

**REQUEST FOR PROPOSALS**

**The Research Corporation of the University of Hawaii  
requests proposals for the**

**Native Hawaiian and Pacific Islander Community-engaged/community-based  
Research Consultants and Facilitators**

**for the**

**Center for Indigenous Innovation and Health Equity (CIHE)  
Office of Indigenous Knowledge and Innovation (OIKI)  
Office of the Vice President for Research and Innovation (OVPRI)  
University of Hawai'i  
Honolulu, HI**

**July 3 , 2023**

## NOTICE TO OFFERORS

### RFP Availability

A copy of the Request for Proposal (RFP) include RFP # (if applicable) and Native Hawaiian and Pacific Islander Community-engaged/community-based Research Consultants and Facilitators is available on the website <http://research.hawaii.edu>..

### Questions About the RFP

All questions about the RFP must be directed to RFP Administrator at [ovprifa@hawaii.edu](mailto:ovprifa@hawaii.edu). Closing Date for Receipt of Offeror Questions is 12:00 PM (Hawaii Standard Time), July 12, 2023.

### Closing Date for Receipt of Proposals

Completed proposals must be received no later than 4:00 PM (Hawaii Standard Time), July 21, 2023, at the address listed in Section 1.10 of this RFP. Email or mailed submissions will be accepted (email submittals are strongly preferred), but regardless of the submittal method, it is the Offeror's responsibility to ensure confirmation of proposal receipt prior to the Closing Date for Receipt of Proposals. Proposals received after the time and date fixed for submittal will not be considered.

This RFP is issued by The Research Corporation of the University of Hawaii (RCUH).

Research Corporation of the University of Hawaii  
1601 East-West Road, Burns Hall 4<sup>th</sup> Floor  
Honolulu, HI 96848

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This RFP contains 37 pages.

## SECTION 1 -- ADMINISTRATIVE OVERVIEW

### 1.1 INTRODUCTION

This is a Request for Proposals (RFP) issued by the Research Corporation of the University of Hawaii (RCUH), on behalf of University of Hawai'i, Office of the Vice President for Research and Innovation, Center for Indigenous Innovation and Health Equity, to solicit proposals from Offerors who wish to be considered. The contract will be issued and administered as an Agreement for Services with the RCUH.

### 1.2 SCHEDULE OF KEY DATES

The schedule of key dates set forth herein represents the RCUH's best estimate of the schedule that will be followed. Any of the dates listed below may be changed at any time at the sole discretion of the RCUH Procurement Officer or Delegated Procurement Officer.

Date of Notice (RFP Issued):	July 3, 2023
Closing Date for Receipt of Offeror's Attachment A (Notice of Intent to Submit a Proposal): Standard Time (HST)	July 7, 2023, 12:00 pm, Hawaii
Closing Date for Receipt of Offeror Questions:	July 12, 2023, 12:00 pm, HST
Closing Date for Posting Responses to Questions:	July 14, 2023, 4:00 pm, HST
Closing Date for Receipt of Proposals:	July 21, 2023, 4:00 pm, HST
Proposal Review Period:	July 24, 2023 – July 27, 2023
Date of Contractor Selection and Award:	July 28, 2023
Services Start Date (Tentative):	August 21, 2023

### 1.3 RFP AMENDMENTS

The RCUH reserves the right to amend the RFP at any time prior to the Closing Date for Receipt of Proposals. All RFP amendments will be posted on the following website, <http://research.hawaii.edu>. **Offerors are solely responsible to check this website for any modifications to the RFP. The RCUH reserves the right to cancel this RFP at any time for any reason at no cost to the RCUH.**

### 1.4 QUESTIONS BY OFFERORS AND POTENTIAL OFFERORS TO RCUH

All questions by Offerors or potential Offerors should be submitted in writing via email to RFP Administrator using the address, [ovprifa@hawaii.edu](mailto:ovprifa@hawaii.edu). RCUH reserves the right to only respond to questions regarding proposal requirements, contents, and details, that are received by 12:00 PM, HST July 12, 2023. All received questions and responses will be posted by 4:00 PM, HST July 14, 2023 on the website, <http://www.research.hawaii.edu>.

The website referred to in the preceding paragraph will be non-secured (open and accessible

to anyone to view). Since all questions and responses will be posted and accessible to the public, no proprietary information or questions regarding proprietary information or material should be communicated by an Offeror to the website identified above.

## **1.5 QUESTIONS BY RCUH TO OFFERORS**

The Offeror is responsible for ensuring the correctness and readability of its proposal. However, the RCUH reserves the right to seek clarifications during the Proposal Review Period. Content for which a clarification may be requested includes obvious mislabeling of figures or tables, illegible text (such as may occur in a figure label being reduced to too small a font size), or an obvious clerical mistake (e.g., a misplaced decimal point or obvious mistake in designation of a unit such as feet instead of meters). The authority to permit correction of proposals is limited to proposals that, as submitted, are responsive to the RFP and may not be used to permit correction of proposals to make them responsive.

## **1.6 CLARIFICATION OF THE RFP**

An Offeror shall carefully review this RFP for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable matter shall be promptly submitted to the RCUH prior to the Closing Date for Receipt of Offeror Questions. This shall allow issuance of any necessary amendments to the RFP. The Offeror hereby acknowledges, agrees, and waives any claim arising from any knowledge of any defect in this RFP acquired prior to the Closing Date for Receipt of Offeror Questions and failing to inform the RCUH prior to said deadline. The Offeror further acknowledges and agrees that: (1) the RCUH reserves the right to waive any technical irregularity not affecting an unbiased and objective evaluation of all proposals; (2) such waiver will be in the best interest of the RCUH; and (3) the Offeror hereby waives any claim against the RCUH arising from such technical irregularity.

## **1.7 TAX CLEARANCE FOR PROPOSALS**

A tax clearance from the Hawaii Department of Taxation and the U.S. Internal Revenue Service is not required for submission of a proposal. However, in accordance with Section 103-53 of the Hawaii Revised Statutes, the selected contractor shall submit a valid tax clearance from the Hawaii Department of Taxation and the U.S. Internal Revenue Service prior to execution of the Agreement for Services. A Certificate of Vendor Compliance that reflects a “Compliant” status from Hawaii Compliance Express (HCE), <https://vendors.ehawaii.gov/hce/splash/welcome.html> is acceptable in satisfying the tax clearance requirement. Governmental agencies in the U.S. (i.e., city, county, state, federal) and any foreign governmental agencies are excepted from the tax clearance requirement.

Due to the fact that the proposal review and contract award period may be tightly scheduled, it is highly recommended that Contractors submitting proposals apply for tax clearance upon submission of the proposal in order to meet key dates.

## **1.8 PREPARATION COSTS**

Any costs incurred by Offerors in preparing or submitting a proposal shall be the sole responsibility of the Offeror.

