

# **REQUEST FOR PROPOSAL**

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

**Pacific Basin Telehealth Resource Center Website  
Design/Redesign Project  
(RFP# PBTRC2022-001)**

for the

Coronavirus Telehealth Resource Center  
Social Sciences Research Center  
Pacific Basin Telehealth Resource Center  
University of Hawaii  
Honolulu, Hawaii

January 14, 2022

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This RFP contains 40 pages.

## Notice to Offerors

### **RFP Availability**

A copy of the Request for Proposal (RFP) Pacific Basin Telehealth Resource Center Website Design/Redesign Project RFP# PBTRC2022-001 is available on the website:  
<https://procurement.uhtasi.org>.

### **Questions About the RFP**

All questions about the RFP must be directed to Dr. Christina Higa at [tasiadmin@uhtasi.org](mailto:tasiadmin@uhtasi.org).  
Closing Date for Receipt of Offeror Questions is 3:00 PM (Hawaii Standard Time), January 18, 2022.

### **Closing Date for Receipt of Proposals**

Completed proposals must be received no later than 3:00 PM (Hawaii Standard Time), January 28, 2022 at the address listed in Section 1.10 of this RFP. Offerors may be required to give an oral presentation (if short-listed) tentatively scheduled February 2-3, 2022. Only emailed submissions will be accepted, and 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 submission 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  
2800 Woodlawn Drive, Suite 200  
Honolulu, HI 96822

## **Section 1 - Administrative Overview**

### **1.1 Project Summary**

The University of Hawai'i, Pacific Basin Telehealth Resource Center (PBTRC) is accepting proposals to redesign its existing website and to provide training on the maintenance of the website. The purpose of this RFP is to provide a fair evaluation for all candidates, and to provide candidates with evaluation criteria against which they will be judged.

The Pacific Basin Telehealth Resource Center (PBTRC) website was designed and produced in 2012. Minor modifications have been completed by the PBTRC staff to a few key pages in 2020 and 2021. The PBTRC would like to redesign its website as described in the RFP. The website can be found at: <https://www.pbtrc.org>.

### **1.2 Background - About PBTRC**

The Pacific Basin Telehealth Resource Center (PBTRC) is an affiliation of the 14 Telehealth Resource Centers funded individually through cooperative agreements from the Health Resources & Services Administration (HRSA), Office for the Advancement of Telehealth. This website was made possible by grant G22RH20213 from the Office for the Advancement of Telehealth/Health Resources and Services Administration/HRSA.

#### ***PBTRCs Vision***

Provide cost effective access to connected, high quality, health care services for all people.

#### ***PBTRCs Goals***

The PBTRC is committed to expanding the availability of healthcare to underserved populations via telehealth. The PBTRC will serve as a Telehealth information resource and a Telehealth community-building organization. The PBTRC goal is to assist in the development of existing and new Telehealth networks and offer education, training, strategic planning and background information regarding Telehealth technology, medical information technology infrastructure, mobile health applications, and Telehealth creation, growth and maintenance.

### **1.2 Schedule of Key Dates (Timeline)**

Project timeline is subject to change, within reason, if agreed to in writing by all parties. It is expected that the successful vendor will be able to begin Phase 1 - the development (working alongside the PBTRC team) of the website redesign as soon as the Agreement for Services is fully executed by all parties; and implement (go-live) by or prior to the end of the Phase 1 period (on or before March 31, 2022). Phase 2 will begin March 14, 2022 and the vendor will provide the PBTRC team with training on maintaining and updating the website within that period. The vendor shall provide written documentation of systems/technical and design elements, updates, training, changes of the website.

### ***RFP and Award***

<b>Description</b>	<b>Date/Time</b>
Date of Notice (RFP Issued)	January 14, 2022
<i>Closing Date for Receipt of Offeror's Attachment A (Notice of Intent to Submit a Proposal)</i>	Not Applicable
<i>Closing Date for Receipt of Offeror Questions</i>	January 18, 2022, 3 pm HST
<i>Closing Date for Posting Responses to Questions</i>	January 19, 2022, 3 pm HST
<i>Closing Date for Receipt of Proposals</i>	January 28, 2022 3 pm HST
<i>Proposal Review Period</i>	January 31-February 1, 2022
Interviews/Demonstrations	February 2-3, 2022
<i>Date of Contractor Selection and Award</i>	February 4, 2022
<i>Services Start Date (Tentative)</i>	February 7, 2022

### ***Project Timeline***

<b>Description</b>	<b>Date/Time</b>
Phase 1 - Development and Implementation	February 7 – March 31, 2022
Phase 2 – Maintenance and Training	March 14 – March 31, 2022

### 1.3 Budget

The budget for this project is \$30,000 to include Phase 1 and Phase 2.

