

REQUEST FOR PROPOSALS

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

**DIGITAL NAVIGATION, PARTICIPANT ENGAGEMENT, AND
COMMUNITY HEALTH OPERATIONS CUSTOMER RELATIONSHIP
MANAGEMENT SYSTEM (CRM) PLATFORM & SERVICES
RFP#004-2026**

for the

**Pili Ola: Hawaii's Telehealth Initiative
Telecommunications and Social Informatics Research Program (TASI)
Social Science Research Institute (SSRI), College of Social Sciences (CSS)
University of Hawai'i
Honolulu, HI**

July 15, 2026

NOTICE TO OFFERORS

RFP Availability

A copy of the Request for Proposal (RFP), #004-2026, Safety Net Telehealth Services is available on the website: <https://procurement.uhtasi.org>.

Questions About the RFP

All questions about the RFP must be directed to Christina Higa, PhD at tasiadmin@uhtasi.org. Closing Date for Receipt of Offeror Questions is 4:00 PM (Hawaii Standard Time), July 24, 2026.

Closing Date for Receipt of Proposals

Completed proposals must be received no later than 4:00 PM (Hawaii Standard Time), July 29, 2026, at the address listed in Section 1.10 of this RFP. Only email 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 submittal will not be considered. Offerors will be required to give an oral presentation virtually/ online (refer to Section 4.5) tentatively scheduled for July 31, 2026, time to be determined.

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

Research Corporation of the University of Hawaii
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Honolulu, HI 96848

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This RFP contains 46 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 the University of Hawaii, College of Social Sciences (CSS), Social Science Research Institute (SSRI), Telecommunications and Social Informatics Research Program (TASI), 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 15, 2026
Closing Date for Receipt of Offeror's Attachment A
(Notice of Intent to Submit a Proposal): July 21, 2026 – 4:00 PM HST
Closing Date for Receipt of Offeror Questions: July 24, 2026 – 4:00 PM HST
Closing Date for Posting Responses to Questions: July 27, 2026 – 4:00 PM HST
Closing Date for Receipt of Proposals: July 29, 2026 – 4:00 PM HST
Proposal Review Period: July 30, 2026 – August 2, 2026
Oral Presentation July 31, 2026
Date of Contractor Selection and Award (Tentative): August 3, 2026
Services Start Date (Tentative): August 7, 2026

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, <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.**

1.4 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, PhD using the address, tasiadmin@uhtasi.org. RCUH reserves the right to only respond to questions regarding proposal requirements, contents, and details, that are received by 4:00 PM, HST July 24, 2026. All received questions and responses will be posted by 4:00 PM, July 27, 2026 on the website, <https://procurement.uhtasi.org>.

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 email only. 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

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 29, 2026, 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 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 three (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 University of Hawaii, College of Social Sciences (CSS), Social Science Research Institute (SSRI), Telecommunications and Social Informatics Research Program (TASI). The Delegated Procurement Officer responsible for overseeing the RFP process and Agreement for Services is Christina Higa, PhD.

SECTION 2 – STATEMENT OF WORK

2.1 PURPOSE AND BACKGROUND

Pili Ola is seeking proposals from qualified Offerors to provide a secure, cloud-based CRM and community health operations platform to support statewide digital navigation, participant engagement, field-based data collection, community-facing intake, employer engagement, technology lending, referral coordination, workflow automation, reporting, and cross-program management.

The selected platform will support Pili Ola's current and future programs, including Digital Navigation, Stay Healthy Hawaii, Telehealth Access Points and Support, employer-based engagement, community outreach, technology lending, and related statewide initiatives.

Pili Ola is seeking a configurable platform that reduces manual tracking, improves data quality, supports field-based staff, strengthens participant follow-up, and allows multiple programs to operate within one coordinated system.

This RFP is not intended to purchase a traditional CRM alone. The selected platform must function as an operational system for digital navigation, community health workflows, participant engagement, reporting, and program coordination.

