



BOARD OF ETHICS

RYAN DE LA PENA, CHAIR
ROSE RAMOS-BENZEL, VICE CHAIR
CHANTAL ZARBAUGH, SECRETARY

JOHN LATKIEWICZ, MEMBER
KEVIN MCGINNIS, MEMBER
AMBER MOKUAHI, MEMBER

Meetings of the Board of Ethics will be conducted as follows until further notice:

- Meetings will be publicly noticed pursuant to HRS Chapter 92.
- Minutes of meetings will be completed pursuant to HRS Chapter 92 and posted to the Commission's website upon completion and approval.

Public Comments and Testimony:

- **Written testimony** will be accepted for any agenda item herein.
 - Written testimony indicating your 1) name, and if applicable, your position/title and organization you are representing, 2) the agenda item that you are providing comment on, and 3) contact information (telephone number and email address), may be submitted to adavis@kauai.gov or mailed to the Board of Ethics, c/o Office of Boards and Commission, 4444 Rice Street, Suite 300, Lihue, Hawaii 96766.
 - Written testimony received by the Board of Ethics at least 24 hours prior to the meeting will be distributed to all Board of Ethics Members prior to the meeting.
 - Any testimony received after this time and up to the start of the meeting will be summarized by the Clerk of the Board during the meeting and added to the record thereafter.
 - Any late testimony received will be distributed to the members after the meeting is concluded.
- **Oral testimony** will be taken during the public testimony portion of the meeting.
 - It is recommended that anyone interested in providing oral testimony register at least 24 hours prior to the meeting by emailing adavis@kauai.gov or calling (808) 241-4917. Any request to register shall include your 1) name, and if applicable, your position/title and organization you are representing, and 2) the agenda item that you are providing comment on, and 3) contact information (telephone number and email address).
 - Per the Board of Ethics's and Chairs practice, there is three-minute time limit per testifier per agenda item.
 - Individuals who have not registered to provide testimony will be given an opportunity to speak on an agenda item following the registered speaker.

SPECIAL ASSISTANCE

IF YOU NEED AN AUXILIARY AID/SERVICE, OTHER ACCOMMODATION DUE TO A DISABILITY, OR AN INTERPRETER FOR NON-ENGLISH SPEAKING PERSONS, CONTACT THE OFFICE OF BOARDS AND COMMISSIONS AT (808) 241-4917 OR ADAVIS@KAUAI.GOV AS SOON AS POSSIBLE. REQUESTS MADE AS EARLY AS POSSIBLE WILL ALLOW ADEQUATE TIME TO FULFILL YOUR REQUEST.

UPON REQUEST, THIS NOTICE IS AVAILABLE IN ALTERNATIVE FORMATS SUCH AS LARGE PRINT, BRAILLE, OR ELECTRONIC COPY.



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BOE REGULAR SESSION NOTICE AND AGENDA

Friday, June 21, 2024
1:00 pm or shortly thereafter
Līhu'e Civic Center
Pi'ikoi Building, Suite 300
4444 Rice Street, Līhu'e, HI 96766

A. **CALL TO ORDER**

B. **ROLL CALL**

C. **APPROVAL OF AGENDA**

D. **MINUTES of the meeting of the Open Session**

1. May 17, 2024
[2024_0517_BOE Open Session Minutes DRAFT](#)

E. **PUBLIC TESTIMONY**

F. **REQUEST FOR AN ADVISORY OPINION**

1. [RAO 2024-1 Response for More Information](#) Request for an Advisory Opinion from Ludvina K. Takahashi, County Executive on Aging, received on May 8, 2024 relating to whether a conflict exists with the County Assistant Executive on Aging being married to the owner of Regenerative Services Kaua'i that has a contract with the County.

G. **BUSINESS**

1. [BOE 2024-01](#) Discussion and possible action on the recommendations presented by the Permitted Interaction Group (PIG) on BOE initiatives and/or strategic plan.

H. **DISCLOSURES**

Volunteers:

1. Lawrence Borgatti, Arborist Committee
2. Sarah Bryce, Arborist Committee
3. Trevor Ford, Fire Commission
4. Sara Miura, Committee on the Status of Women

Candidates:

5. Abraham Apilado, Candidate for County Council
6. Addison Bulosan, Candidate for County Council
7. Ana-Lucia Des Marais, Candidate for County Council
8. Arryl Kaneshiro, Candidate for County Council

9. Bernard Carvahlo, Candidate for County Council
10. Clint Yago, Candidate for County Council
11. Fern Holland, Candidate for County Council
12. Jacquelyn Nelson, Candidate for County Council
13. Kipukai Kualii, Candidate for County Council
14. Ross Kagawa, Candidate for County Council
15. William Keahiolalo, Candidate for County Council
16. Luke Evslin, Candidate for Hawai'i State House of Representatives, District 16

I. EXECUTIVE SESSION

1. ES-004 Pursuant to Hawai'i Revised Statutes §92-4, §92-5(a)(4), §92-9(a)(1-4) and (b), the purpose of this Executive Session is for the Board to approve or amend the Executive Session Minutes of May 17, 2024, and to consult with its attorney on issues pertaining to the Board's powers, duties, privileges, immunities, and /or liabilities as they may relate to this item.
2. ES-005 RAO 2024-01 Pursuant to Hawai'i Revised Statutes §92-4, §92-5 (a) (4), the purpose of this executive session is for the Board to consult with its Attorney concerning the Boards's powers, duties, immunities, privileges, and liabilities as they may relate to the Request for an Advisory Opinion from Ludvina K. Takahashi, County Executive on Aging, received on May 8, 2024 relating to whether a conflict exists with the County Assistant Executive on Aging being married to the owner of Regenerative Services Kaua'i that has a contract with the County.

J. RETURN TO OPEN SESSION Ratify Board actions taken in Executive Session.

K. ANNOUNCEMENTS

Next meeting: Friday July 19. 2024

L. ADJOURNMENT

NOTICE OF EXECUTIVE SESSION

Pursuant to Hawaii Revised Statutes §92-7(a), the Board may, when deemed necessary, hold an executive session on any agenda item without written public notice if the executive session was not anticipated in advance. Any such executive session shall be held pursuant to HRS §92-4 and shall be limited to those items described in HRS §92-5(a). Discussions held in Executive Session are closed to the public.

Tyler Saito, Deputy County Attorney



Draft to be Approved

**BOARD OF ETHICS MEETING MINUTES
FRIDAY, MAY 17, 2024, 1:00 PM
Līhu`e Civic Center, Pi`ikoi Building, Suite 300
4444 Rice Street, Līhu`e, HI 9676**

A. CALL TO ORDER

Chair de la Peña called the meeting to order at 1:00pm.

B. ROLL CALL

Chair Ryan de la Peña
Secretary Chantal Zarbaugh
Member John Latkiewicz
Member Kevin McGinnis
Member Amber Mokuahi

Excused: Vice Chair Rose Ramos-Benzel

Staff Present: Tyler Saito, Deputy County Attorney, Ellen Ching, Boards & Commissions Administrator, Anela Davis, Administrative Specialist.

C. APPROVAL OF AGENDA

Member John Latkiewicz moved to approve the agenda, seconded by Member Amber Mokuahi.

The motion to approve the agenda was passed by a vote of 5:0

D. MINUTES of the meeting of the Open Session

1. April 19, 2024
[2024_0419_BOE Minutes Draft](#)

Member Kevin McGinnis moved to approve the Minutes of the April 19, 2024, seconded by Secretary Chantal Zarbaugh.

The motion to approve the Minutes of the April 19, 2024, was passed by a vote of 5:0

E. PUBLIC TESTIMONY

No public testimony.

F. REQUEST FOR AN ADVISORY OPINION

1. **RAO 2024-01** Request for an Advisory Opinion from Ludvina K. Takahashi, County Executive on Aging, received on May 8, 2024 relating to whether a conflict exists with the County Assistant Executive on Aging being married to the owner of Regenerative Services Kaua'i that has a contract with the County.

Ludvina "Kealoha" Takahashi and Donna Olivas provided information on types of services they provide and that there are not many providers of the services they need. They currently have two other providers that provide different services, and all are lacking employees. The company is new and developed to provide much-needed services to the elderly. She explained the process of procuring the contract, RFP process and program manager overseeing the contractor.

Member McGinnis stated that there is a conflict and clarified with Ms. Loo that since they are married ownership is irrelevant as it is part of the marital estate and that she was employed when the contract was granted. He pointed out that though she does not have direct supervision over the contract an employee under her does and it would be hard for that employee to provide negative feedback to her. He asked if Ms. Loo was employed when he got the contract, to which she replied yes and clarified that this is his only contract.

Ms. Loo shared that her husband was an employee of a service provider that was serving about 20 elderly with three employees for the County, but due to COVID and other circumstances the employer could not continue and decided to close the business and offered the business to her husband. He decided not to take over the business due to the debt but did not want to see people going without services and so started his current business.

Chair de la Peña clarified that this is his only contract. Ms. Loo said that he also has some private hours, but due to lack of employees he is not able to expand.

Ms. Takahashi clarified that there are two other providers that applied and are part of the contract.

Member McGinnis stated that this is not personal but believes there is a conflict and will consult with counsel but is there a solution.

Chair de la Peña entertained a motion to enter Executive Session.

Member Kevin McGinnis moved to move into executive session, seconded by Member Amber Mokuahi.

The motion to move into executive session was passed by a vote of 5:0

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advance. Any such executive session shall be held pursuant to HRS §92-4 and shall be limited to those items described in HRS §92-5(a). Discussions held in Executive Session are closed to the public.

Chair de la Peña called the open session meeting back to order at 2:05pm.

Ms. Ching summarized that the Board discussed questions they had with Deputy County Attorney Saito and asked for guidance on the County Code and the County Charter and how to move forward from this point.

Member Kevin McGinnis moved to ratify actions taken in the Executive Session, seconded by Member John Latkiewicz.

The motion to ratify actions taken in the Executive Session was passed by a vote of 5:0

G. BUSINESS

1. **BOE 2024-01** Presentation by the Permitted Interaction Group (PIG) to provide recommendations on BOE initiatives and/or strategic plan.

Chair de la Peña reminded the Board that at this meeting the Permitted Interaction Group will present its recommendations and at the next meeting the Members may ask questions.