- Phase 1 - Re-Design, development, and launch of the PBTRC website
- Phase 2 - Provide documentation, maintenance and trouble-shooting for 2 weeks; and provide training to PBTRC team to maintain and update the website after the project/contract.

### 1.4 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, <https://procurement.uhtasi.org/>. **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.**

### 1.5 Questions by Offerors and Potential Offerors to RCUH

All questions by Offerors or potential Offerors should be submitted in writing via email to **Christina Higa** using the address, [tasiadmin@uhtasi.org](mailto:tasiadmin@uhtasi.org). RCUH reserves the right to only respond to questions regarding proposal requirements, contents, and details, that are received by 3 PM, HST January 18, 2022. All received questions and responses will be posted by January 19, 2022 by 3 PM HST on the website, <https://procurement.uhtasi.org/>.

The website referred to in the preceding paragraph will be unsecured (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.

### 1.6 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.

### 1.7 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.

### 1.8 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 [Hawai'i Compliance Express \(ehawaii.gov\)](http://ehawaii.gov) 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.

### **1.9 Preparation Costs**

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

### **1.10 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 non-confidential portion of the proposal.

### **1.11 Submission of Proposals**

Offerors may submit proposals by email. 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. 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.

Email address: [tasiadmin@uhtasi.org](mailto:tasiadmin@uhtasi.org)

### **1.12 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.

### **1.13 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.

## **1.14 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.

## **1.15 Opening of Proposals**

Proposals will be opened after 3 P.M. Hawaii Standard Time, on the closing date Section 1.2, 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.

## **1.14 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

## **1.15 References**

The Offeror must disclose all contracts for similar services for the last 2 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 years. The results of discussions with the references will be used to score the proposal, as described in Section 4 of this RFP.

## **1.16 Selection of 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.

## **1.17 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.

### **1.18 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.

### **1.19 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.

### **1.20 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.

### **1.21 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.

### **1.22 Procurement Officer**

This RFP is issued by the Research Corporation of the University of Hawaii, on behalf of the University of Hawaii, Pacific Basin Telehealth Resource Center. The Delegated Procurement Officer responsible for overseeing the RFP process and Agreement for Services is Christina Higa that will be overseeing the entire RFP process (e.g., reviewing/evaluating the proposals, selecting the committee members, selecting the vendor, etc.).

## Section 2 - Statement of Work / Project Scope

### 2.1 Purpose, Goal and Objectives, and Additional Information

#### 2.1.1 Purpose

The University of Hawai'i, Pacific Basin Telehealth Resource Center (PBTRC) is seeking proposals to update the appearance, structure, functionality and presentation of its current website (desktop and mobile). Besides edits to text and some addition of content, the existing site has had minor changes since its inception.

The site is currently hosted on WordPress on an internal server. On average, the site has 670 visitors per month. Our service population includes healthcare providers in Hawaii and the US Pacific Islands. These includes those with access to broadband high-speed internet and those with limited internet capacity. The website should consider all types of users yet maintaining an eye-catching, appealing, and interactive design.

Telehealth is an evolving field and new updated information is available constantly. This would require the PBTRC website to be easily organized, categorized, searchable, updated and kept up-to-date with new information regularly. The PBTRC website should be built on a platform that can easily be updated and maintained by non-technical support staff.

#### 2.1.2 Goals and Objectives

It is one of the goals of the PBTRC to engage website visitors to ensure that they utilize the resources that are available and/or easily able to contact us for additional information. To accomplish this, the website must be (including but not limited to):

- **Visually pleasing/appealing**
  - Aesthetically pleasing
  - Include modern/up-to date graphics/icons that are recognized/universal
  - Using similar color scheme in creative ways
  - Adding a unique and overall Pacific Island feel
- **Functional - Easily navigable and intuitive**
  - Quick to load and operate
  - Organized resources that are easier to find on desktop and mobile site
  - Have a better flow and an intuitive organization that allows users to easily access/find information
  - Ease of use - users can easily navigate throughout the website and find resources (desktop and mobile viewing)
  - Integrate with PBTRCs social media platforms (optional)
- **Safety and Security**
  - Site must comply with security standards for secure (HTTPS) websites
  - Site should be safe and secure for users and viewers
- **Maintenance and updates**
  - We would like the website to be easily updated and maintained by our personnel