Pili Ola is a statewide telehealth initiative focused on improving access to care, strengthening digital health readiness, and supporting community members in navigating telehealth and digital health resources.

Pili Ola's work includes field-based digital navigation, employer and employee engagement, telehealth access support, community outreach, technology lending, referral coordination, education, and program evaluation. Staff may work across multiple programs, islands, worksites, events, and community settings.

The selected platform should allow Pili Ola to track participant engagement over time, support cross-program workflows, generate real-time reports, and provide leadership, program staff, and evaluation partners with reliable data for decision-making and reporting.

2.2 SCOPE OF SERVICES

The selected Offeror shall provide a cloud-based platform and related services, including:

1. Software licensing and platform access
2. Implementation and configuration
3. Workflow design and setup
4. Custom forms and survey configuration
5. Dashboard and reporting configuration
6. Data migration support

7. User role and permission setup
8. Training for administrators and end users
9. Technical support
10. Ongoing customer success or account management support
11. Platform maintenance and updates
12. Support for future configuration changes as program needs evolve

The platform must support administrative users, program managers, digital navigators, coordinators, facilitators, evaluation staff, and other approved users.

2.3 REQUIRED PLATFORM CAPABILITIES

2.3.1 Participant Management

The platform must allow Pili Ola to create and maintain participant records over time.

The platform shall support:

1. Participant registration
2. Unique participant identifiers
3. Participant activity history
4. Follow-up status
5. Communication preferences
6. Program enrollment history
7. Notes and service documentation
8. Referral history
9. Equipment assignment history
10. Duplicate prevention, duplicate flagging, or duplicate resolution

The platform shall allow a participant to engage with more than one Pili Ola program without requiring separate disconnected records for each program.

The platform shall allow Pili Ola to track returning participants without requiring unnecessary sensitive information such as Social Security numbers.

2.3.2 Community-Facing Intake and Participant-Initiated Forms

The platform must support community-facing intake and participant-initiated forms that can be completed directly by community members, employees, or participants without requiring a participant login.

At minimum, the platform shall support:

1. Public intake forms
2. QR code access to intake forms
3. Unique links for specific employers, events, programs, partners, or outreach campaigns
4. Mobile-friendly forms that can be completed on a phone, tablet, or computer
5. Self-completed registration forms
6. Event check-in forms

7. Follow-up forms
8. Surveys or assessments
9. Technology lending request forms
10. Participant communication preferences
11. Automated text or email reminders, where applicable
12. Downloadable or shareable participant summaries, where available

The platform shall allow submitted forms to create a new participant record or connect to an existing participant record when an appropriate match is identified.

The platform shall support connected workflows from intake through follow-up, including registration, check-in, service documentation, referrals, equipment assignment, reminders, and reporting.

The platform is not required to include a participant login or participant portal. Offerors shall not assume that community members must create accounts to complete forms, request assistance, or participate in Pili Ola activities.

Offerors must clearly identify which community-facing intake and self-completed form capabilities are available now, available through configuration, require integration, require custom development, are planned for future release, or are not available.

2.3.3 Field-Based Digital Navigation

The platform must support digital navigators working in community and field-based settings.

The platform shall allow navigators to:

1. Register participants
2. Complete field surveys or activity forms
3. Document barriers to access
4. Document services provided
5. Document follow-up needs
6. Track general demographic information
7. Record 1:1 engagements
8. Schedule follow-up tasks
9. Escalate urgent or barrier-related issues
10. Refer participants internally or externally
11. Close out activities or cases
12. Track resolution status
13. View assigned tasks or participants
14. Document digital literacy or telehealth readiness support

The platform shall be mobile-friendly and usable at community events, employer sites, outreach activities, telehealth access locations, and other field-based settings.

Preferred capabilities include offline access, mobile app access, automatic synchronization, QR or barcode scanning, photo upload, and electronic signatures.