## **1.9 PROPRIETARY INFORMATION**

The Offeror should clearly identify any proprietary information in the Offeror's submitted proposal. Upon final execution of an Agreement for Services, all non-proprietary information in an Offeror's proposal may be made available by the RCUH for public inspection upon request. Accordingly, material designated as confidential should be readily separable from the proposal in order to facilitate inspection of the nonconfidential portion of the proposal.

## **1.10 SUBMISSION OF PROPOSALS**

Offerors may submit proposals by mail or email. Email submittals are strongly preferred. Note that the maximum allowable file size for email attachments is 10 MB, so an Offeror may need to send its complete proposal in multiple parts. If submitting by mail, please include the original and 2 copies. It is the responsibility of the Offeror to confirm that the RCUH has received its proposal prior to the Closing Date for Receipt of Proposals. Proposals may be modified by an Offeror prior to the Closing Date for Receipt of Proposals.

Address, if submitting by mail:

Office of Indigenous Knowledge and Innovation (OIKI)  
Attn: Fiscal Office  
2425 Campus Road, Sinclair B10  
Honolulu, HI 96822

Address, if submitting by email:

[ovprifa@hawaii.edu](mailto:ovprifa@hawaii.edu)

## **1.11 CERTIFICATION OF PROPOSAL**

By submitting a proposal, the Offeror certifies that the proposal submitted to the RCUH is in accordance with any required authorization by the governing body of the Offeror's organization. The Offeror further certifies that the information and responses contained in the proposal are true, accurate, and complete, and that the RCUH may justifiably rely upon said information for purposes of evaluation and contracting with the Offeror. If it is later discovered that any information provided in the Offeror's proposal is false, it will result in the Offeror's elimination from consideration.

## **1.12 PROPOSAL WITHDRAWAL**

An Offeror may withdraw its proposal by submitting a written request to the RCUH any time prior to the Closing Date for Receipt of Proposals.

### **1.13 RFP SUBMITTALS BECOME THE PROPERTY OF RCUH**

All proposals and other material submitted shall become the property of the RCUH, and may be returned at the sole discretion of the RCUH.

### **1.14 OPENING OF PROPOSALS**

Proposals will be opened after 4:00 P.M. Hawaii Standard Time, on July 21, 2023, or as amended at the office to which the proposals are submitted. The proposal opening will not be open to the public. Proposals will not be subject to public inspection until after an Agreement for Services is signed by all parties, but in no case will proprietary information or proprietary material designated as such and submitted by an Offeror as part of an Offeror's proposal, be available for public inspection.

### **1.15 DISQUALIFICATION OF PROPOSALS**

The RCUH reserves the right to consider as acceptable only those proposals submitted in accordance with all the requirements set forth in this RFP, and which demonstrate an understanding of the scope of work. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP, or that reserves the right to accept or reject award or the right to enter into a contract pursuant to an award, may be disqualified without further notice, at the discretion of the RCUH.

An Offeror shall be disqualified and its proposal automatically rejected for any one or more of the following reasons:

- The proposal shows any noncompliance with applicable law.
- The proposal is incomplete or irregular in such a way as to make the proposal indefinite or ambiguous as to its meaning.
- The Offeror is debarred or suspended. Entities that are currently debarred or suspended from federal procurement transactions are listed in the Excluded Parties Listing System. A search can be performed at <https://www.sam.gov/SAM/> to determine whether an entity has an active exclusion.

### **1.16 REFERENCES**

The Offeror must disclose all contracts for similar services for the last 3 years, and these will serve as potential references to be contacted by the RCUH as part of the evaluation of the Offeror's proposal. Points of contact and contact information should be indicated for each contract listed.

The RCUH reserves the right to contact the references named in the Offeror's proposal and any other references provided by the Offeror during the past 3 years. The results of discussions with the references will be used to score the proposal, as described in Section 4 of this RFP.

### **1.17 SELECTION ON INITIAL PROPOSALS**

The RCUH may select a Contractor on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Offeror's best terms. RCUH may elect to require oral presentations following the submission of proposals, if requirements for the oral presentation process is included in Section 4.5.

### **1.18 BASIS FOR SELECTION**

Based on the evaluation process discussed in Section 4 of this RFP, the highest ranked responsible and responsive Offeror will be selected.

### **1.19 PROCESS FOR NEGOTIATIONS**

The RCUH will attempt to negotiate with the selected Offeror a mutually acceptable Agreement for Services. If this cannot be accomplished within 21 calendar days after initial Selection, the RCUH reserves the right to terminate contract negotiations with the first-ranked Offeror, and may select the second-ranked Offeror for negotiation of a potential award. This process may continue in order of Offeror ranking until a mutually acceptable Agreement for Services is achieved with the RCUH and an award is made to a selected Offeror.

### **1.20 AVAILABILITY OF FUNDS**

Offerors are advised that entering into an Agreement for Services is contingent upon availability of funds. If funds are not available, the RCUH reserves the right not to enter into an agreement.

### **1.21 NOTICE TO PROCEED**

The RCUH shall not be responsible for work done, even in good faith, prior to the RCUH's execution of an Agreement for Services unless specific provisions are made in the Agreement for Services.

### **1.22 CHANGES TO CONTRACTOR'S FEE**

It is recognized that financial audit disallowances and other changes may require adjustments in the compensation due to the Contractor. In the event that future actions would either disallow or minimize the payments already made to the Contractor, the Contractor shall assist the RCUH in defending the correctness of the claim for reimbursement. If the disallowance or adjustment is upheld, then the Contractor will repay RCUH to the extent the amount of the disallowance or adjustment was included in the total fee received by the Contractor. Payment to the RCUH shall be made within THIRTY (30) calendar days from which official notice is received by the Contractor from the RCUH.



### **1.23 PROCUREMENT OFFICER**

This RFP is issued by the Research Corporation of the University of Hawaii, on behalf of the Office of Indigenous Innovation and Health Equity, Office of Indigenous Knowledge and Innovation. The Delegated Procurement Officer responsible for overseeing the RFP process and Agreement for Services is Kamuela Enos, MA (Principal Investigator).