Secretary Zarbaugh shared that in the memo presented (on file) numbers 1- 6 is what they would like to recommend.

No action taken.

H. DISCLOSURES

Employees:

1. Gennady Bronshteyn, Deputy Prosecuting Attorney

Volunteers:

2. Ryan de la Peña, Board of Ethics
3. La'akea Chun, Charter Review Commission

Candidates:

4. Felicia Cowden, Candidate for County Council
5. Bill DeCosta, Candidate for County Council
6. Michael Jauch, Candidate for District 17 State Representative

Chair de la Peña noted that #6 is for a State Representative and questioned that he did not know if the Board reviewed State candidates.

Deputy County Attorney Saito stated that the Code only requires County candidates.

Member Kevin McGinnis moved no action on disclosure #6, seconded by Member Amber Mokuahi.

The motion for no action on disclosure #6 was passed by a vote of 5:0

Member John Latkiewicz moved to receive disclosures #1, 3-5., seconded by Secretary Chantal Zarbaugh.

The motion to receive disclosures #1, 3-5. was passed by a vote of 5:0

Chair de la Peña recused himself from disclosure #2.

Secretary Zarbaugh took over as chair and entertained a motion to receive disclosure #2.

Member Amber Mokuahi moved to receive disclosure #2, seconded by Member Kevin McGinnis.

The motion to receive disclosure #2 was passed by a vote of 5:0

I. ANNOUNCEMENTS

Next meeting: Friday, June 21, 2024

J. ADJOURNMENT

Chair de la Peña adjourned the meeting at 2:13pm.

NOTICE OF EXECUTIVE SESSION

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Tyler Saito, Deputy County Attorney

Submitted by: _____
Anela Davis, Administrative Specialist

Reviewed and Approved by: _____
Ryan de la Peña, Chair

() Approved as circulated. () Approved with amendments. See minutes of _____

Response from Ludvina Kealoha Takahashi Received 6/3/2024

1. Please provide all documents related to the procurement and award of the current contract and upcoming contract.
 - A. General overview of the contract procedures (you may want to do a flow chart, who formulates the documents, who finalizes the documents and who approves the documents, who answers any questions from bidders, who opens the bids, who selects the committee to review the proposals etc.)

ACTIVITY	RESPONSIBLE PERSON
Prepare Requisition to ensure that there are available funds for the services	Grants Manager, approve by Executive and process by Accounting
Prepare the Form-CSP authorization Request and Form-Multi Term Authorization Request, if needed	Grants Manager, approve by Executive
Submit the above forms to Purchasing for approval thru Laserfiche	Grants Manager
Review and approve above forms.	Purchasing
Once above forms are approved by Purchasing, a copy is forwarded to the Requestor. Prepare Request for Proposal and submit it to Purchasing thru Laserfiche	Grants Manager
Review proposal and post on Public Purchase System	Purchasing
Bidders post questions thru Public Purchase system	Bidders
Answer queries thru Public Purchase system	Purchasing but if they need more info, they contact Grants Manager
After the deadline, open the bids and forward all valid proposals to the Requestor (Grants Manager)	Purchasing
Review all proposals based on the criteria	AEA Evaluation committee
Do a Recommendation of Award based on the evaluation. Make sure that the chosen vendors are HCE compliant and have current certificates of insurance	Grants Manager, approve by Executive, approve by Purchasing
Do a Notice of Award for the chosen vendors, cc Grants Manager	Purchasing
Breakdown previous total requisition among all the chosen vendors	Grants Manager, approve by Executive and process by Accounting
Prepare the contracts for the chosen vendors and forward contracts thru Laserfiche for the County Attorney to review	Grants Manager

Review and approve contracts. Discuss with Grants Manager any issues	County Attorney
Once the contracts are approved by attorney, a copy is given to the Requestor. Forward copies to Purchasing for signatures thru Laserfiche	Grants Manager
Forward copies of the contracts to respective signatories thru Adobe. Give a copy of signed contracts to the vendors and the Grants Manager.	Purchasing
Prepare Notice to Proceed for the vendors	Grants Manager, signed by Executive
Forward Notice to Proceed to vendors cc Purchasing. Vendors can now start services based on the date on the Notice to Proceed.	Grants Manager

2. Who awards the contract? (current and upcoming contract)

There is an evaluation committee and the members are indicated on the Form-CSP authorization request. The committee reviews the submitted proposals and a Recommendation of Award is made by Grants Manager, approved by the Executive.

3. Where there any other bidders? (current contract)

Mastercare was another bidder and they got approved for all the 5 services – Personal Care, Homemaker, In-Home respite, Chore and Assisted transportation. Regenerative got approved for 3 services – Homemaker, Chore and In-Home respite.

4. Who reviewed and determined the contract award? (current and upcoming contract)

AEA has a contract evaluation committee headed by the Grants Manager (Melchor-Questin). Members are the Case Manager (El Doi, for the current contract) and the ADRC Supervisor (Emily Ishida).

5. Was Donna Lynn Loo the Assistant when the current contract was awarded?

Not yet. But because she was an AEA employee, the Grants Manager requested for Purchasing’s input if there is a conflict of interest in this case. Purchasing’s reply (Ernie Barreira) was NO because there was a bid process and Donna was not involved in the process.

6. How is the contract award determined? (current and upcoming contract)

Based on evaluation criteria formulated by the Grants Manager, which are part of the Request for Proposal.

7. Was the Assistant review any of the contract documents i.e. contract scope of services, request to purchasing to use competitive bid, or request to use multi-term contract, etc.? (current and upcoming contract)

No, only the Executive is involved.

8. Is the Assistant involved in any supervision of the contractor's performance? (current and upcoming contract)

No, the Grants Manager is the contact person for all contracts.

9. Please provide the evaluations of all the contract proposals, all the contract program evaluations and all collated report contract satisfaction surveys. (current contract)

The following are the criteria and the score sheet submitted to Purchasing with the Recommendation of Award. This is Section IX.C of the Request for Proposal.

Evaluation Criteria.

Evaluations shall not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, handicap, or political affiliation of the offeror.

An evaluation panel shall review and evaluate all proposals timely received. The criteria to be used to evaluate each proposed service shall consist of the following:

1. **Experience and Capability. (25 points)** The County will evaluate the Applicant's experience and capability relevant to the proposed contract. These include management structure, roles, qualifications and resumes of key personnel attached to the contract; quality assurance and program evaluation plan, methodology and corrective measures; ability to coordinate and collaborate with other service providers; professional development; and adequacy of facility and equipment relative to services being procured.
 - Does the Offeror state how long it has been in the business?
 - Does the Offeror have experience in delivering the service overall, and specifically to older adults?
 - Does the Offeror explain why it is qualified to provide the service?
 - Does the Offeror describe how it delivered the service in an effective, efficient and timely manner, in the past 12 months?
 - Does the Offeror include the description of challenges and the strategies taken to address the challenges?
 - Does the Offeror have the necessary equipment to perform the service specifications? Do they describe the equipment?
 - Does the Offeror describe their facilities ? Are the facilities ADA compliant?

If not, does it describe how they will be in compliance with ADA requirements?

- Does the Offeror describe contingency plans to assure continued service delivery to older adults (e.g. equipment or personnel are not available)?
- Does the Offeror describe its capabilities to coordinate service delivery with other agencies and resources?

2. **Service Delivery. (30 points)** Evaluation criteria for this section will assess the Applicant's approach and delivery framework relevant to the scope of work and minimum qualifications discussed in this RFP. These include efficiency and effectiveness of responding to service requests and service delivery; effective targeting activities; tracking and documenting planned outputs and outcomes; use of technology in streamlining service delivery, data collection and reporting.

- Does the Offeror describe how the service will be provided, from the point of client referral to termination of services?
- Does the Offeror describe how the County's minimum requirements and standards, and service specifications, as indicated in this RFP will be met?
- Does the Offeror describe any service limitations such as geography, language, equipment, staffing, etc?
- Does the Offeror describe the client's right and responsibilities? Do they describe how this is communicated to the client?
- Does the Offeror have a written Emergency Preparedness Plan? Does the plan describe how the Offeror will maintain minimum operations in the event of a disaster?
- Does the Offeror have strategy or approach on how to address special needs and people with intellectual disabilities?
- Does the Offeror describe its approach to implement voluntary contribution from program participants?

3. **Project Organization and Staffing. (20 points)** The County will evaluate the Applicant's overall staffing relevant to the proposed services. These include ability to supervise, train and provide administrative direction; rationale of organizational structure/chart; adequacy and appropriateness of proposed client/staff ratio and caseload capacity; and minimum qualifications of staff assigned to the proposed service contract. The Applicant's ability and strategy to meet and provide un-interrupted, prompt and timely response in meeting service needs and requests will be a major consideration. Demonstrated Applicant's staff technical knowledge and capacity in using IT, computers and the internet to meet data and reporting requirements will also be rated.

- Are job descriptions provided for all positions rendering services associated with this proposal, including administrative, direct services and volunteers? Do the job descriptions include specific duties and responsibilities for each position?
- Does the Offeror describe how they will meet the personnel and administrative standards and specifications as indicated in this RFP?
- Does the Offeror describe how it will provide services to clients who are limited English proficient?
- Does the Offeror have a language access plan that meets the service specifications in this RFP?

- Does the Offeror have computer with internet access to meet data and reporting requirements of this RFP? Does it have staff with technical knowledge and capacity in using information technology?

4. **Financial and Cost Efficiency. (25 points)** Applicant’s proposed budget will be evaluated whether the budget and service unit cost(s) are reasonable as reflected in program resources and operational capacity. Applicants must indicate proposed unit rate for Personal, Homemaker, Chore and In-Home Respite Services as illustrated below:

<u>Service</u>	<u>Proposed Unit Rate</u>
Personal/Homemaker/Chore/In-Home Service	Dollar Amount per Respite hour
Assisted Transportation	Dollar Amount per One-way trip

Applicants shall indicate projected MINIMUM and MAXIMUM units (total number of hours/one-way trips and total number of unduplicated persons) to be served during the term of the contract.

The proposal with the lowest cost factor shall receive the highest available rating allocated to cost. Other proposals must have a lower rating. If a numerical rating system is used the following formula shall be used to calculate the points allocated to each of the higher-priced proposals:

$$\frac{(\text{Lowest Proposal Price}) \times (\text{Total Cost Points})}{\text{Price of Proposal Being Rated}}$$

See attached for the score sheet.