2.3.4 Forms, Surveys, and Assessments

The platform must support customizable forms, surveys, and assessments.

The platform shall support:

1. Participant registration forms
2. Employer surveys
3. Employee surveys
4. Event check-in forms
5. Digital literacy assessments
6. Telehealth readiness assessments
7. Technology lending forms
8. Referral forms
9. Follow-up forms
10. Satisfaction surveys
11. Navigator activity forms
12. Administrative review forms

Forms shall support:

1. QR code access
2. Unique links
3. Required fields
4. Branching or conditional logic
5. Mobile-friendly completion
6. Reusable templates
7. Reporting outputs
8. Administrative editing after implementation

2.3.5 Cross-Program Management

The platform must support multiple programs within one enterprise environment.

The platform shall support:

1. Multiple programs operating under one parent initiative
2. Program-specific workflows
3. Program-specific forms
4. Program-specific dashboards
5. Program-specific user permissions
6. Shared templates across programs
7. Staff assigned to more than one program
8. Participants who engage with more than one program
9. Cross-program referrals
10. Cross-program reporting
11. Consolidated enterprise-level dashboards
12. Attribution by program, employer, event, staff member, geography, and funding source

The platform shall allow operational separation between programs while still supporting shared reporting and long-term participant tracking.

2.3.6 Employer, Worksite, and Event Tracking

The platform must support employer-based programming and event tracking.

The platform shall allow Pili Ola to:

1. Create employer records
2. Create worksite records
3. Associate events with employers or worksites
4. Track employee or participant engagement
5. Track event attendance
6. Track number reached
7. Track number served
8. Track 1:1 engagements
9. Track follow-up requests
10. Track referrals generated
11. Track event outcomes
12. Generate employer-level reports
13. Generate event-level reports
14. Protect participant privacy when producing aggregate employer reports

The platform shall support unique registration links or QR codes for specific employers, worksites, events, campaigns, or outreach activities.

2.3.7 Technology Lending and Equipment Tracking

The platform must support a technology lending workflow for equipment used to help participants access telehealth or digital health resources.

Equipment may include, but is not limited to:

1. Chromebooks
2. Tablets
3. iPads
4. Hotspots
5. Webcams
6. Headsets
7. Blood pressure cuffs
8. Pulse oximeters
9. Remote patient monitoring devices
10. Other telehealth-related equipment

The platform shall support:

1. Assigning equipment to a participant record
2. Recording a serial number, asset tag, barcode, QR code, or other unique identifier

3. Recording check-out date
4. Recording expected return or follow-up date
5. Generating staff reminders for follow-up or return
6. Recording check-in date
7. Recording equipment condition
8. Tracking equipment as available, checked out, overdue, damaged, lost, repaired, retired, or reassigned
9. Maintaining equipment assignment history
10. Reporting on equipment utilization, overdue items, current status, and participant assignments

If the proposed platform does not include an inventory management system, the Offeror must describe how equipment assignment can be configured within the participant workflow and how the platform can cross-reference an external inventory file or system.

2.3.8 Internal Escalation and Call-for-Help Workflow

The platform must support internal escalation workflows for field staff.

The platform shall allow staff to:

1. Submit a request for help or escalation from within a participant or field documentation workflow
2. Route the request to a designated person, team, or user group
3. Notify appropriate staff of the request
4. Display open requests in a shared dashboard
5. Allow available staff to claim or accept a request
6. Assign the request or participant to the accepting staff member
7. Track request status
8. Document follow-up actions
9. Close the request or escalate further
10. Report on request volume, status, response time, and resolution

This workflow shall reduce reliance on separate manual tracking tools or external automation systems.

2.3.9 Referrals and Community Partner Coordination

The platform must support internal and external referrals.

