



State of Hawai'i

REQUEST FOR PROPOSALS

OHA RFP NO. TAP 2015-05

FOR

**Asset Incentives, Financial Literacy, and
Multi-Service Referrals for Native Hawaiians**

ISSUED DATE: JANUARY 12, 2015

DUE DATE: FEBRUARY 27, 2015, 3:00 P.M. HST

The Office of Hawaiian Affairs
560 North Nimitz Highway, Suite 200
Honolulu, Hawai'i 96817

Note: If this RFP Solicitation was downloaded from the Hawaii State Procurement Office website, each applicant must provide contact information to the Solicitation contact person for this RFP Solicitation to be notified of any changes. OHA shall not be responsible for any missing addenda, attachments or other information regarding the Solicitation if a proposal is submitted from an incomplete RFP Solicitation.

REQUEST FOR PROPOSAL

(Chapter 103F, Hawai'i Revised Statutes)

RFP NO. TAP 2015-05

ASSETS INCENTIVES, FINANCIAL LITERACY, AND MULTI-SERVICE REFERRALS FOR NATIVE HAWAIIANS FOR STATE FISCAL BIENNIUM (FB) 2016 – 2017

The Office of Hawaiian Affairs ("OHA"), is requesting proposals from qualified applicants to provide the following human service for State Fiscal Biennium 2016 - 2017: **Assets Incentives Financial Literacy, and Multi-Service Referrals for Native Hawaiians.**

Notice for this competitive purchase of services is hereby given that pursuant to Chapter §103F, Hawai'i Revised Statutes (HRS), as amended and its companion Hawai'i Administrative Rules. The Office of Hawaiian Affairs ("OHA"), will be accepting sealed proposals from

This Request for Proposal ("RFP") is provided to you for information purposes. If interested in responding to this solicitation, you may download the RFP from the OHA website at www.oha.org, SPO website <http://hawaii.gov/spo/general/procurement-notice-for-solicitations>, or pick one up at OHA's Reception Desk on O'ahu located at 560 North Nimitz Highway, Suite 200, Honolulu, Hawai'i 96817, beginning **January 12, 2015.**

The enclosed materials outline the application requirements of this solicitation. Included for your use are the administrative requirements, service specifications, proposal applications, budget instructions, as well as other reference materials. Prior to application submittal, it is imperative that the applicants closely review all information and follow detailed instructions provided.

OHA's Procurement Unit will conduct an orientation session at its office on **Friday, January 16, 2015, from 10:00 a.m. to 12:00 p.m. HST**, at Nā Lama Kukui, 560 North Nimitz Highway, Suite 200, Honolulu, Hawaii 96817. All prospective applicants are strongly encouraged to attend the session. For those interested in attending, please RSVP to the RFP Coordinator listed below no later than 3:00 p.m. Hawai'i Standard Time ("HST"), Friday, January 12, 2015.

Sealed proposals will be received at OHA's Reception Desk at 560 North Nimitz Highway, Suite 200, Honolulu, Hawai'i, 96817, until 3:00 p.m. HST on February 27, 2015. Electronic mail and facsimile transmission **will not** be accepted. **One original, four copies and a cd, dvd or flash drive of the entire proposal** is required. The official receipt time shall be the time that is recorded on OHA's time stamp clock for both hand-delivered and mailed-in proposals. Deliveries by private mail services, such as Federal Express, shall be considered hand deliveries. All mailed-in proposals delivered/postmark by the United States Postal Service must be received by 3:00 p.m. HST on February 27, 2015.

OHA reserves the right to amend the terms of this solicitation, to issue addenda, or to withdraw this solicitation at any time.

All applicants will be notified in writing regarding OHA's decision on his/her proposal(s) in mid-April 2015. Contracts for RFP No. TAP 2015-05 are expected to be in effect from July 1, 2015 to June 30, 2017.

Any questions or inquiries regarding this solicitation should be directed to the RFP Coordinator Person, Phyllis Ono-Evangelista by mail at 560 North Nimitz Highway, Suite 200, Honolulu, Hawai'i 96817, or e-mail at phylliso@oha.org or by telephone to (808) 594-1833.

Thank you for your interest in applying and for working with us to provide quality services.

Mahalo,

Kamana'opono M. Crabbe
Ka Pouhana/Chief Executive Officer

AN EQUAL OPPORTUNITY AGENCY

PROPOSAL MAIL-IN AND DELIVERY INFORMATION SHEET

NUMBER OF COPIES TO BE SUBMITTED: One (1) original and four (4) copies

ALL MAIL-INS BY THE UNITED STATES POSTAL SERVICE ("USPS") SHALL BE RECEIVED BY OHA BY **3:00 p.m. HST on February 27, 2015**, and all submittals received after the submittal deadline shall be rejected.

All Mail-Ins

Office of Hawaiian Affairs
Procurement Unit
560 North Nimitz Highway, Suite 200
Honolulu, Hawai'i 96817

OHA RFP COORDINATOR

Phyllis Ono-Evangelista
Phone: (808) 594-1833
Fax: (808) 594-1863
Email: phylliso@oha.org

ALL HAND DELIVERIES SHALL BE ACCEPTED AT THE FOLLOWING SITES UNTIL **3:00 P.M., HST, February 27, 2015**. Deliveries by private mail services such as FEDEX shall be considered hand deliveries. Hand deliveries shall not be accepted if received after 3:00 p.m., February 27, 2015.

Drop-Off Sites

Office of Hawaiian Affairs
Procurement Unit
60 North Nimitz Highway, Suite 200
Honolulu, Hawai'i 96817

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Section 1

Administrative Overview

Section 1

Administrative Overview

Applicants are encouraged to thoroughly read this RFP. 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 this RFP.

1.1 Procurement Timetable

This timetable represents OHA's best estimate of key dates relating to this RFP. While some dates are fixed, such as the deadline for submitting proposals, others may be adjusted at OHA's discretion. The contract start date may be subject to the issuance of a notice to proceed.

<u>Activity</u>	<u>Scheduled Date</u>
Public Notice Announcement of RFP	January 12, 2015
Distribution of RFP	January 12, 2015
RFP Orientation Session	January 16, 2015
Deadline for Receipt of Written Questions	February 6, 2015
OHA's Response to Written Questions	February 13, 2015
Proposal Submittal Deadline	February 27, 2015
Discussions with Applicant after Proposal Submittal	March 2, 2015 – April 3,
Deadline (optional)	2015
Final Revised Proposals (optional)	March 12 - 20, 2015
Proposal Evaluation Period	March 12 – 27, 2015
Provider Selection	March 30 – April 3, 2015
Notice of Statement of Findings and Decision	On or about April 6, 2015
Contract Start Date	July 1, 2015

1.2 Website Reference

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

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

Non-SPO websites

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

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

1.3 Authority

This RFP is issued under the provisions of the Hawaii Revised Statutes (“HRS”) Chapter 103F and its companion 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 OHA.

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:

Office of Hawaiian Affairs
Transition Assistance Programs
560 North Nimitz Highway, Suite 200
Honolulu, Hawai'i 96817

Phone: (808) 594-1833
Fax: (808) 594-1863
Email: phylliso@oha.org

1.6 RFP Contact Person

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

Phyllis Ono-Evangelista
Procurement Manager
Phone: (808) 594-1833
Fax: (808) 594-1863
Email: phylliso@oha.org

1.7 Orientation

An orientation for applicants in reference to this RFP will be held as follows:

Date: January 16, 2015 **Time:** 10:00a.m. – 12:00 p.m.
Location: Office of Hawaiian Affairs, Maui Ola (Board Room),
560 North Nimitz Highway, Suite 200, Honolulu, Hawai'i.

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

1.8 Submission of Questions

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

Deadline for submission of written questions:

Date: February 6, 2015 **Time:** 3:00 p.m. HST

OHA responses to applicant written questions will be provided by:

Date: February 13, 2015

1.9 Submission of Proposals

- A. **Forms/Formats** - Forms, with the exception of program specific requirements, may be found on the State Procurement Office website referred to in subsection 1.2, Website Reference. Refer to the Section 5, Proposal Application Checklist for the location of program specific forms.
1. **Proposal Application Identification (Form SPOH 200).** Provides applicant proposal identification.
 2. **Proposal Application Checklist.** The checklist provides applicants specific program requirements, reference and location of required RFP proposal forms, and the order in which all proposal components should be collated and submitted to the OHA.

3. **Table of Contents.** A sample table of contents for proposals is located in Section 5, Attachments. This is a sample and meant as a guide. The table of contents may vary depending on the RFP.
 4. **Proposal Application (Form SPOH-200A).** Applicant shall submit comprehensive narratives that address all proposal requirements specified in Section 3, Proposal Application Instructions, including a cost proposal/budget, if required.
- B. **Program Specific Requirements.** Program specific requirements are included in Sections 2 and 3, as applicable. Required Federal and/or State certifications are listed on the Proposal Application Checklist in Section 5.
- C. **Multiple or Alternate Proposals.** Multiple or alternate proposals shall not be accepted unless specifically provided for in Section 2. In the event alternate proposals are not accepted and an applicant submits alternate proposals, but clearly indicates a primary proposal, it shall be considered for award as though it were the only proposal submitted by the applicant.
- D. **Hawaii Compliance Express (“HCE”).** All providers shall comply with all laws governing entities doing business in the State. Providers shall register with HCE for online compliance verification from the Hawaii State Department of Taxation (“DOTAX”), Internal Revenue Service (“IRS”), Department of Labor and Industrial Relations (“DLIR”), and Department of Commerce and Consumer Affairs (“DCCA”). There is a nominal annual registration fee, currently \$12 for the service. The HCE’s online “Certificate of Vendor Compliance” provides the registered provider’s current compliance status as of the issuance date, and is accepted for both contracting and final payment purposes. Refer to **subsection 1.2, Website Reference**, for HCE’s website address.
- **Tax Clearance.** Pursuant to HRS §103-53, as a prerequisite to entering into contracts of \$25,000 or more, providers are required to have a tax clearance from DOTAX and the IRS. See subsection 1.2, Website Reference for DOTAX and IRS website address.
 - **Labor Law Compliance.** Pursuant to HRS §103-55, providers shall be in compliance with all applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety. See subsection 1.2, Website Reference for DLIR website address.
 - **DCCA Business Registration.** Prior to contracting, owners of all forms of business doing business in the state except sole proprietorships, charitable organizations, unincorporated associations and foreign insurance companies shall be registered and in good standing with the DCCA, Business Registration Division. Foreign insurance companies must register with DCCA, Insurance Division. More information is on the DCCA website. See subsection 1.2, Website Reference for DCCA website address.

- E. **Wages Law Compliance.** If applicable, by submitting a proposal, the applicant certifies that the applicant is in compliance with HRS §103-55, Wages, hours, and working conditions of employees of contractors performing services. Refer to HRS §103-55, at the Hawaii State Legislature website. See subsection 1.2, Website Reference for DLIR website address.
- F. **Campaign Contributions by State and County Contractors.** HRS §11-355 prohibits campaign contributions from certain State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body. Refer to HRS §11-355. See subsection 1.2, Website Reference for Campaign Spending Commission website address.
- G. **Confidential Information.** If an applicant believes any portion of a proposal contains information that should be withheld as confidential, the applicant shall request in writing nondisclosure of designated proprietary data to be confidential and provide justification to support confidentiality. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal to facilitate eventual public inspection of the non-confidential sections of the proposal.