In addition to these, we want to see:

- Increased engagement
- Increased page views
- Quick to load, operate, and maintain
- Must meeting Digital Communications guidelines for DHSS that can be found here: <https://www.hhs.gov/web/index.html>

### 2.1.3 Audience, and Website Examples

#### Audience

The PBTRC website is primarily geared towards health care providers, patients, payers, policymakers, and other audiences interested in Telehealth. As the resource center for Hawai'i and the U.S.-Affiliated Pacific Islands, we are focused on providing telehealth resources and information that are relevant to our region. These includes those with access to broadband high-speed internet and those with limited internet capacity. The website should consider all types of users yet maintaining an eye-catching, appealing, and interactive design.

The PBTRC receive technical assistance questions and requests from healthcare providers looking for the how-to, next-steps or offering telehealth services in Hawai'i, the US Affiliated Pacific Islands, out-of-state or even international countries. The PBTRC team would research and provide resources related to Federal and State licensure laws on practicing telehealth; best practices, workflows, and unique considerations for specialties. In all these instances, it requires links to external resources and existing websites which should be organized in a way that is easily navigable and identifiable.

The PBTRC is committed to building new partnerships and collaborations with governments, government agencies, health systems, non-profit organizations, and other similar entities who share our goals. Many of the projects and programs we lead and participate in have resulted from the strength of these partnerships and we would like our website to reflect this.

Overall, we would like our website to be a reliable telehealth resource for our region by offering relevant, up-to-date information and resources. It should be reflective of the current telehealth landscape.

#### Website Examples

Some examples of websites we would like to reimagine would be other TRC region's websites such as,

- California Telehealth Resource Center (CalTRC) <https://www.caltrc.org/>
- Great Plains Telehealth Resource and Assistance Center (gpTRAC) <https://www.gptrac.org/>
- Pacific Islands Primary Care Association (PIPCA) <https://pacificislandspca.org/>

[Am. Samoa Department of Commence https://www.doc.as.gov/](https://www.doc.as.gov/) ([accessibility best practices features](#)) We like the simplicity of these interfaces as well as the clearly stated tab markers. The CalTRC website stays consistent with legible fonts, color contrasting and modern aesthetic. We are looking to capture something similar, but emphasizing the beauty and diversity of the Pacific.

Another specific feature we liked about the Pacific Islands Primary Care Association website is the time zones conversion clock. This is something that we will want to include on our homepage as well.

## 2.2 Design Requirements

The PBTRC encourages creativity in the proposals submitted, but there are certain requirements for the website project. Your proposal must account for all of these requirements:

- Site must be compatible with current and one (1) previous version of Internet Explorer/Edge, Firefox, Chrome and Safari browsers.
- The site must be developed with responsive web design, including mobile (Android and iPhone) compatibility and HTML5.
- If WordPress is selected in the proposal for the web site (including all pages as part of the pbtrc.org domain), it must allow for plugins to be installed by web site administrators and assigned PBTRC users.
- 3rd party plug-ins must have the required license, technical support (and software) for maintenance and updates during the period of this project/contract. In addition, ensure that the plug-in is actively maintained by its developer, routinely updated for vulnerability and security risks and positive track record.
- The website must allow for multiple user accounts to access the site concurrently to update content and make changes as need.
- The website must allow for different user accounts with customizable and administrative access
- The site must be built in accordance with the latest Web Content Accessibility Guidelines (WCAG 2.0 standards or later) to address ADA access requirements and should also be easily accessible to the novice as well as the experienced Internet user. You can find those here <https://www.w3.org/WAI/standards-guidelines/wcag/>.
- The web site must be designed with a balance of text and graphics such that each page loads in a way that is acceptable to the typical user having an average home Internet connection speed.
- Media files must be optimized for end-user consumption and site load time.
- Links within the website must all be crawlable for website searching and discovery

Additional design requirements/requests:

- SEO Keyword analysis
  - The site should provide for search engine optimization to allow the highest possible ranking of the individual pages within the site from all major search providers, including but not limited to Bing, Google, MSN Search and Yahoo! within the Pacific region;
  - Access to the SEO analysis data and configuration must be made available to PBTRC users for reports.

