REQUEST FOR PROPOSALS

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

Learning Strategy, Instructional Design and Development Services
RFP # 007-2026

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`

November 16, 2026

NOTICE TO OFFERORS

RFP Availability

A copy of the Request for Proposal (RFP), # 007-2026, Learning Strategy, Instructional Design, and Development 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), November 18, 2026.

Closing Date for Receipt of Proposals

Completed proposals must be received no later than 4:00 PM (Hawaii Standard Time), November 24, 2026, at the address listed in Section 1.10 of this RFP. Offerors may be required to give an oral presentation (refer to Section 4.5) tentatively scheduled for November 27, 2026. Email submissions will be accepted (email submittals are strongly preferred), but regardless of the submittal method, it is the Offeror's responsibility to ensure confirmation of proposal receipt prior to the Closing Date for Receipt of Proposals. Proposals received after the time and date fixed for submittal will not be considered.

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

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

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IT IS THE RESPONSIBILITY OF ALL OFFERORS TO CHECK THE TABLE OF CONTENTS TO CONFIRM THAT ALL PAGES LISTED THEREIN ARE CONTAINED IN THEIR RFP PACKAGE.

This RFP contains 41 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 ("Agreement" or "Contract") 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): ..... November 16, 2026
Closing Date for Receipt of Offeror's Attachment A
(Notice of Intent to Submit a Proposal): ..... November 18, 2026, 4:00 PM HST
Closing Date for Receipt of Offeror Questions:..... November 18, 2026, 4:00 PM HST
Closing Date for Posting Responses to Questions: ..... November 20, 2026, 4:00 PM HST
Closing Date for Receipt of Proposals: ..... November 24, 2026, 4:00 PM HST
Proposal Review Period: ..... November 25, 2026
Oral Presentation (Tentative): ..... November 27, 2026
Date of Contractor Selection and Award (Tentative): ..... November 30, 2026
Services Start Date (Tentative): ..... December 1, 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 November 18, 2026. All received questions and responses will

be posted by 4:00 PM, November 20, 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 November 24, 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 three (3) years, and these will serve as potential references to be contacted by the RCUH as part of the evaluation of the Offeror's proposal. Points of contact and contact information should be indicated for each contract listed.

The RCUH reserves the right to contact the references named in the Offeror's proposal and any other references provided by the Offeror during the past 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

The Rural Health Transformation (RHT) Pili Ola Telehealth Initiative is seeking proposals from qualified Offerors to provide learning strategy, instructional design, curriculum development, and educational resource development services. The initial contract period will be five (5) months, from December 1, 2026 – April 30, 2027. Pili Ola may extend the agreement for up to four (4) additional 12-month option periods, subject to the availability of funds, satisfactory performance, and the terms of the resulting agreement.

Pili Ola is a statewide telehealth initiative under Hawai‘i's Rural Health Transformation Program focused on improving access to care, strengthening digital health readiness, expanding telehealth access and support, and building the knowledge and capacity needed for individuals and communities to effectively participate in an increasingly digital healthcare environment. Pili Ola's work includes telehealth access, digital navigation, community and employer-based engagement, workforce development and training, health and digital literacy education, and other activities designed to strengthen access to health resources across the state.

As Pili Ola expands statewide, the initiative requires educational resources for audiences with different roles, experiences, learning needs, and levels of familiarity with telehealth and digital health. These audiences may include community members, digital navigators, caregivers, healthcare professionals, clinical and behavioral health providers, community organizations, employers, and other partners participating in or supporting Pili Ola activities.

Pili Ola needs to develop multiple types of learning experiences rather than relying on a single training format. Depending on the audience, subject matter, intended outcome, and learning need, appropriate solutions may include self-paced eLearning, instructor-led or facilitated learning, short educational or instructional videos, job aids, quick-reference resources, practical application activities, or blended learning approaches. The selected Offeror will work with Pili Ola to determine the appropriate learning approach for identified needs and translate subject matter expertise into clear, practical, engaging, and accessible learning experiences.

The selected Offeror will work collaboratively with Pili Ola leadership, program staff, subject matter experts, and other designated partners to assess learning needs; identify target audiences and desired outcomes; develop learning strategies and recommendations; design and develop educational content and resources; and support evaluation of learning effectiveness.

Pili Ola is seeking an Offeror capable of providing strategic learning and instructional design support while also developing the resulting learning products. The selected Offeror must be able to support learning needs from initial assessment and strategy through design, development, review, revision, final delivery, and evaluation.