The platform shall support:

1. Referrals between staff members
2. Referrals between programs
3. Referrals to community partners
4. Referral source tracking
5. Referral reason tracking
6. Referral status tracking
7. Follow-up documentation

8. Referral closure or resolution
9. Referral outcome reporting
10. Referral history within the participant record

The platform shall include or support a configurable community partner directory with organization name, contact information, services offered, service area, eligibility notes, and referral instructions.

Preferred capabilities include closed-loop referral tracking, partner-facing referral updates, partner access when appropriate, and integration with external resource directories.

2.3.10 Communication Tools

The platform shall support communication with participants, staff, employers, and partners.

The platform shall support:

1. Email communication
2. Text messaging
3. Internal notifications
4. Follow-up reminders
5. Appointment reminders
6. Event reminders
7. Equipment return reminders
8. Referral reminders
9. Communication logging in the participant record
10. Communication preference tracking

Offerors must clearly identify any additional fees for text messaging, email volume, phone features, group messaging, reminders, or communication tools.

2.3.11 Reporting, Dashboards, and Attribution

The platform must provide real-time dashboards and reporting.

Dashboards and reports shall be filterable by:

1. Island
2. County
3. Region
4. Zip code or community
5. Program
6. Employer
7. Worksite
8. Event
9. Staff member
10. Referral source
11. Referral status
12. Participant status

13. Service provided
14. Barrier type
15. Equipment status
16. Date range
17. Funding source
18. Outcome

At minimum, the platform shall support reporting on:

1. Number of people reached
2. Number of people served
3. Number of 1:1 engagements
4. Follow-up requests
5. Follow-ups completed
6. Referrals made
7. Referrals completed
8. Barriers identified
9. Services provided
10. Employer participation
11. Event attendance
12. Technology lending activity
13. Equipment status
14. Digital literacy or telehealth readiness outcomes
15. Cross-program engagement
16. Outreach source attribution

The platform must support attribution of registrations, forms, or engagements to a specific employer, event, campaign, outreach activity, QR code, or unique link.

Offerors must clearly identify whether the system tracks only completed forms or can also track pre-form interactions such as QR scans, link clicks, website visits, or downloads.

Preferred capabilities include heat mapping, scheduled reports, downloadable reports, CSV exports, PDF reports, custom dashboards by role, and exports for evaluation partners.

2.3.12 Data Migration, Export, and Ownership

The selected Offeror must support migration from existing systems, spreadsheets, survey tools, or tracking files as needed.

The Offeror shall describe its approach to:

1. Data migration planning
2. Data mapping
3. Import templates
4. Validation
5. Duplicate review
6. Testing
7. Historical data migration

8. Final migration before go-live

Pili Ola shall retain ownership of all program data. The platform must allow data exports in commonly used formats, including CSV or Excel-compatible files.

Following contract termination, the Offeror must provide Pili Ola with all program data in a usable format and support reasonable transition activities.

2.4 Technical, Security, and Accessibility Requirements

The platform must be secure, cloud-based, and accessible through standard web browsers. Mobile access is required.

The Offeror must describe security controls, including:

1. Role-based access
2. Granular permissions
3. Secure authentication
4. Encryption in transit
5. Encryption at rest
6. Audit logs
7. User activity logs
8. Backups
9. Disaster recovery
10. Incident response
11. User deactivation process
12. Data retention and deletion practices

The Offeror must identify how the platform supports or complies with:

1. HIPAA or HIPAA-aligned workflows
2. Business Associate Agreement, if applicable
3. SOC 2 or similar security standards
4. Multi-factor authentication
5. ADA accessibility
6. Section 508 accessibility
7. Web Content Accessibility Guidelines (WCAG) accessibility standards

The platform shall allow permissions to be assigned by role, program, team, location, or user type.

2.5 Implementation Requirements

Offerors must provide a detailed implementation plan.

