

REQUEST FOR PROPOSALS

**The Research Corporation of the University of Hawai‘i
requests proposals for the**

**HAWAII DATA EXCHANGE PARTNERSHIP
IDENTITY MATCHING SOLUTION
RFP NO. 102124**

for the

**Preschool Development Grant Birth to Five Renewal Grant Program
Hawai‘i P-20 Partnerships for Education
University of Hawai‘i
Honolulu, HI**

June 5, 2023

NOTICE TO OFFERORS

RFP Availability

A copy of the Request for Proposal (RFP) No. 102124, **Hawaii Data eXchange Parntership Identity Matching Solution**, is available on the following websites:
SuperQuote website (www.commercepoint.com)
Hawaii Data eXchange website (<https://www.hawaiidxp.org/rpf/>).

Questions About the RFP

All questions about the RFP must be directed to Marlene Mattos at mmattos@hawaii.edu. Closing Date for Receipt of Offeror Questions is 4:00 PM (Hawai'i Standard Time), June 16, 2023, 2023.

Closing Date for Receipt of Proposals

Completed proposals must be received no later than 4:00 PM (Hawai'i Standard Time), July 3, 2023, per the instructions listed in Section 1.10 of this RFP. Only emailed submissions will be accepted; 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 Hawai'i (RCUH).

Research Corporation of the University of Hawai'i
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Honolulu, HI 96822

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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 37 pages.

SECTION 1 – ADMINISTRATIVE OVERVIEW

1.1 INTRODUCTION

This is a Request for Proposals (RFP) issued by the Research Corporation of the University of Hawai‘i (RCUH), on behalf of the University of Hawaii, Hawai‘i P-20 Partnerships for Education (Hawai‘i 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 or Delegated Procurement Officer.

Date of Notice (RFP Issued): June 5, 2023
Closing Date for Receipt of Offeror Questions:..... June 16, 2023; 4:00 pm HST
Closing Date for Posting Responses to Questions: June 20, 2023; 4:00 pm HST
Closing Date for Receipt of Proposals: July 3, 2023; 4:00 pm HST
Proposal Review Period: July 5-11, 2023
Date of Contractor Selection and Award: July 14, 2023
Services Start Date (Tentative): July 31, 2023

1.3 RFP AMENDMENTS

The RCUH reserves the right to amend the RFP at any time prior to the Closing Date for Receipt of Proposals. All RFP amendments will be posted on the SuperQuote website, <http://commercepoint.com>, and the Hawaii Data eXchange website, <https://www.hawaiidxp.org/rpf/>. **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 Marlene Mattos, Assistant Director, using the address, mmattos@hawaii.edu. All emails shall have in its subject line: *RFP No. 102124, Hawaii DXP Identity Matching Solution*. RCUH reserves the right to only respond to questions regarding proposal requirements, contents, and details, that are received by 4:00 PM, HST June 16, 2023. All received questions and responses will be posted by June 20, 2023 on the SuperQuote website, <http://www.commercepoint.com>, and the Hawaii Data eXchange website, <https://www.hawaiidxp.org/rpf/>

The websites 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 Hawai'i 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 Hawai'i Revised Statutes, the selected Offeror shall submit a valid tax clearance from the Hawai'i Department of Taxation and the U.S. Internal Revenue Service prior to execution of the Agreement for Services. A Certificate of Vendor Compliance that reflects a "Compliant" status from Hawai'i Compliance Express (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 Offerors 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

All proposals must be submitted via the SuperQuote system (www.commercepoint.com) and received by the Closing Date for Receipt of Proposals. Proposals may be modified by an Offeror prior to the Closing Date for Receipt of Proposals on the SuperQUOTE system (www.commercepoint.com). It is the responsibility of the Offeror to confirm that RCUH/Hawaii P-20 Partnerships for Education has received its proposal prior to the Closing Date for Receipt of Proposals; an email request may be sent to Marlene Mattos (mmattos@hawaii.edu) for confirmation of receipt.

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. Hawai'i Standard Time, on July 3, 2023, or as amended at the office to which the proposals are submitted. The proposal opening will not be open to the public. Proposals will not be subject to public inspection until after an Agreement for Services is signed by all parties, but in no case will proprietary information or proprietary material designated as such and submitted by an Offeror as part of an Offeror's proposal, be available for public inspection.