2.2 SCOPE OF SERVICES

The selected Offeror shall provide learning strategy, instructional design, and learning resource

development services to support Pili Ola's statewide education and training needs. Services shall include, but are not limited to:

1. Learning needs assessment and analysis.
2. Identification of target audiences, learning needs, performance gaps, and desired learning outcomes.
3. Learning strategy development and recommendations for appropriate learning approaches.
4. Curriculum planning, curriculum mapping, and development of learning pathways, as applicable.
5. Instructional design and development for creating self-paced, instructor-led, virtual, in-person, and blended learning experiences.
6. Development of eLearning courses and modules.
7. Development of educational and instructional video resources.
8. Development of job aids, quick-reference guides, checklists, decision tools, process resources, worksheets, and other supporting learning materials.
9. Development of opportunities for learner practice, application, reflection, and knowledge assessment.
10. Collaboration with Pili Ola subject matter experts to translate technical, health-related, and programmatic content into clear and practical learning resources.
11. Development of methods and tools to assess learning effectiveness and achievement of identified outcomes.
12. Review, revision, finalization, and publishing of approved learning materials.
13. Project coordination, scheduling, milestone tracking, file management, and communication associated with the development process.
14. Delivery of final learning products and associated files in formats agreed upon with Pili Ola.
15. Strategic consultation and support for additional or evolving learning needs identified during the contract period.

All services shall be performed remotely/online; there shall be no in-person and/or onsite services provided by the selected Offeror.

2.3 LEARNING NEEDS ASSESSMENT AND STRATEGY

The selected Offeror shall work collaboratively with Pili Ola leadership, staff, subject matter experts, and other designated stakeholders to assess priority learning needs and develop an initial learning strategy to guide the development of educational resources.
The selected Offeror shall:

1. Review relevant existing materials, resources, program information, and available educational content.
2. Engage with designated Pili Ola staff, subject matter experts, and stakeholders to understand priority learning needs.
3. Identify and define target audiences and relevant learner characteristics.
4. Identify learning needs, knowledge or skill gaps, desired outcomes, and opportunities for practical application.
5. Determine whether identified needs are best addressed through training, educational resources, performance support tools, or other approaches.
6. Recommend appropriate learning modalities based on the audience, content, intended

use, accessibility considerations, and desired outcomes.
7. Identify opportunities for self-paced learning, facilitated learning, video, job aids, practical application, reinforcement, or blended approaches.
8. Develop recommended learning objectives and priorities for identified learning needs.
9. Develop a learning and development roadmap identifying recommended learning solutions, priorities, sequencing, and anticipated development timelines.
10. Recommend appropriate methods for evaluating learning effectiveness and achievement of intended outcomes.

The initial learning needs assessment and strategy shall inform subsequent development activities under this contract. Pili Ola and the selected Offeror will review the recommendations and establish priorities for development based on program needs, available resources, timelines, and approved scope.

2.4 INSTRUCTIONAL DESIGN AND COURSE DEVELOPMENT

The selected Offeror shall provide instructional design and course development services for learning experiences identified and prioritized by Pili Ola. Learning experiences may include self-paced eLearning, instructor-led or facilitated learning, virtual learning, in-person learning, and blended learning approaches.
The selected Offeror shall:

1. Collaborate with Pili Ola staff and designated subject matter experts to gather, review, and organize source content.
2. Translate subject matter expertise and technical or health-related information into clear, audience-appropriate learning experiences.
3. Develop measurable learning objectives aligned with identified learner needs and desired outcomes.
4. Develop course structures, outlines, scripts, storyboards, or other design documentation appropriate to the learning product.
5. Apply adult learning and instructional design principles to the development of educational content.
6. Incorporate opportunities for learner engagement, practice, application, reflection, and knowledge assessment, as appropriate.
7. Develop realistic examples, scenarios, activities, or other applied learning opportunities when appropriate to the subject matter and audience.
8. Design learning experiences that are clear, accessible, engaging, and appropriate for learners with varying levels of experience and digital literacy.
9. Incorporate feedback from Pili Ola and designated subject matter experts through an established review and revision process.
10. Prepare approved learning experiences for final delivery in the format required for their intended use.

Offerors shall describe their instructional design methodology, approach to working with subject matter experts, development and review process, and methods used to maintain consistency and quality across multiple learning products.