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

- H. **Proposal Submittal.** All mail-ins shall be postmarked by the United States Postal System (USPS) and received by the OHA 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 OHA by the date and time designated on the Proposal Mail-In and Delivery Information Sheet, or as amended.

Proposals shall be rejected when:

1. Received after the submittal deadline; or
2. Postmarked after the designated date; or
3. Postmarked by the designated date but received after the designated date; or
4. 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.

Faxed proposals and/or transmission by e-mail, website or other electronic means are not permitted.

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 OHA'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 OHA 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 OHA, each applicant shall submit additional materials and documentation reasonably required by the OHA in its evaluation of the proposals.

1.13 RFP Amendments

The OHA 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 OHA. 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 the OHA'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 OHA 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 OHA, including any approvals that may be 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 OHA is not liable for any costs incurred prior to the official starting date.

1.20 Protests

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

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

The Notice of Protest shall be postmarked by USPS or hand delivered to 1) the head of the OHA conducting the protested procurement and 2) the procurement officer who is conducting the procurement (as indicated below) within five(5) 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 OHA.

Head of OHA	Procurement Officer
Name: Kamana’opono Crabbe, Ph.D.	Name: Phyllis Ono-Evangelista
Title: Ka Pouhana, Chief Executive Officer	Title: Procurement Manager
Mailing Address: 560 North Nimitz Highway, Suite 200 Honolulu, Hawai‘i 96817	Mailing Address: 560 North Nimitz Highway, Suite 200 Honolulu, Hawai‘i 96817
Business Address: Same as above	Business Address: Same as above

1.21 Availability of Funds

The award of a contract and any allowed renewal or extension thereof, is subject to allotments made by the Director of Finance, State of Hawaii, pursuant to HRS Chapter 37, and subject to the availability of State and/or Federal funds.

1.22 General and Special Conditions of Contract

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

1.23 Cost Principles

To promote uniform purchasing practices among state purchasing agencies procuring health and human services under HRS Chapter 103F, state purchasing agencies will utilize standard cost principles outlined in Form SPOH-201, which is available on the SPO website. (See subsection 1.2 Website Reference for website address.) Nothing in this section shall be construed to create an exemption from any cost principle arising under federal law.

END OF SECTION

Section 2

Service Specifications

Section 2

Service Specifications

2.1 Introduction

A. Overview, Purpose or Need

In 2012, OHA launched its revised strategic plan to better serve Hawaiians, while transforming OHA into a more streamlined, performance-based organization. OHA shifted its focus from serving individual needs to applying its combined resources to programs and activities that will lead to systemic change and maximize its impact on all Hawaiians. The plan was based on extensive research and several thousand interviews with Hawaiians across the state of Hawai‘i and the United States, as well as with all key stakeholders.

The strategic plan recognizes the fact that OHA can maximize its impact for Hawaiians by prioritizing its efforts in a few key areas, rather than broadly dispersing its resources. Under this plan, OHA is shifting its focus to advocacy and promoting systemic change in strategic results: 1) increase family income, 2) build stability in housing, 3) exceed education standards, 4) understand need for viable land base, 5) achieve pae‘aina sustainability, 6) improve family lifestyle choices, 7) transfer assets to entity, 8) value history and culture, 9) participate in cultural activities, and 10) decrease chronic disease rates.

OHA will continue to partner with organizations that work toward its goals and will look for new ways to grow its assets so that it can better meet the needs of the Hawaiian community. Over the past 30 years, OHA has taken on the responsibility of providing the opportunity for a better life and future for all Hawaiians. Through hard work, perseverance, and core values to guide OHA’s initiatives, thousands of people have benefited from the work of OHA.

The purpose of this solicitation is to contract for services to support OHA’s Strategic Priority of Economic Self-Sufficiency. The purpose of the desired program(s) is to provide increased access to resources that will assist Native Hawaiians to progress toward greater economic self-sufficiency. Specifically, the desired program(s) will provide services that will assist Native Hawaiian beneficiaries 1) access information and community resources 2) attain financial and household stabilization following an emergent crisis and 3) build financial assets. Traditional methods of alleviating poverty focus on the supply of resources made available to members of any household. While all poverty-measuring systems invariably contain assumptions or generalizations inapplicable to the actual conditions of poverty, alternative and complementary methods of assisting persons towards self-sufficiency must be initiated to ensure addressing all self-sufficiency barriers. The basic assumptions of the current Federal Poverty Guide Line (“FPGL”) do not accurately address cost-of-living issues which include housing and

food differentials, specific economic structure and opportunities available in each geographic region, or personal specifics such as prior bankruptcies or financial trouble, that increase the cost of being impoverished. The need exists to ensure Native Hawaiian families achieve financial stability.

B. Planning Activities Conducted In Preparation for this RFP

Pursuant to the Hawaii Administrative Rules § 3-142-301 State Agency Planning Activities, OHA conducted planning activities, including, but not limited to the following:

1. Considered the views of provider organizations to improve service specifications and better achieve mandated goals. A request for information was utilized as designated in Section § 3-142-202;
2. Analyzed information from program monitoring and evaluation reports of current provider organizations;
3. Analyzed socio-economic and health data for trends to determine demand factors; and
4. Considered the views of service recipients and community advocacy organizations on conditions affecting the achievement of mandated goals.

C. Description of the Goals of the Service

The goal of these services is to increase the economic self-sufficiency of Native Hawaiians by implementing services that provide:

1. Direct linkages to public and private agencies for resources relating to employment and income security, self-employment and business development, education, health care, housing stability, culture, and other necessary social services.
2. Emergency financial assistance and case management to address the needs of Native Hawaiian beneficiaries who find themselves facing hardships due to loss of income, loss of employment, debilitating illness, death, dislodgement or other unanticipated circumstances.
3. Financial literacy education and match savings through Individual Development Accounts for the purpose of increasing economic self-sufficiency.

D. Description of the Target Population to be Served

Clients served by this program must be of Native Hawaiian ancestry. More specifically for only the emergency financial assistance and match savings programs, the target population for these services is persons of Native Hawaiian

ancestry whose income is at or below 250% of the federal poverty guideline for Hawai'i.

Providers must maintain proper documentation to demonstrate that program participants meet this eligibility requirement. Further details regarding documentation are provided in Section 2.4 Scope of Work.

E. Geographic Coverage of Service

Service areas include the counties of Honolulu, Hawai'i, Maui, and Kaua'i. The applicant may apply in any one or more of these areas. The applicant shall demonstrate capability to provide the required services in the area(s) for which it applies. The applicant is responsible for clearly identifying the geographic areas that it proposes to serve.

F. Probable Funding Amounts, Source, and Period of Availability

Subject to the availability of funds, \$1,660,000 in OHA Funds is suggested from July 1, 2015 to June 30, 2017 and should be applied to the different program areas as follows:

- 1) \$560,000 for program operating costs.
- 2) \$700,000 for emergency financial assistance.
- 3) \$400,000 for Individual Development Accounts.

Funds may not be used for out-of-state travel, capital projects, or general organizational expenses. Funding will be allocated based on proposals submitted. Funds awarded as a result of this solicitation will be awarded for two years. Second year funding is subject to availability of funding and successful evaluation of first year activities.

2.2 Contract Monitoring and Evaluation

Contracts under this RFP may be monitored on-site or from the office, depending upon assessment of risk. Monitoring activities may include reviews of all reports, interviews with staff and clients, and fiscal reviews including invoice testing and internal control supports. Monitoring will be based on activities in each of the following areas:

A. Performance/Outcome Measures

Activities may include comparison of reported outcomes and service activities to documentation substantiating claims, interviews with clients to ensure reported services were received, and other such measures.

B. Output Measures

Activities may include review of attendance sheets or other documents to substantiate number of people, or other documents such as program files to ensure services are provided as reported.

C. Quality of Care/Quality of Services

Activities may include interviews with clients to ensure satisfaction with service, as well as interviews with staff to gauge internal capacity to assess and improve services.

D. Financial Management

Activities may include risk assessment through examination of fiscal policies and procedures, and reconciling payment claims to actual service activities.

E. Administrative Requirements

Activities may include compliance testing, review of practices and costs to applicable cost principles, statutes, etc., and use of OHA funds for lobbying, other practices unallowable under State law and Contracted Agreement.

2.3 General Requirements

A. Specific Qualifications or Requirements, Including but not Limited to Licensure or Accreditation

1. The applicant shall hold all licenses, permits, and accreditations, and meet all standards required by applicable federal, state and county laws, ordinances, codes and rules to provide services. The applicant shall also be in good standing with required licensing bodies, and in compliance with professional standards and requirements.
2. The applicant must have IRS tax-exempt non-profit status and be registered to do business in the State of Hawaii, or be a government agency.
3. The applicant shall have a minimum three years of experience in Hawai'i providing assistance to Native Hawaiians and/or operating a related program serving Native Hawaiians in the program area for which the proposal is being made. The CEO of OHA may grant an exception from this requirement if the applicant has demonstrated the necessary experience in the program area.
4. The applicant shall have the program in operation in the geographic areas where the contract is awarded and be able to provide services beginning July 1, 2015 through June 30, 2017.
5. The applicant shall refer to Chapter 103F, HRS Cost Principles for Purchases of Health and Human Services identified in SPO-H-201 (Effective 9/11), which can be found on the SPO website: <http://spo.hawaii.gov/for-state-county-personnel/manual/procurement/solicitation/health-human-services/methods-of-procurement/competitive-procurement/cost-principles-hrs-chapter-103f-purchases-of-health-and-human-services/>
6. The applicant must provide reasonable accommodations to assure capacity to deliver services to those participants with limited physical limitations. The

applicant must provide reasonable accommodations to assure that it has the capacity to deliver services to all clients in a culturally and linguistically appropriate manner as practicable.

7. The applicant must assure and be responsible for the 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. The provider must not require nor depend on OHA's staff to provide service activities in the event that program resources are not available due to the above situations.
8. The applicant must use credible and tested measurement tools to evaluate program effectiveness in achieving outcomes.
9. When a disagreement arises between the Provider and OHA in regards to the performance of specific service activities within contracted specifications, the wishes of OHA shall prevail. Failure on the part of the Provider to comply shall be deemed cause for corrective action and subject to contractual remedies.

B. Secondary Purchaser Participation

(Refer to Hawaii Administrative Rules §3-143-605)

After-the-fact secondary purchases will be allowed subject to approval of OHA.

Planned secondary purchases

NONE

C. Multiple or Alternate Proposals

(Refer to Hawaii Administrative Rules §3-143-605)

☐ Allowed ☒ Not allowed

D. Single or Multiple Contracts to Be Awarded

(Refer to Hawaii Administrative Rules §3-143-206)

☐ Single ☐ Multiple ☒ Single & Multiple

A single contract may be awarded to a proposal that demonstrates the ability to provide comprehensive and efficient education services for multiple counties within the state. Submit separate proposals if applying for more than one county, but not the whole state. Each service agency is limited up to one (1) proposal per county or up to a total of three (3) proposals. If applying for Statewide services, submit one (1) and only ONE (1) proposal but clearly delineate how services will be delivered in each county, how funds will be allocated for each county, and the amount and type of clients served in each county. Proposed outcomes will be compared one against the

other for the same geographic areas. For example, Kaua'i county outcomes will be compared against all other proposed Kaua'i County outcomes.