10. Please provide a copy of the current contract. Do you anticipate any changes to the upcoming contract?

See attached for the contract. Anticipated changes are increase in pricing. Cost for the assisted transportation will be based on price/mile,

11. What is the term of the current contract? Do you anticipate any changes to the upcoming contract?

3-year contract. The next one will also be a 3-year contract with the ability of the vendors to indicate their prices per year.

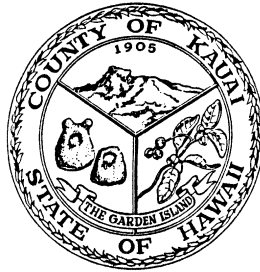
12. Do you have any suggestions to resolve any conflict of interests.

Follow Purchasing’s ruling that if the contract is based on proposals or bids, don’t involve the person with possible conflict in the evaluation process. My understanding is that this rule applies to the whole county.

For exempt procurements, cannot contract with providers who have relatives with the agency.

The State Executive on Aging has been apprised of our Conflict of Interest. The Code of Federal Regulations was released in February 2024. These rules require that the Area Agency on Aging and State Unit on Aging have policies and procedures in place to mitigate Conflict of Interest and that the State in conjunction with the Area Agency on Aging (Agency on Elderly Affairs) are working on these procedures.

REQUEST FOR PROPOSAL P-0229



**PERSONAL CARE, HOMEMAKER, CHORE, IN-HOME RESPITE AND ASSISTED
TRANSPORTATION SERVICES**

Fiscal Year: October 1, 2021 – September 30, 2024

FOR THE COUNTY OF KAUA'I
AGENCY ON ELDERLY AFFAIRS
LĪHU'E, KAUA'I, HAWAII

REQUESTED BY AGENCY ON ELDERLY AFFAIRS

PUBLICIZED: August 27, 2021, <http://www.spo.hawaii.gov>, <http://www.kauai.gov>, <http://www.publicpurchase.com>

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NOTICE
REQUEST FOR PROPOSAL

Pursuant to HRS 103D, electronic sealed proposals via the Public Purchase System will be received up to 3:00 P.M., Hawai'i Standard Time, on **October 1, 2021** and recorded immediately for the Agency on Elderly Affairs, for:

PERSONAL CARE, HOMEMAKER, CHORE, IN-HOME RESPITE AND ASSISTED

TRANSPORTATION SERVICES

COUNTY OF KAUA'I

Before any offeror enters into a contract to perform services in excess of \$25,000 for any governmental agency, the Offeror must, wherein applicable, comply with the provisions of Section 103-55, HRS, regulating wages and hours and working conditions of employees of contractors supplying services to governmental agencies. Accordingly, Offerors shall complete the wage certificate for service contracts as provided in the County's Schedule "F".

Offerors are further notified of the requirements of Act 190, SLH 2011, SB 758, wherein the County of Kaua'i is required to utilize the Hawai'i Compliance Express (HCE) to obtain proof of compliance with tax, registration, and labor requirements prior to the issuance of an award. Offerors are strongly encouraged to register via HCE to allow for needed proof of compliance **prior to the issuance of an award.** (HRS 103D-328, HRS 103D-310, HAR 3-122-112).

The Director of Finance reserves the right to cancel this Request for Proposal or to reject any or all offers in whole or in part if deemed to be in the best interest of the County.

STATE-FEDERAL FUNDED:

"This is a State-Aid Project funded by the State of Hawai'i and the Older Americans Act"

Offerors interested in accessing and responding to Request For Proposal (RFP) Document No. P-0229, assigned by the Division of Purchasing must be registered as a Public Purchase Vendor, Hawaii Region, and Kauai County Agency. New Vendors should click on the link to Public Purchase provided on the www.kauai.gov webpage or go to www.publicpurchase.com to initiate the registration process. Proposals shall be submitted via the Public Purchase System.

REIKO MATSUYAMA
Director of Finance
County of Kaua'i

REQUEST FOR PROPOSAL PACKAGE

PERSONAL CARE, HOMEMAKER, CHORE, IN-HOME RESPITE AND ASSISTED TRANSPORTATION SERVICES

I. Introduction.

As the designated Area Agency on Aging, the County of Kaua'i Agency on Elderly Affairs (AEA) plans, implements, supports and advocates for the well-being of Kaua'i's older adults. The AEA is charged by the Older Americans Act to establish a comprehensive and coordinated system of eldercare services in Kaua'i County which enables older individuals and their caregivers to live independently and with dignity. The AEA is soliciting proposals for providing personal care, homemaker, chore and/or assisted transportation services to older individuals (60 years of age or over) and/or in-home respite for caregivers of older individuals, living in the County of Kaua'i. Services for personal care, homemaker, chore and assisted transportation will be provided under the State of Hawai'i Kupuna Care (KC) Program administered by the AEA. The Kupuna Care Program is a state-sponsored program designed to meet the long term care needs of older adults unable to live at home without adequate help to perform their activities of daily living (ADLs) and instrumental activities of daily living (IADLs). In-home respite services will be provided under the National Family Caregiver Support Program (NFCSP). The NFCSP seeks to provide assistance to caregivers to decrease family stress associated with caregiving and to postpone the need for institutionalization of the care recipient.

II. Authority.

This Request For Proposals (RFP) is issued under the provisions of the Hawai'i Public Procurement Code, Chapter 103D, Hawai'i Revised Statutes. All prospective contractors are charged with the presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any prospective contractor shall constitute admission of such knowledge.

III. General Information.

- A. Project Title: **Personal Care, Homemaker, Chore, In-Home Respite and/or Assisted Transportation Services**
- B. Requesting Agency and Contact Person

Agency on Elderly Affairs
4444 Rice Street, Suite 330
Lihue, HI 96766

Contact: Celia Melchor-Questin, Grants Manager

Phone: (808) 241-4487
Fax: (808) 241-5113
Email: cmquestin@kauai.gov

C. Purpose.

The purpose of this solicitation is to contract and engage with successful Offerors in achieving the goal of the Kupuna Care Program which states that Hawai'i's Kupuna will have access to affordable and quality home-and-community-based services that are client-centered and family-supportive allowing them to live with independence and dignity. It also aims to achieve the goal of the NFCSP that family caregivers have supportive programs and services that address their needs to enable them to continue providing care.

D. Significant Dates.

The following is a **preliminary** schedule of significant dates that the County has projected. All times are Hawai'i Standard Time (HST).

Issue RFP (Legal Notice)	August 27, 2021
Deadline for Written Inquiries.....	September 3, 2021
Response to Written Inquiries	September 17, 2021
PROPOSAL DUE DATE	October 1, 2021
Tentative Award Date.....	October 15, 2021

E. OFFICER-IN-CHARGE" is Ludvina K. Takahashi, Executive on Aging of the County of Kaua'i.

F. Cost or Pricing Data Requirements (HAR 3-122-123).

Cost or pricing data requirements shall be submitted with the Offeror's proposal if the contract is expected to exceed \$100,000. Cost and pricing data submitted to support the Offeror's proposal shall be factual and verifiable and shall include but not limited to:

1. Vendor quotations;
2. Nonrecurring costs;
3. Information on changes in production methods and in production or purchasing volume;
4. Data supporting projections of business prospects and objectives and related operations costs;
5. Unit cost trends as those associated with labor efficiency;
6. Make or buy decisions;
7. Labor union contract negotiations; and
8. Information on management decisions that could have significant bearing on

costs.

The contractor may be required to keep the cost and pricing data submitted current until an award is made.

G. **LIQUIDATED DAMAGES** in the sum of NONE dollars, (\$ 0.00) per calendar day, and as set forth in the General Terms and Conditions.

H. **INSURANCE**

Contractor shall procure and maintain, on primary basis and at its sole expense, at all times during the life of the contract insurance coverages, limits, including endorsements described herein against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor or the Contractor's agents, representatives, employees or subcontractors. The requirements contained herein, as well as the County's review or acceptance of insurance maintained by the Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the Contractor.

To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions and coverage(s) of Insurance Service Office (ISO) policies, forms, and endorsements.

1. **General Conditions**

Waiver of Subrogation. Contractor shall agree by entering into a contract with the County to provide a Waiver of Subrogation for the Commercial General Liability, Automobile Liability, and Workers Compensation policies. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, the Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Subrogation in favor of the County. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Additional Insured. Contractor shall agree to endorse the **County of Kaua'i as an Additional Insured** with a CG026 Additional Insured – Designated Person or Organization endorsement, a copy of the applicable policy language, or similar endorsement to all required insurance policy(ies), except for Workers Compensation and Professional Liability.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or

self-insured retentions as respects the County; or the Contractor shall provide a financial guarantee (audited financial statement) satisfactory to the County guaranteeing payment of losses and related investigations, claim administration and defense expenses.

When a self-insured retention (SIR) or deductible exceeds \$50,000, the County reserves the right, but not the obligation, to review and request a copy of the Contractor's most recent annual report or audited financial statement.

Contractor's Responsibility. The Contractor is responsible for paying any portion of any loss not covered because of the operation of any deductible, co-insurance clause or self-insured retention applicable to the insurance required herein. If the County is damaged by the failure of the Contractor to maintain insurance as required in this paragraph, then the Contractor shall bear all reasonable costs properly attributable to that failure.

Primary and Non-contributory. All policies required of the Contractor will be endorsed as primary and any insurance or self-insurance program maintained by the County shall be non-contributory.

Certificate of Insurance. Concurrent with the execution of the contract, Contractor shall provide the County a certificate of insurance completed by a duly authorized representative of their insurer certifying that the liability coverage(s) is written on an occurrence form. Immediately upon becoming aware that its insurance will be cancelled, non-renewed, or materially changed, Contractor will notify County by providing written notice. The Certificate Holder address shall read:

**County of Kaua'i
Agency on Elderly Affairs
4444 Rice Street, Suite 330
Lihue, HI 96766
Attention: Ludvina K. Takahashi
Contract No. XXXXXX
Personal Care, Homemaker, Chore, In-Home Respite and/or
Assisted Transportation Services**

Concurrent with the execution the contract the Contractor shall furnish the County with original certificates and endorsements effecting required coverage(s). The County reserves the right to require complete copies of all required insurance policies, including the policy declarations and endorsements affecting the coverage at any time.