The implementation plan must include:

1. Project kickoff
2. Discovery and requirements gathering

3. Workflow design
4. Form and survey configuration
5. Dashboard and report configuration
6. User role and permission setup
7. Data migration support
8. Testing
9. User acceptance testing
10. Training
11. Go-live support
12. Post-launch support

Offerors must clearly identify:

1. What is included during implementation
2. What information is needed from Pili Ola up front
3. When forms and workflows must be finalized
4. How many rounds of revision are included
5. Whether Pili Ola staff can make changes after go-live
6. What changes require additional fees
7. What custom development may cost
8. Whether form build-out is included
9. Whether dashboard setup is included
10. Whether workflow configuration is included
11. Whether escalation routing is included
12. Whether data migration support is included
13. Whether live training is included
14. Whether administrator training is included
15. Expected implementation timeline

Evaluation criteria will take into account the Offeror's ability to implement core workflows within approximately eight weeks and provide self-service configuration after go-live.

2.6 Training and Support

Offerors must provide training for administrators, program managers, navigators, coordinators, facilitators, reporting users, and other approved users.

Training shall include:

1. Live training
2. Role-specific training
3. Administrator training
4. Written guides
5. Recorded resources
6. Help center or knowledge base access
7. Post-launch support
8. Refresher training or office hours

Offerors must describe ongoing support, including:

1. Help desk availability
2. Response times
3. Dedicated account support
4. Office hours or check-ins
5. Ongoing training resources
6. Product updates
7. Support for future workflow changes
8. Customer success or account management model

Offerors must identify whether ongoing platform updates, support, and training resources are included in the base subscription or billed separately.

All training must be done virtually/online only; there shall be no in-person training provided by the Offeror.

2.7 Data Ownership

All data entered into or generated by the platform on behalf of Pili Ola shall remain the property of Pili Ola or the applicable state entity.

Following contract termination, the Offeror must provide Pili Ola with all program data in a usable, commonly accepted format and support reasonable transition activities.

2.8 Additional Info

There shall be no onsite/in-person services provided by the Offeror, and Offerors shall not be acting as a telehealth provider.

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 outlining the key elements of the proposal. The Executive Summary shall provide a concise overview of the proposed platform and the Offeror's approach to meeting the requirements described in Section 2.

At a minimum, the Executive Summary shall include:

1. A brief description of the proposed platform and its primary capabilities.
2. An explanation of how the proposed platform aligns with Pili Ola's digital navigation, participant engagement, community health operations, field-based workflows, and cross-program management needs.
3. A summary of the proposed implementation approach and anticipated implementation timeline.
4. Identification of any major third-party products, integrations, or subcontractors required to provide the proposed solution.
5. A summary of the proposed pricing structure.

3.1.2 TECHNICAL PROPOSAL

The Offeror shall describe the proposed platform and its approach to providing the software, implementation, configuration, training, technical support, and related services described in Section 2.

The Technical Proposal shall demonstrate the Offeror's understanding of Pili Ola's operational needs and address the following:

A. Proposed Platform and Technical Approach

The Offeror shall:

1. Provide an overview of the proposed platform, including its major modules or components.
2. Describe how the platform supports multiple programs within one coordinated enterprise environment, including participants and staff engaged across more than one program.
3. Describe how the platform supports field-based staff working at community events, employer sites, telehealth access locations, and other community settings.
4. Identify mobile and offline capabilities, if available.
5. Identify any third-party products, integrations, or external systems required.
6. Describe the ability of authorized Pili Ola administrators to modify forms, workflows, dashboards, reports, user roles, and other configurations after implementation.

B. Response to Required Platform Capabilities

The Offeror shall respond to the platform capabilities and requirements described in Section 2.. For each required capability, the Offeror shall indicate whether the capability is:

1. Available now;
2. Available through configuration;
3. Available through third-party integration;
4. Requires custom development;
5. Planned for future release; or
6. Not available.

The Offeror shall provide a brief explanation where necessary and clearly identify any capability requiring a third-party product, separate license, custom development, additional implementation services, or additional ongoing fees. Capabilities planned for future release shall include the anticipated release timeframe, if known.