- Browser/device compatibility - The site must be clean and attractive, with a mix of text and graphics. Visually, the site should be modern, distinctive, memorable, and engaging. It should fit as close to a single displayed page on a typical size monitor as possible; and be accessible and functioning in mobile devices.
- Each section of the site should have a common look and feel.
  - The site should be easy to navigate, where information is grouped and presented in a logical manner with a minimal number of levels needed for the user to find the desired information. The navigation design should complement the capabilities of touch enabled, mobile devices.
- About Us page
  - Add page that describes PBTRC and it's Vision, Goals, and "What we do"
  - Our team page - update and re-vamp the team page. Possibly add contact information and additional description of roles
- RSS feed with telehealth news. The PBTRC must have access to update, change and modify the selection of RSS feeds chosen.
- Easily editable "posts" section on page for updates
  - Include templates that incorporate into the content management system that will permit both technical and non-technical PBTRC staff to update website. Once the site has been completed and accepted by PBTRC, the site will be maintained centrally by the PBTRC team. This should be kept in mind when selection the tools that are included.
  - Provide documentation that outlines operation and maintenance process
- Convert and revamp substantial amounts of existing content to new website.
- Provide search capabilities using key words or phrases that will identify content throughout the site and optimize Google searches. Include recommended searches.
- Frequently Asked Questions
- Photo Gallery - include a photo gallery that can be easily added to, and modified by PBTRC users.
- Homepage interaction
- Quick start guide to resources
- Web forms must include the following:
  - Contact form that forwards to [pbtrc@uhtasi.org](mailto:pbtrc@uhtasi.org)
  - Newsletter sign-up form to sign up for monthly newsletter
  - Compatible with MailChimp integration.
  - Spam filtering
  - Captcha
- Events calendar
  - Compatible with MailChimp integration.
- Resource repository

- Sitemap

## 2.3 Project Phases

### Phase 1- Re-Design, development, and launch of the PBTRC website

#### Re-Design

1. Functional Specifications
  - a. Define access requirements
  - b. Detail User Experience (UX) design and how the website will operate
  - c. Specify all deliverables
  - d. Set specific milestones
  - e. Set estimated timeline
2. Design Site Layout
  - a. Organize site structure
  - b. Develop sitemap
  - c. Determine all of the templates needed for various functions
  - d. Determine a look and feel for the site, including color schemes, graphic elements and navigation tools
3. Mock-up Templates
  - a. Create visual models of how the user interfaces will operate
  - b. External web pages

#### Development

1. Installation
  - a. Install web applications
  - b. Install objects and components
2. Create user interface templates for staff to add, change or delete content
3. Testing
  - a. Develop user testing
  - b. Usability testing
  - c. Stress testing
  - d. Load testing
4. Document Conversion – Convert current site pages and modify for new layout  
Implementation

#### Go Live – Replace current site with new site and maintenance or train PBTRC Team

## **Phase 2 - Maintenance and Training**

Provide maintenance during the go-live date; and train PBTRC team on maintenance of the website.

1. Maintenance - provide two weeks (March 14 – 31, 2022) troubleshooting and maintenance period; and if there are any required technical changes/modifications/fix, such will NOT incur additional charges.
2. Train staff
  - a. Provide training to three applicable staff personnel
  - b. Provide documentation that outlines maintenance process
3. Support
  - a. Provide support documentation
  - b. Process for obtaining and installing updates

## **Section 3 - Proposal Requirements**

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 Executive Summary**

Offeror shall submit an Executive Summary outlining the key elements of the proposal.

### **3.2 Technical Proposal**

Proposal must address the issues that have been described in Section 2. Specifically, the proposals should include the following:

- Describe your understanding of our current website challenges.
- Summarize your proposed solution, and how your solution will resolve our current website challenges.
- Project Management Tools – Your process for tracking and documenting project status.
- Deliverables – Outline the products and/or services that will be delivered; and tie them to the challenges and/or issues the PBTRC website currently faces.
- User Training and Support – Provide details on the user training and support included for our team along with the training support format (i.e., onsite/in-person, live web, chat, email, phone-based, hard copy, other documentation, etc.).
- Hardware – List any hardware necessary to host and/or support the proposed solution. Also list any recommended configurations for a robust and reliable environment. Include hardware redundancy and/or disaster recovery recommendations.
- Payment – Include any requirements or preferences regarding invoicing and payment.