2.5 ELEARNING DEVELOPMENT

The selected Offeror shall design and develop interactive eLearning modules based on learning priorities identified and approved by Pili Ola.

The selected Offeror shall:

1. Develop eLearning modules using an industry-standard authoring platform appropriate for the intended learning environment.
2. Develop learning objectives, instructional content, learner activities, and assessments aligned with identified learning needs.
3. Incorporate interactive elements, scenarios, knowledge checks, reflection activities, or other opportunities for learner engagement, as appropriate.
4. Incorporate approved graphics, images, audio, video, or other multimedia elements when they support the learning objectives.
5. Design modules for learners with varying levels of experience, digital literacy, and familiarity with telehealth and digital health.
6. Ensure modules are accessible and usable across commonly used computers, tablets, and mobile devices, as appropriate to the selected platform.
7. Incorporate feedback from Pili Ola and designated subject matter experts through an established review and revision process.
8. Provide final published learning files in formats compatible with Pili Ola's designated learning platform or learning management environment.
9. Provide editable source files for final approved learning products unless otherwise agreed upon in writing.

During the initial contract period, the selected Offeror shall develop three (3) self-paced eLearning modules, each anticipated to be approximately 15–20 minutes in duration. During each 12-month option period exercised by Pili Ola, the selected Offeror shall develop three (3) additional self-paced eLearning modules. Pili Ola shall approve the final topics, sequencing, content, and duration of each module. If all four (4) 12-month option periods are exercised, the selected Offeror will develop a maximum of fifteen (15) eLearning modules over the life of the contract.

2.6 EDUCATIONAL VIDEO AND SUPPORTING LEARNING RESOURCES

The selected Offeror shall develop educational videos and supporting learning resources when identified as appropriate to the learning need, audience, and intended outcome.

2.6.1 Educational Video Development

The Offeror must be capable of developing short educational and instructional video resources that may include subject matter expert presentations, demonstrations, application-based instruction, animated or graphic elements, narration, or other appropriate formats.

Video development may include:

1. Content planning and development.
2. Script development or refinement.
3. Coordination with designated subject matter experts.
4. Recording or production support, as applicable.
5. Editing and post-production.

6. Graphics, titles, and other visual elements.
7. Captions and accessibility features.
8. Appropriate royalty-free or properly licensed media.
9. Review and revision.
10. Delivery of final approved video files.

During the initial contract period, the selected Offeror shall develop four (4) short educational or instructional videos. During each 12-month option period exercised by Pili Ola, the selected Offeror shall develop four (4) additional short educational or instructional videos. Each set of four (4) videos shall consist of:

1. One (1) introductory or overview video; and
2. Three (3) supporting videos (one (1) video accompanying each of the three (3) required eLearning modules).

Pili Ola shall approve the topic, anticipated length, format, and production approach for each video before development. If all four (4) 12-month option periods are exercised, the selected Offeror will develop a maximum of twenty (20) videos over the life of the contract.

2.6.2 Supporting Learning Resources

The selected Offeror shall develop supporting learning and performance resources as identified through the learning strategy and development process.
Resources may include:

1. Job aids.
2. Quick-reference guides.
3. Checklists.
4. Worksheets.
5. Decision-support tools.
6. Process maps.
7. Conversation or facilitation guides.
8. Practice activities.
9. Reflection or reinforcement resources.
10. Other educational or performance-support materials appropriate to the identified need.

Supporting resources shall be designed for practical use and shall align with the intended audience, learning objectives, and associated learning experiences.

2.7 ACCESSIBILITY AND TECHNICAL REQUIREMENTS

All learning products developed under this contract shall be designed with accessibility, usability, and broad learner access in mind.

The selected Offeror shall:

1. Apply accessibility practices appropriate to the format and intended use of each learning product.
2. Provide captions for video and audio-based learning content, as applicable.
3. Provide alternative text or other accessible treatment for meaningful visual content, as applicable.

4. Consider readability, navigation, contrast, typography, and other usability factors during development.
5. Design digital learning resources to function across commonly used web browsers and devices, as appropriate.
6. Clearly identify any third-party software, licenses, subscriptions, plug-ins, or other technology required to use, maintain, or modify developed materials.
7. Identify any technical limitations that may affect deployment, accessibility, maintenance, or future modification of developed learning products.

Offerors shall describe the accessibility standards and practices used in their instructional design and development process.

