconduct involving harm or maltreatment of students in educational institutions.

Should the STATE need to conduct an investigation into whether or not a contractor or contractor's employee, agent, or volunteer engaged in acts or omissions that resulted in the infliction of harm to a student, the PROVIDER shall ensure the following:

- 8.1. The PROVIDER shall inform the PROVIDER's employees, agents, or volunteers that an investigation is being conducted pursuant to Act 156, SLH 2024;
- 8.2. The PROVIDER, including the PROVIDER's employees, agents, or volunteers shall cooperate and assist the STATE should there need to be an investigation;
- 8.3. The PROVIDER shall provide the following to the STATE within five (5) business days from the date of the request:
 - 8.3.1. Full legal name and any prior names used, such as maiden name or married name;
 - 8.3.2. Date of birth;
 - 8.3.3. Photograph;
 - 8.3.4. Last known address;
 - 8.3.5. Any and all other STATE contracts that this individual is working on; and
 - 8.3.6. Any and all information and documents requested by the STATE during the course of an investigation.

Should the STATE not receive the full cooperation of the PROVIDER, or the PROVIDER's employees, agents, or volunteers, the STATE will move forward with and complete the investigation with the information it has available.

Should there be a finding and the PROVIDER's employee, agent, or volunteer is deemed appropriate to be included on the Harm to Students Registry, the PROVIDER's employee, agent, or volunteer will be given prior written notice of the STATE's decision to include the PROVIDER employee's, agent's, or volunteer's name for this purpose and will be given the opportunity to appeal the decision.

Should the PROVIDER's employee, agent, or volunteer either waive the right to appeal or lose the appeal, the STATE shall place the name of the PROVIDER's employee, agent, or volunteer on the Harm to Students Registry.

Any person currently or formerly employed by the PROVIDER, including subcontractors, agents, and volunteers listed on the Harm to Students Registry may request the PROVIDER to submit a certified request to the STATE for removal if new information proves they did not inflict harm on a student. The PROVIDER shall defend and indemnify the STATE from any liability resulting from claims related to the inclusion or removal of an employee from the Registry.

The PROVIDER shall provide to the STATE the names, dates of birth, addresses, photographs, and personal identifiers of all candidates for employment, including subcontractors, agents, or potential volunteers. If a candidate, subcontractor, agent, or volunteer's name appears on the Harm to Students Registry, the STATE can require removal of the individual from STATE work. Note that, pursuant to Act 156, SLH 2024, an employee, subcontractor, agent, or volunteer should not perform work or duties for the STATE until the PROVIDER has obtained clearance from the STATE.

9. TUBERCULOSIS (TB) CLEARANCE REQUIREMENTS

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

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

10. COORDINATION OF SERVICES

PROVIDER is required to coordinate services with the various programs and offices of the STATE, as well as community service providers as directed by the CA in a collaborative and cooperative manner.

11. USE OF SCHOOL FACILITIES

- 11.1. PROVIDER shall comply with all campus procedures, requirements and rules as determined by the school site.
- 11.2. Property damages due to PROVIDER's negligence as determined by the STATE shall be repaired or replaced by PROVIDER.

12. PROGRESS OF WORK

The PROVIDER shall be available during the STATE's normal office hours to discuss the progress of the work being performed. All questions raised during the course of the work shall be promptly addressed to the CA.

Upon request, the PROVIDER shall provide the STATE with a status report on the progress of work. Also, within three (3) working days of request, the PROVIDER shall complete and submit a written report to the STATE. At least once a quarter or as deemed necessary by the CA, the STATE may hold project status meetings in which the PROVIDER shall participate.

13. PAYMENT FOR SERVICES NOT REQUESTED BY THE STATE

The STATE in its sole discretion reserves the right to deny any claims for payment relating to any litigation matters that were not requested and authorized by the STATE. Unauthorized services include but are not limited to, the PROVIDER pursuing litigation on behalf of itself, services relating to testimony, depositions, or other litigation matters in pursuit of any interest other than the STATE's interest.

14. FINAL PAYMENT

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

- 14.1. The **final payment** on the contract shall be for services rendered during the billing period just prior to the contract expiration date. In addition to the requirements in the General Conditions, the following shall accompany the final payment invoice:
- 14.2. A tax clearance certificate, not over two months old, must accompany the invoice for final payment. In addition to the tax clearance certificate, the

“Certification of Compliance for Final Payment” (DOE Form-22) with an original signature will be required for final payment.