1.15 DISQUALIFICATION OF PROPOSALS

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

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

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

1.16 RESERVED

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 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 Hawai'i, on behalf of the University of Hawaii, Hawai'i P-20 Partnerships for Education. The Delegated 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 for an identity matching solution for a cross-agency, longitudinal data system, including exploration of how to successfully integrate it with the existing data system, and staff training.

Hawaii P-20 is the managing partner of the Hawaii Data eXchange Partnership (DXP or Partnership). 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. Additional information on the DXP may be found at: <https://www.hawaiidxp.org/>

An identity matching solution would improve the match rate of individuals' records across datasets provided by the different agencies. In addition to providing matching software, potential Offerors would be expected to conduct discovery activities with Hawaii P-20 staff to determine how to successfully integrate the software with the existing data system as well as train staff on how to use/troubleshoot the product.

The identify matching solution must, at minimum, have the ability to:

- Match based on deterministic and probabilistic logic using a variable number of fields (e.g., identification numbers (ID), names, date of birth (DOB), address, phone, email, parent's names, etc.);
Note: Hawaii's SLDS does not match on social security numbers.
- Assign a master person ID to each individual;
- Convert and integrate existing master person records into new system;
- Allow for manual fixes to matches (e.g., split/merge matches); and
- Match source files to a Master Person table with integration of external source files to Master Person (see figures below.)

Figure 1

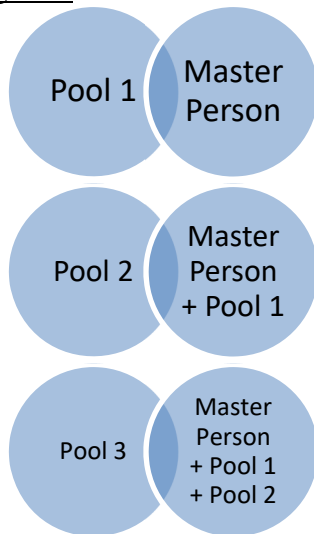


Figure 1: Sequentially match source files to Master Person table with integration of source files to Master Person. Unmatched persons from source files need to be added as new records by sectors to Master Person. New sectors need to be incorporated as well.

An Identity Matching Solution without Master Person integrations will not be accepted.
Examples of matching solutions that do **not** meet the criteria:

Figure 2

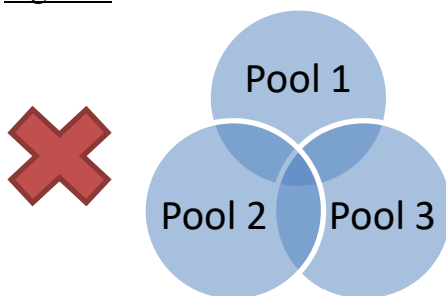


Figure 2: Solely matching multiple source files together. Does **not** meet identity matching solution criteria.

Figure 3

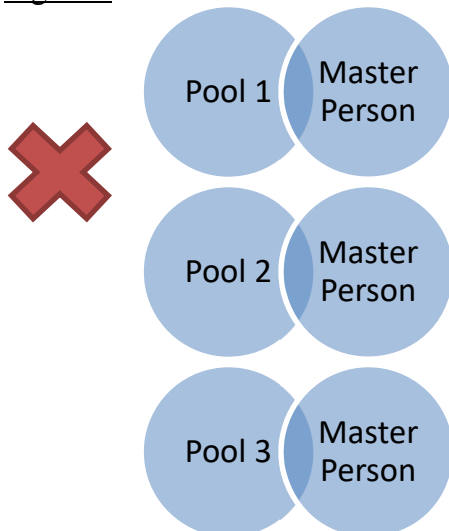


Figure 3: Solely matching source files to Master Person with no integration of external source data. Does **not** meet identity matching solution criteria.

While minimum Mandatory Deliverable(s) are noted below, Hawaii P-20 encourages potential Offerors to consider and include other activities, with associated costs, to help ensure the successful deployment of an identity matching solution.