Criteria for multiple awards: When advantageous to OHA, multiple awards may be awarded. These may be awarded when a single proposal is insufficient to cover the entire geographic area, when multiple proposals with different treatment modalities are deemed meritorious, or when the total cost of the service is lower or number of outcomes is greater than in a single proposal.

E. Single or Multi-Term Contracts to Be Awarded
(Refer to Hawaii Administrative Rules Section 3-149-302)

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

Contract terms:

Initial term of contract: 24 months
Length of each extension: up to 6 months
Number of possible no-cost extensions: 1
Maximum length of contract: 30 months
Conditions for extension: N/A

The initial period shall commence on the contract date or Notice to Proceed, whichever is later.

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)

In Section 3, Service Delivery, the applicant shall describe in detail the target area(s), target population(s), need of the target population(s) in the proposed service area(s), and how the applicant would provide the required services.

Services shall include, but not limited to: (1) outreach, screening, intake and assessment; (2) service planning; (3) case management including the development of an Individual Service Plan and monitoring and follow-up; (4) counseling and referral (referrals need to at a minimal put the client in contact with an actual agency staff member); (5) providing financial literacy education; (6) measurement and evaluation; and (7) develop and disseminate literature and other materials addressing Native Hawaiian community resources. These materials will be designed to educate and inform various demographics of our Native Hawaiian community (i.e., displaced workers, potential homeowners, business owners, etc.)

An Individual Development Account Fund should be established to provide grants to match the savings achievements of families and individuals for the purposes of home down payment, education, housing, transportation and job enhancement. The applicant will serve as an intermediary between individual account holders and

financial institutions holding the accounts. OHA funds shall provide a 2:1 match up to \$2,000 per participant or family.

An Emergency Financial Assistance Fund should be established to provide temporary financial assistance for individuals and families who find themselves facing hardships due to loss of income, loss of employment by layoff, debilitating illness or injury, death, dislodgement or other unanticipated circumstances. Unforeseen circumstances that could qualify for assistance would include unexpected funeral costs, impending eviction, impending termination of utility services, and other similar time-sensitive situations. Emergency funding is generally provided on a one-time per year basis. Payments shall be made directly to the vendor.

Native Hawaiians seeking information and referral services should be screened for eligibility. A database or other record-keeping tool should be utilized to document each request and referral. The database should include information regarding the type of request being made, the agency or agencies the participant was referred to and the date of the referral.

Emergency Financial Assistance and IDA participants must be assessed and evaluated for eligibility. The intake and assessment should include basic assessment of the household's financial situation including current income and expenses, spending practices, and other government or financial supports utilized. An Individual Service Plan should be developed that outlines a financial plan and includes any savings goals.

Financial literacy education is required for all participants who receive emergency financial assistance or a savings match. Financial literacy training shall provide the following or similar topics: budgeting/financial planning, types and uses of credit, the importance of saving and credit.

The applicant shall describe in detail where and how it proposes to provide the required services, including the location and a schedule of services.

The applicant must describe the design and approach of the proposed program and how it will meet the needs of the population it plans to serve.

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

1. **Personnel** – The applicant shall demonstrate that personnel possess the necessary knowledge, skills and abilities to effectively deliver the proposed services. At a minimum, personnel should include the following suggested full-time equivalents per county: two (2) FTE for Honolulu County; two (2) FTE for Hawai'i County; one (1) FTE for Kaua'i County; and one (1) FTE for Maui County. Personnel requirements listed above include the required match contribution of two (2) FTE staff positions.

The applicant shall have written descriptions for each position, requirements and qualifications, and policies and procedures to ensure that all employees are fully qualified to engage in activities and perform the services required.

2. **Administrative** – Written policies and procedures are required for all services including personnel standards, operating procedures, documentation, record-keeping, data gathering, reporting, financial administration, quality assurance, monitoring and evaluation.

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

3. **Quality Assurance and Evaluation Specifications** – The applicant 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, and the requirements of this Solicitation. The plan shall include procedures on how the applicant will monitor management, fiscal and program operations for compliance with all requirements. The plan shall also provide for procedures to determine whether clients receive consistent, high quality services. The quality assurance plan shall identify roles and responsibilities for on-going implementation.

The applicant shall have a written plan for evaluation of performance in providing the required services, including procedures and methodology to measure, monitor and collect data on outputs and outcomes, 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 evaluation plan should identify staff roles and responsibilities for assuring on-going implementation.

The applicant 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.

Annual contract monitoring by OHA may include on-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 program effectiveness.

The applicant must maintain throughout the term of the contract a system of self-appraisal and program evaluation to track and validate effectiveness of the activities provided. The evaluation process must include tools or instruments to track participant progress, which are relevant to participant outcomes and include a process for making improvements or taking corrective action based upon the evaluation findings.

4. **Output and Performance/Outcome Measurements – The applicant** shall set forth, using the table in Section 5, Attachment D, the amount of the following output and performance/outcomes that it expects to achieve. Program outputs and outcomes reported to OHA for each specific activity must be a direct result of OHA’s funding for this program.

a. **Outputs**

- Total Number of Native Hawaiians assessed for services.
- Total Number of Native Hawaiians requesting information and referral services.
- Total Number of Native Hawaiians requesting emergency financial assistance.
- Total Number of Native Hawaiians requesting savings match.
- Total Number of Native Hawaiians enrolling in financial literacy training.

b. **Outcomes**

- Total Number of Native Hawaiians provided information and referral services who are referred to the appropriate provider.
- Total Number of Native Hawaiians who are linked to services and opportunities which resolve their issue for the short-term. The period for the short term is defined as up to three (3) months.
- Total Number of Native Hawaiians who are linked to services and opportunities which resolve their issue for longer than three months
- Total Number of Native Hawaiians who completed an Individual Service Plan.
- Total Number of Native Hawaiians who receive and complete Financial Literacy Education.
- Total Number of financial counseling sessions provided
- Total Number of Native Hawaiians provided emergency financial assistance services.
- Total dollars of emergency financial assistance provided.
- Total Number of Native Hawaiians who created Individual Development Accounts.
- Total dollars of savings match provided.

The applicant may also propose additional measures of effectiveness. Examples of additional measures include but are not limited to the following:

- Total Number of Native Hawaiians identified as homeless
- Total Number of Native Hawaiians identified as unemployed
- Total Number of Native Hawaiians who were referred for housing assistance
- Total Number of Native Hawaiians who were referred for employment assistance
- Total Number of Native Hawaiians who increased savings
- Total Number of Native Hawaiians who obtained stable rental housing

Please use the **Output and Performance/Outcome Measurements Table Section 5 - Attachment C**, of this solicitation, and include it in the **Service Delivery and Program Overview sections** of your proposal application.

5. **Experience** – The applicant shall have a minimum three (3) years of experience in Hawai'i providing assistance to Native Hawaiians and/or an equivalent of three (3) years of operating a human services or related program serving Native Hawaiians in the program area for which the proposal is being made.
6. **Coordination of Services** – The applicant shall demonstrate its capability to coordinate the proposed services with relevant agencies and resources in the community.
7. **Reporting Requirements for Program and Fiscal Data** – Quarterly program progress and fiscal reports are required within thirty (30) calendar days after the last day of each quarter. The final report on the total contract period is required within sixty (60) calendar days after the last day for the contract period.

The program progress reports shall consist of statements by the service provider relating to the work accomplished during the reporting period and shall include a statement of the nature work performed, including actual performance measures, activity levels, and target group indicators, identification of persons served by the service provider during the reporting period, identification of any immediate problems encountered during the period, and any recommendations deemed pertinent by the service provider.

Fiscal reports shall detail the uses made by the service provider of compensation paid to it pursuant to this Contract, outline the expenditures incurred, and be certified by the service provider.

The applicant shall describe its ability to provide quarterly and final reports on program progress including, but not limited to, program achievements, initiatives, adjustments, and challenges.

OHA funding must be acknowledged in this report and in all other publications based on the project results. All project(s) reports and results are considered

public property and cannot be patented, copyrighted or restricted in any manner unless specifically agreed to by both parties. Timely compliance with interim reporting requirements is required to continue to receive funding under the award.

Other reports may be required.

C. Facilities

The applicant shall provide a description of its facilities and demonstrate its adequacy in relation to the proposed services. If facilities are not presently available, describe plans to secure facilities. Also describe how the facilities meet the Americans with Disabilities Act (“ADA”) requirements, as applicable, including any special equipment that may be required for the services. If the applicant believes facilities are unnecessary, they may indicate this with an explanation in their proposal.

2.5 COMPENSATION AND METHOD OF PAYMENT

A. Compensation

An initial advance payment of up to twelve and-a-half percent (12.5%) of the total contract amount will be made upon contract execution and receipt of a written cash request. Subsequent payments shall be made to the applicant in monthly/quarterly installments, upon submission by the applicant of written requests for payment and OHA approval. OHA may retain some or all of each payment requested by the applicant. Payment of the retained amount shall be made based upon: (1) acceptance and approval of the written quarterly fiscal and program progress reports, and (2) acceptance and approval of final written fiscal and program progress reports. The reports shall be reviewed by OHA and shall be subject to the preliminary determination of appropriateness and allowability of the reported expenditures shall be subject to later verification and subsequent audit.

B. Unit of Service and Unit Rate

Not applicable.

C. Method of Payment

The method of payment will be cost reimbursement. The cost reimbursement contract will provide for payment of allowable incurred costs, to the extent prescribed in the contract. Cost reimbursement contracts establish an estimate of total cost for the purpose of obligating funds and establishing a ceiling that the successful applicant/contractor may not exceed without the approval of the procurement office.

Dollars used as a match in the saving program and for participants enrolled in the emergency financial assistance program may be requested at any time during the

service, however shall be requested and reimbursed no more than one (1) time per month.

It is important to note that the State appropriation is made on a yearly basis. Therefore, assuming no budget cuts or restrictions, only fifty (50) percent of the two (2) -year contract amount may be available for payment in the first year of the contract. Any amount earned and requested by the provider in the first year of the contract, in excess of fifty (50) percent of the two (2) - year contract amount, may be held for payment until the following fiscal year, and paid upon confirmation of available funds.