- 14.3. In lieu of the above, PROVIDER may also submit an original CERTIFICATE OF VENDOR COMPLIANCE as issued by via the online system, also referred to as “Hawaii Compliance Express”. Details regarding this online application process can be viewed at: <http://vendors.ehawaii.gov/hce/>.

15. AVAILABILITY OF FUNDS

This contract is subject to the availability of funds as set forth in paragraph 1.1 of the attached General Conditions for Health and Human Services Contracts.

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

16. TIME OF PERFORMANCE

16.1. Contract Term

Contract shall commence on July 01, 2025 and shall end on June 30, 2026.

16.2. Contract Renewal

This contract may be extended for not more than one (1) additional twelve (12) -month periods, i) upon mutual written agreement of the parties, ii) prior to expiration and iii) under the same terms and conditions of the original contract or as negotiated between the STATE and the PROVIDER. Contract extension(s) shall be contingent upon i) the need for continued services and ii) funding availability beyond the current fiscal year. As each option(s) to extend is mutually agreed upon, the PROVIDER shall be required to execute a supplement to the contract for each additional period.

16.3. Performance Period

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

17. CONTRACT EXECUTION

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

18. SPECIAL CONDITIONS ARE SUPPLEMENTAL

These Special Conditions shall serve to supplement and not replace the General Conditions; both documents remain part of this contract with full force and effect. In the case of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control to the extent necessary to resolve the conflict.

19. CONFIDENTIALITY OBLIGATIONS

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

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

The PROVIDER, including its employees, agents, representatives, and assigns shall abide by the following with regards to Confidential Information: (i) They shall not disclose to any unauthorized party any Confidential Information, except as specifically permitted by the STATE and subject to the STATE's limitations on confidentiality of information and relevant legal requirements of the State to include, but not limited to the Family Educational Rights and Privacy Act ("FERPA"); Permission will be granted through a formal written agreement concerning the disclosure of personally identifiable information (PII) from student education records, signed by STATE and the PROVIDER, and must be provided as an attachment to this contract; (ii) They shall only permit access to Confidential Information to employees, agents, representatives, and assigns having a specific need to know in connection with performance under this contract; and (iii) They

shall advise each of their employees, agents, representatives, and assigns of their obligations to keep such Confidential Information confidential.

The PROVIDER, its employees, agents, representatives, or assigns shall ensure the security of the Confidential Information. The PROVIDER shall provide the STATE with a list of individuals (by name and position) who are authorized to handle the Confidential Information (hereinafter referred to as "Authorized Handlers"). Authorized Handlers shall ensure the security of the Confidential Information. Only Authorized Handlers shall have access to the Confidential Information, which shall be kept on password protected computers with the hard copy documents kept in a locked file cabinet. The PROVIDER shall ensure that procedures exist to prohibit access to the Confidential Information by anyone other than an Authorized Handler.

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

- 19.1. Prior Written Approval: PROVIDER may not i) share Confidential Information or any other data received under this contract, ii) publish, or iii) distribute such information without the prior written approval of the STATE.
- 19.2. In the event of termination of this contract, PROVIDER shall return to STATE all Confidential Information, including student information, received under this contract and further agrees to destroy any and all copies of, or references to, any Confidential Information, including student information, shared by STATE as a result of this contract. PROVIDER shall certify in writing that all such copies have been destroyed or returned to the STATE.

20. RELIEF AVAILABLE TO STATE

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

- 20.1. Suspend Payments – Temporarily withhold or disallow all or part of the billing cost and/or payments pending correction of a deficiency or a non-submission of a required deliverable by the PROVIDER;

- 20.2. Suspend Referrals – Suspend referrals to the PROVIDER should the PROVIDER fail to comply with any of the requirements or other term(s) or condition(s) of this contract and, further, the STATE may maintain the suspension of referrals until such time as the deficiency or non-compliance is corrected and the PROVIDER’s corrective actions are determined to be acceptable by the STATE; and
- 20.3. Seek Reimbursement – Seek reimbursement from the PROVIDER or withhold future payments for any funds paid to the PROVIDER subsequent to a determination that such was unauthorized, fraudulently obtained, or inappropriately billed.
- 20.4. Seek Market Value – In the event the PROVIDER fails, refuses or neglects to perform the services in accordance with the requirements of these Special Conditions, the Scope of Services or the General Conditions, the STATE reserves the right to purchase, in the open market, a corresponding quantity of the services specified herein and to deduct from any monies due or that may thereafter become due to the PROVIDER, the difference between the price named in the contract and the actual cost to the STATE. In case any money due the PROVIDER is insufficient for said purpose, the PROVIDER shall pay the difference upon demand from the STATE. The STATE may also utilize all other remedies provided by law.