### **3.3 Schedule**

- Schedule – Provide the suggested project schedule detailing the time required for each major step or phase of the project. Please provide a general overview of the website build process end-to-end.

### **3.4 Qualifications And Expertise**

- Company Overview – Tell us about your company, your experience in web design and production for projects similar to ours, and your experience in working with clients in

higher education. Provide links to your agency website, online portfolios, and social media.

- Team – Identify the team who will work on this project. Include name, title/role, and brief background/experience of each. Include subcontractors if applicable.
- References – Provide a list of 3-4 references (at least two in higher education, and/or health systems) who can attest to services requested in this RFP. Please include contact information and a brief description of work done for those clients. Examples and/or website addresses would be helpful.

### **3.5 Price Proposal**

- Provide a summary of pricing for the proposed services and products. Please ensure to include all costs associated with your proposals. Indicate clearly (where/if) applicable OPTIONAL and/or ADD-ON Costs.
- Solutions Menu with Pricing – Based on the elements included in the Project Scope/Objective section, tell us about your proposed solution in terms of creative design strategy, methodology, plan, and other important aspects of the redesign process. Include all project phases and tasks, along with a line-item breakdown of costs.
- Optional offer: Cost for providing continued maintenance (monthly Cost)

### **3.6 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 2 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 [Reserved]**

**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 (Criteria for Selection)

### 4.1 Evaluation Of Offeror Proposals

All responsive proposals received by the Closing Date for Receipt of Proposals of 3PM Hawaii Standard Time, January 28, 2022 will be evaluated and scored.

### 4.2 Evaluation Committee

A committee, comprised of at least three (3) 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. Four general categories will be used to evaluate the proposals:

<b>Category</b>	<b>Maximum Number of Points per Category</b>
Technical merit	40
Qualifications and expertise	15
References	10
Price	35
<b>Total</b>	<b>100</b>

#### 4.3.1 Detailed Evaluation Formula For Proposed Technical Approach

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

<b>Technical Merit</b>	<b>Maximum Number of Points</b>
<i>Appearance</i>	<i>10</i>

<i>Functionality and Organization</i>	10
<i>Meet Specifics and Requirements</i>	20

<b>Qualifications and expertise</b>	<b>Maximum Number of Points</b>
Years in business	5
Experience with high ed, and/or health sector	10

<b>References</b>	<b>Maximum Number of Points</b>
Background	10

<b>Price</b>	<b>Maximum Number of Points</b>
Lowest Price	35

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 3-4 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**

A short list of vendors will be selected to move on to the final evaluation, the oral presentations. The project requires vendors that will be able to translate and project the message of the PBTRC project/program to the public.

#### **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, and **Attachment E** – Insurance Requirements, if applicable. 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

---

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 E. Insurance Requirements**

Awardee shall maintain Commercial General Liability insurance acceptable to RCUH in full force and effect throughout the term of this Agreement. The policy or policies of insurance maintained by Awardee shall provide Combined Single Limit Coverage (bodily injury and property damage) in the amount of \$1,000,000 per occurrence and \$2,000,000 per project aggregate. Insurance shall be in force the first day of the term of this Agreement. Any insurance maintained by RCUH will apply in excess of, and not contribute with, insurance held by Awardee.

Workers' Compensation Insurance – Awardee shall maintain workers' compensation insurance for all persons whom they employ in carrying out the work under this Agreement, in amounts sufficient to meet the Hawaii statutory limits and/or the legal requirements in all other jurisdictions where work will be performed.

Awardee shall maintain Cyber-security insurance, during the term of Agreement, with coverage of not less than Five Million Dollars (\$5,000,000.00) per occurrence, and Five Million Dollars (\$5,000,000.00) general aggregate, that includes but is not limited to coverage for first-party costs and third-party claims from: (i) failure to protect data, including unauthorized disclosure, use or access, (ii) security failure or privacy breach, (iii) failure to disclose such breaches as required by law, regulation or contract, (iv) notifications, public relations, credit monitoring, postage, advertising, and other services to assist in managing and mitigating a cyber-incident, (v) interruptions of business operations, (vi) network security failure, (vii) cyber-extortion, (viii) cyber-terrorism, (ix) communications and media liability (e.g., infringement of copyright, title, slogan, trademark, trade name, trade dress, service mark or service name in the policyholder's covered material), (x) EFT, computer, and electronic transmissions fraud and theft, and (xi) other cyber-liability and cyber-crime expenses.