## **SECTION 2 – STATEMENT OF WORK**

### **2.0 Background**

The University of Hawai‘i (UH) Center for Indigenous Innovation and Health Equity (UH CIIHE or “the Center”) was established through the United States (US) Department of Health and Human Services (HHS) Office of Minority Health (OMH) to advance sustainable solutions to address health disparities and increase health equity among Native Hawaiian and Pacific Islander (NHPI) populations. UH CIIHE posits that there is no intervention so effective in reducing health disparities and achieving health equity as the restoration of ancestral practices in Indigenous communities. Over the centuries, Western epistemologies sought to define these ancestral practices simply as characteristics of their respective cultures, a controlling narrative that continues to limit NHPI communities from exercising their right to developing their own needs and interests. UH CIIHE seeks to reframe this perpetuating narrative of “it’s only culture” and recognize these ancestral practices as “ancestral sciences” that were developed and mastered over centuries prior to Western contact. As such, these ancestral sciences helped to maintain the delicate balance between NHPI communities and their respective environments, allowing their populations to thrive and protect finite island resources. By reimagining ancestral sciences through the lens of innovation, UH CIIHE identifies these cultural traditions, practices, and processes as “Indigenous innovations,” which the Center defines as the restoration of ancestral and cultural practices to address contemporary problems. Through research, policy strategies, and economic development initiatives that are all co-produced with community, UH CIIHE seeks to advance Indigenous innovations as health interventions that improve and restore holistic health for NHPI populations across the Center’s primary region of service that includes NHPI communities across Hawai‘i and the six jurisdictions of the US Affiliated Pacific Island (USAPI).

### **2.1 Purpose for Native Hawaiian and Pacific Islander (NHPI) Community-engaged/Community-based Research Consultants and Facilitators**

UH CIIHE, under the Office of the Vice President of Research and Innovation (OVPRI), is seeking proposals from qualified and experienced organizations that provide cultural consulting and facilitation services within the context of community-engaged/community-based participatory research and policy development. The Offeror must also possess a proven track record of successful programming and research utilizing Indigenous innovations, Indigenous knowledge, and/or Indigenous cultural processes implemented to promote strong and healthy NHPI communities. Through these services UH CIIHE will gain a very valuable community partner with similar interests in addressing generational health disparities and health inequities that have been well documented across NHPI communities.

## **2.2 Scope of Work**

The NHPI Community-engaged/Community-based Research Consultants and Facilitators will support UH CIIHE in the following areas:

- 1. Assist UH CIIHE in re-examining research epistemologies for conducting community-engaged/community-based participatory research within NHPI communities.**
  - a. UH CIIHE requires the Offeror to have the organizational capacity to assist the Center in identifying and documenting existing UH policies and/or procedures that are considered “harmful” or “extractive” , from the community’s perspective, when initiating, facilitating, and engaging NHPI communities in university-level research activities.
    - i. The Offeror will highlight members of their organization with first-hand working knowledge and experience when conducting community-engaged/community-based participatory research in NHPI communities.
    - ii. The Offeror’s research experience(s) may include examples of current or previous research work that focused on Indigenous innovations and their utilization of Indigenous knowledge and Indigenous processes (defined in Section 2 – Statement of Work, Subsection 2.0 – Background) to improve and increase health equity in NHPI communities.
  
- 2. Advise and assist UH CIIHE in co-producing “new approaches” that expand the Center’s support for research activities utilizing or investigating Indigenous innovations within community settings.**
  - a. UH CIIHE requires the Offeror to have the organizational capacity to advise and assist the Center in developing new approaches for community-level (e.g., pilot processes, mechanisms, or a program, etc.) centered around Indigenous innovations.
    - i. As part of their proposal, the Offeror may propose, in detail, their vision of how they will co-produce these new approaches with the Center and practitioners of Indigenous innovations (e.g. setting up shared spaces that lead to the co-innovation processes, localized spaces for collaborative innovation related to Indigenous innovations, and action research frameworks related to emergent systems - repositioning practitioners of Indigenous innovations as sources of knowledge that lead to rigorous theory development and change in practice or existing processes).

- ii. The Offeror should pay close attention to practitioners of Indigenous innovations and should involve participating practitioners, in addition to other experts (e.g., career scientists), throughout the development process.
  - b. These “new approaches” will need to focus on aspects of what it means to produce Indigenous-serving research in service to community that is pono (aligned, right, equitable, proper), how such approaches help to eliminate workforce shortages, and how Indigenous innovations and research help to diversify island economies to increase health equity and improve the communities’ social determinants of health.
- 3. Assist and advise UH CIIHE in co-designing and implementing a community-engaged/community-based participatory research project on Indigenous innovations.**
- a. The Offeror will assist UH CIIHE in co-designing and implementing a community-engaged/community-based participatory research project on Indigenous innovations that tests one or more of the “new approaches” that are to be developed. Please refer to Section 2: Statement of Work, Subsection 2.2 – Scope of Work # 2 for details on “new approaches.”
  - b. The Offeror’s research project shall be collaboratively co-designed with UH CIIHE and may include, but are not limited to the following types of research:
    - i. **Environmental, Biomedical, or Public Health research** (i.e., the impacts of loko i‘a farming and aquaculture, traditional chant and dance on participants’ blood pressure measurements, restoration of coastal limu ecosystems to improve food and health security of coastal communities in or outside of Hawai‘i),
    - ii. **Policy research** (i.e., the role of a policy on expanding Native languages on improving health in Pacific Islander populations or the use of NHPI nomenclature in health policy creation),
    - iii. **Economic viability research** (i.e., use of traditional practices in resource/land management related to sanitation, pollution and/or climate change mitigation; and the creation of traditional apprenticeship and environmental stewardship programs that protect the health of the environment and promote health resilience).
    - iv. State if the Offeror is currently engaged in research projects or programming centered on Indigenous innovations to increase health equity.
  - c. UH CIIHE requires that the Offeror include experienced research staff as part of their process to document “best practices” when conducting community-

engaged/community-based participatory research in NHPI communities.

- i. The Offeror may include as part of their proposal any plans related to the training or upskilling of current staff members – necessary to be familiar with processes involved in community-engaged/community-based participatory research and who are vital to the success of the research on Indigenous innovation.
- d. The Offeror should include their expectations related to any or all data collected as part of their proposed research, including aspects related to data sovereignty, to be agreed upon after the Offeror is awarded.

**4. Assist UH CIIHE in co-authoring research papers or policies/policy recommendations for publication.**

- a. The Offeror will assist UH CIIHE in co-authoring research papers or policies/policy recommendations with a focused narrative on the co-designed “new approaches” and documented “best practices.”
  - i. Co-designed and co-produced, the Offeror will work in collaboration with UH CIIHE core staff to illustrate to potential readers how to initiate, plan, and facilitate community-engaged/community-based participatory research within NHPI communities focused on Indigenous innovations and how such research can lead to the creation of new policies or amendments of existing policies.

**5. The Offeror will provide quarterly updates to UH CIIHE Principal Investigator Kamuela Enos, M.A. and must schedule or attend regularly scheduled bi-monthly check-in sessions with UH CIIHE’s Core Staff in the policy and research pillars.**

**6. Communicate with UH CIIHE any ongoing consultation and monitoring of all activities stated in Section 2.2, Items 1-5.**

**2.3 Required Deliverables**

The Offeror should be able to meet the following minimum deliverables:

1. Required monthly reports, which includes:
  - a. State of work, as related to the scope of work, the proposed budget and schedule.
  - b. Expenditures for the month and provide any receipts.
  - c. Major issues needing attention.
    - i. Description of the issue.
    - ii. Recommended solution.
2. At least one co-authored research paper for publication on the awardee’s research on their identified Indigenous innovation(s) and its potential for positive health impacts in

Native Hawaiian and Pacific Islander communities.