21. LIABILITY INSURANCE

General Conditions, section 1.4, entitled “Insurance Requirements”, is deleted entirely and replaced with the following:

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

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

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

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

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

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

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

<u>Coverage</u>	<u>Limits</u>
Automobile Liability:	Combined Single Limit: \$1,000,000 per accident

General liability and automobile liability policies required by this contract, including a subcontractor's policy, shall contain the following clauses:

- 1) "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."
- 2) "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."

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

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

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

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

22. APPROVALS

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

**GENERAL CONDITIONS FOR HEALTH & HUMAN SERVICES CONTRACTS
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GENERAL CONDITIONS FOR HEALTH & HUMAN SERVICES CONTRACTS

1. Representations and Conditions Precedent

1.1 Contract Subject to the Availability of State and Federal Funds.

1.1.1 State Funds. This Contract is, at all times, subject to the appropriation and allotment of state funds, and may be terminated without liability to either the PROVIDER or the STATE in the event that state funds are not appropriated or available.

1.1.2 Federal Funds. To the extent that this Contract is funded partly or wholly by federal funds, this Contract is subject to the availability of such federal funds. The portion of this Contract that is to be funded federally shall be deemed severable, and such federally funded portion may be terminated without liability to either the PROVIDER or the STATE in the event that federal funds are not available. In any case, this Contract shall not be construed to obligate the STATE to expend state funds to cover any shortfall created by the unavailability of anticipated federal funds.

1.2 Representations of the PROVIDER. As a necessary condition to the formation of this Contract, the PROVIDER makes the representations contained in this paragraph, and the STATE relies upon such representations as a material inducement to entering into this Contract.

1.2.1 Compliance with Laws. As of the date of this Contract, the PROVIDER complies with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the PROVIDER's performance of this Contract.

1.2.2 Licensing and Accreditation. As of the date of this Contract, the PROVIDER holds all licenses and accreditations required under applicable federal, state, and county laws, ordinances, codes, rules, and regulations to provide the Required Services under this Contract.

1.3 Compliance with Laws. The PROVIDER shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the PROVIDER's performance of this Contract, including but not limited to the laws specifically enumerated in this paragraph:

1.3.1 Smoking Policy. The PROVIDER shall implement and maintain a written smoking policy as required by Chapter 328K, Hawaii Revised Statutes (HRS), or its successor provision.

1.3.2 Drug Free Workplace. The PROVIDER shall implement and maintain a drug free workplace as required by the Drug Free Workplace Act of 1988.

- 1.3.3 Persons with Disabilities. The PROVIDER shall implement and maintain all practices, policies, and procedures required by federal, state, or county law, including but not limited to the Americans with Disabilities Act (42 U.S.C. §12101, et seq.), and the Rehabilitation Act (29 U.S.C. §701, et seq.).
- 1.3.4 Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the PROVIDER, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.
- 1.4 Insurance Requirements. The PROVIDER shall obtain from a company authorized by law to issue such insurance in the State of Hawai'i commercial general liability insurance ("liability insurance") in an amount of at least TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) coverage for bodily injury and property damage resulting from the PROVIDER's performance under this Contract. The PROVIDER shall maintain in effect this liability insurance until the STATE certifies that the PROVIDER's work under the Contract has been completed satisfactorily.
- The liability insurance shall be primary and shall cover the insured for all work to be performed under the Contract, including changes, and all work performed incidental thereto or directly or indirectly connected therewith.
- A certificate of the liability insurance shall be given to the STATE by the PROVIDER. The certificate shall provide that the STATE and its officers and employees are Additional Insureds. The certificate shall provide that the coverages being certified will not be cancelled or materially changed without giving the STATE at least 30 days prior written notice by registered mail.
- Should the "liability insurance" coverages be cancelled before the PROVIDER's work under the Contract is certified by the STATE to have been completed satisfactorily, the PROVIDER shall immediately procure replacement insurance that complies in all respects with the requirements of this section.
- Nothing in the insurance requirements of this Contract shall be construed as limiting the extent of PROVIDER's responsibility for payment of damages resulting from its operations under this Contract, including the PROVIDER's separate and independent duty to defend, indemnify, and hold the STATE and its officers and employees harmless pursuant to other provisions of this Contract.
- 1.5 Notice to Clients. Provided that the term of this Contract is at least one year in duration, within 180 days after the effective date of this Contract, the PROVIDER shall create written procedures for the orderly termination of services to any clients receiving the Required Services under this Contract, and for the transition to services supplied by another provider upon termination of this Contract, regardless of the circumstances of such termination. These procedures shall include, at

the minimum, timely notice to such clients of the termination of this Contract, and appropriate counseling.