MANDATORY DELIVERABLES

Hawaii P-20 is interested in deploying an identity matching solution for Hawaii's SLDS to improve the match rate of individuals across different agencies' data to better link and align data within the SLDS. At a minimum, the proposal must address how the Offeror will:

1. Conduct explorations activities with Hawaii P-20 staff regarding how the identity matching solution can best be deployed.
2. Provide identity matching product.
 - a. If a license is required, at least two licenses will be needed.
3. Provide support to work out any specific issues that arise during deployment.
4. Produce document on how the matching solution works so staff can understand how the data is being processed.
5. Train staff on how to use and troubleshoot the identity matching solution.

DATA USE, OWNERSHIP, AND CONFIDENTIALITY

The execution of the services described in this RFP may require the analysis of individual student record data from educational institutions including the Hawai'i Department of Education (HIDOE) and UH for the purposes of testing and validating identity matching processes. These data shall be obtained and provided to the selected Offeror by Hawai'i P-20 through memoranda of understanding with appropriate institutions. Appropriate measures must be taken to ensure that these data are kept secure and confidential, including submission of a non-disclosure agreement. Upon termination of the contract, all data must be destroyed, and Hawai'i P-20 reserves the right to demand the destruction of these institutional data at any time.

All data, data documentation, and findings created during this project will be the sole property of Hawai'i P-20, HIDOE, and the UH. Data and documentation will be thoroughly cleaned by the selected Offeror and will be turned over to Hawai'i P-20 in the form agreed upon for the project. All data must be accompanied with sufficient documentation necessary for Hawai'i P-20 to validate or replicate any analyses conducted in the course of the project. This includes a complete data dictionary, all variable descriptors, code for creation of any composite variables or data reduction, and any users' notes. All data-related items will be submitted in hard copy and electronic formats unless otherwise agreed upon.

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. 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, outlining the key elements of the proposal.

3.1.2 TECHNICAL PROPOSAL

The technical 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., data formatting exploration) as well as outline any anticipated challenges which should be addressed and mitigated in the project management plan.

Limit: 15 pages

3.1.3 SCHEDULE

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 February 28, 2024. 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 February 28, 2024.

Limit: 3 pages

3.1.4 QUALIFICATIONS AND EXPERTISE

Offeror shall describe the firm's qualifications, structure, and core competencies, including its experience with deploying identity matching solutions and cross-agency longitudinal data systems. 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 fulltime 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 deploying identity matching solutions. 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 B shall be completed in its entirety.

Appendix C – Reserved.

Appendix A

PROPOSAL LETTER TO THE RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAI‘I

We propose to provide services for the Research Corporation of the University of Hawai‘i, for the benefit of the **Hawai‘i P-20 Partnerships for Education** of the University of Hawai‘i.

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 Hawai‘i’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 Reserved

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 Hawai‘i Standard Time, July 3, 2023, 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, 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:

Category	Maximum Number of Points per Category
Qualifications and Expertise	50
Technical Merit	35
Price Proposal and Narrative	15
Total	100

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)

1. 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:
 - a. Early childhood education and program services (5 points)
 - b. Kindergarten to Grade 12 education (5 points)
 - c. Post-secondary education (5 points)
 - d. Workforce development programs and/or unemployment insurance wage data (5 points)
2. Identity Matching Solution (15 points total) – Offeror should demonstrate how their product addresses the required functionality listed in the Statement of Work (deterministic/probabilistic matching, etc.).
3. Deployment Support (10 points) – Offeror should demonstrate how their experience in helping customers through pre-deployment exploration, product deployment, and post-

deployment adjustments.

4. Training Support (5 points) – Offeror should demonstrate their experience in training staff to be able to manage the identity matching solution.

Technical Merit of the Proposal (35 points total)

1. 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.
2. 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.
3. 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.
4. 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)

1. Comprehensiveness and cost-effectiveness of price proposal (15 points) – Offeror must provide a line-item price proposal of their proposed work. Hawai'i 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 (including, if applicable, travel to neighbor islands and EOEL office in Honolulu), materials, overhead, profit, all applicable taxes, and any other incidental and operation expenses.