2.8 LEARNING EVALUATION AND EFFECTIVENESS

The selected Offeror shall incorporate appropriate methods for evaluating the effectiveness of developed learning experiences and resources.
Evaluation approaches may include:

1. Knowledge checks or assessments.
2. Learner feedback.
3. Pre- and post-learning measures, when appropriate.
4. Measures of learner confidence, understanding, or readiness.
5. Practice or application activities.
6. Measures of intended behavior or performance change, when appropriate.
7. Recommendations for longer-term evaluation or reinforcement.

Evaluation methods shall be appropriate to the intended audience, learning objectives, delivery format, and purpose of the learning experience.

The selected Offeror shall work with Pili Ola to identify practical measures of effectiveness that can be incorporated into learning products and used to inform future improvements.

2.9 PROJECT MANAGEMENT, REVIEW, AND DEVELOPMENT PROCESS

The selected Offeror shall provide project management and coordination throughout the contract period and shall maintain a collaborative development process with Pili Ola.

The selected Offeror shall:

1. Participate in an initial project kickoff and discovery process.
2. Establish a project schedule identifying major activities, milestones, dependencies, review periods, and anticipated delivery dates.
3. Coordinate with Pili Ola leadership, staff, and designated subject matter experts throughout development.
4. Clearly identify information, content, approvals, or subject matter expert participation required from Pili Ola.
5. Provide drafts or prototypes for review at appropriate stages of development.
6. Maintain an organized process for collecting, incorporating, and resolving feedback.
7. Provide reasonable opportunities for review and revision prior to final approval.
8. Communicate anticipated delays, risks, or dependencies that may affect the project

schedule.
9. Maintain regular communication with Pili Ola regarding project status and upcoming activities.
10. Deliver final approved products according to the agreed-upon project schedule.

Offerors shall describe their proposed project management and development methodology, anticipated communication cadence, review process, typical development timelines, and the number or type of revision cycles included in the proposed price.

2.10 REQUIRED DELIVERABLES AND REPORTING

During the initial contract period (December 1, 2026 – April 30, 2027), the selected Offeror shall provide, at minimum:

1. An initial learning needs assessment and learning strategy.
2. A learning and development roadmap identifying recommended priorities, learning approaches, and sequencing.
3. Three (3) self-paced eLearning modules, anticipated to be approximately 15–20 minutes each.
4. Four (4) videos: one introductory video, and one video accompanying each of the three (3) self-paced eLearning modules.
5. A minimum of three (3) supporting resources: One (1) supporting resource accompanying each eLearning module. Supporting resources may include job aids, quick-reference guides, checklists, worksheets, practice materials, or other performance-support tools identified and approved by Pili Ola.
6. Appropriate learner assessment or evaluation components associated with developed learning products.
7. Final published versions of all approved learning products.
8. Editable source files and associated final project materials as required under the contract.
9. Project documentation necessary to support continued use and maintenance of developed learning products.

Because the initial contract period is five (5) months, Offerors shall provide a detailed work plan demonstrating how the required deliverables will be completed within that period. The work plan shall identify proposed delivery dates, staffing assignments, concurrent development activities, dependencies, required Pili Ola participation, and proposed review and approval periods.

During each 12-month option period exercised by Pili Ola, the selected Offeror shall provide, at minimum:

1. An annual review and update of the learning needs assessment and learning strategy.
2. An updated learning roadmap identifying recommended priorities, learning approaches, and sequencing.
3. Three (3) self-paced eLearning modules, anticipated to be approximately 15–20 minutes each.
4. Four (4) videos: one (1) introductory video, and one (1) video accompanying each of the three (3) eLearning modules.
5. A minimum of three (3) supporting learning resources: one (1) supporting resource

accompanying each eLearning module. Supporting resources may include job aids, quick-reference guides, checklists, worksheets, practice materials, or other performance-support tools identified and approved by Pili Ola.
6. Appropriate learner assessment or evaluation components associated with developed learning products.
7. Final published versions of all approved learning products.
8. Editable source files and associated final project materials as required under the contract.
9. Updated project documentation necessary to support continued use and maintenance of developed learning products.

2.10.1 Monthly Progress Reports

The selected Offeror shall provide a brief written monthly report that includes:

1. Status of work as related to the approved scope, budget, schedule, and required deliverables.
2. Work completed during the prior month.
3. Work anticipated during the next month.
4. Major issues, risks, delays, or decisions requiring attention, including:
   a. Description of the issue.
   b. Recommended solution or proposed next steps.
5. Information, materials, subject matter expert participation, review, or approvals needed from Pili Ola to maintain the project schedule.