3. Development of a handbook on “Best Practices” for Community-engaged/Community-based Participatory Research in Native Hawaiian and Pacific Islander Communities.

## SECTION 3 – PROPOSAL REQUIREMENTS

### 3.1 REQUIRED FORMAT

The proposal shall be organized in sections in the following order:

1. Executive Summary
2. Technical Proposal
3. Schedule
4. Qualifications and Expertise
5. Price Proposal
6. Appendices

#### 3.1.1 EXECUTIVE SUMMARY

Offeror shall submit an Executive Summary, not more than two (2) pages, outlining the key elements of the proposal.

#### 3.1.2 TECHNICAL PROPOSAL

Offeror will need to describe the methods, approach, and format in which elements of their evaluation will be gathered, presented, transmitted, and implemented.

The Offeror will need to illustrate and describe the ability to adhere to deadlines, attend scheduled meetings, and maintain communication between CIIHE Core Staff, CIIHE Leadership Team, and CIIHE Core Project Partners to effectively implement their evaluation services in the manner described in *Section 2 – Statement of Work*.

The Offeror will also need to provide the following elements in their technical proposal to be fully considered:

1. **Offeror's Profile** – Provide a description of their company or organization, including a brief history. Include the location of their organization or office headquarters, the year their organization or office was formed and the ownership structure.
2. **Offeror's Experience** – Provide a description of recent experience in successfully performing similar services for an educational institution particularly an institution of higher education. Provide a description of recent experience and/or projects in successfully conducting community-based or community-engaged research in Native Hawaiian and Pacific Island (NHPI) communities or similar work within NHPI populations. **A minimum of three (3) recent community-based and/or community-**

**engaged research projects (within the last three to five years)** shall be provided, including the following:

- a. Name & Address of Firm
  - b. Contact Person & Telephone number
  - c. Date of Services
  - d. Description of Evaluation Services
3. **Offeror's staff** – Submit a prospectus of your company or organization and/or services with the background, experience, and qualifications of each individual to assist or be assigned to work on CIIHE's project evaluation. It is anticipated that the individuals listed will work on the project until completion and share a similar work experience/background as the Offeror.
  4. **Project Schedule** – Offerors shall provide a realistic project evaluation schedule with a beginning to end timeline (not to exceed twelve months). The design and implementation can be broken into phases and types of work with different target dates.
  5. **Collection of Information** – please provide details on the collection of information related to the following costs:
    1. Total cost to complete the Scope of Work detailed in Section 2.2.
    2. Cost breakdown for key areas to complete the scope of work.
    3. Hourly rate for professional services, including task description.
  6. **Subcontractors** – Include any component of the scope of services where the use of subcontractors will be utilized. Provide the name of the subcontractor(s) and the portion of the proposed work they are to perform. Any use of subcontractors shall be included on the proposal.
  7. Provide a resume(s) of the individual(s) who will work on the project scope of services.

### **3.1.3 SCHEDULE**

Offeror will need to describe a detailed schedule and timeline for services detailed in Section 2.2 Scope of Work. The Offeror's schedule and timeline will need to include details when elements of the proposed services are to be completed.. All work must be completed within one year with the possibility of an extension for another year if additional funding is received by the Center.

The Offeror's timeline will need to include expected reporting/update frequencies to UH CIIHE. The Center reports to its federal sponsors on a quarterly basis that includes the following reporting periods:

- Quarter 1: August 1, 2023-October 31, 2023 (Report due November 15, 2023)
- Quarter 2: November 1, 2023-January 31, 2024 (Report due February 15, 2024)



- Quarter 3: February 1, 2024-April 30, 2024 (Report due May 15, 2024)
- Quarter 4: May 1, 2024-July 31, 2024 (Report due August 15, 2024)

The Offeror shall be responsible for providing updates to UH-CIIHE at least two weeks prior to the Center's expected reporting deadline.

### **3.1.4 QUALIFICATIONS AND EXPERTISE**

Offeror shall describe their organization's qualifications, experience and size. In addition, the Offeror shall identify the team it will use to provide the goods/services. Biographical summaries of the key team members shall be included in the proposal (to be included with Appendix B, described below).

### **3.1.5 PRICE PROPOSAL**

The Offeror will need to describe a complete and detailed breakdown of price for services related or necessary to complete the services detailed in Section 2.2 Scope of Work.. The Offeror will be responsible to include price or fees to bring onboard subcontractors (*if specified in Section 3.1.2, Technical Proposal*). An Offeror's proposal may not exceed \$250,000.

This will be a firm-fixed price contract. The following information shall be provided:

- a. Total cost for the proposal, including expenses
- b. Cost breakdown for key areas of the services, including the cost for maintaining a confidential database throughout the life of the project, if deemed necessary by the CIIHE Leadership Team.
- c. License cost for core functionality, if any
- d. License cost for additional modules required to provide the functionality mentioned in this RFP, if any
- e. Hourly rate for professional services, including task description.

### **3.1.6 APPENDICES**

Appendix A – Proposal Letter. The Proposal Letter shown in Appendix A shall be signed and dated by an individual authorized to legally bind the Offeror. Evidence shall be submitted showing the individual's authority to bind the Offeror.

Appendix B -- Offeror's Profile. The Offeror's Profile form shown in Appendix B shall be completed in its entirety.

Appendix C – References. Using the form shown in Appendix C, the Offeror must disclose all contracts for similar services performed during the last three (3) years. Points of contact and contact information should be indicated for each contract listed. These will serve as potential

references to be contacted by the RCUH as part of the evaluation of the Offeror's proposal.

**Appendix A**

**PROPOSAL LETTER TO THE RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII**

We propose to provide services for the Research Corporation of the University of Hawaii, for the benefit of \_\_\_\_\_ of the University of Hawaii.

It is understood that this proposal constitutes an offer.

It is understood and agreed that we have read the Research Corporation of the University of Hawaii's specifications described in the RFP and this proposal is made in accordance with the provisions of such specifications. By signing this proposal, we guarantee and certify all items included in this proposal meet or exceed any and all such specifications, and agree to the terms and conditions in all of the documents described in Section 4.6 of the RFP, including Attachments.

If selected, we agree to deliver goods and services which meet or exceed the specifications.

Respectfully submitted,

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
If contract is awarded, the purchase order/payment  
Should be made to

\_\_\_\_\_  
Federal EIN

\_\_\_\_\_  
Remittance Address

\_\_\_\_\_  
City, State, Zip Code

\*Attach to this page: Evidence of authority of the above officer to submit an offer on behalf of the company, giving also, the names and addresses of the other officers of the company.