END OF SECTION

Section 3

Proposal Application Instructions

Section 3

Proposal Application Instructions

General Instructions for Completing Applications:

- *Proposal Application shall be submitted to OHA using the prescribed format outlined in this section. The proposal shall be organized and presented in the sections and subsections designated in the solicitation and with prescribed content for each section.*
- *The numerical outline for the application, the titles/subtitles, applicant's organization and solicitation identification information on the top right hand corner of each page shall be retained. The instructions for each section may be omitted.*
- *Proposal must be typed on plain, white, letter-size paper with one-inch margins on all sides in a font size no smaller than 12 point font size.*
- *Page numbering of the Proposal Application should be consecutive, beginning with page one (1) and continuing through the complete proposal.*
- *Proposals may be submitted in a three ring binder or spiral bound.*
- *Tabbing of sections is required.*
- *Applicant must submit proposal application(s) printed on one (1) side only.*
- *Applicants must also include a Table of Contents with the Proposal Application. A sample format is reflected in Section 5, Attachment C of this Grant Solicitation.*
- *A written response is required for **each** item unless indicated otherwise. Failure to answer any of the items will impact upon an applicant's score.*
- *Applicants are required to review evaluation criteria in Section 4, Proposal Evaluation when completing the proposal.*
- *Proposal Application should not exceed 50 pages of main text, not including appendices, attachments, cover sheet (and/or title page), required forms, and table of contents. Appendices, attachments, cover sheet (and/or title page), required forms, and table of contents should not exceed 100 pages.*
- *One (1) original and four (4) copies of each proposal are required. Original shall be clearly marked "ORIGINAL" and copies shall be clearly marked "COPY" and proposal submission shall include a cd, dvd or flash drive with the complete proposal*
- *Other supporting documents may be submitted in an Appendix, including visual aids to further explain specific points in the proposal; if used, they should be referenced.*

The Proposal Application Comprises the Following Sections:

- *Proposal Application Checklist*
- *Proposal Application Cover Sheet*
- *Table of Contents*
- *Program Overview with Performance Outputs and Outcomes Measurement Table*
- *Experience and Capability*
- *Project Staffing and Organization*
- *Service Delivery*
- *Financial*
- *Other*

3.1 Program Overview

The applicant shall give a clear and concise brief overview to highlight and summarize the content of the proposal to orient the evaluators to the program/services being offered. The Performance Outputs and Outcomes are attached here to and incorporated here in as the Attachment C: Measurement Table.

3.2. Experience and Capability

A. Experience

The applicant shall provide a list and a brief description of past and current projects/contracts pertinent to providing multi-service referrals, emergency financial assistance, financial literacy, debt counseling, or other financial assistance that includes all of the following information: The contracting agency, contact person, address, telephone number and/or e-mail address, contract/program title, contract period, funding amount, and performance outcomes. In addition, the applicant shall provide a copy of relevant reports or information relating to contract/program performance.

OHA reserves the right to contact references to verify experience.

B. Quality Assurance and Evaluation

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

The applicant shall explain how the applicant intends to determine whether or not the program was a success.

The applicant shall describe what evidence or documentation will be used to verify program accomplishments.

The applicant shall demonstrate that it has a written evaluation plan that effectively measures, monitors, and evaluates program performance and detects

and addresses problems in a timely manner. Refer to the “Quality Assurance and Evaluation Specifications,” in Section 2.4 Scope of Work.

C. Coordination of Services

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

If letters of support are submitted, include only letters that establish genuine support and actually make a commitment of time, money, personnel, space, or resources to the program and are absolutely necessary to support your proposal or that will enhance it.

The applicant shall demonstrate the partnership of any named agency through letters of intent, Memoranda of Understanding or Agreement, or other mutual binding agreement.

D. Facilities

Provide a description of the facilities (i.e., location(s), layout, available technology and resources, etc.) and demonstrate its adequacy in relation to the proposed services.

If the facilities are not presently available, describe the plans to acquire the facilities and identify the resources that will be used to secure the facilities. If the applicant believes facilities are unnecessary, they may indicate this and an explanation in their proposal.

Describe how the facilities meet the ADA requirements, as applicable. Also, identify any special equipment that may be required for the services and whether the applicant is in possession of the equipment, or will need to acquire it.

3.3 Project Staffing and Organization

A. Staffing

1. **Proposed Staffing** – The applicant shall describe and demonstrate that: (1) the proposed staffing pattern and student/staff ratio are appropriate for the viability of the services; (2) the applicant’s assignment of staff will be sufficient to effectively administer, manage, supervise, and provide the required services; and (3) staff has the necessary skills, abilities, and knowledge relating to the delivery of the proposed services. Include a list that identifies whether a specific staff is employed by your agency or a position will be created to deliver each of the specified services described in Section 2.4 Scope of Services.

The applicant shall fully explain, justify, and demonstrate any proposed use of a subcontractor to be as effective as in-house staff for the provision of the

required services. Demonstrate that the proposed subcontractor is fully qualified for the specific work that would be subcontracted, by including a description of the proposed subcontractor's experience, capability, project organization, staffing, and proposed services as set forth for applicants in this solicitation. Explain how the applicant will assure the quality and effectiveness of the subcontractor, monitor and evaluate the subcontractor, and insure compliance with all of the requirements of this solicitation.

The applicant shall fully explain, justify, and demonstrate any proposed use of volunteers to be as effective as in-house staff for the provision of the required services. Demonstrate that proposed volunteers are or would be fully qualified for the specific work assigned, could be relied on, and would be available when and where needed to provide the required services. Explain how it would provide sufficient management, supervision, oversight, and evaluation of volunteers, and otherwise assure their work quality and effectiveness. Explain how it will assure that volunteers perform in compliance with the requirements of this solicitation.

2. **Staff Qualifications** – The applicant shall provide: (1) the minimum qualifications for staff assigned to the program; (2) include position descriptions; and (3) explain how the minimum qualifications and/or actual qualifications would assure delivery of quality services.

The applicant shall identify key staff members who will be involved in the management, administrative, and program functions needed to provide and support the services being requested. The applicant shall also provide resumes, employment history, responsibilities, program experience, and significant accomplishments for each staff member.

B. Project Organization

1. **Supervision and Training** – The applicant shall describe and demonstrate its ability to supervise, train and provide administrative direction relative to the delivery of the proposed services.

The applicant shall explain how the program organization and assignment of personnel are sufficient for the effective administration, management, supervision, and provision of services under the program to meet the projected caseload.

The applicant shall describe the training that would be provided for program staff to strengthen their capability to effectively provide the program services.

2. **Organization Charts** – Both the “Organization-wide” and “Program” organization charts shall be attached to the Proposal Application.

The applicant shall provide an “Organization-wide” chart that shows the program placement of the required services within the overall agency, and a

“Program Organization” chart that shows lines of communication between program administration and staff. Written explanations of both organization charts shall be included as needed for clarification.

The applicant shall reflect the position of each staff and line of responsibility/supervision. Include the position title, name of individual and full-time equivalency (“FTE”). The applicant shall demonstrate that the applicant’s proposed organization would be sufficient to effectively administer, manage, and provide the required services.

3.4 Service Delivery

The applicant shall clearly identify and describe the geographic areas and the targeted population groups that it proposes to serve. Demonstrate with demographic data and other documentation, that the geographic area(s) it proposes to serve: (1) contains significant numbers of the target population of this Solicitation; (2) there is a determined need for the services under this solicitation; (3) the services available to the area are insufficient to fill the need; and 4) the extent of services proposed for each area will effectively address the needs.

- A. **Program Design** - The applicant shall describe its program in sufficient detail to provide a complete and comprehensive picture of its total program design. The applicant shall explain how it would provide all of the services required in Section 2.4 Scope of Work, addressing all service locations, tasks, activities, time lines, and other pertinent information. Time lines should include goals and objectives with start and completion dates, major milestones or special events, important deadlines, scheduled reports and evaluations, as well as special requirements by the funding source.
- B. **Approach and Methodology** - The applicant shall describe and justify its overall approach and methodology in addressing the need identified in this Solicitation, including a logical step-by-step progression of proposed program services from start to finish and how it would effectively serve students with multiple barriers to obtain successful outcomes.
- C. **New Program** - If a new program is being proposed, the applicant shall provide a detailed start-up plan. The plan shall include tasks, activities, personnel, and timeframe. The plan shall clearly show how the applicant would have the program established with necessary staffing to meet the anticipated number of students and provide the required services in all applicable geographic areas by July 1, 2015.
- D. **Required Services**
 - 1. **Multi-Services Referral Component** - The Applicant’s capability to competently provide multi-services referrals. The applicant demonstrates its familiarity and networking ability to coordinate with wide array of community agencies/resources that provide holistic health and human services to Native Hawaiian beneficiaries. The applicant is well respected and trusted by Native

Hawaiians and demonstrates its ability to attract beneficiaries seeking assistance with multi-service referrals.

2. **Emergency Financial Assistance** – The Applicant’s capability to oversee and lend emergency financial assistance in a manner that reflects sensitivity and understanding of Hawaiian identity, family dynamics and culture. The applicant demonstrates its ability to responsibly administer emergency funds that assists in stabilizing the financial situation of Native Hawaiian beneficiaries following a crisis. The intent of the one-time emergency funds is to alleviate poverty and the beneficiary from falling into a reoccurring cycle of debt.
3. **Individual Development Account** – The Applicant’s capability to administer Individual Development Account match funds and provide financial literacy education. The applicant demonstrates its ability to serve as an intermediary between individual account holders and financial institutions. From technical assistance given, beneficiaries understand the concept and importance of savings and spending wisely, and are now equipped and empowered to make good financial decisions.
4. **Outputs and Outcomes** - The applicant shall demonstrate outputs and outcomes it expects to achieve or achievements resulting from its services are feasible and effective. Explain in sufficient detail how the outputs and outcomes will be tracked and documented in the student file and/or agency records.

The Applicant shall demonstrate its capability to provide the aforementioned comprehensive services. Included in the comprehensive services is the ability to plan, develop, implement, administer, manage, monitor and evaluate multi services efficiently and effectively as required in a culturally sensitive manner that will allow Native Hawaiians to progress towards self-sufficiency.

E. **Program Reporting**

1. **Program Performance** - The applicant shall describe its ability to provide complete, accurate and timely reports on program performance.

The applicant shall submit projected outputs and outcomes using the Performance Output and Outcome Measurements Table in Section 5, Attachments. If the applicant proposes additional outputs or outcomes than those provided by OHA, a justification with the proposed change should be included.
2. **Leveraged Support** - The applicant shall also indicate the amount of leveraged monetary support provided by the agency or any of its partners. Each dollar of leverage proposed per dollar saved will earn two points, up to a maximum of 10 points, or a 5:1 match. Amounts greater than the 5:1 ratio will be given the full points.

3.5 Financial

A. Pricing Structure

Applicant shall submit a cost proposal utilizing the pricing structure designated by OHA. The cost proposal shall be attached to the Proposal Application.

1. **Pricing Structure Based on Cost Reimbursement** – The cost reimbursement pricing structure reflects a purchase arrangement in which OHA pays the contractor for budgeted costs that are actually incurred in delivering the services specified in the contract, up to a stated maximum obligation.
2. **Budget Forms** – As applicable, provide a budget with line-item detail and detailed calculations for each budget object class identified in the budget forms below. Detailed calculations must include estimation methods, quantities, unit costs, and other similar quantitative detail sufficient for the calculation to be duplicated.

All budget forms, instructions and samples are located on the SPO website, see Section 1.2, Website Reference. The following budget form(s) shall be submitted with the Proposal Application:

- SPO-H-205 Proposal Budget for FB 2016-2017
 - SPO-H-206A Budget Justification – Personnel: Salaries and Wages
 - SPO-H-206B Budget Justification – Personnel: Payroll Taxes, Assessment and Fringe Benefits
 - SPO-H-206E Budget Justification – Contractual Services: Administrative
 - SPO-H-206F Budget Justification – Contractual Services: Subcontracts
 - SPO-H-206H Budget Justification – Program Activities
3. **Cost Principles** - The applicant shall also utilize and refer to form SPO-H-201, Chapter 103F, HRS, Cost Principles in Purchases of Health and Human Services, in preparing its cost proposal.