C. Key Workflow Approach

The Offeror shall describe how the proposed platform supports connected workflows from initial participant engagement through follow-up and reporting.

The response shall specifically address:

1. Community-facing intake through QR codes or unique links.
2. Participant record creation, matching, and duplicate resolution.
3. Field-based documentation of participant needs, barriers, services, and follow-up.
4. Internal escalation or call-for-help routing and assignment.
5. Internal and external referral tracking.
6. Employer, worksite, and event-based engagement.
7. Technology lending, equipment assignment, reminders, return, and reassignment.
8. Cross-program participant engagement and reporting.

9. Attribution by employer, event, campaign, QR code, unique link, staff, geography, and funding source.
10. Data export for program evaluation and funder reporting.

D. Implementation Approach

The Offeror shall describe its approach to implementing and configuring the platform, including:

1. Project kickoff and requirements gathering.
2. Workflow, form, survey, dashboard, and report configuration.
3. User role and permission setup.
4. Data migration.
5. Testing and user acceptance testing.
6. Training and go-live support.
7. Post-launch support.

The Offeror shall clearly identify:

1. Services included in the proposed implementation fee.
2. Information and decisions required from Pili Ola.
3. The number of revision rounds included.
4. Configurations Pili Ola staff may modify after go-live.
5. Changes requiring Offeror assistance or additional fees.
6. Anticipated custom development or dependencies.
7. The approach to managing implementation risks, delays, and changes.

E. Data Migration

The Offeror shall describe its approach to migrating data from existing spreadsheets, survey tools, databases, tracking files, or other systems, including data mapping, validation, duplicate review, testing, historical data migration, and final migration prior to go-live.

The Offeror shall identify the roles and responsibilities of the Offeror and Pili Ola and clearly identify the amount and type of migration support included in the proposed price.

F. Security, Privacy, and Accessibility

The Offeror shall describe how the proposed platform meets the technical, security, privacy, and accessibility requirements described in Section 2.

The response shall identify, as applicable:

1. Role-based access and granular permissions.
2. Authentication and multi-factor authentication.
3. Encryption in transit and at rest.
4. Audit and user activity logs.

5. Backups, disaster recovery, and incident response.
6. Data retention and deletion practices.
7. HIPAA or HIPAA-aligned workflows
8. SOC 2 or similar security standards.
9. ADA, Section 508, and WCAG accessibility standards.

The Offeror shall identify any relevant certifications, audits, independent assessments, or security documentation available for review.

G. Training and Ongoing Support

The Offeror shall describe its online/ virtual training and support model, including:

1. Live, role-specific, and administrator training.
2. Written and recorded training resources.
3. Help center or knowledge base access.
4. Post-launch and refresher training.
5. Help desk availability and response times.
6. Dedicated account or customer success support.
7. Ongoing product updates.
8. Support for future workflow changes.

The Offeror shall clearly identify which training and support services are included in the base subscription and which require additional fees.

3.1.3 SCHEDULE

The Offeror shall provide a detailed proposed implementation schedule beginning with contract execution and continuing through go-live and post-launch support.

The schedule shall identify:

1. Project kickoff and requirements gathering.
2. Workflow, form, dashboard, and report configuration.
3. User role and permission setup.
4. Data migration.
5. Testing and user acceptance testing.
6. Training.
7. Go-live and post-launch support.

The schedule shall identify key milestones, deliverables, dependencies, and the responsibilities of both the Offeror and Pili Ola.

Preference may be given to Offerors that demonstrate the ability to implement core workflows within approximately eight (8) weeks while providing appropriate testing, training, and implementation support.

The Offeror shall also describe its ability to adhere to deadlines, maintain consistent communication, and promptly identify and address issues that may affect implementation.

3.1.4 QUALIFICATIONS AND EXPERTISE

Offeror shall describe the firm'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).