Failure to secure and maintain the required insurance shall be considered as a material breach of the contract. Should the County be forced to expend

funds that would have been covered under the specified insurance, Contractor shall reimburse County for such funds. In the event the County determines, in its sole and absolute discretion, that it is necessary to purchase the coverages herein required of the Contractor, and which the Contractor has failed to secure, the Contractor shall reimburse the County for the expenditure of such funds.

Right to Revise or Reject. County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work or specifications affecting the applicability of coverage. Additionally, the County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due to its poor financial condition or failure to operate legally.

a) Minimum Insurance Coverage Requirements

Unless otherwise approved by the Director of Finance, the policy or policies of insurance maintained by the Contractor shall provide the following minimum limit(s) and coverage(s) as specified herein and be placed with an insurance carrier authorized to do business in the State of Hawai'i and rated A-VII by A.M. Best:

Commercial General Liability. The Contractor shall procure and maintain Commercial General Liability, with dedicated required limits, as set forth herein, written on occurrence form providing:

Designated premises basis **OR** Per Project basis

The coverages shall include the following:

- Premises Operations
- Independent Contractors
- Products and Completed Operations
- Broad Form Property Damage including completed operations
- Blanket Contractual Liability
- Personal Injury
- Employees named as Additional Insured
- Severability of Interest
- Explosion, Collapse and Underground Property Damage

The minimum limits of liability may be satisfied by providing either:

<p>Bodily Injury and Property Damage Combined Single Limit:</p> <ul style="list-style-type: none"> ▪ \$2,000,000 per occurrence ▪ \$2,000,000 annual aggregate 	<p>OR</p>	<p>Personal Injury:</p> <ul style="list-style-type: none"> ▪ \$1,000,000 per occurrence ▪ \$2,000,000 annual aggregate <p style="text-align: center;">AND</p> <p>Products and Completed Operations:</p> <ul style="list-style-type: none"> ▪ \$1,000,000 per occurrence ▪ \$2,000,000 annual aggregate
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Contractor must provide evidence the County is an Additional Insured for Products/Completed Operations coverage for both ongoing operations and after substantial completion of the work. This coverage may be provided by the ISO form CG 2010 (11 85) or an equivalent policy form. Coverage provided by a non equivalent CGL form shall be specifically endorsed providing both the course of construction and products/completed operations. ISO CG 2010 (04 13) and ISO form CG 2037 (04 13) or an equivalent form is required from the Contractor. The Contractor and subcontractor(s), if any, shall provide evidence to the County on an annual basis the products/completed operation coverage is in effect for two (2) years after substantial completion of the project.

Business Automobile Liability. The Contractor shall procure and maintain Business Automobile Liability written on occurrence form for all Owned, Non-owned, and Hired automobiles. If the Contractor does not own automobiles, Contractor shall agree to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Automobile Liability. Coverage shall be for automobile contractual liability, uninsured and underinsured motorist coverage, basic no-fault, and personal injury protection, as required by Hawai'i law with the following limits:

Bodily Injury

- \$1,000,000 per person
- \$1,000,000 per occurrence

Property Damage

- \$1,000,000 per accident

Workers' Compensation and Employer's Liability. The Contractor shall procure and maintain at all times during the term of the contract the following insurance liability coverage: Workers' Compensation, Temporary Disability Insurance (TDI), and similar insurance that is required by the State of Hawai'i or federal laws. Self-insurance is permitted subject to submission

of a copy of the appropriate governmental authorization and qualification by the Contractor and subcontractor(s).

The minimum limits of liability to be maintained are as follows:

Coverage A: State of Hawai'i Workers' Compensation Law:

Statutory Limits.

Coverage B: Employer's Liability:

Bodily Injury from each accident \$1,000,000

Bodily Injury from disease \$1,000,000

Bodily Injury from disease aggregate \$1,000,000

Builder's Risk. The Contractor shall procure and maintain an Inland Marine Builder's Risk policy providing coverage to protect the interests of the County, Contractor, sub- contractors, architects, and engineers, including property in transit and property on or off- premises, which shall become part of the building, or Project. Coverage shall be written on an **All Risk, Replacement Cost, and Completed Value Form** basis in an amount at least equal to 100% of the projected completed value of the Project as well as subsequent modifications of that sum, unless an agreed amount is otherwise stated between the County and the Contractor. The policy shall insure all work, labor, and materials furnished by the Contractor and the Contractor's subcontractors against loss occasioned by fire, lightning, windstorm, theft, vandalism, malicious mischief, flood, earthquake, and collapse.

The amount of coverage for the perils of flood and earthquake may be subject to a sub- limit. The sub-limit shall provide coverage of at least 25% of the full replacement cost.

The policy shall also include coverage for debris removal and reasonable compensation for architect's and engineer's services and expenses required as a result of an insured loss. The Contractor shall endorse the policy with a manuscript endorsement eliminating the automatic termination of coverage in the event the building is occupied in whole or in part, or put to its intended use, or partially accepted by the County. The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the County's interest in the building ceases, or the building is accepted or insured by the County.

The Contractor shall name the County of Kaua'i as a loss payee on the Builder's Risk policy.

Installation Floater. The Contractor shall procure and maintain an Installation Floater policy providing coverage to protect the interests of the

County, Contractor, sub- contractor(s), architects, and engineers, including property in transit and property on or off-premises, which shall become part of the project.

Coverage shall be written on an All Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to 100% of the projected completed value of the Project as well as subsequent modifications of that sum, unless an agreed amount is otherwise stated between the County and the Contractor. The policy shall insure all work, labor, and materials furnished by the Contractor and the Contractor's subcontractors against loss occasioned by fire, lightning, windstorm, theft, vandalism, malicious mischief, flood, earthquake, and collapse.

The amount of coverage for the perils of flood and earthquake may be subject to a sub- limit. The sub-limit shall provide coverage of at least 25% of the full replacement cost.

The policy shall also include coverage for debris removal and reasonable compensation for architect's and engineer's services and expenses required as a result of an insured loss. The Contractor shall endorse the policy with a manuscript endorsement eliminating the automatic termination of coverage in the event the building is occupied in whole or in part, or put to its intended use, or partially accepted by the County. The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the County's interest in the building ceases, or the building is accepted or insured by the County.

The Contractor shall name the County of Kaua'i as a loss payee on the Installation Floater policy.

Professional Liability (Errors and Omissions). The Contractor and its subcontractors shall procure and maintain Professional Liability Insurance (Errors and Omissions Insurance) that covers all such activities under the contract. Such insurance shall have these minimum limits and coverage(s):

\$1,000,000 per occurrence
\$2,000,000 annual aggregate

For policies written on a "Claims-Made" basis, Contractor warrants the retroactive date equals or precedes the effective date of the contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of the contract, Contractor shall agree to purchase Supplement Extended Reporting Period (SERP) with a minimum reporting period not less than **two (2)** years.

The requirement to purchase a SERP shall not relieve Contractor of the obligation to provide replacement coverage.

Pollution Legal Liability. The Contractor shall procure and maintain Pollution Liability or similar Environmental Impairment Liability at a minimum limit not less than:

\$1,000,000 per occurrence
\$2,000,000 annual aggregate

The policy shall provide coverage for damages against, but not limited to, third-party liability, clean-up, corrective action including assessment, remediation and defense costs.

Contractor's Pollution Liability. Contractor shall procure and maintain pollution liability insurance when the Scope of Work involves removal, abatement, encapsulation or other treatment, disposal or remediation of asbestos or other hazardous materials or an exposure to pollutants or impairment of the environment. The policy shall provide coverage for third party liability, clean-up, and corrective action including assessment remediation and defense costs. The policy may be written on either an occurrence form or claims made. The minimum limits of liability shall be:

\$1,000,000 per occurrence
\$2,000,000 annual aggregate

Crime Insurance or Commercial Fidelity Bond: Contractor shall procure and maintain Commercial Crime Insurance or Fidelity Bond providing Employee Dishonesty on a blanket basis covering all of the Contractor's employees with a minimum amount of insurance at least equal to the amount of the contract. The policy shall be endorsed to cover "Third-Party Liability" including a third-party beneficiary clause in favor of the County. The policy shall include a minimum twelve (12) month "Discovery Period" when written on a Loss Sustained basis.

Property. The Tenant or Lessee, shall agree to maintain property insurance including flood and windstorm written on a replacement cost basis in an amount not less than 100% of the replacement cost of the building(s) and contents, including betterments and improvements made by the Tenant or Lessee, located on the premises. Contractor shall agree to be fully responsible for any deductible or self-insured retention, and to provide this coverage on primary basis.

Umbrella or Excess Liability. Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy with \$1,000,000 per occurrence and \$2,000,000 aggregate. If Contractor is using

its Umbrella or Excess Liability Insurance policy to satisfy the minimum requirements, Contractor shall agree to endorse the County of Kaua'i as "Additional Insured" on the Umbrella or Excess Liability policy, or shall confirm in writing that its Umbrella or Excess Liability policy "follows form."

I. Preferences (HAR 3-124)

Not Applicable

J. Modifications or Changes affecting the Proposer, or the Proposal Content or Representations after the deadline for submission of proposals.

Any actions or modifications which are caused by, but is not limited to, forces of nature, changes in law, rules, regulations, or economic conditions or situations that affect the Proposer, either directly or indirectly, and which are cause for or affect the content or representation(s) made in the Proposal submitted may be reason for the Proposal to be rejected.

IV. Instructions To Proposers.

A. Content of Proposals.

The intent of this section is to standardize the proposals to allow for ease of evaluation. It is not an attempt to limit the content of the proposals. The Offeror may include any additional data or information which is deemed pertinent to the Request For Proposal. The proposal should be prepared simply and economically, providing a clear and concise response to the requirements herein.

Offerors are encouraged to describe those characteristics and services that make the organization unique and best suited for selection.

When a proposer submits a proposal, it shall be considered a complete plan for accomplishing the tasks described herein and any supplemental tasks the Proposer has identified as necessary to successfully implement the proposal plan. Proposal may be accepted and a contract awarded on the basis of the initial offers received. A presentation and/or Best and Final Offer may not be requested or required, if it is determined by the evaluation committee that a selection may be made on the initial proposals submitted.