In completing the required budget forms, the applicant should consider the evaluation criteria contained in Section 4, whereby the comprehensiveness of the information presented and the justification of all cost items are particularly important factors. If more space is needed to fully explain and justify the proposed cost items, the applicant should attach additional sheets as necessary.

4. **Budget Justification** – The budget justification should be in a narrative form. It evaluates the appropriateness and reasonableness of project costs in relation to anticipated program activities and planned outcomes.

- a. **Personnel:**

- (1) Description: Costs of employee salaries and wages.

- (2) **Justification:** Identify key project staff, if known, at the time of application. For each staff person, provide: title, time commitment to the project as a percentage or full-time equivalent, and annual salary.

Note: It is intended that \$280,000 or 33.73% per year of the anticipated total available funding of \$830,000/year be made available for staffing and direct program administrative costs.

b. Fringe:

- (1) **Description:** Costs of employee fringe benefits unless treated as part of an approved indirect cost rate.
- (2) **Justification:** Provide a breakdown of the amounts and percentages that comprise fringe benefits, payroll taxes and assessment costs such as health insurance, FICA, retirement, unemployment insurance, social security, etc.

c. Travel:

- (1) **Description:** Costs of project-related travel by applicant employees.
- (2) **Justification:** For each trip show: the total number of traveler(s); travel destination; duration of trip; per diem; mileage allowances, if privately owned vehicles will be used; and other transportation costs as well as subsistence allowances.

d. Equipment:

- (1) **Description:** "Equipment" means an article including items of personal property, as distinguished from real property, having a useful life of more than one year and an acquisition cost of \$500 or more. **Note:** Equipment purchased with OHA grant funding must continue to be used to benefit the Hawaiian community after the term of the OHA grant.
- (2) **Justification:** For each type of equipment requested, provide: a description of the equipment, the cost per unit, the number of units, the total cost, and a plan for use by the project.

e. Supplies:

- (1) **Description:** Costs of all tangible personal property other than that included under the Equipment category.
- (2) **Justification:** Specify general categories of supplies and their costs. Show computations and provide other information that supports the amount requested.

f. Contract/Consultant Services:

- (1) **Description:** Costs of all contracts for services and goods except for those that belong under other categories such as equipment, supplies, etc. Include third-party evaluation contracts, if applicable, and

contracts with secondary recipient organizations, including delegate agencies and specific project(s) and/or businesses to be financed by the applicant.

- (2) Justification: Demonstrate that all procurement transactions will be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- (3) Note: Whenever the applicant intends to delegate part of the project to another agency, the applicant must provide a detailed budget and narrative for each delegate agency, by agency title, along with the required supporting information.

g. Other:

- (1) Enter the total of all other costs. Such costs, where applicable and appropriate, may include but are not limited to: insurance; medical costs; professional services costs; space and equipment rentals; printing and publication; computer use; training costs, such as tuition and stipends; staff development costs; and administrative costs.
- (2) Justification: Provide computations, a narrative description and a justification for each cost under this category.

h. Indirect Charges:

Description: OHA shall not allow indirect cost rates.

- 3. **In-Kind Matching Staff Requirement** – Applicants are required to provide a minimal 2.0 FTE or more staff matching that is equivalent to a cash match of at least \$100,000 or twelve (12%) per year of the anticipated total available funding of \$830,000/year. Match requirements must be met for each project year. Match funding for the first year must be confirmed prior to contracting. The second year of funding will be subject to confirmation of second year match funding.

In-kind match is the value of non-cash contributions made by an eligible entity and third parties. Other additional in-kind contributions may be in the form of equipment, supplies (and other expendable property), facilities, and services. In-kind contributions must be valued at fair market price and to be shown to directly benefit and be specifically identifiable in the project.

The applicant shall submit commitment of dedicated matching whether it is staff time, other in-kind, and/or cash match. If awarded, matching staff time, other in-kind, and/or cash match will be dedicated and made part of the program and included in the contract agreement.

B. Other Financial Related Materials

- 1. **Accounting System** – The applicant shall demonstrate through narrative and appropriate documentation the adequacy of applicant's accounting system and procedures to assure proper and sound fiscal administration such as submitting its

most recent independent audit and/or management letter, Also, the applicant shall describe its ability to provide complete, accurate and timely fiscal reports that are in compliance with generally accepted accounting principles.

2. **Need for Funding** – If the services proposed by applicant are to be part of a larger project supported by other funding sources, the applicant shall identify the other funding amounts and sources, provide the planned or anticipated total project budget and explain its need for these OHA funds.

3.6 Other

Litigation

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

END OF SECTION

Section 4

Proposal Evaluation

Section 4

Proposal Evaluation

4.1 Introduction

The evaluation of proposals received in response to this solicitation 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 evaluation committee of designated reviewers, which are selected and approved by OHA's CEO or his/her designee, shall review and evaluate proposals. When an evaluation committee is utilized, the committee will be comprised of individuals with experience in, knowledge of, and program responsibility for program service and financing.

The evaluation will be conducted in three (3) phases as follows:

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

valuation Categories and Thresholds

Evaluation Categories

Possible Points

Administrative Requirements

Proposal Application

Program Overview	0 points
Experience and Capability	36 points
Project Staffing and Organization	24 points
Service Delivery	90 points
Financial	20 Points

170 Points

TOTAL POSSIBLE POINTS

170 Points

4.3 Evaluation Criteria

A. Phase 1 - Evaluation of Proposal Requirements

1. Administrative Requirements – Application Checklist

2. Proposal Application Requirements

- a. Proposal Cover Sheet
- b. Table of Contents
- c. Program Overview with Performance Outputs & Outcomes Measurement Table
- d. Experience and Capability
- e. Project Staffing and Organization
- f. Service Delivery
- g. Financial (All required forms and documents)
- h. Program Specific Requirements (as applicable)

3. Phase 2 – Evaluation of Proposal Application (170 Points Total)

Item Points	Section 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. The Performance Outputs and Outcomes Measurement Table - Attachment D must be also be attached. | 0 Points |
| 2. Experience and Capability – OHA will evaluate the experience and capability to provide the services as follows: | 36 Points |
| <ul style="list-style-type: none"> Program Experience
 Demonstrates prior experience substantiating minimum one (1) year experience in provision of services to the Hawaiian community. List relevant projects. The following information shall be included: Contracting Agency, Contact Person, Contact Information, Contract/Program Title, Contract Period, Funding Amount, Performance Outcomes (budgeted & actual), Copy of Reports or Information Relating to Contract/Program Performance. | 15 Points |
| <ul style="list-style-type: none"> Quality Assurance and Evaluation
 Demonstrates effective quality assurance and evaluation plans for the proposed services and include methodology. Applicant has (1) a written quality assurance plan sufficient to assure consistent and high quality of administration and services; and (2) a written evaluation plan to effectively measure, monitor and evaluate program performance (short and long-term); and a plan to timely respond to program problems as they arise. | 8 points |

- **Coordination of Services**
Demonstrates capability to coordinate services with other agencies and resources in the community. Demonstrates minimum partnerships for services proposed, including lending institutions, credit counseling agencies, and other agencies, community groups, etc. with formalized relationships or letters of commitment to assist in achieving program goals and objectives. 8 points
- **Facilities**
Describes how the facilities are adequate relative to the proposed services (internet, sufficient space, private rooms, accessibility, etc.). Also, describes how the facilities are in compliance with the American with Disabilities Act and other applicable rules and regulations. If facilities are not required at a specific location, please provide justification. 5 points
- 3. Project Staffing - OHA will evaluate the staffing based on the criteria as follows:** **14 Points**
 - **Staffing**
Proposed staffing pattern and student/staff ratio is reasonable to insure viability of the services. Assignment of staff is sufficient to effectively administer, manage, supervise and provide the required services. Identify key staff having the necessary skills, abilities, and knowledge relating to the delivery of the proposed services. Include a list that identifies whether a specific staff member is employed by your agency or a position will be created to deliver each of the specified services described in Section 2.4.4 Services Activities 7 points

Minimum staff qualifications to include experience for staff assigned to the program are clearly described. Explanation on how the minimum qualifications or actual qualifications assure delivery of high quality services. Include resumes, employment history, responsibilities, program experience and significant accomplishments for key staff members as an Attachment. 7 points
- 4. Project Organization OHA will evaluate the project organization follows:** **10 points**
 - Demonstrates the ability to supervise, train and provide administrative direction to staff relative to the delivery of the proposed services. 5 points
 - Requested organization charts shall be included. The described organization adequately explains how the proposed services will be effectively administered, managed and 5 points

delivered.

5. Service Delivery – OHA will evaluate the service delivery as follows

90 Points

- Using data and evidence-based knowledge, the applicant demonstrates that (1) the geographic area the applicant proposes to serve contains significant numbers of the target population; (2) the target population in the designated area has a need for the proposed services; and (3) the services already provided in the designated area is insufficient to meet the need/demand of the target population. State the number of Hawaiian beneficiaries to be served by this program and explain how this program will benefit them. 10 points
- Demonstrates that the program design is comprehensive and complete. Sufficient details on the proposed program, including, but not limited to, descriptions of the service locations, program tasks, activities, time lines and other pertinent information are provided. The ability to develop and disseminate culturally sensitive literature and other materials and effectively outreach within the Native Hawaiian community is clearly described. Explain how program activities will achieve OHA's Strategic Result(s). 10 points
- Demonstrates how the proposed approach and methodology is effective and efficient in addressing the needs of the Hawaiian community by showing (1) a step-by-step progression of services provided to the students; and (2) how the services will effectively assist Hawaiian beneficiaries with multiple barriers to obtain a successful outcome. Provides a detailed start-up plan for any services not currently being provided, as well as implementation timelines for partnerships not currently developed. Explain how the project will impact the Hawaiian community by program's end. 10 points
- Feasible, realistic and effective program outputs and outcomes are proposed. Sufficient detail on how the outputs and outcomes will be tracked and documented in the clients' files and program records are provided. The ability to provide complete, accurate and timely reports on program performance including, but not limited to Program Progress Reports is clearly described. 10 points
- Applicant's capability to competently provide multi-services referrals. The applicant demonstrates its familiarity and networking ability to coordinate with wide array of community agencies/resources that provide holistic health and human services to Native Hawaiian beneficiaries. The applicant is well respected and trusted by Native Hawaiians 10 points

and demonstrates its ability to attract beneficiaries seeking assistance with multi-service referrals.