The Offeror shall describe relevant experience providing and implementing platforms that support functions similar to those described in Section 2 – Statement of Work, including, as applicable:

1. CRM or participant management.
2. Digital navigation or community health operations.
3. Field-based data collection and mobile workflows.
4. Multi-program or enterprise implementations.
5. Community-facing intake.
6. Referral coordination and workflow automation.
7. Technology or equipment lending.
8. Employer, event, or community outreach tracking.
9. Reporting, dashboards, and attribution.
10. Data migration.
11. Healthcare, public health, higher education, government, nonprofit, or community-based settings.

The Offeror shall identify the proposed project manager and key personnel assigned to implementation, configuration, training, technical support, and ongoing account management. The Offeror shall describe each key team member's proposed role, relevant experience, responsibilities, and availability.

The Offeror shall identify any subcontractors or third parties performing a material portion of the work and describe their roles and responsibilities.

3.1.5 PRICE PROPOSAL

The Offeror shall provide a clear and itemized Price Proposal identifying all one-time and recurring costs associated with the proposed solution.

The Price Proposal shall include, as applicable:

1. Implementation and configuration fees.
2. Software licensing or subscription fees.
3. Training fees.

4. Data migration fees.
5. Technical support and account management fees.
6. SMS, text messaging, email, or other communication fees.
7. Integration and API fees.
8. Custom development fees.
9. Optional module fees.
10. Annual maintenance costs.
11. Any other required or potential fees.

The Offeror shall provide pricing for:

- A one-time licensing fee for the platform for 50 users.
- The cost of adding users beyond the initial 50 users.
- Any recurring annual fees required to maintain and operate the platform after Year 1, including maintenance, hosting, technical support, software updates.

The Price Proposal shall clearly identify what is included in the base price and what requires additional cost, including:

1. Implementation and configuration.
2. Form and dashboard creation.
3. Workflow and referral configuration.
4. Data migration.
5. Training and ongoing support.
6. Product updates.
7. Additional programs and users.
8. SMS or text messaging.
9. API access and integrations.
10. Custom development.
11. Community-facing forms, QR codes, and unique links.
12. Data exports and additional dashboards or reports.

The Offeror shall identify any assumptions, usage limits, minimum commitments, annual increases, or other conditions that may affect the total cost.

Pricing per year for a potential 5-year Agreement with the understanding the RCUH Agreement for Services shall be for the initial year, with potential to extend for another 4 years.

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 six (6) 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 the University of Hawaii, College of Social Sciences (CSS), Social Science Research Institute (SSRI), Telecommunications and Social Informatics Research Program (TASI).

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 29, 2026, 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 weighted evaluation of technical merit (ability to meet the scope of work and schedule), qualifications and expertise, references, price, and other factors described in Section 4.3.1 below. 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	35
Qualifications and expertise	35
References	10
Price	15
Other	5
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
Alignment with required platform capabilities and Pili Ola workflows	15
Multi-program, cross-program, and participant management capabilities	5
Reporting, dashboards, attribution, and data export capabilities	5
Technical approach, security, privacy, and accessibility	5
Implementation approach, schedule, data migration, training, and support	5
Total	35
Qualifications and Expertise	Maximum Number of Points
Relevant experience providing and implementing comparable CRM, participant management, or community health operations platforms	10
Experience supporting multi-program, field-based, community-facing, or enterprise-level implementations	10
Qualifications and relevant experience of the proposed project manager and key personnel	5
Demonstrated experience with implementation, configuration, data migration, training, and ongoing support	5
Organizational capacity and ability to successfully support the proposed platform and services	5
Total	35
Other	Maximum Number of Points
Ability to implement core workflows within the proposed timeframe	2
Ability of Pili Ola administrators to configure and modify forms, workflows, dashboards, and reports after implementation	2
Overall long-term platform fit and ability to adapt to future program needs	1
Total	5

A pricing formula shall be used to allot points based on the Offeror's price and the price of the lowest bidder. The price evaluation score shall be based on the total 5 year cost, with the understanding the RCUH Agreement for Services shall be for the initial year, with potential to extend for another 4 years.