**Appendix B**

**OFFEROR PROFILE**

*(All items must be provided to be considered)*

Company Name \_\_\_\_\_ Type of Company \_\_\_\_\_

Address \_\_\_\_\_ Total # Full Time Employees \_\_\_\_\_

\_\_\_\_\_ Phone Number \_\_\_\_\_

Email \_\_\_\_\_ Federal ID # \_\_\_\_\_

Company Start Date \_\_\_\_\_ State ID # \_\_\_\_\_

Project Manager / Principal Contact (Attach Bio) \_\_\_\_\_

Assigned Employees (Attach Bios) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**(Attach Additional Listings)**

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Position/Title \_\_\_\_\_

**\*Attach to this page: Resumes for all project team members.**

**Appendix C**

**REFERENCES**

Name of Firm \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Contact Name \_\_\_\_\_ Position \_\_\_\_\_

Telephone Number \_\_\_\_\_ Email Address \_\_\_\_\_

Dates of Services \_\_\_\_\_

Description of Services Provided:

## SECTION 4 – EVALUATION OF PROPOSALS AND BASIS FOR AWARD

### 4.1 EVALUATION OF OFFEROR PROPOSALS

All responsive proposals received by the Closing Date for Receipt of Proposals of 4:00 PM Hawaii Standard Time, July 21, 2023, will be evaluated and scored.

### 4.2 EVALUATION COMMITTEE

A committee, comprised of at least three (3) UH CIIHE representatives, will evaluate and score each proposal submitted after review of all proposals and completion of oral presentations, if required. The committee will submit its evaluations to the Delegated Procurement Officer, who may also be a representative on the committee. The Delegated Procurement Officer will review the RFP and the evaluations before the selection of a Contractor. The firm with the highest score according to the criteria shown in this section shall be awarded the contract.

### 4.3 CRITERIA FOR PROPOSAL EVALUATION AND SCORING METHOD

The scoring and subsequent ranking of each proposal will be based on a scoring method using weighted formulas for technical merit (ability to meet scope of work/schedule), qualifications and expertise, references, price, and other. The total score for each proposal will be on a scale of 0 to 100 points. Five general categories will be used to evaluate the proposals:

<u>Category</u>	<u>Maximum Number of Points per Category</u>
Technical merit	30
Qualifications and expertise	30
References	5
Price	25
Other	10
Total	100

#### 4.3.1 DETAILED EVALUATION FORMULA FOR PROPOSED TECHNICAL APPROACH

Within the above general categories, points will be further divided as follows:

Technical Merit	Maximum Number of Points
Completeness of responses	5
Organization, detail & feasibility	5

Area of specialization appropriate for project	10
Demonstrated ability to adhere to scheduling, provide timely communication and coordination with CIIHE Core Staff, and tailor NHPI community-engaged/community-based research consultation and facilitation to institutional needs	10

<b>Qualifications and Expertise</b>	<b>Maximum Number of Points</b>
Demonstrated competence and professional qualifications necessary to perform NHPI community-engaged/community-based research consultation and facilitation as detailed in Section 2 - Scope of Work	12
Familiarity and relationships with organizations in the Native Hawaiian and Pacific Islander communities pursuant to UH CIIHE's ends as detailed in Section 2 - Scope of Work	10
Background and experience of specific individuals to be assigned to project	8

<b>Other</b>	<b>Maximum Number of Points</b>
Recent experience in successfully performing similar services	5
Number of years performing same or similar services	5

A pricing formula shall be used to allot points based on the Offeror's price and the price of the

lowest bidder.

The References category will be scored by selecting up to 3 of the Offeror's previous or current customers, and factoring their responses to standardized questions, into the evaluation.

#### **4.4 BASIS FOR SELECTION AND AWARD OF AN AGREEMENT FOR SERVICES**

The RCUH will select and attempt to negotiate a mutually acceptable Agreement for Services with the first-ranked Offeror. If this cannot be accomplished within 21 calendar days after initial Selection, the RCUH reserves the right to terminate contract negotiations with the first-ranked Offeror, and may select the second-ranked Offeror for negotiation of a potential award. This process may continue in order of Offeror ranking until a mutually acceptable Agreement for Services is achieved with the RCUH and an award is made to a selected Offeror.

#### **4.5 ORAL PRESENTATIONS**

[Reserved]

#### **4.6 REQUIREMENTS FOR AN AGREEMENT FOR SERVICES WITH THE RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII**

The selected Offeror must submit the following documentation prior to execution of an Agreement for Services with the Research Corporation of the University of Hawaii:

1. Tax clearance from the Hawaii Department of Taxation and the U.S. Internal Revenue Service. *See* Section 1.7 of this RFP.
2. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters, if applicable.
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, if applicable.

Acceptance of an Agreement for Services with the Research Corporation of the University of Hawaii requires acceptance of Attachment B – General Conditions for Services Agreements, Attachment C – Special Conditions for Services Agreements–Federal Provisions, if applicable, and Attachment D – Standards of Conduct Declaration. Necessary forms will be provided to the selected company.



**Attachment A.**

**Notice of Intent to Submit a Proposal**  
(May be sent by email or fax.)

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

Email.: \_\_\_\_\_

- [ ] I acknowledge receipt of Request for Proposal No. \_\_\_\_\_ and my company intends to submit a proposal prior to the Closing Date for Receipt of Proposals. I acknowledge the requirements for a services agreement with the Research Corporation of the University of Hawaii, including submittal of a price proposal; State of Hawaii Department of Taxation and Internal Revenue Service tax clearances; Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters; Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions; Standards of Conduct Declaration; and acceptance of the General Conditions for Services Agreements and the Special Conditions for Services Agreements (Federal Provisions).
- [ ] I acknowledge receipt of Request for Proposal No. \_\_\_\_\_ but my company is not submitting a proposal.