- Applicant's capability to oversee and lend emergency financial assistance in a manner that reflects sensitivity and understanding of Hawaiian identity, family dynamics and culture. The applicant demonstrates its ability to responsibly administer emergency funds that assists in stabilizing the financial situation of Native Hawaiian beneficiaries following a crisis. The intent of the one-time emergency funds is to alleviate poverty and the beneficiary from falling into a reoccurring cycle of debt. 10 points
- Applicant's capability to administer Individual Development Account with matching funds and provide financial literacy education. The applicant demonstrates its ability to serve as an intermediary between individual account holders and financial institutions. From technical assistance given, beneficiaries understand the concept and importance of savings and spending wisely, and are now equipped and empowered to make good financial decisions. 10 points
- Applicant's capability to provide the aforementioned comprehensive services. The applicant demonstrated its ability to plan, develop, implement, administer, manage, monitor and evaluate multi services efficiently and effectively as required in a culturally sensitive manner that will allow Native Hawaiians to progress towards self-sufficiency. 10 points
- Applicant's capability to leverage other public or private funding. The applicant indicated the amount of leveraged monetary support provided by the agency or any of its partners. Each dollar of leverage proposed per dollar saved will earn two (2) points, up to a maximum of 10 points, or a 5:1 match. Amounts greater than the 5:1 ratio will be given the full points. 10 points

6. Financial

20 Points

- Demonstrates that the proposed costs are reasonable and necessary by providing adequate information and justification for all cost items. Matching in-kind staff support requirement met. 10 points
- Demonstrates, through narrative and appropriate documentation the adequacy of applicant's accounting system and procedures to assure proper and sound fiscal administration of funding. i.e. such as submitting its most recent independent audit and/or management letter. Describes how complete, accurate and timely fiscal reports will be 10 points

submitted.

C. Phase 3 – Recommendation for Award

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

OHA reserves the right not to select and award the lowest price proposal application. OHA also reserves the right to decide at its discretion not to select and award any of the submitted applications.

END OF SECTION

Section 5

Attachments

- A. Proposal Application Checklist
- B. Sample Table of Contents
- C. Performance Outputs and Outcomes Measurement Table
- D. Sample OHA Health and Human Services Contract
- E. OHA General Conditions for Health and Human Services

Proposal Application Checklist

Applicant: _____

RFP No.: _____

The applicant's proposal must contain the following components in the order shown below. Return this checklist to the OHA 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	
Hawaii Compliance Express Verification Certificate	Section 1, RFP	Hawaii Compliance Express 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*	X	
SPO-H-206G	Section 3, RFP	SPO Website*		
SPO-H-206H	Section 3, RFP	SPO Website*	X	
SPO-H-206I	Section 3, RFP	SPO Website*		
SPO-H-206J	Section 3, RFP	SPO Website*		
Certifications:				
Federal Certifications		Section 5, RFP		
Debarment & Suspension		Section 5, RFP		
Drug Free Workplace		Section 5, RFP		
Lobbying		Section 5, RFP		
Program Fraud Civil Remedies Act		Section 5, RFP		
Environmental Tobacco Smoke		Section 5, RFP		
Program Specific Requirements:				

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

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	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	
6.0	Litigation	20
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, 2012	
	C. Organization Chart	
	Program	
	Organization-wide	
	D. Performance and Output Measurement Tables	
	Table A	
	Table B	
	Table C	
	E. Program Specific Requirements	

PERFORMANCE OUTPUTS AND OUTCOMES MEASUREMENT TABLE

Organization:

Performance Measures	2016	2017
1) Outputs		
Total # of Native Hawaiians assessed for services		
Total # of Native Hawaiians requesting information and referral services		
Total # of Native Hawaiians enrolling in financial literacy training		
Total # of Native Hawaiians requesting savings match		
Total # of Native Hawaiians requesting emergency financial assistance		
2. Outcomes		
Total # of Native Hawaiians who completed an Individual Service Plan (ISP)		
Total # of Native Hawaiians provided information and referral services who are referred to the appropriate provider		
Total # of Native Hawaiians who are linked to services and opportunities which resolve their issue for a short-term (up to three months)		
Total # of Native Hawaiians who are linked to services and opportunities which resolve their issue for longer than three months		
Total # of Native Hawaiians who receive and complete Financial Literacy Education		
Total # of Native Hawaiians who reported increased awareness of financial issues		
Total # of Native Hawaiians who created Individual Development Accounts (by saving goals)		
Total # of Native Hawaiians achieving their goal within contract period		
Total # of financial counseling sessions provided		
Total dollars of saving match provided		
Total # of Native Hawaiians provided emergency financial assistance services		
Total dollars of emergency financial assistance provided		

*All numbers should reflect **actual** expected outputs and outcomes to be achieved by the applicant. The applicant may also propose additional measures of effectiveness.

SAMPLE CONTRACT

OFFICE OF HAWAIIAN AFFAIRS

CONTRACT NUMBER _____

REQUEST FOR PROPOSALS

PURCHASE OF HEALTH AND HUMAN SERVICES

CONTRACT BETWEEN

OFFICE OF HAWAIIAN AFFAIRS

AND

(NAME OF PROVIDER)

This Contract, executed and entered into as of this _____ day of _____, 2013, is made by and between, the Office of Hawaiian Affairs, a body corporate under the Constitution of State of Hawai‘i, by its Ka Pouhana, Chief Executive Officer (“CEO”) pursuant to Revised Operation Authority Delegation Hierarchy dated December 12, 2012, acting by and on behalf of the Board of Trustees, whose principal place of business and mailing address is 560 North Nimitz Highway, Suite 200, Honolulu, Hawai‘i 96817, and xxxxxx (“PROVIDER”), a non- profit, by its Executive Director , whose principal place of business and mailing address is xxxxxxx, xxxxxxx, Hawai‘i 96xxx, Federal Tax ID No. xx-xxxxxxx

W I T N E S S E T H:

WHEREAS, OHA was established to better the conditions of native Hawaiians and Hawaiians as defined in Hawai‘i Revised Statutes (“HRS”) sections 10-2, 10-4(4), 10-4(6) and 10-4(8), and other applicable law(s), as amended; and

WHEREAS, OHA is in need of economic self-sufficiency for Native Hawaiians through increase access to resources and financial stabilization services.

WHEREAS, OHA has determined this purchase of health and human services is as defined in section 103F-402, HRS as amended, and Chapter 3-143 Hawai‘i Administrative Rules (HAR).

WHEREAS, the PROVIDER represents that it has the required qualifications, capacity, and resources to perform the terms and conditions agreed to under this CONTRACT.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Scope of Services. The PROVIDER shall, in a proper and satisfactory manner as determined by OHA, provide all the health and human Services set forth in

Attachment S 1, which is hereby made a part of this Contract.

2. Time of Performance. The performance required of the PROVIDER under this Contract shall be completed in accordance with the Time Schedule set forth in Attachment S 2, which is hereby made a part of this Contract.

3. Compensation. The PROVIDER shall be compensated according to the Compensation provision set forth in Attachment S 3, which is hereby made a part of this Contract.

4. Standards of Conduct Declaration. The Standards of Conduct Declaration of the PROVIDER is attached and is made a part of this Contract.

5. PROVIDER's Acknowledgment Statement. The PROVIDER's Acknowledgment Statement is attached and is made a part of this Contract.

6. Other Terms and Conditions. The General Conditions and any Special Conditions are attached hereto and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control.

7. Notices. Any written notice required to be given by any party to this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice required to be given to the CEO shall be sent to the CEO's business and mailing address as set forth in the first paragraph of this Contract. Notice to the PROVIDER shall be sent to the PROVIDER's business and mailing address as set forth in the first paragraph of this Contract. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The PROVIDER is responsible

for notifying OHA in writing of any change of address.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on
the dates below, to be effective as of the date first above written.

OFFICE OF HAWAIIAN AFFAIRS

Date: _____, 2015

By _____
KAMANA‘OPONO M. CRABBE, Ph.D
Its Ka Pouhana, Chief Executive Officer

“OHA”

(AGENCY NAME)

Date: _____, 2015

By _____
(SIGNING AUTHORITY)
Its (Position)

“PROVIDER”

APPROVED AS TO FORM:

ERNEST M. KIMOTO
Ka Paepae Pōhaku/Corporate Counsel

Date: _____, 2015

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF HAWAI'I)
) SS.
CITY AND COUNTY OF HONOLULU)
)
)
)

On this _____ day of _____, 20____, before me personally appeared (AUTHORIZED SIGNER), to me personally known, who, being by me duly sworn, did say that such person is a (POSITION), (COMPANY NAME), the CONTRACTOR, named in the foregoing instrument, and that he/she/they is/are authorized to sign said instrument on behalf of the CONTRACTOR, and acknowledges that he/she/they executed said instrument as the free act and deed of the CONTRACTOR.

(Notary signature)

(print name) Notary Public, State of Hawai'i

(Official Stamp or Seal)

My commission expires: _____

NOTARY CERTIFICATION STATEMENT

Document Identification or Description:

☐ Doc. Date: _____ OR ☐ Undated at time of notarization

No. of Pages: _____ Jurisdiction: _____ Circuit
(in which notary act is performed)

Signature of Notary

Date of notarization

Printed Name of Notary

(Official Stamp or Seal)

STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

“Controlling interest” means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty percent (50%).

“Employee” means any nominated, appointed, or elected officer or employee of the State or OHA, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges.

On behalf of _____, CONTRACTOR, the undersigned does declare, under penalty of perjury, as follows:

1. CONTRACTOR (is) (is not) a legislator or an employee or a business in which a legislator or an employee has a controlling interest.*
2. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Agreement and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of the Agreement, if the legislator or employee had been involved in the development or award of the Agreement.
3. CONTRACTOR has not been assisted or represented for a fee or other compensation in the award of this Agreement by a State or OHA employee or, in the case of the Legislature, by a legislator.
4. CONTRACTOR has not been represented or assisted personally on matters related to the Agreement by a person who has been an employee of the State or OHA within the preceding two (2) years and who participated while in state office or employment on the matter with which the Agreement is directly concerned.
5. CONTRACTOR has not been represented or assisted on matters related to this Agreement, for a fee or other consideration by an individual who, within the past twelve (12) months, has been a State or OHA employee, or in the case of the Legislature, a legislator.
6. CONTRACTOR has not been represented or assisted in the award of this Agreement for a fee or other consideration by an individual who, 1) within the past twelve (12) months, served as a State or OHA employee or in the case of the Legislature, a legislator, and b) participated while an employee or legislator on matters related to this Agreement.

CONTRACTOR understands that the Agreement to which this document is attached is voidable on behalf of the State or OHA if this Agreement was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the State or OHA.

CONTRACTOR

By: _____

Title: _____

Date: _____

OHA and (PROVIDER NAME)

SCOPE OF SERVICES

Project:
RFP:

The PROVIDER shall provide and perform the services set forth below in a satisfactory and proper manner as determined by the OHA, and in accordance with the terms and conditions of this CONTRACT.

[SCOPE FROM RFP, SEC. 3 TO BE INCLUDED DURING CONTRACTING PHASE]

Misti Pali
Community Relations Specialist
(808)594-0243 email: mistip@oha.org

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TIME OF PERFORMANCE

Project:

RFP:

The PROVIDER shall render the services required under this Contract from _____ through and including _____ unless this Contract is sooner terminated as provided hereafter in this Contract, commencing upon execution of this Contract.

The manner in which the services are to be performed and the specific hours to be worked by the PROVIDER shall be determined by the PROVIDER, limited, however, to the maximum amount payable as specified in this Contract.

Option to Extend: The Time of Performance of this Contract may be extended at negotiated fees, based on the availability of funds, upon mutual agreement in writing prior to the end of the current Contract. It is understood that a Supplemental Contract (Amendment) will be executed by both the PROVIDER and OHA to exercise any and all extensions.

