

**REQUEST FOR PROPOSALS**

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

**HAWAII DATA EXCHANGE PARTNERSHIP**

**REPORTING NEEDS ASSESSMENT**

**for the**

**Hawaii P-20 Partnerships for Education  
Office of the Vice President for Academic Planning and Policy  
University of Hawaii  
Honolulu, HI**

**February 1, 2019**

## NOTICE TO OFFERORS

### RFP Availability

A copy of the Request for Proposal (RFP) 89238, Hawaii Data eXchange Partnership (DXP) Reporting Needs Assessment is available on the following websites: [www.commercepoint.com](http://www.commercepoint.com) and <http://hawaiidxp.org/resources/rfp>.

### Questions About the RFP

All questions about the RFP must be directed to Marlene Mattos at [mmattos@hawaii.edu](mailto:mmattos@hawaii.edu). Closing Date for Receipt of Offeror Questions is 4:00 PM (Hawaii Standard Time), February 13, 2019.

### Closing Date for Receipt of Proposals

Completed proposals must be received no later than 4:00 PM (Hawaii Standard Time), March 8, 2019, at the address listed in Section 1.10 of this RFP. Email or mailed submissions will be accepted (email submittals are strongly preferred), but regardless of the submittal method, it is the Offeror's responsibility to ensure confirmation of proposal receipt prior to the Closing Date for Receipt of Proposals. Proposals received after the time and date fixed for submittal will not be considered.

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

Research Corporation of the University of Hawaii  
1601 East-West Road, Burns Hall 4020  
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 29 pages

**SECTION 1 -- AMINISTRATIVE 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 Hawaii P-20 Partnerships for Education (Hawaii P-20) 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.

Date of Notice (RFP Issued):.....February 1, 2019  
Closing Date for Offeror Clarifying Questions: .....February 13, 2019; 4:00 pm HST  
Closing Date for Posting Responses to Questions:.....February 15, 2019; 4:00 pm HST  
Closing Date for Receipt of Proposals:.....March 8, 2019, 4:00 pm HST  
Proposal Review Period:.....March 11, 2019 – March 15, 2019  
Interview (if required) and Reference Check Period: .....March 18, 2019 – March 22, 2019  
Date of Contractor Selection and Award:.....March 29, 2019  
Services Start Date (Tentative): .....April 15, 2019

**1.3 RFP AMENDMENTS**

The RCUH reserves the right to amend the RFP at any time prior to the Closing Date for Receipt of Proposals. All RFP amendments will be posted on the following website, <http://hawaiidxp.org/resources/rfp>. **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 CLARIFYING QUESTIONS BY OFFERORS AND POTENTIAL OFFERORS TO RCUH**

All questions by Offerors or potential Offerors should be submitted in writing via email to Marlene Mattos using the address: [mmattos@hawaii.edu](mailto:mmattos@hawaii.edu). Questions regarding proposal requirements, contents, and details will receive a response only for those questions received by 4:00 pm, HST, February 13, 2019. All received questions and responses will be posted by February 15, 2019 on the DXP website, <http://hawaiidxp.org/resources/rfp>.

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, unless the Offeror chooses to do so.

## 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 obviously mislabeled figures or tables, illegible text (i.e., 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 non-confidential portion of the proposal.

## **1.10 SUBMISSION OF PROPOSALS**

Offerors may submit proposals by mail or email, however, all price proposals must be submitted via the SuperQuote system ([www.commercepoint.com](http://www.commercepoint.com)). Email submittals are strongly preferred. Note that the maximum allowable file size for email attachments is 10 MB, so an Offeror may need to send its complete proposal in multiple parts. If submitting by mail, please include the original and three (3) copies. It is the responsibility of the Offeror to confirm that the RCUH has received its proposal prior to the Closing Date for Receipt of Proposals. Proposals may be modified by an Offeror prior to the Closing Date for Receipt of Proposals.