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

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 RESERVED

4.6 REQUIREMENTS FOR AN AGREEMENT FOR SERVICES WITH THE RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAI'I

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

1. Tax clearance from the Hawai'i 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 Hawai‘i requires acceptance of Attachment B – General Conditions for Services Agreements, Attachment C – Special Conditions for Services Agreements–Federal Provisions, if applicable, Attachment D – Standards of Conduct Declaration, and Attachment E – Insurance Requirements. Necessary forms will be provided to the selected company.

Attachment A. Reserved

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 Hawai'i.
 - 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 Hawai'i, 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 Hawai'i, the State of Hawai'i, 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 Hawai'i 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 Hawai'i 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 Hawai'i 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 Hawai'i 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 Hawai‘i any and all copyrights in and to the material. If determined by RCUH or the University of Hawai‘i to be necessary, CONTRACTOR, the University of Hawai‘i, and RCUH shall execute any and all documents necessary to establish the University of Hawai‘i as the owner of the material, without the need for any additional consideration.

16. Publicity. CONTRACTOR shall not refer to RCUH, the University of Hawai‘i, 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 Hawai‘i Revised Statutes, which requires a tax clearance from the Hawai‘i 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 Hawai‘i 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 Hawai‘i. 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, Hawai‘i.
20. Notices. Any written notice required to be given by a party to this Agreement shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid, to RCUH at its address, and to CONTRACTOR at its address, as indicated in this Agreement. A notice shall be deemed to have been received by the recipient three (3) days after mailing or at the time of actual receipt, whichever is earlier.
21. Severability. In the event that any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Agreement, provided that the remaining terms and conditions of this Agreement remain legal and enforceable.
22. Waiver. The failure of RCUH to insist upon strict compliance with any term, provision or condition of this Agreement shall not constitute or be deemed to constitute a waiver or relinquishment of RCUH’s right to enforce the same in accordance with this Agreement.

23. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.
24. Federal Provisions. If federal funds are expended under this Agreement, CONTRACTOR shall comply with the applicable provisions of Attachment C.

Attachment C. Special Conditions for Services Agreements

FEDERAL PROVISIONS

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

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

Attachment D. Standards of Conduct Declaration

For purposes of this declaration:

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

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

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

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

CONTRACTOR understands that the Agreement to which this document is attached is voidable on behalf of the RCUH if the Agreement was entered into in violation of any provision of Chapter 84, Hawai‘i 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 Hawai‘i State Ethics Commission at least 10 days before this Agreement is awarded. (HRS § 84-15(a)).

Attachment E. Insurance Requirements

Insurance – should the offeror be selected during this RFP process –

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

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

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

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

Each insurance policy and COI required by the Agreement shall:

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

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

Offeror shall ensure that all its subcontractors also obtain and comply with all the above insurance

requirements and limits, to cover all work performed.

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

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

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

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

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

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

Attachment F. Data Sharing Protections and Requirements

1. Definitions.

- a. Agreement. “Agreement” refers to that agreement between the Research Corporation of the University of Hawaii (“RCUH”) and [_____] (“CONTRACTOR”) to which these Data Sharing Protections and Requirements is attached.
- b. Data. “Data” is defined as information or data elements that are created, received, maintained, and/or transmitted by the University of Hawai‘i (“University”) and RCUH in the course of meeting its administrative and academic requirements and includes, without limitation, non-public information, student data, metadata, and user content. Data may fall into one of four data classification categories, as set forth in the University’s Executive Policy [EP 2.2141](#), which definitions are incorporated herein by reference.
- c. De-Identified Data. “De-Identified Data” is Data that excludes all direct personal identifiers such that the identity of any individual is not recognizable. At a minimum, all of the following personal identifiers must be removed to constitute De-Identified Data:
 - i) Names;
 - ii) Geographic information (e.g., address, city, county, zip code, precinct);
 - iii) Dates related to an individual (e.g., birth date, admission date, discharge date, death date, all ages over 89);
 - iv) Phone number; and
 - v) Any other unique number, characteristic, or code.
- d. PII. “Personally Identifiable Information” or “PII” is any information identified as personally identifiable information under the Family Educational Rights and Privacy Act of 1974 (“FERPA”) or applicable state law.
- e. Contractor. “Contractor” shall refer to the party who is contracting with RCUH to receive Data from RCUH and the University, including all of their officers, employees, agents, and representatives.