1. Letter of Transmittal.

A transmittal letter shall be attached to the proposals. The transmittal letter

shall be in standard business format, signed by an individual authorized to legally bind the offeror, and shall include:

- a. A statement naming the Offeror (legal name and if corporation, whether corporation has corporate seal) and stating the type of entity for the Offeror and any joint Offeror or subcontractor (e.g., corporation, limited liability company, partnership, sole proprietor, etc.);
 - b. A statement, e.g. corporate resolution, identifying the person(s) and title of the person(s) authorized to sign all legal documents on behalf of the Offeror ;
 - c. A statement that the Offeror and any joint Offeror or subcontractor are or will be registered to do business in Hawai'i and will obtain a State of Hawai'i General Excise Tax License, and that evidence of any such registration and General Excise Tax License shall be provided prior to award;
 - d. A statement acknowledging that all addenda to this Request For Proposal have been reviewed by the Offeror.; and
 - e. A statement that the Offeror's proposal shall remain valid for **sixty (60)** calendar days after the proposal due date or the deadline for submission of best and final offers, whichever is later. During said period no proposal will be permitted to be withdrawn, unless permitted by law.
 - f. A statement disclosing whether or not the proposal contains **confidential** information, trade secrets or other proprietary data that the offeror does not want to be subject to public inspection. (see instructions in Section IV, D, 2)
2. Description of Offeror's qualifications, including:
 - a. Resumes of principles, and key personnel assigned to this Request For Proposal;
 - b. Organizational chart showing the responsibilities of key personnel;
 3. Narrative discussion of conceptual plan, strategies, and methodologies. Offerors are encouraged to offer creative alternatives.
 4. Narrative discussion of services to be provided by the Offeror, either directly or indirectly through affiliated offices and/or otherwise.

Particular attention should be given to those services and special expertise that are unique to your organization.

5. Narrative description of implementation plan upon award of contract.
6. Discussion of proposed fee, other compensation expected, and calculation.
7. **Exceptions.** Offeror shall state and discuss all exceptions taken to the contents or any requirements of this Request For Proposal document as outlined in this subsection A. Content of Proposals. This Exceptions provision does not apply to the County's General Terms and Conditions (GTC) and any exceptions taken to the GTC shall be grounds for rejection of the offer.

- B. Inquiries. All questions and request for clarifications shall be submitted through the Public Purchase system.

Substitution requests and email communications with attachments shall be sent to the COKPurchasing@kauai.gov email account.

- C. Addenda.

Addenda shall be issued to all prospective offerors who registered on Public Purchase.

Addenda issued for Best and Final Offers (BAFO) shall be sent to priority listed offerors only, as a separate restricted access solicitation.

- D. Transmittal of Proposals.

Proposals shall be submitted by the offeror through the Public Purchase system. Proposers shall be registered with Public Purchase and are required to submit proposals on their own behalf. Proposers are not to submit proposals through third parties unless specifically allowed by rule or law.

Proposers who experience technical transmission problems are to immediately contact the assigned procurement specialist for notice and assistance prior to proposal submission deadline.

1. Proposals shall be submitted in pdf form.
2. Trade secrets or other proprietary data that the offeror does not want to be subject to public inspection shall **be submitted at the sole risk of the Offeror and without any liability to the County**

The request for confidentiality shall be submitted as a separate attachment to the proposal and readily identifiable. File name should include the term "CONFIDENTIAL". (3-122-46 (9), HAR)

Disclosure or nondisclosure by the County of confidential material shall be governed by HRS, Chapter 92F, Uniform Information Practices Act (Modified). Confidential data is normally restricted to financial information concerning the offeror's organization and data that qualifies as trade secret in accordance with the Uniform Trade Secrets Act (57-3A-1 to 57-3A-7, NMSA 1978). **The price of products offered or the cost of services proposed shall not be designated as confidential information.**

All information contained in offers that do not comply with these instructions will be considered non-proprietary and subject to public disclosure upon request.

3. Proposal Cost. Proposals prepared in response to this RFP shall be prepared at the sole cost and expense of the Proposer. **All Proposals shall become the property of the County of Kaua'i upon submission.**

E. Proposal Due Date and Opening.

Proposals are due by the date and time, designated in the Notice.

Proposals shall **not be opened publicly**. The contract file shall be available for public inspection **after posting of an award**.

V. Scope of Work.

The furnishing and delivery of the goods and/or services specified herein shall comply with this Request For Proposal in its entirety; and with the General Terms and Conditions for Goods and Services and the General Instructions to Offerors..

A. Description of the goal of the service

The goal of the Kupuna Care Program is that Hawai'i's older adults will have access to affordable and quality home-and-community-based services that are client-centered and family-supportive allowing them to live with independence and dignity. This includes assistance either in the form of access or care coordination in circumstances where the older person is experiencing diminished functioning capacities, personal conditions or other characteristics which require the provision of services by formal service providers or family caregivers. The provision of Kupuna Care Services (Personal Care, Homemaker, Chore and Assisted Transportation) aims to maintain or improve the older person's quality of life, self-sufficiency and ability to remain in their place of residence as long as possible, thereby delaying premature or unnecessary institutionalization.

The National Family Caregiver Support Program (NFCSP) helps families sustain their efforts in caring for older loved ones and children with disabilities. The goal is for family caregivers have supportive programs and services that address their needs to enable them to continue providing care.

B. Description of the target population to be served.

The target population for personal care, homemaker, chore and assisted transportation services in the Kupuna Care program must have U. S. citizenship or legal residency; be 60 years of age or older; not be covered by other comparable government or private home and community based services; not be residing in an institution, such as ICF, SNF, ARCH, hospital, foster family home; and must have limitations in two or more activities of daily living (ADL) or instrumental activities of daily living (IADL), or be diagnosed with a cognitive impairment. Clients determined to be at high risk will receive priority for service. The target population of Kupuna Care funding includes those elders aged 60 and over with the greatest social and economic needs with an emphasis on low-income and minority elders. Successful applicants are required to provide increased outreach and access to elders with limited English speaking proficiency, minority, Native Americans, and older individuals residing in rural areas. Proposals must describe plans to meet the service needs of the target population in its targeting plan.

Persons eligible to receive services under the NFCSP are family caregivers of adults 60 years old or older or who are less than 60 and have a diagnosis of early onset dementia. This program targets relatives or non-relatives who are providing care to older individuals in the greatest social or economic need with particular

attention to low-income individuals.

C. Geographic Coverage of service.

The geographic coverage for this RFP encompasses the County of Kaua'i. The AEA encourages that services be made available in all districts of the County of Kaua'i.

D. Service Specifications and activities.

Personal Care

Unit of Service: 1 hour

Definition: *Provides personal assistance, stand-by assistance, supervision, or cues.*

Homemaker

Unit of Service: 1 hour

Definition: *Provides assistance such as preparing meals, shopping for grocery or personal items, managing money, using the telephone or doing light housework.*

Chore

Unit of Service: 1 hour

Definition: *Provides assistance such as heavy housework, yard work or sidewalk maintenance that may present a health or safety problem.*

In-Home Respite

Unit of Service: 1 hour

Definition: *Services which offer temporary substitute supports or living arrangements for care recipients in order to provide a brief period of rest or relief for caregivers. Respite care includes: in-home respite: personal care, homemaker, and other in-home respite (companionship, stand-by assistance, supervision or cues, or services other than personal care or/and homemaker)*

Assisted Transportation

Unit of Service: 1 one-way trip

Definition: *Provides assistance and transportation, including escort, to a person*

who has difficulties (physical and cognitive) using regular vehicular transportation. This involves assistance from the doorway of the residence up to the doorway of the medical facility and/or vice-versa.

Activities:

1. Accept authorization for service from the AEA. The provider must check for any authorizations within the software required by the Executive Office on Aging (EOA), if available, at least once every business day. Otherwise, authorization and related documents will be emailed or faxed to the provider.
2. Review the authorization for delivery of service including reviewing the most recent assessment and support plan.
3. Develop a plan to implement the contracted service described in the client's Support Plan.
4. Collaborate and coordinate with other service providers that serve the same client, as appropriate.
5. Record the service units delivered to each client in the client's record using the software required by EOA, if available. If not, record service units in any device available to the provider.
6. Provide, under the supervision of an appropriate health care professional, any of the activities as described in the client's Support Plan.

Personal Care:

- a. Assist with bathing, showering, and shampooing.
- b. Assist with dressing and grooming (routine nail, skin, and hair care).
- c. Assist with oral or personal hygiene.
- d. Assist with positioning and turning.
- e. Assist client with other health and safety issues.

In-Home Respite:

- a. Care and grooming, including bathing, hair care, and dressing.
- b. Assistance with either special devices and equipment or other needs, including assisting the client to and from the bathroom or with the bedpan.
- c. Assistance with special devices and equipment, such as braces, elastic stockings, and artificial limbs.
- d. Providing transfers, taking pulses, monitoring medications, assistance with ambulating under the direction of a member of a team of professionals (i.e. nurse or therapist) or escort services.
- e. Household tasks, if related to a medical need that is necessary for the client to reside in their own home, i.e. bed changing, feeding assistance, meal preparation, light housecleaning, laundry.
- f. Assistance with medications ordinarily self-administered.
- g. Light cleaning, including dusting, vacuuming, mopping, changing sheets, and bathroom maintenance.
- h. Cleaning oven, and refrigerator, if necessary, to maintain safe and

- sanitary living conditions.
 - i. Shopping for personal items, food, medicine and household supplies.
 - j. Money management.
 - k. Assisting with telephone use.
 - l. Other light housework and home management activities.
 - m. Providing friendly visiting and companionship to the client.
 - n. Coordinating and scheduling transportation needs for the client and accompanying client if necessary.
 - o. Planning, preparing and serving regular, simple meals.
 - 7. Provide the following activities as described in the client's Support Plan.
 - Homemaker:**
 - a. Routine housekeeping duties such as dusting, sweeping, vacuuming, mopping, bathroom cleaning, dishwashing, kitchen cleaning, laundry, changing linens, making beds, and emptying household trash.
 - b. Manage money by assisting older adult to pay bills on time and check writing.
 - c. Shop for and store food, personal items, medication, and household supplies.
 - d. Assist with using the telephone.
 - e. Plan, prepare and serve simple meals.
 - f. Perform other light housework and home management activities, if necessary.
 - Chore:**
 - a. Provide help with heavy housework and/or yard work.
 - Assisted Transportation:**
 - a. Escort to ensure the safety of passengers from the doorway of the place of departure to the doorway of the place of destination.
 - b. Assist client to negotiate from the doorway into vehicle and to disembark from the vehicle, at pre-agreed locations
 - c. Load and unload clients and their assistive devices, according to schedule
 - d. Assist clients with mobility limitations to assure they do not fall and can manage stairs, ramps, curbs, or other possible impediments
 - 8. Provide observation and feedback to supervisors and primary caregiver on changes in client's health or social situations. This observations and feedback should also be recorded in the client's record using the software required by EOA, if available.
 - 9. Enter other relevant information into the client's record using the software required by EOA as directed by the AEA.
 - 10. Participate in required trainings and meetings as designated by the AEA and/or EOA.
 - 11. Comply with all Kupuna Care requirements.
- E. Reporting requirements for program and fiscal data.