Initial term of Contract _____ months

Length of each extension: Up to _____ months, may be less than twelve months when it is in the best interest of the OHA

Maximum length of Agreement: _____ months

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COMPENSATION

Project:

RFP:

OHA agrees to compensate PROVIDER, subject to the availability of funds, a maximum amount not to exceed [ZERO THOUSAND AND/100 DOLLARS (\$XXX,000.00)] inclusive of all actual reasonable ordinary necessary costs and expenses for services satisfactorily rendered under this Agreement.

OHA agrees to pay PROVIDER in the following manner:

1. [ZERO AND NO/100 DOLLARS (\$XXX,000.00)] upon invoice submitted by PROVIDER;
2. [ZERO AND NO/100 DOLLARS (\$XXX,000.00)] upon invoice submitted by PROVIDER;
3. Upon satisfactory completion of all work, a final payment of [ZERO AND NO/100 DOLLARS (\$XXX,000.00)] representing FIVE PERCENT (5%) of total contract cost upon invoice submitted by PROVIDER;
4. OHA's Coordinator, who is identified in Section Four of this Agreement, that the services rendered have been satisfactorily performed in conformance with this Agreement.

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SPECIAL CONDITIONS

Project:

RFP:

OHA and The PROVIDER mutually agree to:

1. Terms under this Contract: The terms “Contract” and “Agreement” are one in the same. The terms “PROVIDER” and “CONTRACTOR” are one in the same.
2. Contract Subject to the Availability of 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 OHA in the event that state funds are not appropriated or available.
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:
 - A. 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.
 - B. Drug Free Workplace: The PROVIDER shall implement and maintain a drug free workplace as required by the Drug Free Workplace Act of 1988.
4. 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.).
5. 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.
6. Change of Name: When the PROVIDER asks to change the name in which it holds this Contract, the OHA, shall, upon receipt of a document acceptable or satisfactory to the OHA 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 7 of these Special Conditions.
7. Modification of Contract In Writing: Any modification, alteration, amendment, change, or

Attachment D

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 OHA.

- A. No Oral Modification. No oral modification, alteration, amendment, change, or extension of any term, provision or condition of this Contract shall be permitted.
 - B. Tax Clearance. The OHA may, at its discretion, require the PROVIDER to submit to the OHA, prior to the OHA'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's showing that all delinquent taxes, if any, levied or accrued under state and federal law against the PROVIDER have been paid.
8. All other Conditions shall remain in full force and effect.

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Office of Hawaiian Affairs
GENERAL CONDITIONS
(HEALTH AND HUMAN SERVICES)
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1. COORDINATION AND REPORTS

The work performed under this Agreement shall be coordinated with OHA's "head of purchasing agency" or Designee as listed in the Scope of Services (Attachment S 1) hereinafter referred to as "Coordinator", who will act as the contract monitor and principal liaison between the CONTRACTOR and OHA and who will assist in resolving policy questions, expediting decisions, and the review of the work performed.

It shall be the responsibility of the CONTRACTOR to maintain close and frequent communication with the Coordinator at all stages of the work required under this Agreement. The CONTRACTOR shall inform the Coordinator of all scheduled contacts made by the CONTRACTOR with public agencies or individuals on matters relating to work performed under this Agreement.

The CONTRACTOR shall submit to the Coordinator upon request written progress reports on the performance of services, expenditure reports, and/or any other information required by Coordinator. The CONTRACTOR shall submit these reports in the appropriate formats and within the deadlines specified by the Coordinator.

The CONTRACTOR may be requested to discuss any work or reports with OHA's Board of Trustees or Chief Executive Officer.

2. RECORDS MAINTENANCE, RETENTION, AND ACCESS

The CONTRACTOR shall, in accordance with generally acceptable accounting practices, maintain fiscal records and supporting documents and related files, papers and reports that adequately reflect all direct and indirect expenditures and management and fiscal practices related to the CONTRACTOR's performance of services under this Agreement. OHA, the comptroller of the State of Hawai'i, and any of its authorized representatives, the committees (and their staff) of the Legislature of the State of Hawai'i, and the Legislative Auditor of the State of Hawai'i shall have the right of access to any book, document, paper, file or other record of the CONTRACTOR (and of any of its subcontractors) that is related to the performance of services under this Agreement in order to conduct an audit or other examination or to make excerpts and transcripts for the purposes of monitoring and evaluating the CONTRACTOR's performance of services and the CONTRACTOR's program, management and fiscal practices to assure the proper and effective expenditure of funds under this Agreement.

The right of access shall not be limited to the required retention period but shall last as long as the records are retained. The CONTRACTOR shall retain all records related to the CONTRACTOR's performance of services under this Agreement at least THREE (3) years after the date of submission of the CONTRACTOR's final expenditure report, except that if any

litigation, claim, negotiation, investigation, audit or other action involving the records has been started before the expiration of the THREE (3) year period, the CONTRACTOR shall retain the records until completion of the action and resolution of all issues that arise from it, or until the end of the regular three-year retention period, whichever occurs later.

3. ADDITIONAL COMPENSATION AND PAYMENT TERMS

All costs and expenses shall be actual reasonable ordinary necessary costs and/or expenses incurred in conjunction with the services provided under SCOPE OF SERVICES herein and shall be approved by the Coordinator. The Coordinator's approval shall also be required prior to the CONTRACTOR incurring any exceptional costs and/or expenses.

Should inter-island or out-of-state travel be required, the CONTRACTOR shall obtain advance written approval from the Coordinator for such travel. Travel shall be by the most economical means consistent with time available and the urgency of the trip. Travel accommodations (airfare, subsistence and lodging) shall be reasonable considering all relevant circumstances. The CONTRACTOR shall be entitled to reimbursement for air fare and stipend for meals and lodging at a rate not to exceed the current per diem rates afforded State employees for similar type travel and shall be uniform and equitable for all travelers in all cases. Subject to the approval of the Coordinator, other necessary reasonable expenses which meet certain stipulated conditions which OHA shall make known to the CONTRACTOR and are supported by receipts issued in the normal course of business may be allowed in addition to airfare and stipend. The CONTRACTOR shall submit a written reimbursement request, certified by the CONTRACTOR to be the actual travel costs and expenses incurred in conjunction with the Scope of Services herein, to the Coordinator for Coordinator's review and approval. Each reimbursement request shall be accompanied by original receipts/invoices evidencing the actual expenditures incurred for which reimbursement is being claimed. Photocopies or faxed copies of receipts or invoices may be acceptable in exceptional circumstances when properly justified in writing. Credit card receipts are unacceptable for purposes of reimbursement herein.

Fees shall be payable as described in this section with incremental payments and final payment to be made upon presentment of original invoices specifying to the satisfaction of OHA's Coordinator, who is identified in Scope of Services (Attachment S 1) of this Agreement, the amount due and owing and certifying that the services requested under the Agreement have been satisfactorily performed in conformance with this Agreement. Each invoice shall include a detailed breakdown of the CONTRACTOR's time charges attributable to the particular billing period and shall be accompanied by a written activity report as required by OHA identifying the type of work activities, tasks, and/or work product completed. Original receipts evidencing actual costs and expenditures shall accompany each monthly invoice⁸ presented for payment whenever possible. Expenditure details and related original receipts for any travel shall be for

actual travel expenses incurred and shall also accompany monthly invoices presented for payment.

All payments shall be made in accordance with and subject to Chapter 40, HRS, which specifies the accounting procedures and controls applicable to payments out of the Treasury of the State of Hawai'i. Final payment in final settlement of this Agreement shall be subject to §103-53 and 103D-328, Hawai'i Revised Statutes (HRS), as amended, respectively which requires a tax clearance from the Director of Taxation, State of Hawai'i, stating that all delinquent taxes, if any levied or accrued under state statutes against the CONTRACTOR has been paid.

Upon termination of this Agreement, payments under this section shall cease, provided however, that the CONTRACTOR shall be entitled to payments for work performed prior to the date of termination, provided hereinafter, and for which the CONTRACTOR has not yet been paid.

4. OTHER CONDITIONS OF USE OF FUNDS

The CONTRACTOR shall not use any funds involved in this Agreement for purposes of entertainment or perquisites and shall comply with any and all conditions applicable to the funds to be paid under this Agreement, including those conditions made applicable by provisions of appropriation acts of the Legislature or by administrative rules adopted pursuant to law.

5. RESPONSIBILITY FOR ACCURACY, COMPLETENESS, AND ADEQUACY

The CONTRACTOR shall be responsible and accountable for accuracy, completeness, clarity, and adequacy of the work performed including work performed by agents and employees and any subcontractors the CONTRACTOR may retain with OHA's approval. The CONTRACTOR agrees to perform the work in a professional manner with a professional attitude that shall involve a personal desire to place the OHA's interest above other considerations and to accept the professional responsibility for the services to be rendered.

6. INDEPENDENT CONTRACTOR STATUS AND RESPONSIBILITIES, INCLUDING TAX RESPONSIBILITIES.

In the performance of the services required under this Agreement, the CONTRACTOR shall be an "independent contractor" with the authority to control and direct the performance and details of the work and services required under this Agreement; however, OHA shall have a general right to inspect the work in progress to determine whether, in OHA's opinion, the services are being performed by the CONTRACTOR in accordance with the provisions of this Agreement. The CONTRACTOR shall insure that all person(s) hired or used by the CONTRACTOR as agents and employees are experienced and fully qualified to engage in the

activity and services in which they participate. The CONTRACTOR's agents and employees shall also be bound by the provisions of this Agreement. At the request of OHA, the CONTRACTOR shall provide adequate evidence that such persons are the CONTRACTOR's agents or employees.

Any work under this Agreement shall not be construed as employment with OHA and shall not entitle the CONTRACTOR or the CONTRACTOR's agents and employees to vacation, sick leave, retirement, or other benefits afforded OHA employees.

The CONTRACTOR shall insure that all applicable licensing and operating requirements of the State, Federal, City and County governments and all applicable accreditation and other standards of quality generally accepted in the field of the CONTRACTOR's business activities are complied with and satisfactorily met.

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

The CONTRACTOR shall also be responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR'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.

The CONTRACTOR 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 CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service, U. S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid and submit the same to OHA prior to commencing any performance under this Agreement. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 103D-328, HRS, and paragraph 3 of these General Conditions.

The CONTRACTOR shall also obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawai'i and a certificate of good standing issued by the Department of Commerce and Consumer Affairs, State of Hawai'i, in accordance with section 103D-310, HRS, and section 3-122-112, Hawai'i Administrative Rules (HAR),

respectively, that is current within six months (two months for final payment) of the date of issuance.

In lieu of the above certificates from the Department of Taxation, the Department of Labor and Industrial Relations, and the Department of Commerce and Consumer Affairs, the CONTRACTOR may submit proof of compliance through the State Procurement Office's designated certification process, Hawaii Compliance Express.

7. SUBCONTRACTS AND ASSIGNMENTS

The CONTRACTOR shall not subcontract, assign, or transfer any right, title, interest, duties or obligations or any services to be performed under this Agreement, in whole or in part, without prior written consent and approval of OHA. OHA may condition any consent and approval upon such terms and provisions that OHA may deem necessary. Furthermore, no assignment of claims for money due or to become due to the CONTRACTOR under this Agreement shall be effective unless such assignment is first approved by OHA.