Address, if submitting by mail:

Hawaii P-20 Partnerships for Education  
Attn: Marlene Mattos  
University of Hawaii  
Sinclair Library, Room 504  
2425 Campus Road  
Honolulu, HI 96822

Address, if submitting by email: [mmattos@hawaii.edu](mailto:mmattos@hawaii.edu)

## **1.11 CERTIFICATION OF PROPOSAL**

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

## **1.12 PROPOSAL WITHDRAWAL**

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

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

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

### **1.14 OPENING OF PROPOSALS**

Proposals will be opened after 4:00 P.M. Hawaii Standard Time, on March 8, 2019, 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 which offers any other set of terms and/or conditions contradictory to those included in this RFP may be disqualified without further notice.

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 conditional, incomplete, or irregular in such a way as to make the proposal indefinite or ambiguous as to its meaning;
- the proposal has any provision reserving the right to accept or reject award, or reserving the right to enter into a contract pursuant to an award, or has any provision contrary to those required in the solicitation; and
- 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 [www.sam.gov](http://www.sam.gov) to determine whether an entity has an active exclusion.

### **1.16 REFERENCES**

The Offeror must disclose all contracts for similar services for the last five (5) 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 including full name, title, phone and email address 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 five 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.

### **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 the 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 RCUH, on behalf of Hawaii P-20. The Procurement Officer responsible for overseeing the RFP process and Agreement for Services is Marlene Mattos.

## **SECTION 2 – STATEMENT OF WORK**

This RFP is issued by the RCUH on behalf of Hawaii P-20, to solicit proposals to conduct a statewide needs assessment for new reports and/or data products and should include recommendations on how Hawaii P-20, as the managing partner of Hawaii Data eXchange Partnership (DXP or Partnership), can best support the data information needs of relevant stakeholder groups.

The DXP is a partnership of Hawaii state agencies that contribute to and collectively manage Hawaii's cross-agency, education to workforce Statewide Longitudinal Data System (SLDS). The SLDS links cross-agency information on citizens of Hawaii from infancy, early learning, public K-12 and postsecondary education, and the workforce to better evaluate and improve the impact of programs and policies on early childhood development, student achievement, and workforce outcomes.

Partner agencies of DXP include the: 1) Hawaii State Department of Education; 2) Hawaii State Department of Health; 3) Department of Human Services; 4) Department of Labor and Industrial Relations; and 5) University of Hawaii. DXP is overseen by two governance committees, the Executive Committee (EC) and the Data Governance and Access Committee (DG&A). The EC consists of the executives for each of the Partner agencies and have the final decision-making authority for DXP. The DG&A consists of representatives who are familiar with their agency's data, and/or are responsible for data governance for their respective agency. Additional information may be found at: <http://hawaiidxp.org/about/index> and <http://hawaiidxp.org/resources/governance>.

**Phase I** of this project involves information gathering and fact finding activities which examine the current reporting and information needs of key stakeholders. This includes reviewing Hawaii P-20 and internal stakeholder group data products (e.g., reports, presentations, web metrics, etc.) to gauge relevance and effectiveness of these data views, as well as exploring and ranking stakeholders' information needs and interests. Additionally, challenges that currently prevent stakeholders from filling such needs should also be identified and documented.

**Phase II** of this project involves completing a summary report with recommendations to Hawaii P-20 on how to better meet the reporting and information needs of DXP stakeholders. This may include the introduction of new and relevant data products, improving and/or expanding current products, and may include recommendations on incorporating new data sources into the SLDS to support such products. This report must also take into account SLDS utilization in other states and data products produced by these states that could be relevant and useful for DXP stakeholders.

While minimum Mandatory Deliverable(s) are noted below, Hawaii P-20 encourages potential Offerors to consider and include other activities or deliverables that will further flesh out and support recommendations of “next steps”. Additionally, the successful Offeror must be sensitive to the culture and context of key stakeholders which should be reflected in the summary report with recommendations to Hawaii P-20. The summary report for this RFP should enable Hawaii P-20 to immediately implement recommended strategies and associated activities, as well as create new or modified data products to better serve stakeholders’ information needs.