1. General.
 - a. The Applicant is required to have and maintain IT hardware and software that enables the Applicant to collect client and service utilization data in order to meet AEA's data collection and reporting requirements. If the Applicant does not have Internet access and adequate hardware or software to maintain required database and reporting programs, it shall describe in its application a viable plan for having such capabilities.
 - b. Prospective service providers are responsible for maintaining accurate, verifiable and current fiscal data and reports pertaining to the service(s) to be provided.
 - c. The Applicant must provide data and reports in the form and format requested by the County of Kauai Agency on Elderly Affairs. These reports will include, but are not limited to, statistical data, program narrative, financial or billing reports, and any other reports requested by the AEA.
2. Program Reports.
 - a. The successful Applicant is responsible for maintaining complete and current program data and reports pertaining to the service(s) provided. The required quarterly program statistical and narrative reports are due to AEA 10 days following the end of the quarter.
3. Fiscal Reports.
 - a. The successful Applicant is responsible for maintaining complete and current fiscal data and reports pertaining to the service(s) provided. Successful Applicants will be reimbursed for authorized services delivered. The required fiscal data and reports, such as the request for payment/invoices, shall be submitted as specified by the AEA.
 - b. Supporting data (number of units provided, list of service recipients, list of activity(ies) and reports must accompany the request for payment and must be submitted to AEA within 10 days following the end of the prior month.
 - c. Failure to collect and submit required data, reports, and requests for payments/invoices in a timely manner may result in a delay or withholding of payment.
4. Year-end Reports.
 - a. The successful Applicant shall submit a narrative report, summarizing the progress of the service for each fiscal year, and including a

discussion on the effectiveness of services provided to meet the needs of the clients and its impact on the outcomes of this service(s). The annual report is due to the AEA 20 days following the end of the Federal contract year.

F. Term of Contract.

This will be a 3-year multi-term contract (Notice to Proceed to 9/30/2022; 10/1/2022 to 9/30/2023 and 10/1/2023 to 9/30/2024). Funds are available and appropriated only for the first fiscal year of the contract, which shall begin on the commencement date established in the official Notice to Proceed and ends on September 30, 2022 unless otherwise mutually agreed upon by the parties hereto. The contractual obligation of both parties in each fiscal period succeeding the first is subject to the appropriation and availability of funds, and under the same terms and conditions as specified herein.

G. Budget Guidelines

The estimated funding for Personal Care, Homemaker, Chore, In-Home Respite and Assisted transportation services may be up to \$190,000.00 for the first year, \$200,000.00 for the second year and \$205,000.00 for the third year. The final allocation for this program will be determined by the County after all applications have been evaluated and rated.

Contracts resulting from this RFP shall be price term agreements. It shall be understood and agreed that the County shall request any quantities of services it requires, including none, of the items set forth at the unit prices therein agreed upon.

Applicants must specify in their proposals estimated number of service units (hours/one-way trips and unduplicated number of consumers) and activities to be provided that are consistent with the intent of the RFP.

Contracts for KC services are subject to the availability and release of funds. In addition, continued funding for services will be subject to availability, need for the service, and the satisfactory evaluation of the provider's performance. The AEA reserves the right to reallocate all or part of the initial award to an agency, if there is a pattern of service underutilization, if there is a wait list for service, and/or if an agency is not able to carry out the provision of services during the term of the award.

VI. Minimum Qualifications.

- A. The Applicant is required to meet the following:
1. The Applicant shall have license(s) and/or certification(s), as applicable, in accordance with Federal, State and County regulations and shall include copies of current applicable license(s) and certificate(s) with the proposal.
 2. The Applicant must have operated a business of similar scope and magnitude as required by the RFP for at least one year.
 3. The Applicant is responsible for providing the necessary staff, equipment, vehicles and facilities that will be required in carrying out of scope of service stated in the RFP. The Applicant shall include in its application an assurance that such resources shall be provided throughout the contract period.
 4. The Applicant is expected to provide adequate information on how the minimum specifications and standards described in the RFP will be met.
 5. All publications or press releases should include the statement: “This program has been made possible in part by funding from the STATE OF HAWAII, and the OLDER AMERICANS ACT as awarded by the County of Kauai Agency on Elderly Affairs.”

VII. Minimum Requirements.

A. General requirements of Offeror receiving award.

1. Shall have and maintain hardware and software, which enables them to meet data collection and reporting requirements using the WellSky Aging and Disability System (ADS), if available.
2. Shall have at least one computer with Internet connectivity and shall have the ability to transfer and receive all required information via the internet.
3. In addition to submitting required reports, Offeror receiving award will be monitored by Kauai Agency on Elderly Affairs through on-site and desktop assessments to evaluate progress towards meeting goals and to oversee compliance with government requirements and contractual agreements. Periodic site visits, scheduled and unscheduled, will be conducted and may also be monitored by EOA.

B. Personnel

1. All personnel staff and volunteer positions must have a written job description and shall be attached and identified in the proposal.
2. Applicant shall provide an organizational chart and describe its approach and rationale for the structure, functions, and staffing of proposed organization for the overall service activities and tasks.
3. Shall have an appropriate professional responsible for the supervision of this service. The supervisor must be available for consultation during the operational hours of the program.
 - a. The supervisor should have a college degree, two years of supervisory experience serving functionally disabled older persons, and at least one year of direct work experience in personal care/homemaker/chore/ in home respite/assisted transportation.
 - b. The supervisor must periodically review the service plan for the client; reassess the client's status on a regular basis as needed; supervise the aides, including home visits as needed; monitor and evaluate the quality of service provided.
4. The supervisor and personal care aides must have current certifications in Cardiac Pulmonary Resuscitation (CPR), in-home accident prevention, and first aid.
5. All personnel staff and volunteer workers if applicable, must be qualified to work with functionally and/or cognitively impaired older persons, either through training or experience, and as described in the job description.
6. All personnel staff and volunteer workers, if applicable, shall be of good character and integrity. Applicant shall ensure personnel assigned to provide services have not been convicted of abuse, neglect, or other crimes that would pose a health/safety risk to those being served.
7. All personnel staff and volunteer workers, if applicable, must attend an orientation/training provided by the Applicant. The orientation/training

shall include, at a minimum, safety and emergency situations and ethical factors to carry out their work assignments.

8. All personnel staff and volunteer workers if applicable must be culturally sensitive to the ethnic groups represented in the client population.
9. The Applicant must provide all personnel staff, and volunteer workers if applicable, an agency/provider Identification Card or badge. The card or badge shall include the name of the agency, the staff/volunteer's name and date, and photograph. The staff/volunteer must display the identification piece when working with the clients.
10. Drivers of the vehicles for assisted transportation must be at least 18 years of age and;
 - a) Have appropriate driver's license.
 - b) Obtain a physical as required for the positions (pre-service, every two years, etc.)
 - c) Receive appropriate training to work with older disabled persons.
 - d) Have an acceptable driving record to assure the safe operation of the vehicle.
 - e) Receive training to handle emergency of a vehicular accident.

C. Administrative.

1. The Applicant must have administrative experience in operating a program of this scope and requirements. The Applicant shall have a thorough understanding of the various levels of federal, state, and county laws, rules, policies, and procedures relevant to these services.
2. The Applicant must have written procedures to receive authorization from AEA or its designee to provide services. This relates to the procedure the AEA uses to authorize payment to contracted service providers. The AEA authorizes payments via required monthly reports, including narratives, performance reports and invoices as well as quarterly reports such as financial status reports.
3. The Applicant must have written procedures and policies on accepting, terminating, and rejecting clients. All clients must be provided with termination and grievance policies during the initial period of enrollment.
4. The Applicant must maintain a record of the number of clients served; the client's name, birth date, and other demographic information for each client served and service authorization by the AEA. The Applicant, if awarded, shall maintain a record on file on each client provided with services for emergency and statistical purposes. All records must be kept confidential.
5. The Applicant must have written policies on safeguarding client's confidential information and their consent to participate in research activities intended to improve the program.
6. The applicant shall provide its capacity to keep financial and program records specific to this contract.
7. The Applicant shall deliver the stated service in a timely fashion. The

Applicant in its Proposal shall explain the timeliness in service delivery (i.e. number of days it normally takes from the request to the delivery of service), and what steps the Applicant will take if the service cannot be delivered within a specified number of days. Ideally, the provider should contact the consumer within 24 hours from the receipt of the authorization.

8. The Applicant must have a mechanism to promote service quality. The Applicant must conduct an evaluation of efficiency, effectiveness, and quality of service, including evaluation by the client.
9. The Applicant shall include information on the address of its facility(s) and the hours and days of operation. If the Applicant plans to subcontract for services, the name(s) and qualifications of the subcontractor(s) must be identified in the application.
10. The Applicant shall provide information about its capacity to collaborate and coordinate with other service agencies to improve the comprehensive services for older clients.
11. The Applicant must have a written policy and procedures to obtain client's written consent to transmit client information and service utilization data from the selected Applicant to the AEA and the Executive Office on Aging.
12. The Applicant must have a written policy and procedures to inform clients that they may be asked to participate in research studies to measure the effectiveness and quality of the service they have received and to explore possible services the State and County may offer.
13. The Applicant shall include information about its private and governmental resources it has applied for and/or has received within the last 12 months.
14. The Applicant shall address its capacity to keep financial and program records for this RFP separate from other funds and contracts it administers.
15. The Applicant must have a voluntary donation system that offers clients the opportunity to confidentially contribute cash and/or check toward the cost of legal services received. The voluntary donation system shall establish written procedures to give clients the opportunity to donate and for the method of collecting, safeguarding, and accounting for the donations while safeguarding donors' confidentiality.
16. The Applicant must advertise its service as part of the KUPUNA CARE program and must acknowledge that the service is funded partially/fully with STATE and FEDERAL funds, in its publications of brochures, pamphlets, fliers and other community correspondence related to the services outlined in this RFP.