8. INDEMNIFICATION AND INJURIES

The CONTRACTOR shall defend, indemnify and hold harmless OHA, its Trustees, officers, employees and agents, from and against any and all liability, loss, damage, cost, expense, including all attorneys' fees, claims, suits, demands and judgments arising, either directly or indirectly, out of or resulting from the errors, omissions or acts of CONTRACTOR or CONTRACTOR's officers, employees, agents or subcontractors occurring during or in connection with the performance of CONTRACTOR's services under this Agreement. Furthermore, nothing herein contained shall excuse the CONTRACTOR from compliance with any State, Federal or County law, rule, regulation, or ordinance. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Agreement.

The CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability for any of its agents and employees, and to third parties for all loss, cost, damage, or injury caused, either directly or indirectly, by CONTRACTOR or CONTRACTOR's agents and employees in the course of their employment.

The CONTRACTOR waives any rights to recovery from OHA for any injuries that the CONTRACTOR or CONTRACTOR's employees or agents may sustain while performing services under this Agreement and that are a result of the negligence of CONTRACTOR or CONTRACTOR's employees or agents.

Should OHA, without any fault on its part, be made a party to any litigation commenced by or against the CONTRACTOR, the CONTRACTOR shall, in connection with this Agreement, pay all costs and expenses incurred by or imposed on OHA, including attorneys' fees.

9. INSURANCE

A. **INSURANCE REQUIREMENT:** At all times during the term of this Agreement, CONTRACTOR shall obtain and maintain in full force and effect, any and all insurance to cover CONTRACTOR's operations under this Agreement that may be required under all applicable federal, state, and city laws and ordinances including, but not limited to, worker's compensation coverage, commercial general liability insurance, and automobile liability insurance coverage.

Prior to commencing work pursuant to this Agreement, the CONTRACTOR shall provide evidence that the CONTRACTOR has in full force and effect the following policies:

1. **Commercial Liability Insurance:** The CONTRACTOR shall maintain commercial general liability (CGL) and if necessary commercial umbrella insurance with a limit of not less than \$1,000,000.00 per occurrence and \$ 2,000,000.00 general aggregate. OHA shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 (or equivalent), and under the commercial umbrella, if any. Policy shall be an "Occurrence" form of policy, unless otherwise specifically approved by OHA.
2. **Automobile Liability Insurance:** Automobile Liability Policy shall have a combined single limit of \$1,000,000.00 for each accident or equivalent and shall cover owned, hired, and non-owned vehicles.
3. **Workmen's Compensation Coverage:** Policy shall include coverage required by State of Hawai'i and include Part B coverage as follows: Employers Liability with limits of \$100,000.00 for each accident, \$500,000.00 disease policy limit, and \$100,000.00 disease policy limit per employee.
4. **Professional Liability Insurance:** CONTRACTOR shall maintain professional liability insurance (PU) with a limit of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate which shall provide coverage for losses as a result of the CONTRACTOR's negligent acts, errors or omissions.
5. **Other insurance as required by OHA.**

B. **OTHER TERMS.** All policies of insurance described above shall:

1. Name the State of Hawai'i, OHA and its Trustees, OHA's employees, representatives and agents as Additional Insureds, by endorsement.
2. Provide that the insurance is Primary with respect to all insureds for claims arising out of the CONTRACTOR's negligent acts and/or omissions or misconduct, and that any insurance (or self-insurance) carried by OHA or the State of Hawai'i shall be excess and non-contributing.

3. Be provided by insurers authorized to do business in the State of Hawai'i, and with a current Best's rating of not less than A-VII, or otherwise as approved by OHA.

C. EVIDENCE OF INSURANCE: The CONTRACTOR shall provide to OHA and maintain current certificates of insurance, prepared by a duly authorized agent, and copies of the policies, evidencing the insurance in effect at all times during the term of this Agreement. OHA shall be listed as the Certificate Holder on all such certificates.

D. NOTICE OF CANCELLATION: The CONTRACTOR, through its insurance broker, will provide OHA with THIRTY (30) days written notice prior to cancellation, termination, lapse, non-renewal or material change to the insurance policy.

E. Should any of the insurance required above be cancelled before the CONTRACTOR's work under this Agreement is complete as determined by OHA, the CONTRACTOR shall immediately procure replacement insurance that complies in all respects to the requirements of this section.

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

10. CONFIDENTIALITY OF MATERIAL

Any information, data, report, record or material given to or prepared or assembled by CONTRACTOR under this Agreement shall be confidential and shall not be made available to any individual or organization by CONTRACTOR without prior written approval of OHA. This shall also include requests tendered to CONTRACTOR by individuals and organizations pursuant to Chapter 92F, Uniform Information Practices Act, Hawai'i Revised Statutes, as amended; provided however, that such documents that are otherwise by law made public, shall not be subject to this provision. In addition, no information data, report, record or material given to or prepared or assembled by CONTRACTOR shall be used by the CONTRACTOR for his or her personal gain and/or for any other purposes, except those purposes explicitly stated in this Agreement. A violation of this Section shall be a material violation of this Agreement.

If it appears that CONTRACTOR has disclosed (or has threatened to disclose) information and or has used such information for purposes in violation of this Agreement, OHA shall be entitled to an injunction to restrain CONTRACTOR from disclosing and/or using, in whole or in part, such information, or from providing any services to any party to whom such information has been disclosed or may be disclosed. OHA shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

The confidentiality provisions of this Agreement shall remain in full force and effect after termination of this Agreement.

11. CONFLICT OF INTEREST AND DISCLOSURE

The CONTRACTOR represents that the CONTRACTOR or any employee or agent of the CONTRACTOR presently has no interest and/or has no interest in another company, corporation, partnership, joint venture, organization, or entity of similar type and nature, direct or indirect, that would conflict in any manner or degree with the performance of the services under this Agreement. The CONTRACTOR promises that he/she shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services under this Agreement.

The CONTRACTOR is required to disclose any outside activities or interests, including ownership or participation in any activity that conflict or may conflict with the best interest of OHA. Prompt disclosure is required under this section if the activity or interest is related, directly or indirectly, to any activity that the CONTRACTOR may be involved with on behalf of OHA.

The conflict of interest/disclosure provisions of this Agreement shall remain in full force and effect for the entire duration of this Agreement and/or extensions under this Agreement.

12. RETURN OF RECORDS/PROPERTY OF OHA

Upon expiration or termination of this Agreement, as provided hereinafter, the CONTRACTOR shall deliver and/or surrender all finished or unfinished documents, reports, summaries, lists, charts, graphs, maps, records, notes, data, memorandum, photographs, photographic negatives, videos, or other materials prepared by the CONTRACTOR and any discoveries, inventions or developments produced in whole or in part under this Agreement (which shall become OHA's property) together with all information, data, reports, records, maps, and other materials provided to the CONTRACTOR by OHA, to OHA on or before the expiration date or date of sooner termination. OHA shall have complete ownership of all material, both finished and unfinished that is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Agreement, and all such material shall be considered "works made for hire." OHA, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Agreement. The CONTRACTOR shall not be required, however, to deliver or surrender any licenses to proprietary software used in CONTRACTOR's normal course of business.

13. DISPUTES

Disputes shall be resolved in accordance with section I03D-703, HRS, and chapter 3126, HAR, as the same may be amended from time to time. To the extent not inconsistent with the above, the CONTRACTOR and OHA also agree to the following.

NEGOTIATION. In the event of any dispute, claim, question, or disagreement arising out of or relating to this Agreement or the breach, termination, or validity thereof, OHA and the CONTRACTOR agree to use their best efforts to settle such dispute, claim, question, or disagreement. To this effect, upon notice of the dispute, claim, question or disagreement, OHA and the CONTRACTOR agree to consult and negotiate with each other in good faith to reach a just and mutually satisfactory solution.

MEDIATION. If OHA and the CONTRACTOR do not reach a negotiated solution within TWENTY -ONE (21) days of written notice of the dispute, claim, question or disagreement, OHA and the CONTRACTOR agree next to try in good faith to settle the dispute by mediation before resorting to arbitration. The mediation shall be administered by a mediator mutually agreed upon by OHA and the CONTRACTOR in accordance with the Dispute Prevention and Resolution, Inc., Mediation Rules and Guidelines.

ARBITRATION. Thereafter, any unresolved dispute, claim, question or disagreement arising out of or relating to this Agreement (including whether such dispute, claim, question or disagreement is arbitral), or breach, termination or validity thereof, shall be settled by binding arbitration before one arbitrator, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be administered and conducted in accordance with the Dispute Prevention and Resolution, Inc., Arbitration Rules and Guidelines in effect at the time a request for arbitration of the dispute is made. A decision and award of the arbitration made under the said rules shall be exclusive, final, and binding upon all parties, their agents, employees, successors, and assigns. The costs and expenses of the arbitration shall be borne equally by the parties. Pending final decision of a dispute hereunder, the CONTRACTOR shall proceed diligently with the performance of services under this Agreement. The selection of the arbitrator shall be mutually agreed to by OHA and the CONTRACTOR. OHA and the CONTRACTOR understand that by choosing arbitration for its dispute, OHA and CONTRACTOR are waiving its right to trial by jury.

The negotiation, mediation, or arbitration shall be conducted in Honolulu, Hawai'i.

14. TERMINATION OF AGREEMENT

If, for cause, the CONTRACTOR fails to satisfactorily fulfill in a timely and proper manner the CONTRACTOR's obligation under this Agreement or breaches any promises, terms or conditions of this Agreement and having been given reasonable notice of an opportunity to

cure any such default and not having taken satisfactory corrective action with the time specified by OHA, OHA shall have the right to terminate this Agreement by giving written notice to the CONTRACTOR of such termination at least SEVEN (7) calendar days before the effective date of such termination. The particular acts which shall constitute cause and justify termination include but are not limited to poor performance, disloyalty or self-dealing, disclosure of confidential information, or other acts of similar kind and nature. Furthermore, OHA may terminate this Agreement in whole or in part, for the convenience of OHA without statement of cause at any time by giving written notice to the CONTRACTOR of such termination and the effective date of the termination.

In the final settlement of this Agreement, OHA shall determine the amount of unexpended and unobligated funds to be refunded to OHA by the CONTRACTOR. If the termination is for cause, any other provision to the contrary notwithstanding, the

CONTRACTOR shall not be relieved of liability to OHA for damages sustained because of any breach of this Agreement by the CONTRACTOR.

15. WAIVER OF VIOLATIONS

It is expressly understood and agreed that no waiver granted by OHA on account of any violation of any promise, term, or condition of this Agreement shall constitute or be construed in any manner as a waiver of the promise, term, or condition or of the right to enforce the same as to any other or further violation.

16. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

17. WAIVER OF CONTRACTUAL RIGHT

The failure of either party to enforce, or the granting of a waiver of, any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

18. AMENDMENT

This Agreement may be modified, amended or extended, if the amendment is made in writing and is signed by both parties. This Agreement may be extended on condition of satisfactory performance by the CONTRACTOR as determined by the Coordinator and shall be

contingent upon the availability of funds for compensation payable for services performed and for cost and expenses incurred beyond the initial term of this Agreement.

19. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written relative to this Agreement. This Agreement supersedes any prior written or oral agreements, conditions, understandings, promises, warranties or representations whether express or implied between parties.

20. APPLICABLE LAW

This Agreement 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 Agreement shall be brought in a state court of competent jurisdiction in Honolulu, Hawai'i.