The References category will be scored by selecting up to three (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

Following the scoring and ranking of proposals, RCUH may elect to have the Offerors make presentations of their proposals to RCUH; however, no new information can be presented. If there are more than three (3) proposals submitted, RCUH may elect to limit the number of Offerors eligible to make presentations, to a priority list of Offerors (comprised of at least the three (3) highest ranked qualified Offerors). If, after presentations by the Offerors, RCUH determines that an amendment to the RFP is needed, the Offerors will be permitted to submit a new proposal or amend their first proposal, which will be considered their best and final offer (BAFO), and rescored.

Offerors selected for demonstration may be asked to show the following workflows; new information cannot be presented from submitted proposals:

1. Community-facing intake form accessed by QR code or unique link
2. Participant record creation or lookup
3. Duplicate prevention or duplicate resolution
4. Digital navigator field documentation
5. Barrier identification and service documentation
6. Internal escalation or call-for-help workflow
7. Staff claiming or accepting an open request
8. Referral to a community partner
9. Employer or worksite event setup
10. Event check-in
11. Technology lending checkout
12. Equipment return reminder
13. Equipment check-in and reassignment
14. Follow-up task creation
15. Cross-program participant tracking
16. Dashboard filtering by island, region, program, employer, event, and date
17. Outreach attribution by QR code or unique link
18. Mobile user experience
19. Administrative editing of forms, workflows, or dashboards
20. Data export for evaluation or funder reporting

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, Attachment D – Standards of Conduct Declaration, and Attachment E – Insurance Requirements. 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. # 002-2026 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. # 004-2026 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: [RCUH - Policies, Forms & Documents](#).

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

- (1) Contractor shall procure, at its own cost and expense, Privacy and Network Security (Cyber) insurance with a minimum limits of \$5,000,000 each claim and in the aggregate, for any security breach, including privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security, including any act or omission that compromises either the security, confidentiality or integrity of personal information in Contractor's care, custody or control, or for which Contractor is responsible under this Agreement, or the physical, technical, administrative or organizational safeguards put in place by Contractor or its authorized personnel that relate to the protection of the security, confidentiality or integrity of personal information. Such coverage shall (1) name RCUH, UH and the State of Hawaii as an additional insured with respect to third-party liability coverage only, and (2) waive all rights of subrogation in favor of RCUH, UH and the State of Hawaii.
- (2) Technology Errors and Omissions Insurance covering a technology wrongful act, including coverage for any of the following in the rendering or failure to render technology services, with minimum limits of \$1,000,000 each claim and \$2,000,000 in the aggregate:
 - A. Act, error, omission, neglect, negligent misrepresentation or breach of duty;
 - B. Injury to a person arising out of defamation, including libel, slander, or other defamatory or disparaging statements or materials;
 - C. Infringement of an intellectual property right.

Such coverage shall also:

- Cover the failure of technology products (including but not limited to computer or telecommunications hardware or software products, components or peripherals or electronic products or components, including software updates, service packs and other maintenance releases provided for such products created, designed, distributed, manufactured, or sold to RCUH, or leased or licensed to RCUH) to perform the intended function or serve their intended purpose, or
- Cover the failure of technology services (including but not limited to any computer, cloud computing, information technology, telecommunication, electronic services and any related consulting and staffing services, including data processing, data and application hosting, the provision of managed services, software as a service (SaaS), platform as a service (PaaS), infrastructure as a service (IaaS), network as a service (NaaS), computer systems analysis, computer consulting and training, programming, computer systems installation, management, repair, and maintenance, network design and Internet service) or technology products to meet any applicable legal or industry standard concerning quality, safety or fitness for a particular purpose.

- Waive all rights of subrogation in favor of RCUH, UH and the State of Hawaii, where available.