Submitted by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

## **Attachment B. General Conditions for Services Agreements**

1. Coordination of Services by the State. RCUH, or RCUH's designee, shall coordinate the services to be provided by CONTRACTOR in order to complete the Project. CONTRACTOR shall maintain communications with RCUH or the RCUH designee, at all stages of CONTRACTOR's work, and submit to RCUH or the RCUH designee, for resolution, any questions which may arise regarding this Agreement, including but not limited to CONTRACTOR's performance of this Agreement.
2. Relationship of Parties; Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
  - a. In the performance of services required under this Agreement, CONTRACTOR shall be an "independent contractor", with the authority and responsibility to control and direct the performance and details of the work and services required under this Agreement; however, RCUH shall have a general right to inspect work-in-progress to determine whether in RCUH's opinion, the services are being performed by CONTRACTOR in accordance with the provisions of this Agreement. It is understood that RCUH does not agree to use CONTRACTOR exclusively, and that CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with RCUH.
  - b. CONTRACTOR, and CONTRACTOR's employees and agents, shall not be considered agents or employees of RCUH for any purpose, and CONTRACTOR's employees and agents shall not be entitled to claim or receive from RCUH any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to RCUH employees.
  - c. CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of its performance under this Agreement. Furthermore, CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability (if such liability is determined to exist) to CONTRACTOR's employees and agents, and to any individual not a party to this Agreement, for all loss, damage, or injury caused by CONTRACTOR, or CONTRACTOR's employees or agents in the course of their employment.
  - d. CONTRACTOR shall be responsible for payment of all applicable federal, state and county taxes and fees which may become due and owing by CONTRACTOR by reason of this Agreement, including but not limited to (i) income taxes, (ii) employment related fees, assessments and taxes, and (iii) general excise taxes. CONTRACTOR is further responsible for obtaining all licenses, permits, and certificates that may be required by reason of this Agreement, including but not limited to a general excise tax license from the Department of Taxation, State of Hawaii.
  - e. CONTRACTOR shall be responsible for securing any and all insurance coverage for CONTRACTOR and CONTRACTOR's employees and agents which is, or may be, required by law. CONTRACTOR shall further be responsible for payment of all premiums, costs and other liabilities associated with securing said insurance coverage.

3. Personnel Requirements.
  - a. CONTRACTOR shall secure, at CONTRACTOR's own expense, all personnel required to perform the services required by this Agreement.
  - b. CONTRACTOR shall ensure that CONTRACTOR's employees and agents are experienced and fully qualified to engage in the activities and services required under this Agreement, and that all applicable licensing and operating requirements imposed or required under federal, state and county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents, are complied with and satisfied.
4. Nondiscrimination. No person performing work under this Agreement, including any subcontractor, employee or agent of CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state or county law.
5. Subcontracts and Assignments. CONTRACTOR shall not assign or subcontract any of CONTRACTOR's duties, obligations, or interests under this Agreement without the prior written consent of RCUH. Additionally, no assignment by CONTRACTOR of CONTRACTOR's right to compensation under this Agreement shall be effective unless and until the assignment is approved in writing by RCUH, and a tax clearance is submitted by the assignee. RCUH must also approve, in writing, all other assignment or subcontract agreements entered into by CONTRACTOR's assignees and subcontractors, prior to execution.
6. Conflict of Interest. CONTRACTOR represents that neither CONTRACTOR, nor any employee or agent of CONTRACTOR, presently has any interest (and promises that no such interest, direct or indirect, shall be acquired), which would or might conflict in any manner or degree with the performance of CONTRACTOR's services under this Agreement.
7. Modifications of Agreement. Any modification, alteration, amendment, change, or extension to any term, provision, or condition of this Agreement shall be made only by written amendment to this Agreement, signed by CONTRACTOR and RCUH. No modification, alteration, amendment, change or extension to any term, provision, or condition of this Agreement, signed by any persons, including the University of Hawaii, shall be binding on RCUH unless signed by an authorized official of RCUH.
8. Suspension of Agreement. RCUH reserves the right at any time and for any reason to suspend all or any part of the performance required by this Agreement for any reasonable period, upon written notice to CONTRACTOR. Upon receipt of said notice, CONTRACTOR shall immediately comply with said notice and suspend all such work under this Agreement at the time stated.
9. Termination of Agreement for Default.
  - a. If CONTRACTOR breaches this Agreement by failing to satisfactorily fulfill in a timely or proper manner CONTRACTOR's obligations under this Agreement, or failing to perform any of the promises, terms, or conditions of this Agreement, RCUH shall have the right to terminate this

Agreement in whole or in part, by giving written notice to CONTRACTOR at least seven (7) calendar days (or any longer time as specified by RCUH in writing) before the effective date of termination. The notice shall provide CONTRACTOR with an opportunity to cure its default or take satisfactory corrective action within the seven (7) days (or other longer time as specified by RCUH). In the case of a partial termination, CONTRACTOR shall continue performance of this Agreement to the extent it is not terminated.

- b. CONTRACTOR shall, within four (4) weeks of the effective date of such termination (or within four (4) weeks of the scheduled expiration of the time of performance specified in this Agreement, whichever is earlier), compile and submit in an orderly manner to RCUH an accounting of the work performed up to the effective date of termination or expiration. In such event, CONTRACTOR shall be paid for the actual cost of the services rendered, but in no event more than the total compensation payable to CONTRACTOR under this Agreement.
- c. As of the date of termination provided in the notice, CONTRACTOR shall incur no further obligations in connection with the terminated performance, and CONTRACTOR shall stop performance to the extent specified. CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance, subject to RCUH's approval. RCUH may choose to direct CONTRACTOR to assign CONTRACTOR's right, title, and interest under terminated orders or subcontracts to RCUH.
- d. CONTRACTOR shall not be relieved of liability to RCUH for damages sustained because of any breach by CONTRACTOR of this Agreement, including but not limited to RCUH's procurement of similar goods and services in a manner and upon terms deemed appropriate by RCUH. In such an event, RCUH may retain any amounts which may be due and owing to CONTRACTOR until such time as the exact amount of damages due to RCUH from CONTRACTOR has been determined. RCUH may also set off any damages so determined against the amounts retained.
- e. Upon termination of this Agreement (or upon the scheduled expiration of the time of performance specified in this Agreement, whichever is earlier), all finished and unfinished material prepared by CONTRACTOR shall, at RCUH's option, become RCUH's property and, together with all material, if any, provided to CONTRACTOR by RCUH, shall be delivered and surrendered to RCUH on or before the expiration date or date of termination. For purposes of this Agreement, "material" includes but is not limited to any information, data, reports, summaries, tables, maps, charts, photographs, films, graphs, studies, recommendations, program concepts, titles, scripts, working papers, files, models, audiotapes, videotapes, computer tapes, cassettes, diskettes, documents, and records developed, prepared, or conceived by CONTRACTOR in connection with this Agreement, or furnished to CONTRACTOR by RCUH. Additionally, CONTRACTOR shall take timely, reasonable, and necessary action to protect and preserve property and materials in the possession of CONTRACTOR, in which RCUH has an interest.