2. Identification of Data. The CONTRACTOR shall receive/collect/manage the following Data pursuant to the Agreement:

- a. Names;
- b. Geographic information (e.g., address, city, county, zip code, precinct);
- c. Dates related to an individual (e.g., birth date, admission date, discharge date, death date, all ages over 89);
- d. Phone number; and
- e. Any other unique number, characteristic, or code.

3. Purpose of Data Sharing. The Data shall be used only for the purpose(s) stated in this Agreement and for no other purpose(s) without the prior written consent of the University and RCUH, which may be withheld in the University and RCUH’s sole discretion.

4. Ownership of Data. The University shall maintain ownership of the Data, and all proprietary rights to the Data, including intellectual property rights, shall be and remain in the University.

5. Transmission of Data. All Data transmitted hereunder shall be by secure means and shall be encrypted.
6. No Warranties. The University and RCUH make no representations or warranties of any kind or nature, express or implied, regarding the Data, including, without limitation, its quality or fitness for any particular purpose. In no event shall the University or RCUH be liable for CONTRACTOR's use of the Data as set forth herein.
7. Data Confidentiality. CONTRACTOR shall treat the Data as confidential and shall implement appropriate measures designed to ensure the confidentiality of the Data, including, without limitation, restricting access to only personnel who require such access and the use of such Data to perform the activities permitted hereunder and requiring personnel with access to the Data to sign written confidentiality agreements.
8. Network Security. CONTRACTOR shall maintain network security sufficient to protect the Data and in conformance with generally recognized industry standards and best practices, including, without limitation: (a) network firewall provisioning; (b) maintaining patched environments with appropriate security updates; (c) intrusion detection; and (d) regular (three or more annually) third party vulnerability assessments.
9. Application Security. CONTRACTOR shall maintain and regularly update its software such that applications remain secure from vulnerabilities identified in updates, upgrades, and bug fixes.
10. Data Security. CONTRACTOR shall implement measures to secure the Data including, without limitation: (a) ensuring the transmission and storage of Data by secure means, including encryption of all Data; (b) maintaining the Data on designated secure servers; (c) prohibiting the storage of Data on portable or laptop computing devices or similar mediums unless that medium is used as part of a backup and recovery process; (d) requiring the storage, backup, and network paths utilized for the Data be contained within the United States; (e) adopting policies to secure the Data from unauthorized access and to address breaches; (f) transmitting, storing and processing the data in accordance with industry best practices; and (g) conducting regular (three or more annually) risk assessments.
11. Disclosure to Third Parties Prohibited. CONTRACTOR shall not reveal, transmit, exchange, or share the Data with third parties unless CONTRACTOR has obtained the University's prior written consent; provided, that if CONTRACTOR obtains the University's prior written consent, CONTRACTOR shall enter into a written agreement with such third party that requires and ensures that the third party maintain at least the same level of Data protection, security, confidentiality, and indemnification as is required of CONTRACTOR herein.
12. De-Identified Data Requirements.
 - a. No Re-Identification. CONTRACTOR shall not take any steps to re-identify De-Identified Data, and shall ensure that all personnel do not re-identify De-Identified Data. In the event that De-Identified Data is re-identified, whether intentionally or inadvertently, CONTRACTOR shall promptly notify the University within forty-eight (48) hours of discovery, take all measures necessary to protect and secure any PII, assume financial

responsibility for any potential or actual breach or exposure, and fully indemnify, defend, and hold harmless RCUH and the University, as further set forth herein. CONTRACTOR shall not utilize any re-identified De-Identified Data or PII to contact individuals. Re-identification of De-Identified Data shall be grounds for immediate termination.