- 1.6 Reporting Requirements. The PROVIDER shall submit a Final Project Report to the STATE containing the information specified in this Contract if applicable, or otherwise satisfactory to the STATE, documenting the PROVIDER's overall efforts toward meeting the requirements of this Contract, and listing expenditures actually incurred in the performance of this Contract. The PROVIDER shall return any unexpended funds to the STATE.
- 1.7 Conflicts of Interest. In addition to the Certification provided in the Standards of Conduct Declaration to this Contract, the PROVIDER represents that neither the PROVIDER nor any employee or agent of the PROVIDER, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the PROVIDER's performance under this Contract.

2. Documents and Files

- 2.1 Confidentiality of Material.
- 2.1.1 Proprietary or Confidential Information. All material given to or made available to the PROVIDER by virtue of this Contract that is identified as proprietary or confidential information shall be safeguarded by the PROVIDER and shall not be disclosed to any individual or organization without the prior written approval of the STATE.
- 2.1.2 Uniform Information Practices Act. All information, data, or other material provided by the PROVIDER to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS, and any other applicable law concerning information practices or confidentiality.
- 2.2 Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished that is developed, prepared, assembled, or conceived by the PROVIDER pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the PROVIDER pursuant to this Contract.
- 2.3 Records Retention. The PROVIDER and any subcontractors shall maintain the books and records that relate to the Contract, and any cost or pricing data for three (3) years from the date of final payment under the Contract. In the event that any litigation, claim, investigation, audit, or other action involving the records retained under this provision arises, then such records shall be retained for three (3) years from the date of final payment, or the date of the resolution of the action, whichever occurs later. During the period that records are retained under this section, the

PROVIDER and any subcontractors shall allow the STATE free and unrestricted access to such records.

3. Relationship between Parties

- 3.1 Coordination of Services by the STATE. The STATE shall coordinate the services to be provided by the PROVIDER in order to complete the performance required in the Contract. The PROVIDER shall maintain communications with the STATE at all stages of the PROVIDER's work, and submit to the STATE for resolution any questions which may arise as to the performance of this Contract.
- 3.2 Subcontracts and Assignments. The PROVIDER may assign or subcontract any of the PROVIDER's duties, obligations, or interests under this Contract, but only if (i) the PROVIDER obtains the prior written consent of the STATE and (ii) the PROVIDER's assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state law against the PROVIDER's assignee or subcontractor have been paid. Additionally, no assignment by the PROVIDER of the PROVIDER's right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawai'i, as provided in section 40-58, HRS.
- 3.3 Change of Name. When the PROVIDER asks to change the name in which it holds this Contract, the STATE, shall, upon receipt of a document acceptable or satisfactory to the STATE indicating such change of name such as an amendment to the PROVIDER's articles of incorporation, enter into an amendment to this Contract with the PROVIDER to effect the change of name. Such amendment to this Contract changing the PROVIDER's name shall specifically indicate that no other terms and conditions of this Contract are thereby changed, unless the change of name amendment is incorporated with a modification or amendment to the Contract under paragraph 4.1 of these General Conditions.
- 3.4 Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
- 3.4.1 Independent Contractor. In the performance of services required under this Contract, the PROVIDER is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE's opinion, the services are being performed by the PROVIDER in compliance with this Contract.
- 3.4.2 Contracts with Other Individuals and Entities. Unless otherwise provided by special condition, the STATE shall be free to contract with other individuals and entities to provide services similar to those performed by the Provider under this Contract, and the

PROVIDER shall be free to contract to provide services to other individuals or entities while under contract with the STATE.