10. Termination of Agreement for Convenience.

- a. RCUH may terminate this Agreement without statement of cause at any time, in whole or in part, by giving written notice to CONTRACTOR of such termination at least thirty (30) calendar days before the effective date of such termination. In the event of a partial termination, CONTRACTOR shall continue performance of this Agreement to the extent it is not terminated.
  - b. Upon termination of this Agreement, CONTRACTOR shall, within four (4) weeks of the effective date of such termination, compile and submit in an orderly manner to RCUH an accounting of the work performed up to the effective date of termination. In such event, CONTRACTOR shall be paid for the actual cost of the services rendered, but in no event more than the total compensation payable to CONTRACTOR under this Agreement.
  - c. As of the date of termination provided in the notice, CONTRACTOR shall incur no further obligations in connection with the terminated performance, and CONTRACTOR shall stop performance to the extent specified. CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance, subject to RCUH's approval. RCUH may choose to direct CONTRACTOR to assign CONTRACTOR's right, title, and interest under terminated orders or subcontracts to RCUH.
  - d. All finished and unfinished material prepared by CONTRACTOR shall, at RCUH's option, become RCUH's property and, together with all material, if any, provided to CONTRACTOR by RCUH, shall be delivered and surrendered to RCUH on or before the date of termination. For purposes of this Agreement, "material" includes but is not limited to any information, data, reports, summaries, tables, maps, charts, photographs, films, graphs, studies, recommendations, program concepts, titles, scripts, working papers, files, models, audiotapes, videotapes, computer tapes, cassettes, diskettes, documents, and records developed, prepared, or conceived by CONTRACTOR in connection with this Agreement, or furnished to CONTRACTOR by RCUH. Additionally, CONTRACTOR shall take timely, reasonable, and necessary action to protect and preserve property and materials in the possession of CONTRACTOR, in which RCUH has an interest.
11. Compliance with Laws. CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, which in any way affect CONTRACTOR's performance of this Agreement.
  12. Indemnification and Defense. CONTRACTOR shall defend, indemnify, and hold harmless RCUH, the University of Hawaii, the State of Hawaii, and the Project, and their respective officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees and costs, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of CONTRACTOR or CONTRACTOR's employees, officers, agents, or subcontractors, occurring during or in connection with the performance of CONTRACTOR's services under this Agreement. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Agreement.

13. Disputes. No dispute arising under this Agreement may be sued upon by CONTRACTOR until after CONTRACTOR's written request to RCUH to informally resolve the dispute is rejected, or until ninety (90) days after RCUH's receipt of CONTRACTOR's written request, whichever occurs first. While RCUH considers CONTRACTOR's written request, CONTRACTOR agrees to proceed diligently with the provision of services necessary to complete the scope of services described in Attachment 1.
14. Confidentiality of Material.
  - a. All material given to or made available to CONTRACTOR by virtue of this Agreement, whether oral or written, and which is identified as proprietary or confidential information, will be safeguarded by CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of RCUH.
  - b. All information, data, or other material provided by CONTRACTOR to RCUH, which is identified as proprietary or confidential, shall be kept confidential to the extent permitted by law.
15. Ownership and Intellectual Property Rights.
  - a. Physical Material. The University of Hawaii shall have complete ownership of all physical material, both finished and unfinished, which is acquired, developed, prepared, or assembled by CONTRACTOR pursuant to this Agreement, unless the provisions of the Project's Prime Award (grant/contract awarded directly by the federal government), if any, requires that title to physical material vest in another party. If determined by RCUH to be necessary, CONTRACTOR and RCUH shall execute any and all documents necessary to establish the University of Hawaii or other required party as the owner of the material, without the need for any additional consideration.
  - b. Patentable Inventions.
    - i. Rights to Patentable Inventions. The rights to patentable inventions shall be determined in accordance with the provisions of the Project's Prime Award, if any. If the Prime Award is subject to the applicable regulations governing patents and inventions incorporated in 37 CFR 401, the term "subcontractor" shall be substituted for "contractor" throughout 37 CFR 401, unless the context of the clause requires otherwise. It is intended that 37 CFR 401 shall apply to CONTRACTOR in such a manner as is necessary to: (1) reflect the position of CONTRACTOR as a subcontractor to RCUH, (2) insure CONTRACTOR's rights under 37 CFR 401 and its obligations to RCUH, the Project, and the United States government, and (3) enable the Project to meet its obligations under its Prime Award. In the absence of ownership provisions in the Prime Award, or if the Project is supported by other funds, the ownership of patentable inventions developed pursuant to this Agreement will be determined under applicable U.S. law. If determined by RCUH to be necessary, CONTRACTOR and RCUH shall execute any and all documents necessary to establish the rights to the patentable inventions, without the need for any additional consideration.

- ii. Licensing of Patentable Inventions. CONTRACTOR agrees to grant and hereby does grant to the University of Hawaii an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, make, have made, and distribute any patentable invention first conceived or reduced to practice in the performance of this Agreement.
  - c. Copyrights. The University of Hawaii shall have complete ownership of all copyright material (including but not limited to any computer software and its documentation and/or databases) that is developed or prepared by CONTRACTOR for RCUH pursuant to this Agreement, and all such material shall be considered "works-made-for-hire." All such material shall be delivered to RCUH upon expiration or termination of this Agreement. CONTRACTOR, however, may use thereafter any ideas and techniques that may be embodied in such works. To the extent the material is not recognized as a "work-made-for-hire" as a matter of law, CONTRACTOR hereby assigns to the University of Hawaii any and all copyrights in and to the material. If determined by RCUH or the University of Hawaii to be necessary, CONTRACTOR, the University of Hawaii, and RCUH shall execute any and all documents necessary to establish the University of Hawaii as the owner of the material, without the need for any additional consideration.
- 16. Publicity. CONTRACTOR shall not refer to RCUH, the University of Hawaii, the Project, or any office, agency, or officer thereof, or to the services provided pursuant to this Agreement, in any of CONTRACTOR's brochures, advertisements, or other publicity of CONTRACTOR. All media contacts with CONTRACTOR about this Agreement shall be referred to RCUH.
- 17. Payment Procedures; Final Payment. All payments under this Agreement shall be made only upon (a) submission by CONTRACTOR to RCUH of original invoices specifying the amount due and certifying that services requested under this Agreement have been performed by CONTRACTOR according to this Agreement, and (b) satisfactory performance as determined by RCUH and as specified in Attachments 1, 2, and 3.
- 18. Tax Clearance. Final payment under this Agreement shall be subject to Section 103-53 of the Hawaii Revised Statutes, which requires a tax clearance from the Hawaii Department of Taxation and the U.S. Internal Revenue Service, stating that all delinquent taxes, if any, levied or accrued against CONTRACTOR have been paid. A tax clearance is required on final payment for agreements of \$25,000 or more. In addition to obtaining a tax clearance prior to final payment, CONTRACTOR is required to obtain a tax clearance from the Hawaii Department of Taxation and the U.S. Internal Revenue Service prior to the execution of this Agreement, if \$25,000 or more.
- 19. Governing Law, Jurisdiction and Venue. The validity of this Agreement and any of its terms and/or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Agreement shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.
- 20. Notices. Any written notice required to be given by a party to this Agreement shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid, to RCUH at its address, and to CONTRACTOR at its address, as indicated in this Agreement. A notice shall be deemed to have been received by the recipient three (3) days after mailing or at the time of actual receipt, whichever is earlier.