## **MANDATORY DELIVERABLES**

Since 2009, the DXP, managed by Hawaii P-20, has matured in its data governance, data request processes, data sources, reporting, and in re-structuring the data warehouse and reporting tables to better accommodate cross-agency reporting needs. Hawaii P-20 is interested in understanding how best to adapt to, and incorporate the current and future reporting needs of key stakeholder groups, increase the information that benefit the interests of DXP stakeholders, and effectively manage the growth of the Partnership and the SLDS over time. Hawaii P-20 would like to explore new avenues of growth that support the mission and vision for the DXP (see <http://hawaiidxp.org/about/index>).

At a minimum, the proposal must address how the Offeror will:

- 1) Facilitate focus groups with key staff and leadership from the Partnership, as well as other key stakeholder groups, to document their organization’s data use, information needs and interests, as well as their perception of the value of DXP for their organization. The Offeror is expected to work with Hawaii P-20 to determine potential participants for at least ten (10) key stakeholder focus groups. Key stakeholder groups may include beneficiaries of the information produced from the SLDS by Hawaii P-20, entities that share data with the Partnership, or plan to share data with Partnership in the future.

Focus groups should be designed to, at a minimum, derive information on:

- Historical, current and planned efforts related to using data (from any source) to inform policy and program improvements by each participating stakeholder group;
- Perceived benefits and value of DXP (i.e., the collaboration and shared commitment between the Partners regarding sharing data) and cross-agency data;
- Perceived benefits and value of products created by Hawaii P-20 using the cross-agency data;
- Specific reports currently used by, produced by, and/or required of each stakeholder group (cross-agency reports are of particular interest);
- Data products needed by or of interest to each stakeholder group;
- Effectiveness of communications and messaging on the reports or data products derived from DXP data; and
- Barriers or challenges stakeholders face in trying to create such products internally.

Offerors are encouraged to propose additional investigative activities (i.e., surveys, focus group follow ups, etc.) that would further inform the summary report.

- 2) Complete a summary report based on fact finding activities. The report should include, but is not limited to:
- Overall perceived benefits and value of the Partnership, cross-agency linked data, and Hawaii P-20 data products;
  - Review of current products with recommendations for improvement, as appropriate;
  - Documentation of any gaps between products currently completed and maintained by Hawaii P-20 and what stakeholders need;
  - Top areas of interest for future reports or analyses;
  - Partner and/or program profiles including descriptions of:
    - The agency's historical, current and planned data use;
    - Specific reports currently used, produced, and/or required by the group;
    - Specific examples of the use of Hawaii P-20 data products, if any;
    - Current reports that stakeholders use and produce; and
    - Future data products stakeholders would be interested in and use for information.
  - Actionable recommendations, which should include:
    - Future work, reports or other products to meet stakeholder needs;
    - Other short-, intermediate-, and/or long-term goals, strategies, objectives, challenges, and threats for Hawaii P-20 to implement, consider, or mitigate to better serve stakeholder information needs;
    - Additional data sources necessary to meet stakeholder reporting needs; and
    - Specific examples from other states of:
      - High impact information products Hawaii P-20 could replicate or modify to fit stakeholder needs; and
      - Important sectors or program data that the Partnership currently does not incorporate into the SLDS.

The Offerer will also be required to:

- Provide a written monthly summary which, at a minimum, should include status of work as related to the project plan, cost, timeline and deliverables;
- Participate in regularly scheduled meetings to update the Hawaii P-20 project manager of progress; and
- Notification to the Hawaii P-20 project manager of any issues that require Hawaii P-20's attention as well as recommendations for mitigation of the issue(s).

## **SECTION 3 – PROPOSAL REQUIREMENTS**

### **3.1 REQUIRED FORMAT**

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

1. Executive Summary
2. Project Narrative
3. Project Management Timeline
4. Qualifications and Expertise
5. Price Proposal and Narrative

6. Additional Information (optional)
7. Portfolio (optional)
8. Appendices

The proposal shall adhere to the page limitations, with one inch margins, 12-point font, and double-spaced. The Executive Summary is the only section which may be single-spaced, 12-point font, with one inch margins.

### **3.1.1 EXECUTIVE SUMMARY**

Offeror shall submit an Executive Summary, not to exceed one page, which outline the key elements of the proposal.