D. Quality assurance and service evaluation.

1. The Applicant must describe its methods to assure AEA that the clients' services are appropriate and responsive to the identified needs of the client.

2. The Applicant must have a written policy to promote service quality. The Applicant must present methods of measuring efficiency, effectiveness, and quality of service, including evaluation by participants and/or their caregivers. The applicant shall describe its process for making improvements or taking corrective action based upon evaluation results.
3. Periodic and/or annual monitoring by AEA may include site visits. Contractors will be monitored through desktop assessments to evaluate progress toward meeting goals and to oversee compliance with government requirements and contractual agreements.
4. Client satisfaction ratings will serve as an indicator for service effectiveness and efficiency. Program outcome measures and results will provide direction for monitoring and quality improvements.

E. Experience.

The Applicant shall demonstrate that it has the necessary skills, abilities, knowledge of and experience relating to the delivery of the proposed services. The Applicant shall also provide a listing of verifiable experience with projects or contracts for the most recent five years that are pertinent to the proposed services. The applicant must have operated a business of similar scope and magnitude as required by the RFP for at least one year.

F. Coordination of services.

1. The Applicant shall demonstrate the capability to coordinate services with other agencies and resources in the community. The Kupuna Care Program was established to enhance coordination of existing resources, programs, and services for older individuals at risk of institutionalization. In addition, implementation of the State's long term care policies, programs, and services requires the collaboration and coordination of a number of State, County, and Federal departments and agencies, the private sector, and the community of consumers. Successful Applicants may be required to collaborate with and/or convene other parties that provide services to the client to discuss plan that will be to the best interest of the client.
2. Contractors receiving awards also agree to coordinate with EOA and the AEA in the development and implementation of the State's Aging and Disability Resource Center (ADRC) which may include responding to surveys and other requests for information, streamlining intake, referral and data collection processes and co-location of such services as the AEA deems critical to ADRC operations.

G. Facilities, equipment, vehicles.

1. The Applicant shall provide a description of its facilities, equipment, and vehicles, if applicable, and demonstrate its adequacy in relation to the

delivery of proposed services. If facilities/equipment/vehicles are not presently available, describe plans to secure facilities/equipment/vehicles. The Applicant shall describe how the facilities and the vehicles meet ADA requirements, as applicable, and special equipment that may be required for the services.

2. The AEA has adopted the implementation of WellSky Aging and Disability Software, a web-based technology used for data collection, generating required reports, client tracking, client registration, development of care plans and service orders, service delivery and accounting for service units provided. The AEA requires prospective AEA contracted service providers to utilize WellSky to enhance and insure a more efficient and cost-effective management and administration of the delivery and payment of contracted services and to comply with Federal, State and County reporting requirements
3. The AEA will absorb the annual license and access to the software. The cost will allow 2 users from the successful provider to have access to the software. Mandatory training on the use of the software shall be provided by AEA after award of a service contract.

H. Performance outputs/outcome measures.

Projected performance outputs:

Service	Estimated Number Unduplicated Persons	Estimated Units of Services
Personal Care	15 – 25	2000 – 3000 hours
Homemaker	30 - 40	1500 -2500 hours
Chore	10 - 15	500 – 1000 hours
In-Home Respite	5 - 10	1500 – 2500 hours
Assisted Transportation	10 - 20	600 – 800 one-way trips

The County shall authorize services in a person-centered model of care. The County’s client base reserves the right to select a Contractor from the list of awarded Contractors that best fits their needs to provide them services.

VIII. Price Requirements.

The award for this service will be a Unit Rate. The applicant may propose realistic performance output levels based on the funding available and taking into account the service outputs in **Section VII, H** of this RFP. Initial or advance payment shall not be made to successful applicant. Monthly payments will be made to the provider based on the number of service units provided in the month and upon receipt of a monthly invoice and progress report indicating number of unduplicated persons served and service units delivered.

Applicant shall submit a cost proposal based on a Unit Rate (Dollars per Hour) for personal care, homemaker, chore and/or in-home respite service. The cost proposal shall be included in the Proposal Application.

Applicant shall submit prices per one-way trip for assisted transportation. Trips will be from the place of residence of the consumer up to the place where the medical appointment is. Indicate prices for the following distances:

Less than 10 miles

11 – 20 miles

More than 20 miles.

Applicant should also indicate if they can transport consumers in their wheelchairs and indicate prices if different from the regular price.

The offer price shall include all taxes, transportation costs, fees, equipment, materials, labor, tools, etc., which apply to the proposal solicited herein, whether assessed against, chargeable to, or payable to the County of Kauai or any of its agencies or the undersigned.

IX. Selection, Award, and Non-selected Offerors.

A. Procedures.

Offerors will submit conceptual proposals in accordance with the instructions herein. Proposals will be reviewed and evaluated according to the evaluation procedures and criteria more specifically described below. Proposals will be categorized as acceptable, potentially acceptable, or unacceptable.

Unacceptable proposals shall be rejected. Acceptable and potentially acceptable proposals shall be eligible for the priority list.

Proposals may be accepted on evaluation without discussion and an award may be made to the responsible Offeror whose proposal is determined in writing to provide the County with the best value taking into consideration price and the evaluation factors set forth herein.

B. Award.

The County shall award contract(s) to all responsive, responsible Offeror(s) that demonstrate competence and ability to perform the solicitation's scope of work. The County reserves the right to award a single contract or multiple contracts. Offerors must receive a minimum of seventy-five (75) points based on the evaluation criteria to be eligible for award.

The award of a contract does not guarantee that the Contractor's services will be utilized (See Special Provisions). All awards are subject to the availability of funding.

The award shall be subject to the provisions of HRS 103D-328 relating to Tax Clearances, and HRS 103D-310(c) and HAR 3-122-112 both relating to Responsibility of Offers.

C. Evaluation Criteria.

Proposals will be evaluated by individual project components. Proposers may submit proposals on any or all individual components. Each component will be scored based on criteria below.

Evaluations shall not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, handicap, or political affiliation of the offeror.

An evaluation panel shall review and evaluate all proposals timely received. The criteria to be used to evaluate each proposal shall consist of the following:

1. **Experience and Capability. (25 points)** The County will evaluate the Applicant's experience and capability relevant to the proposed contract. These include management structure, roles, qualifications and resumes of key personnel attached to the contract; quality assurance and program evaluation plan, methodology and corrective measures; ability to coordinate and collaborate with other service providers; professional development; and adequacy of facility and equipment relative to services being procured.
 - Does the Offeror state how long it has been in the business?
 - Does the Offeror have experience in delivering the service overall, and specifically to older adults?
 - Does the Offeror explain why it is qualified to provide the service?
 - Does the Offeror describe how it delivered the service in an effective, efficient and timely manner, in the past 12 months?
 - Does the Offeror include the description of challenges and the strategies taken to address the challenges?
 - Does the Offeror have the necessary equipment to perform the service specifications? Do they describe the equipment?
 - Does the Offeror describe their facilities ? Are the facilities ADA compliant? If not, does it describe how they will be in compliance with ADA requirements?
 - Does the Offeror describe contingency plans to assure continued service delivery to older adults (e.g. equipment or personnel are not available)?
 - Does the Offeror describe its capabilities to coordinate service delivery with other agencies and resources?

2. **Service Delivery. (30 points)** Evaluation criteria for this section will assess the Applicant's approach and delivery framework relevant to the scope of work and minimum qualifications discussed in this RFP. These include efficiency and effectiveness of responding to service requests and service delivery; effective targeting activities; tracking and documenting planned outputs and outcomes; use of technology in streamlining service delivery, data collection and reporting.
 - Does the Offeror describe how the service will be provided, from the point of client referral to termination of services?
 - Does the Offeror describe how the County's minimum requirements and standards, and service specifications, as indicated in this RFP will be met?
 - Does the Offeror describe any service limitations such as geography, language, equipment, staffing, etc?
 - Does the Offeror describe the client's right and responsibilities? Do they describe how this is communicated to the client?
 - Does the Offeror have a written Emergency Preparedness Plan? Does

the plan describe how the Offeror will maintain minimum operations in the event of a disaster?

- Does the Offeror have strategy or approach on how to address special needs and people with intellectual disabilities?
- Does the Offeror describe its approach to implement voluntary contribution from program participants?

3. **Project Organization and Staffing. (20 points)** The County will evaluate the Applicant’s overall staffing relevant to the proposed services. These include ability to supervise, train and provide administrative direction; rationale of organizational structure/chart; adequacy and appropriateness of proposed client/staff ratio and caseload capacity; and minimum qualifications of staff assigned to the proposed service contract. The Applicant’s ability and strategy to meet and provide un-interrupted, prompt and timely response in meeting service needs and requests will be a major consideration. Demonstrated Applicant’s staff technical knowledge and capacity in using IT, computers and the internet to meet data and reporting requirements will also be rated.

- Are job descriptions provided for all positions rendering services associated with this proposal, including administrative, direct services and volunteers? Do the job descriptions include specific duties and responsibilities for each position?
- Does the Offeror describe how they will meet the personnel and administrative standards and specifications as indicated in this RFP?
- Does the Offeror describe how it will provide services to clients who are limited English proficient?
- Does the Offeror have a language access plan that meets the service specifications in this RFP?
- Does the Offeror have computer with internet access to meet data and reporting requirements of this RFP? Does it have staff with technical knowledge and capacity in using information technology?

4. **Financial and Cost Efficiency. (25 points)** Applicant’s proposed budget will be evaluated whether the budget and service unit cost(s) are reasonable as reflected in program resources and operational capacity. Applicants must indicate proposed unit rate for Personal, Homemaker, Chore and In-Home Respite Services as illustrated below:

<u>Service</u>	<u>Proposed Unit Rate</u>
Personal/Homemaker/Chore/In-Home Respite Service	Dollar Amount per hour
Assisted Transportation	Dollar Amount per One-way trip

Applicants shall indicate projected MINIMUM and MAXIMUM units (total number of hours/one-way trips and total number of unduplicated persons) to be served during the term of the contract.