- b. Publication of De-Identified Data. In the event CONTRACTOR desires to include De-Identified Data in any publication, CONTRACTOR shall provide a copy of such publication to the University and obtain the University's prior written consent, which may be withheld in the University's sole discretion.
 - c. Use of Large De-Identified Data Groups. De-Identified Data shall not be transmitted or used in groups of fewer than ten (10) Students, so as to protect against the potential re-identification of individuals.
13. Destruction of Data. Upon termination of this Agreement, written request from RCUH or the University, or cessation of any need for the Data, whichever occurs first, CONTRACTOR shall erase, destroy, and render unreadable all Data provided to CONTRACTOR under this Agreement, in a manner that prevents reconstruction or re-identification of such Data. Within thirty (30) days of a request from RCUH or the University, CONTRACTOR shall provide written certification that these actions to erase, destroy, and render unreadable all Data have been complied with.
14. Compliance with Applicable Laws. CONTRACTOR shall observe and comply with all applicable laws, statutes, ordinances, orders, directives, rules, and regulations, now or hereafter made by any governmental authority ("Applicable Laws") regarding data security and protection.
15. Compliance with Applicable University Policies. CONTRACTOR shall observe and comply with all applicable University policies, including, without limitation, Executive Policy EP 2.214 (Institutional Data Classification Categories and Information Security Guidelines) and Executive Policy [EP 2.215](#) (Institutional Data Governance) and Administrative Procedure [AP 7.022](#) (Procedures Relating to Protection of the Educational Right and Privacy of Students).
16. Data Breach. CONTRACTOR shall comply with all Applicable Laws, including without limitation, Hawaii Revised Statutes 487N, requiring notification in the event of the unauthorized release of PII or Data, or other event requiring notification. Upon the occurrence of such event, CONTRACTOR shall (a) notify the University by telephone and email within forty-eight (48) hours of discovery, (b) assume financial responsibility and liability for the unauthorized disclosure, release, exposure, and/or breach, and (c) fully indemnify, defend, and hold harmless RCUH and the University, as further set forth herein. CONTRACTOR shall pay all such associated costs necessary to address and provide relief of and from the adverse effects of such actual, probable, or suspected breach, exposure, disclosure, or release of the Data, including, without limitation, the costs of notifying all affected individuals and entities and making credit monitoring and restoration services available to such affected individuals and entities, as required by the University, RCUH, and/or Applicable Laws.
17. Indemnification. CONTRACTOR shall indemnify, defend with counsel reasonably acceptable to the RCUH and the University, and hold harmless RCUH and the University, their officers, employees, agents, representatives, and any person acting on their behalf from and against any and all claims, demands, suits, actions, causes of action, judgments,

injunctions, orders, rulings, directives, penalties, assessments, liabilities, losses, damages, costs, and expenses (including, without limitation, reasonable attorneys' fees, expert witness fees and costs, discovery and pretrial costs, and costs incurred in the investigation, prosecution, defense, and/or handling of any action) by whomsoever incurred, sustained, or asserted, including claims for property damage, personal injury, bodily injury, death, lost revenues, and other economic loss and/or environmental damage, directly or indirectly arising from or related in any way to: (a) the sharing and making available of the Data hereunder; (b) CONTRACTOR's use, handling, transmission, storage, and processing of any Data; (c) CONTRACTOR's unauthorized use, handling, transmission, storage, processing, disclosure, release, and/or exposure of Data; and/or (d) CONTRACTOR's failure to timely, fully and properly perform any of its obligations under this Agreement, particularly any obligations relating to Data sharing and protection.

18. **Mandatory Disclosure of PII.** In the event CONTRACTOR becomes compelled by law or government directive to disclose any PII, CONTRACTOR shall provide RCUH and the University with immediate written notice so that RCUH and/or the University may seek an appropriate protective order or other remedy. CONTRACTOR shall only furnish that portion of the PII necessary to comply with the law or directive.
19. **Injunctive Relief.** Violation of any terms herein, including the actual or potential disclosure, release, and/or exposure of Data, may cause RCUH and the University irreparable injury for which there is no adequate remedy at law, and consequently the University and RCUH is entitled to seek immediate injunctive relief prohibiting such violation, in addition to any other rights available to it. CONTRACTOR hereby waives any requirement to post a bond with respect to any action for injunctive relief.
20. **Survival.** All CONTRACTOR's obligations herein to protect and secure Data, as well as to assume financial responsibility and liability for any unauthorized use, handling, transmission, storage, processing, disclosure, release, and/or exposure of Data and to indemnify, defend, and hold harmless RCUH and the University hereunder, shall survive termination or expiration of this Agreement.