### **3.1.2 PROJECT NARRATIVE**

The narrative of this proposal should describe in sufficient detail the methods, approach, activities, and format that allows reviewers to understand the scope and activities that are being proposed. This section should provide the majority of the information on which this proposal will be evaluated. It should include a project management plan that will enable the Offeror to achieve the goals of the proposed project on time and within budget.

For each mandatory and proposed deliverable, the Offeror should provide an explanatory discussion of how each deliverable will be accomplished (e.g., stakeholder involvement) as well as outline any anticipated challenges which should be addressed and mitigated in the project management plan.

Limit: 15 pages

### **3.1.3 PROJECT MANAGEMENT TIMELINE**

The project narrative must include a schedule for each deliverable and the final summary report. The schedule must include all proposed activities for this project and associated sub-tasks, party or parties responsible, and estimated dates for the initiation and completion of each task. Note that the federal grant funding for this project will end on September 30, 2019. There is a possibility that Hawaii may be granted a no-cost extension for this project, but Offeror's Project Management Timeline should plan for work to be completed by September 30.

Limit: 3 pages

### **3.1.4 QUALIFICATIONS AND EXPERTISE**

Offeror shall describe the firm's qualifications, structure, and core competencies, including its experience with needs assessments, cross-agency longitudinal data systems, facilitation of focus groups, and report development. This section should discuss how this project will be staffed and managed and should include specific roles, responsibilities, and time commitments of the individuals involved in the project. The Offeror shall identify key personnel it will use to provide

the goods/services as delineated in the project management plan and timeline. Biographical summaries of the key team members shall be included in the proposal (to be included with Appendix B, described below). This section should also provide specific information to describe how the key personnel are qualified to manage and implement the proposed activities to accomplish the final product.

Limit: 2-3 pages for company information. One page per each key personnel to include percentage of time and key skills set to be contributed to this contract.

### **3.1.5 PRICE PROPOSAL**

Offeror shall submit a line item price proposal that includes, but is not limited to, the following categories: 1) personnel with associated full time equivalency; 2) fringe, if applicable; 3) travel; 4) supplies; and 5) other. The line item expenses should be accompanied by a narrative which explicitly explains each item and costs.

In addition, Offerors should describe their requested payment schedule, as it relates to the deliverables noted above. Offerors are strongly advised to be as thorough as possible. The price proposal and narrative must be inclusive of all labor, services, travel, materials, overhead, profit, all applicable taxes, and any other incidental and operating expenses.

Limit: No limit, but must succinctly detail line items with a narrative that reflects each line item.

### **3.1.6 ADDITIONAL INFORMATION**

The Offeror may also include additional information to further strengthen the Offeror's proposal.

Limit: 2 pages.

### **3.1.7 PORTFOLIO (Optional)**

The Offeror may submit samples of relevant past work to showcase their experience and expertise in gathering relevant information from focus groups and synthesizing needs assessment reports. Links to web-based document are highly encouraged.

Limit: 10 pages.

### **3.1.8 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 A 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 five (5) 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.

**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, March 8, 2019, 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 presentations or interviews, if required. The committee will submit its evaluations to the Procurement Officer. The 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 qualifications, technical merit (ability to meet scope of work/schedule), and expertise, and price. The total score for each proposal will be on a scale of 0 to 100 points. Three general categories will be used to evaluate the proposals:

<b>Category</b>	<b>Number of Points per Category</b>
Narrative, Qualifications and Expertise	50
Technical Merit	35
Price Proposal and Narrative	15
<b>Total</b>	<b>100</b>

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

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

**Qualifications and expertise (50 points total)**

- Familiarity with longitudinal data systems (5 points) – Offeror should demonstrate their understanding of cross-agency longitudinal data systems, or single agency longitudinal data systems.
- Familiarity with education and/or workforce sectors (20 points total) – Offeror should demonstrate a breadth of experience with each of the distinct sectors that DXP

encompasses as follows:

- Early childhood education and program services (5 points)
  - Kindergarten to Grade 12 education (5 points)
  - Post-secondary education (5 points)
  - Workforce development programs and/or unemployment insurance wage data (5 points)
- Data Analytics (5 points) – Offeror should demonstrate their understanding of analysis, such as institutional research, reporting, or use of data to inform policy or practice.
  - Facilitating and convening meetings (10 points) – Offeror should demonstrate their expertise in successful planning and facilitating fact finding focus group meetings.
  - Report development (10 points) – Offeror should demonstrate their expertise in crafting reports and developing implementable and actionable plans.