2.11 OWNERSHIP, FINAL FILES, AND USE OF MATERIALS

As shall be described under the RCUH Agreement for Services, all final learning products developed specifically for Pili Ola shall be provided to Pili Ola in agreed-upon final formats. The selected Offeror shall:

1. Provide final approved versions of all contracted learning products.
2. Provide editable source files for learning products developed specifically for Pili Ola, unless otherwise agreed upon in writing.
3. Identify any third-party materials, software, fonts, images, media, licenses, or other assets incorporated into the final products that may limit Pili Ola's ability to modify, reproduce, distribute, or continue using the materials.
4. Use properly licensed or authorized media and other third-party materials.
5. Provide sufficient documentation to allow Pili Ola to identify and maintain final learning assets.
6. Clearly identify any continuing licensing, subscription, hosting, or technology costs associated with use or modification of the final materials.

Pili Ola shall retain the exclusive right to use, reproduce, distribute, and modify learning products developed specifically for Pili Ola under this contract, subject to any separately identified third-party licensing restrictions and the final terms of the executed agreement.

2.12 INFORMATION SECURITY AND INCIDENT NOTIFICATION

The selected Offeror shall use reasonable safeguards to protect Pili Ola information and limit

access to authorized personnel. The Offeror shall notify Pili Ola within twenty-four (24) hours of discovering a cybersecurity incident that involves Pili Ola information or materially affects contract performance, and shall cooperate in resolving the incident.

The selected Offeror shall not access, store, or transmit protected health information (PHI) or provide telehealth services. If PHI is inadvertently received, the selected Offeror shall immediately stop the affected activity and notify Pili Ola.

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

The Offeror shall submit an Executive Summary outlining the key elements of the proposal. The Executive Summary shall provide a concise overview of the Offeror's approach to meeting the requirements described in Section 2 – Statement of Work.
At a minimum, the Executive Summary shall include:

1. A brief description of the Offeror and its primary learning strategy, instructional design, and development capabilities.
2. An explanation of the Offeror's understanding of Pili Ola's learning and development needs.
3. A summary of the proposed approach to learning strategy, instructional design, and development.
4. A summary of the proposed project schedule and development process.
5. Identification of the proposed project lead and key personnel.
6. A summary of the proposed pricing structure.

3.1.2 TECHNICAL PROPOSAL

The Offeror shall describe its approach to providing the learning strategy, instructional design, development, project management, and related services described in Section 2 – Statement of Work. The Technical Proposal shall demonstrate the Offeror's understanding of Pili Ola's learning and development needs and address the following:

A. Learning Strategy and Needs Assessment

The Offeror shall describe its approach to:

1. Assessing priority audiences and learning needs.
2. Identifying knowledge, skill, or performance gaps.
3. Working with Pili Ola leadership, staff, subject matter experts, and designated stakeholders.
4. Determining whether identified needs are best addressed through training, educational resources, performance-support tools, or other approaches.

5. Recommending appropriate learning modalities.
6. Developing learning objectives and priorities.
7. Developing a learning and development roadmap.
8. Identifying appropriate measures of learning effectiveness.

B. Instructional Design and Development Approach

The Offeror shall describe:

1. Its instructional design methodology.
2. Its approach to working with subject matter experts.
3. Its process for translating technical, health-related, or specialized content into clear and practical learning experiences.
4. Its approach to developing learning objectives, course structures, scripts, storyboards, activities, and assessments.
5. Its approach to incorporating learner engagement, practice, application, and reflection.
6. Its approach to designing for audiences with varying levels of professional experience, health knowledge, and digital literacy.
7. Its quality assurance and content review process.

C. eLearning Development

The Offeror shall describe its approach to developing the eLearning modules required under Section 2 – Statement of Work, including:

1. Proposed authoring tools and development environment.
2. Interactive learning features.
3. Scenarios, activities, and knowledge checks.
4. Use of graphics, images, audio, video, or other multimedia.
5. Accessibility and usability.
6. Mobile and browser compatibility.
7. Publishing and delivery formats.
8. Editable source files.
9. Review and revision process.

D. Educational Video and Supporting Learning Resources

The Offeror shall describe its approach to developing educational and instructional videos, including content planning, scripting, production, editing, graphics, captions, accessibility, review, and final delivery.