The proposal with the lowest cost factor shall receive the highest available rating allocated to cost. Other proposals must have a lower rating. If a numerical rating system is used the following formula shall be used to calculate the points allocated to each of the higher-priced proposals:

$$\frac{(\text{Lowest Proposal Price}) \times (\text{Total Cost Points})}{\text{Price of Proposal Being Rated}}$$

- D. Non-selected Offerors and Debriefing. **Non-selected offerors will be notified and able to view the notice of award, which will be posted on the County Website, www.kauai.gov and on Public Purchase.** Non-selected offerors may submit a **request** for debriefing to the Director of Finance, or designee, **within three (3) working days** after posting of an award. Thereafter, the Director or designee, shall provide a **debriefing**, to the maximum extent practicable, **within seven (7) working days**. A **protest** may be filed with the Director, or designee, **within (5) working days** after the debriefing. (For protest requirements see HRS 103D-701 and HAR 3-126, Legal and Contractual Remedies)

SPECIAL PROVISIONS

The service outputs in Section VII, H of this RFP are only estimates.

The County's Kupuna Care Program shall operate on a Person-Centered Approach. The Client will be allowed to select the Contractor for the applicable services from the list with contracts with the County.

The Contractor's exact quantity shall depend on the overall service units authorized by the County and how often the Contractor is selected by clients.

The County reserves the right to purchase a greater or lesser quantity of any item as conditions may warrant, subject to available funding at the same unit prices, terms and conditions.

SCHEDULE F

WAGE CERTIFICATE

For Service Contracts

To: Director of Finance

Subject: RFP No.: _____

Description of Project: _____

(Offeror to complete and submit with bid or proposal)

Pursuant to **Section 103-55 Wages, Hours, and Working Conditions of Employees of Contractors Performing Services, H.R.S.**, I hereby certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than wages paid to public officers and employees for similar work.
2. All applicable laws of the Federal and State governments relating to workmen's compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

Offeror: _____

By: _____

Title: _____

Date: _____

ASSURANCES

The following forms need to be completed and must accompany the project proposal:

Form

- A. Assurances of Compliance with the Americans with Disabilities Act (Public Law 101-336)
- B. Affirmative Action Conformance³
- C. Assurance of Compliance with the Department of Health and Human Services Regulations Under Title VI of the Civil Rights Act of 1964
- D. Department of Health and Human Services Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as amended
- E. Certificate Regarding Lobbying
- F. Certification Regarding Drug-Free Workplace Requirements for Grantees
- G. Certification Regarding Environmental Tobacco Smoke

ASSURANCE OF COMPLIANCE WITH THE AMERICANS WITH
DISABILITIES ACT (PUBLIC LAW 101-336)

The undersigned (hereinafter called "CONTRACTOR") HEREBY AGREES AND CERTIFIES THAT it will comply with the Americans With Disabilities Act (Public Law 101-336), as applicable to CONTRACTOR'S administration and delivery of the services under contract with the County of Kauai.

Applicable areas include, but are not limited to:

Title I: "No covered entity shall discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures; the hiring, advancement, or discharge of employees; employee compensation; job training; and other terms, conditions and privileges of employment."

Title II: "No qualified individual with a disability shall, by reason of such disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination by a department, agency, special purpose district, or other instrumentality of a State or a local government."

Title III: " No individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of any place of public accommodation."

CONTRACTOR shall be considered a public entity to the same extent as the County of Kauai. This assurance obligates CONTRACTOR for the entire period during which it is contractually bound to the County of Kauai.

Name of Contractor

Name of Designee(s)

CONTRACTOR hereby accepts the terms of this assurance.

Signature and Title of Authorized Official

Date

AFFIRMATIVE ACTION CONFORMANCE

_____ HEREBY AGREES THAT IT WILL
Name of Agency ENACT THIS AFFIRMATIVE ACTION PLAN.

Affirmative action is a management responsibility to take the necessary steps to eliminate the effects of past and present job discrimination, intended or unintended, which is evident from an analysis of employment practices and policies. It is the policy of this agency that equal employment opportunity is afforded to all persons regardless of race, color, ethnic origin, religion, sex or age.

This agency is committed to uphold all laws related to Equal Employment Opportunity including, but not limited, to the following:

Title VI of the Civil Rights Act of 1964 which prohibits discrimination because of race, color, religion, sex or national origin in all employment practices including hiring, firing, promotions, compensation, and other terms, privileges, and conditions of employment.

The Equal Pay Act of 1963 which covers all employees who are covered by the Fair Labor Standards Act. The Act forbids pay differentials on the basis of sex.

The Age Discrimination Act of 1975, as amended, is designed to prohibit discrimination on the basis of age in programs or activities receiving Federal Financial assistance.

Federal Executive Order 11246 which requires every contract with federal financial assistance to contain a clause against discrimination because of race, color, religion, sex or national origin.

Administration on Aging Program Instruction AoA-PI-75-11 which requires all grantees to develop affirmative action plans. Agencies, which are part of an “umbrella” agency, shall develop and implement an affirmative action plan for the single organizational unit on aging. Preference for hiring shall be given to qualified older person (subject to requirements of merit employment systems).

Section 504 of the Rehabilitative Act of 1973 which states that employers may not refuse to hire or promote handicapped persons solely because of their disability.

Title V of the Code of Federal Regulations, Part 900, Subpart F, Standards for a Merit System of Personnel Administration which outlines fair treatment principles on recruitment, selection, promotion, compensation, performance, training and other areas relevant to personnel administration.

_____ is the designated person with executive authority responsible for the implementation of this affirmative action plan. Policy information on affirmative action and equal employment opportunity shall be disseminated through employee meetings, bulletin boards, and any newsletters prepared by this agency.

Work Force Analysis:

Staff:	#	Paid Staff		#	Part-Time
		Full-time	%		
Older Persons (60+)	#	%	%	#	%
Minority	#	%	%	#	%
Women	#	%	%	#	%

Dated _____

Signature and Title of Authorized Official

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF HEALTH AND HUMAN SERVICES REGULATIONS UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

_____ (hereinafter called the "Applicant") HEREBY
(name of applicant)

AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 90) issued pursuant to that Title, to the end that, in accordance with title VI of that ACT and the Regulation, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant received Federal financial assistance from the Department; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant.

Date _____

(Applicant)

By

(President, Chairman of Board, or comparable authorized official)

Applicant's mailing address: _____

DEPARTMENT OF HEALTH AND HUMAN SERVICES
ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE
REHABILITATION ACT OF 1973, AS AMENDED

The undersigned (hereinafter called the “recipient”) HEREBY AGREES THAT it will comply with section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulation (45 C.F.R. Part 84), and all guidelines and interpretations issued pursuant thereto.

Pursuant to § 84.5 (a) of the regulation [45 C.F.R. 84.5 (a)], the recipient gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts, or other federal financial assistance extended by the Department of Health and Human Services after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance that were approved before such date. The recipient recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that the United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on the recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the recipient.

This Assurance obligates the recipient for the period during which federal financial assistance is extended to it by the Department of Health and Human Services or, where the assistance is in the form of real or personal property, for the period provided for in § 84.5 (b) of the regulation [45 C.F.R. 84.5(b)].

The recipient: [Check (a) or (b)]

- a. employs fewer than fifteen persons
- b. employs fifteen or more persons and pursuant to § 84.7(a) of the regulation [45 C.F.R. 84.7(a)], has designated the following person(s) to coordinate its efforts to comply with the HHS regulation:

Name of Designee(s) – Type or Print

Name of Recipient – Type or Print

Street Address

(IRS) Employer Identification Number

City

Area Code & Telephone Number

State

Zip

I Certify that the above information is complete and correct to the best of my knowledge.

Date

Signature and Title of Authorized Official

If there has been a change in name or ownership within the last year, please PRINT the former name below:

CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization

State

Authorized Signature

Title

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE
REQUIREMENTS FOR GRANTEES**

- A. The grantee certifies that it will provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing a drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - (e) Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction;
 - (f) Taking one of the following actions within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

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

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Organization Name

Name and Title of Authorized Personnel

Signature

Date

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C – Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan or loan guarantee. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this document the applicant/grantee certifies that it will comply with the requirements of the Act. The applicant/grantee further agrees that it will require the language of this certification be included in any sub awards which sub grantees shall certify accordingly.

Organization

Authorized Signature **Date**

Title

REQUEST FOR PROPOSAL
SELECTION COMMITTEE MASTER SCORING FORM

RFP # & TITLE : P0229 Personal Care, Homemaker, In-Home Respite, Chore and Assisted Transportation Services

Committee Members:

1. Eleanor Doi
2. Emily Medeiros
3. Celia Melchor-Questin

	#1	#2	#3	Average
MASTERCARE				
1. Experience and Capability	25	23	23	23.67
2. Service Delivery	28	28	28	28.00
3. Project Organization & Staffing	20	18	17	18.33
4. Financial and Cost Effectiveness	25	25	25	25.00
TOTAL	98	94	93	95.00

Comments:

Criteria 2:

- No mention of voluntary contributions

Criteria 3:

- No language access plan

	#1	#2	#3	Average
REGENERATIVE SERVICES KAUAI				
1. Experience and Capability	23	18	17	19.33
2. Service Delivery	24	23	23	23.33
3. Project Organization & Staffing	16	14	13	14.33
4. Financial and Cost Effectiveness	23	23	23	23.00
TOTAL	86	78	76	80.00

Comments:

Criteria 1:

- Company was created based on previous owner, Regenerative Living.

Criteria 2:

- No Emergency Preparedness Plan
- No mention of voluntary contributions

Criteria 3:

- No language access plan

COST/HR	PC	Homemaker	In-Home	Chore	Transpo
Mastercare	\$ 36.00	\$ 34.00	\$ 35.00	\$ 36.00	\$38 + mileage
Regenerative Services	-	\$ 34.00	-	\$ 45.00	per mile

All of the 2 respondents meet the minimum score of 75 points.

We will do a multi-award contract as stated in the Request for Proposal.

Mastercare will be awarded for all of the services

Regenerative Kauai will be awarded for Homemaker, Chore and Assisted Transportation

The cost will be the above prices.