#### **Technical Merit of the Proposal (35 points total)**

- Evidence of understanding of the project (10 points) – Offeror must address the requirements and ideas described in this request, demonstrating an understanding of the project needs.
- Quality of work plan and timeline (15 points) – Offeror must clearly and thoroughly explain the intended work plan and timeline. A clear description of the process and timeline that will be followed to produce the desired results are required.
- Feasibility of proposal (5 points) – Offeror must describe their organization’s capacity to complete the work effectively and within the timeline. This capacity may be described by linking the offeror’s experience to the work plan and by identifying the staff who will be dedicated to this project.
- Clarity of proposal (5 points) – The proposal clearly and effectively addresses the requirements of the RFP and follows requested proposal guidelines and format.

#### **Price Proposal and Narrative (15 points total)**

- Comprehensiveness and cost-effectiveness of price proposal (15 points) – Offeror must provide a line-item price proposal of their proposed work. Hawaii P-20 will assess the comprehensiveness and cost-effectiveness of the line-item price proposal. Please note: price proposal must be inclusive of labor, services, travel, materials, overhead, profit, all applicable taxes, and any other incidental and operation expenses.

#### **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 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 A – General Conditions for Services Agreements, Attachment B – Special Conditions for Services Agreements–Federal Provisions, if applicable, and Attachment C – Standards of Conduct Declaration. Necessary forms will be provided to the selected company.

**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 Hawaii P-20 Partnerships for Education of the University of Hawaii.

It is understood that this proposal constitutes an offer.

It is understood and agreed that we have read the Research Corporation of the University of Hawaii's specifications described in the RFP and this proposal is made in accordance with the provisions of such specifications. By signing this proposal, we guarantee and certify all items included in this proposal meet or exceed any and all such specifications, and agree to the terms and conditions in all of the documents described in Section 4.5 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:** \_\_\_\_\_

**Principal Contact:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Type of Company:** \_\_\_\_\_

**Total # Full Time Employees:** \_\_\_\_\_ **Contact Phone:** \_\_\_\_\_

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

**Federal ID #** \_\_\_\_\_ **State ID #** \_\_\_\_\_

**Company Start Date:** \_\_\_\_\_

**Project Manager:** \_\_\_\_\_

**Assigned Employees (include role(s):** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

**\*Attach to this page: Resumes for all project team members. Use additional pages if needed.**

**Appendix C**

**REFERENCES**

*Note: A minimum of five recent references. References must be from current or prior projects conducted by the Offeror within the last seven years. Please use additional pages for references as needed.*

**Name of Company:** \_\_\_\_\_

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

**Contact Name:** \_\_\_\_\_

**Title/Position:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Dates of Service(s):** \_\_\_\_\_

**Description of Services provided:**

## Attachment A.

### 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, and having been given reasonable notice of and opportunity to cure such default, fails to take satisfactory corrective action within the time specified by RCUH, RCUH shall have the right to terminate this Agreement in whole or in part, by giving written notice to CONTRACTOR of such termination at least seven (7) calendar days before the effective date of such termination. 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 to be necessary, CONTRACTOR 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. 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 B.**  
**Special Conditions for Services Agreement**

**FEDERAL PROVISIONS**

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

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

**Attachment C.**  
**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. “Employee” includes 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 employee. Under 2 C.F.R. § 200.459 Professional service costs, a UH employee cannot be hired as an independent contractor on a project funded by a federal agency.
3. CONTRACTOR has not been 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 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 RCUH or UH employee, and participated while a legislator or RCUH or UH employee on matters related to this Agreement. (HRS §§ 84-18(b) and (c)).

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.

Date:           , 20           .

CONTRACTOR

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By

Its

(Title)

\* Reminder to the Project: If the “(is)” in No. 1, above, is selected, and this Agreement involves goods or services of a value in excess of \$10,000, this Agreement must be 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)).