The Offeror shall also describe its approach to developing supporting resources such as job aids, quick-reference guides, checklists, worksheets, decision tools, process maps, conversation guides, and other practical learning materials.

E. Accessibility and Technical Approach

The Offeror shall describe the accessibility and usability standards and practices applied to its learning products.

The response shall identify:

1. Accessibility standards or guidelines used.
2. Captioning and treatment of audio/video content.
3. Alternative text and treatment of visual content.
4. Accessibility considerations for interactive eLearning.
5. Mobile and browser compatibility.
6. Any third-party software, licenses, subscriptions, plug-ins, or other technology required.
7. Any technical limitations affecting deployment, modification, or continued use of the materials.

F. Learning Evaluation and Effectiveness

The Offeror shall describe its approach to measuring learning effectiveness, including, as applicable:

1. Knowledge checks and assessments.
2. Learner feedback.
3. Pre- and post-learning measures.
4. Measures of learner understanding confidence, readiness, or application.
5. Practice and application activities.
6. Recommendations for reinforcement or longer-term evaluation.

G. Project Management and Collaboration

The Offeror shall describe its project management and collaboration approach, including:

1. Project kickoff and discovery.
2. Communication with Pili Ola.
3. Coordination with subject matter experts.
4. Project scheduling and milestone tracking.
5. Draft and prototype review.
6. Feedback management.
7. Revision and approval process.
8. File and version management.
9. Quality assurance.
10. Identification and management of project risks, dependencies, and delays.

The Offeror shall clearly identify the number or type of revision cycles included in the proposed price and any circumstances that may result in additional fees.

3.1.3 SCHEDULE

The Offeror shall provide a detailed proposed project schedule beginning with contract execution and continuing through completion of the initial scope of work.

The schedule shall identify:

1. Project kickoff and discovery.
2. Learning needs assessment.
3. Development and approval of the learning strategy and roadmap.
4. Instructional design and content development.
5. eLearning module development.
6. Educational video development.
7. Development of supporting learning resources.
8. Subject matter expert and Pili Ola review periods.
9. Revision and approval periods.
10. Final production and delivery.

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

The Offeror shall also provide typical development timelines for eLearning modules, educational videos, job aids or supporting resources, and other learning products proposed under this RFP.

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

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 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 services similar to those described in Section 2 – Statement of Work, including, as applicable:

1. Learning strategy and needs assessment.
2. Instructional design and curriculum development.
3. eLearning design and development.
4. Educational or instructional video development.
5. Job aids and performance-support resources.
6. Learning evaluation and assessment.
7. Adult learning and workforce education.
8. Healthcare, public health, telehealth, digital health, community health, higher education, government, nonprofit, or community-based settings.
9. Development of learning experiences for audiences with varying educational, professional, cultural, and digital literacy backgrounds.
10. Projects involving multiple learning products, stakeholders, or subject matter experts.

The Offeror shall identify the proposed project lead and key personnel assigned to learning strategy, instructional design, eLearning development, video development, project

management, and other major components of the proposed work.

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.

The Offeror may identify relevant experience working in Hawai‘i, rural communities, island communities, Indigenous communities, Pacific communities, or other geographically or culturally diverse settings.

3.1.4.1 Information Security and Disclosures

The Offeror shall briefly describe its current information-security safeguards and incident-response procedures.

The Offeror shall also disclose any material cybersecurity incident within the past five (5) years that affected services comparable to those required by this solicitation or confidential information. The disclosure shall briefly describe the incident's general nature, corrective actions, and any continuing risk. If none, state "None." A prior incident will not automatically disqualify an Offeror.

The Offeror shall not provide personal information, credentials, technical exploit details, or legally privileged information.

3.1.5 PRICE PROPOSAL

3.1.5.1 MANDATORY PRICE SCHEDULE

The Offeror shall complete and submit the price schedule below as part of its Price Proposal. **All fields must be completed.**

The Offeror shall provide firm pricing for:

1. The initial contract period (December 1, 2026 – April 30, 2027);
2. Each of the four (4) potential 12-month option periods; and
3. The total proposed price, calculated as the sum of the initial contract period and all four (4) 12-month option periods.

Each period's price shall include all services, deliverables, revisions, project management, reporting, licensing, and other costs required under Section 2.10. Pricing for additional or optional services not required under Section 2.10 shall not be included in this table.

PRICE SCHEDULE ***Option period = 12 months***						
Cost component	Initial contract period	Option period 1	Option period 2	Option period 3	Option period 4	Total
3 eLearning modules	$	$	$	$	$	$
4 videos (1 intro + 3 eLearning module videos)	$	$	$	$	$	$
Learning strategy / assessment / roadmap (Initial contract period); Update (Option period 1-4).	$	$	$	$	$	$
Supporting learning resources	$	$	$	$	$	$
Final Products, Source Files & Documentation	$	$	$	$	$	$
TOTAL FOR PERIOD	$	$	$	$	$	$

The Total Proposed Price shall equal the sum of the totals for the initial contract period and all four (4) 12-month option periods. The Total Proposed Price will be used for price evaluation under Section 4.3.1.

3.1.5.2 Pricing Details

The Offeror shall identify:

1. The services and deliverables included in its pricing;
2. The number and type of revision cycles included;
3. Any third-party licensing or subscription costs;

4. Any production-related costs;
5. Assumptions used to develop the pricing; and
6. Circumstances that may result in additional charges.

3.1.5.3 Termination Liability

No provisions for a Termination Liability Agreement shall be permitted and its inclusion in the Offeror's proposal shall be grounds for disqualification. Termination of the services is at the discretion of RCUH and shall be made in accordance with Sections 9 and 10 of Attachment B.

3.1.5.4 Optional Additional Services

The Offeror may also provide applicable hourly rates or unit pricing for additional services, such as:

1. Learning strategy or consultation.
2. Instructional design.
3. Additional eLearning development.
4. Additional video development.
5. Additional job aids or learning resources.
6. Revisions beyond those included in the proposed scope.
7. Project management or coordination.
8. Other professional services offered under the proposed agreement.

The Optional additional-service prices shall be provided separately from the mandatory price schedule, shall not be included in the Total Proposed Price, and shall not be used in price scoring.

3.1.6 APPENDICES

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

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

Appendix C – References. Using the form shown in Appendix C, the Offeror must disclose all contracts for similar services performed during the last three (3) years. Points of contact and contact information should be indicated for each contract listed. These will serve as potential references to be contacted by the RCUH as part of the evaluation of the Offeror's proposal. The Offeror shall reproduce the Appendix C form as needed to identify all responsive contracts.

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, November 24, 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 scoring method using weighted formulas for technical merit (ability to meet scope of work/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:

Category	Maximum Number of Points per Category
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
Learning strategy, needs assessment, and alignment with Pili Ola's learning and development needs.	10
Instructional design and eLearning development approach	10
Educational video, job aids, and supporting learning resource	5

Accessibility, usability, learner engagement, and learning	5
Project management, collaboration, review, quality	5
Total	35

Qualifications and Expertise	Maximum Number of Points
Relevant experience providing learning strategy, instructional design, curriculum development, and related learning and development services.	8
Experience developing eLearning, educational video, job aids, and other learning resources for healthcare, public health, telehealth, digital health, community health, workforce development, or similarly complex subject matter.	8
Qualifications and relevant experience of the proposed project lead and key personnel.	5
Demonstrated experience working with subject matter experts and developing learning experiences for diverse audiences with varying educational, professional, cultural, and digital literacy backgrounds.	5
Organizational capacity and demonstrated ability to successfully manage multiple learning products, stakeholders, timelines, and deliverables.	4
Information Security and Incident Management (adequacy of the Offeror's current safeguards and incident-response procedures).	5
Total	35

Other	Maximum Number of Points
Ability to meet the proposed project schedule and deliver the initial scope within the required timeframe.	2
Ability to provide Pili Ola with editable, maintainable, and reusable learning products and source files.	2
Overall ability to support evolving learning and development needs during the contract period.	1
Total	5

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

Price points will be calculated using the Total Proposed Price, which consists of the price for the five (5)-month initial contract period and all four (4) potential 12-month option periods. The RCUH Agreement for Services shall be for the initial contract period, with potential to extend for another four (4) 12-month option periods if continued services are needed and if funding allows. The Offeror's Total Proposed Price and associated rates shall be firm and

binding.

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.

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

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

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

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

Attachment A. Notice of Intent to Submit a Proposal

(May be sent by email or fax.)

Company Name: _____

Address: _____

_____

_____

Phone No.: _____

Email.: _____

[ ] I acknowledge receipt of Request for Proposal No. 007-2026 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. 007-2026 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)).