- 3.4.3 PROVIDER's Employees and Agents. The PROVIDER and the PROVIDER's employees and agents are not by reason of this Contract, agents or employees of the State for any purpose. The PROVIDER and the PROVIDER's employees and agents shall not be entitled to claim or receive from the STATE any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees. Unless specifically authorized in writing by the STATE, the PROVIDER and the PROVIDER's employees and agents are not authorized to speak on behalf and no statement or admission made by the PROVIDER or the PROVIDER's employees or agents shall be attributed to the STATE, unless specifically adopted by the STATE in writing.
- 3.4.4 PROVIDER's Responsibilities. The PROVIDER shall be responsible for the accuracy, completeness, and adequacy of the PROVIDER's performance under this Contract.

Furthermore, the PROVIDER intentionally, voluntarily, and knowingly assumes the sole and entire liability to the PROVIDER's employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the PROVIDER, or the PROVIDER's employees or agents in the course of their employment.

The PROVIDER shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the PROVIDER by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The PROVIDER also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.

The PROVIDER shall obtain a general excise tax license from the Department of Taxation, State of Hawai'i, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The PROVIDER shall obtain a tax clearance certificate from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state law against the PROVIDER have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The PROVIDER shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under section 103-53, HRS, and these General Conditions.

The PROVIDER is responsible for securing all employee-related insurance coverage for the PROVIDER and the PROVIDER's employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

3.5 Personnel Requirements.

3.5.1 Personnel. The PROVIDER shall secure, at the PROVIDER's own expense, all personnel required to perform this Contract, unless otherwise provided in this Contract.

3.5.2 Requirements. The PROVIDER shall ensure that the PROVIDER's employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Modification and Termination of Contract

4.1 Modification of Contract.

4.1.1 In Writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the PROVIDER and the STATE.

4.1.2 No Oral Modification. No oral modification, alteration, amendment, change, or extension of any term, provision or condition of this Contract shall be permitted.

4.1.3 Tax Clearance. The STATE may, at its discretion, require the PROVIDER to submit to the STATE, prior to the STATE's approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state and federal law against the PROVIDER have been paid.

4.2 Termination in General. This Contract may be terminated in whole or in part because of a reduction of funds available to pay the PROVIDER, or when, in its sole discretion, the STATE determines (i) that there has been a change in the conditions upon which the need for the Required Services was based, or (ii) that the PROVIDER has failed to provide the Required Services adequately or satisfactorily, or (iii) that other good cause for the whole or partial termination of this Contract exists. Termination under this section shall be made by a written notice sent to the PROVIDER ten (10) working days prior to the termination date that includes a brief statement of the reason for the termination. If the Contract is terminated under this paragraph, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.

- 4.3 Termination for Necessity or Convenience. If the STATE determines, in its sole discretion, that it is necessary or convenient, this Contract may be terminated in whole or in part at the option of the STATE upon ten (10) working days' written notice to the PROVIDER. If the STATE elects to terminate under this paragraph, the PROVIDER shall be entitled to reasonable payment as determined by the STATE for satisfactory services rendered under this Contract up to the time of termination. If the STATE elects to terminate under this section, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.
- 4.4 Termination by PROVIDER. The PROVIDER may withdraw from this Contract after obtaining the written consent of the STATE. The STATE, upon the PROVIDER's withdrawal, shall determine whether payment is due to the PROVIDER, and the amount that is due. If the STATE consents to a termination under this paragraph, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.
- 4.5 STATE's Right of Offset. The STATE may offset against any monies or other obligations that STATE owes to the PROVIDER under this Contract, any amounts owed to the State of Hawai'i by the PROVIDER under this Contract, or any other contract, or pursuant to any law or other obligation owed to the State of Hawai'i by the PROVIDER, including but not limited to the payment of any taxes or levies of any kind or nature. The STATE shall notify the PROVIDER in writing of any exercise of its right of offset and the nature and amount of such offset. For purposes of this paragraph, amounts owed to the State of Hawai'i shall not include debts or obligations which have been liquidated by contract with the PROVIDER, and that are covered by an installment payment or other settlement plan approved by the State of Hawai'i, provided, however, that the PROVIDER shall be entitled to such exclusion only to the extent that the PROVIDER is current, and in compliance with, and not delinquent on, any payments, obligations, or duties owed to the State of Hawai'i under such payment or other settlement plan.

5. Indemnification

- 5.1 Indemnification and Defense. The PROVIDER shall defend, indemnify, and hold harmless the State of Hawai'i, the contracting agency, and their officers, employees, and agents from and against any and all liability, loss, damage, cost, expense, including all attorneys' fees, claims, suits, and demands arising out of or in connection with the acts or omissions of the PROVIDER or the PROVIDER's employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.
- 5.2 Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the PROVIDER in connection with this Contract, the PROVIDER shall pay any cost and expense incurred by or imposed on the STATE, including attorneys' fees.