21. Severability. In the event that any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Agreement, provided that the remaining terms and conditions of this Agreement remain legal and enforceable.
22. Waiver. The failure of RCUH to insist upon strict compliance with any term, provision or condition of this Agreement shall not constitute or be deemed to constitute a waiver or relinquishment of RCUH's right to enforce the same in accordance with this Agreement.
23. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.
24. Federal Provisions. If federal funds are expended under this Agreement, CONTRACTOR shall comply with the applicable provisions of Attachment C.



## **Attachment C. Special Conditions for Services Agreements**

### **FEDERAL PROVISIONS**

1. If federal funds (under a federal grant) are expended under this Agreement, CONTRACTOR shall comply with the applicable provisions of RCUH [Attachment 32a](#).
2. If federal funds (under a federal prime contract) are expended under this Agreement, CONTRACTOR shall comply with the applicable provisions of RCUH [Attachment 32b](#).
3. If federal funds (under a cost-type prime cost reimbursable contract) are expended under this Agreement, and CONTRACTOR is a commercial entity in possession of government property, CONTRACTOR shall comply with the applicable provisions of RCUH [Attachment 32c](#).
4. If federal funds (under a cost-type prime cost reimbursable contract) are expended under this Agreement, and CONTRACTOR is an educational or nonprofit entity in possession of government property, CONTRACTOR shall comply with the applicable provisions of RCUH [Attachment 32d](#).

The aforementioned federal provisions can be found at: <https://www.rcuh.com/document-library/2-000/>.

## Attachment D. Standards of Conduct Declaration

For purposes of this declaration:

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

“Employee” means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the Constitutional Convention, but excluding legislators, delegates to the constitutional convention, justices and judges. References to “Employee”, below, includes all State of Hawai'i employees, including RCUH and UH employees. (HRS § 84-3).

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

1. CONTRACTOR ( is) ( is not) a legislator, an Employee, or a business in which a legislator or employee has a “Controlling interest”. (HRS § 84-15(a)).
2. CONTRACTOR ( is) ( is not) a UH or RCUH employee. (2 C.F.R. § 200.459 Professional service costs).
3. CONTRACTOR has not been, and will not be, represented or assisted personally on matters related to this Agreement by an individual who has been an employee of RCUH or UH within the preceding two years, and who participated while so employed in the matter with which this Agreement is directly concerned. (HRS § 84-15(b)).
4. CONTRACTOR *has not* been assisted or represented by a legislator or Employee for a fee or other compensation to obtain this Agreement, and *will not* be assisted or represented by a legislator or Employee for a fee or other compensation in the performance of this Agreement, if the legislator or Employee was involved in the development or award of this Agreement. (HRS § 84-14(d)).
5. CONTRACTOR has not been, and will not be, assisted or represented by an employee of RCUH or UH for a fee or other compensation.
6. CONTRACTOR has not been, and will not be, represented on matters related to this Agreement, for a fee or other consideration by an individual who, within the past twelve (12) months, served as a legislator or Employee, and participated while a legislator or Employee on matters related to this Agreement. (HRS §§ 84-18(b) and (c)).
7. CONTRACTOR has not been, and will not be, represented by a former employee of RCUH or UH for a fee or other compensation, where that former employee served as an employee of RCUH or UH within the past twelve (12) months.

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

CONTRACTOR

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By

Its

(Title)

Date

\* Reminder to the Project. If the "(is)" in No. 1 and/or 2 above is selected: (a) contact RCUH Procurement prior to executing this Agreement; and (b) if this Agreement involves goods or services of a value in excess of \$10,000, this Agreement must have been awarded by a competitive sealed bid or proposal. Otherwise, the Project may not enter into this Agreement unless it posts a notice of intent to award this Agreement and files a copy of the notice with the Hawaii State Ethics Commission at least 10 days before this Agreement is awarded. (HRS § 84-15(a)).

## **Attachment D. Insurance Requirements**

Contractor shall maintain Commercial General Liability insurance acceptable to RCUH in full force and effect throughout the term of the Agreement. The policy or policies of insurance maintained by the Contractor shall provide a minimum Combined Single Limit Coverage (bodily injury and property damage) in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate per policy year. Insurance shall be in force the first day of the term of the Agreement.

Workers' Compensation/Employers' Liability Insurance – Contractor shall maintain workers' compensation insurance for all persons whom they employ in carrying out the work under the Agreement, in amounts sufficient to meet the Hawaii statutory limits and/or the legal requirements in all other jurisdictions where work will be performed. Contractor shall maintain the following minimums for Employers' Liability: (1) Bodily Injury by Accident, \$1,000,000 (each accident); (2) Bodily Injury by Disease, \$1,000,000 (policy limit); and (3) Bodily Injury by Disease, \$1,000,000 (each employee).

Auto Liability Insurance – Contractor shall maintain Auto Liability Insurance covering all owned, non-owned and hired autos with coverage of not less than \$1,000,000 per occurrence for Bodily Injury (per person); not less than \$1,000,000 per occurrence for Bodily Injury (per accident); and not less than \$1,000,000 per occurrence for Property Damage. The required limit of insurance may be provided by a single policy or with a combination of primary and excess policies.

Each insurance policy and COI required by the Agreement shall:

- a. Provide that any insurance maintained by RCUH will apply in excess of, and not contribute with, insurance provided by the Contractor's policy.
- b. Name RCUH, the State of Hawaii, and the University of Hawaii as additional insureds with respect to operations performed for the University of Hawaii and RCUH.
- c. Waive all rights of subrogation in favor of RCUH, the State of Hawaii, and the University of Hawaii.

Clauses a and b are waived for any professional liability (errors and omissions) insurance, and workers' compensation.

Contractor shall ensure that all its subcontractors also obtain and comply with all the above insurance requirements and limits, to cover all work performed.

Contractor is required to notify RCUH of any changes to Contractor's insurance policies or any cancellation of insurance at least THIRTY (30) days prior to the change or cancellation.

All insurance described herein shall be primary and cover the insured for all work to be performed under the Agreement, all work performed incidental thereto or directly or indirectly connected therewith.

Contractor agrees to deposit with RCUH, on or before the effective date of the Agreement, certificates of insurance necessary to satisfy RCUH that the insurance provisions of the Agreement have been complied with and to keep such insurance in effect and the certificates therefore on deposit with RCUH during the entire term of the Agreement.

RCUH shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of RCUH, the insurance provisions in the Agreement do not provide adequate protection for RCUH, RCUH may require Contractor to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. RCUH's requirements shall be reasonable but shall be designed to assure protection from and against the kind and extent of the risks which exist at the time a change in insurance is required.

RCUH shall notify Contractor in writing of changes in the insurance requirements; and if Contractor does not deposit copies of acceptable insurance policies with RCUH incorporating such changes within TEN (10) days of receipt of such notice, this Agreement shall be in default without further notice to Contractor and RCUH shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of the Agreement. Notwithstanding said policy or policies of insurance, Contractor shall be obligated for the full and total amount of any damage, injury, or loss arising from its acts or omissions with respect to the Agreement.