6. Publicity

- 6.1 Acknowledgment of State Support. The PROVIDER shall, in all news releases, public statements, announcements, broadcasts, posters, programs, computer postings, and other printed, published, or electronically disseminated materials relating to the PROVIDER's performance under this Contract, acknowledge the support by the State of Hawai'i and the purchasing agency.
- 6.2 PROVIDER's Publicity Not Related to Contract. The PROVIDER shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, or to the services or goods, or both provided under this Contract, in any of the PROVIDER's publicity not related to the PROVIDER's performance under this Contract, including but not limited to commercial advertisements, recruiting materials, and solicitations for charitable donations.

7. Miscellaneous Provisions

- 7.1 Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the PROVIDER, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.
- 7.2 Paragraph Headings. The paragraph headings appearing in this Contract have been inserted for the purpose of convenience and ready reference. They shall not be used to define, limit, or extend the scope or intent of the sections to which they pertain.
- 7.3 Antitrust Claims. The STATE and the PROVIDER recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the PROVIDER hereby assigns to the STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.
- 7.4 Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawai'i. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawai'i.
- 7.5 Conflict between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the Procurement Rules or a Procurement Directive, the Procurement Rules or any Procurement Directive in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
- 7.6 Entire Contract. This Contract sets forth all of the contracts, conditions, understandings, promises, warranties, and representations between the STATE and the PROVIDER relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings,

promises, warranties, and representations, which shall have no further force or effect. There are no contracts, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the PROVIDER other than as set forth or as referred to herein.

- 7.7 Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
- 7.8 Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE's right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the Procurement Rules or one section of the Hawai'i Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE's rights or the PROVIDER's obligations under the Procurement Rules or statutes.
- 7.9 Execution in Counterparts. This Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one instrument.

8. Confidentiality of Personal Information

8.1 Definitions.

8.1.1 Personal Information. "Personal Information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:

- 1) Social Security number;
- 2) Driver's license number or Hawaii identification card number; or
- 3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

8.1.2 Technological Safeguards. "Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

8.2 Confidentiality of Material.

8.2.1 Safeguarding of Material. All material given to or made available to the PROVIDER by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the PROVIDER and shall not be disclosed without the prior written approval of the STATE.

8.2.2 Retention, Use, or Disclosure. PROVIDER agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.

8.2.3 Implementation of Technological Safeguards. PROVIDER agrees to implement appropriate “technological safeguards” that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.

8.2.4 Reporting of Security Breaches. PROVIDER shall report to the STATE in a prompt and complete manner any security breaches involving personal information.

8.2.5 Mitigation of Harmful Effect. PROVIDER agrees to mitigate, to the extent practicable, any harmful effect that is known to PROVIDER because of a use or disclosure of personal information by PROVIDER in violation of the requirements of this paragraph.

8.2.6 Log of Disclosures. PROVIDER shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by PROVIDER on behalf of the STATE.

8.3 Security Awareness Training and Confidentiality Agreements.

8.3.1 Certification of Completed Training. PROVIDER certifies that all of its employees who will have access to the personal information have completed training on security awareness topics related to protecting personal information.

8.3.2 Certification of Confidentiality Agreements. PROVIDER certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:

- 1) The personal information collected, used, or maintained by the PROVIDER will be treated as confidential;
- 2) Access to the personal information will be allowed only as necessary to perform the Contract; and
- 3) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

8.4 Termination for Cause. In addition to any other remedies provided for by this Contract, if the STATE learns of a material breach by PROVIDER of this paragraph by PROVIDER, the STATE may at its sole discretion:

- 1) Provide an opportunity for the PROVIDER to cure the breach or end the violation; or
- 2) Immediately terminate this Contract.

In either instance, the PROVIDER and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

8.5 Records Retention.

8.5.1 Destruction of Personal Information. Upon any termination of this Contract, PROVIDER shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.

8.5.2 Maintenance of Files, Books, Records. The PROVIDER and any subcontractors shall maintain the files, books, and records, that relate to the Contract, including any personal information created or received by the PROVIDER on behalf of the STATE, and any cost or pricing data, for three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall not be disclosed without the prior written approval of the STATE. After the three (3) year retention period has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS.