

REQUEST FOR PROPOSALS

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

**CONTRACTED INFANT AND TODDLER CARE SERVICES
RFP NO. PDGB5-1001**

for the

**Preschool Development Grant Birth through Five Renewal Grant Program
Hawai'i P-20 Partnerships for Education
Office of the Vice President for Academic Strategy
University of Hawai'i
Honolulu, HI**

July 22, 2024

NOTICE TO OFFERORS

RFP Availability

A copy of the Request for Proposal (RFP) for Contracted Infant and Toddler Care, RFP No. PDGB5-1001, is available on the website: <https://hawaiiip20.link/PDG-Infant-Toddler-Care>.

Questions About the RFP

All questions about the RFP must be directed to Marlene Mattos at p20admin@hawaii.edu. Closing Date for Receipt of Offeror Questions is 4:00 PM (Hawaii Standard Time), July 30, 2024.

Closing Date for Receipt of Proposals

Completed proposals must be received no later than 4:00 PM (Hawaii Standard Time), August 19, 2024, at the address 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 Hawaii (RCUH).

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

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

This RFP contains 35 pages.

SECTION 1 – ADMINISTRATIVE OVERVIEW

1.1 INTRODUCTION

This is a Request for Proposals (RFP) issued by the Research Corporation of the University of Hawaii (RCUH), on behalf of the University of Hawai‘i, Hawai‘i P-20 Partnerships for Education to solicit proposals from Offerors who wish to be considered. The contract will be issued and administered as an Agreement for Services with the RCUH.

1.2 SCHEDULE OF KEY DATES

The schedule of key dates set forth herein represents the RCUH’s best estimate of the schedule that will be followed. Any of the dates listed below may be changed at any time at the sole discretion of the RCUH Procurement Officer or Delegated Procurement Officer.

Date of Notice (RFP Issued): July 22, 2024
Closing Date for Receipt of Offeror Questions:..... July 30, 2024, 4:00 PM, HST
Closing Date for Posting Responses to Questions: July 31, 2024, 4:00 PM, HST
Closing Date for Receipt of Proposals: August 19, 2024, 4:00 PM, HST
Proposal Review Period: August 20-23, 2024
Date of Contractor Selection and Award: August 26, 2024
Services Start Date (Tentative): September 1, 2024

1.3 RFP AMENDMENTS

The RCUH reserves the right to amend the RFP at any time prior to the Closing Date for Receipt of Proposals. All RFP amendments will be posted on the following website, <https://hawaiiip20.link/PDG-Infant-Toddler-Care>. **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, p20admin@hawaii.edu. RCUH reserves the right to only respond to questions regarding proposal requirements, contents, and details, that are received by 4:00 PM, HST, July 30, 2024. All received questions and responses will be posted by 4:00 PM, HST, July 31, 2024 on the Hawaii P-20 Partnerships for Education website, <https://hawaiiip20.link/PDG-Infant-Toddler-Care>.

The website referred to in the preceding paragraph will be non-secured (open and accessible to anyone to view). Since all questions and responses will be posted and accessible to the public, no proprietary information or questions regarding proprietary information or material should be communicated by an Offeror to the website identified above.

1.5 QUESTIONS BY RCUH TO OFFERORS

The Offeror is responsible for ensuring the correctness and readability of its proposal. However, the RCUH reserves the right to seek clarifications during the Proposal Review Period. Content for which a clarification may be requested includes obvious mislabeling of figures or tables, illegible text (such as may occur in a figure label being reduced to too small a font size), or an obvious clerical mistake (e.g., a misplaced decimal point or obvious mistake in designation of a unit such as feet instead of meters). The authority to permit correction of proposals is limited to proposals that, as submitted, are responsive to the RFP and may not be used to permit correction of proposals to make them responsive.

1.6 CLARIFICATION OF THE RFP

An Offeror shall carefully review this RFP for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable matter shall be promptly submitted to the RCUH prior to the Closing Date for Receipt of Offeror Questions. This shall allow issuance of any necessary amendments to the RFP. The Offeror hereby acknowledges, agrees, and waives any claim arising from any knowledge of any defect in this RFP acquired prior to the Closing Date for Receipt of Offeror Questions and failing to inform the RCUH prior to said deadline. The Offeror further acknowledges and agrees that: (1) the RCUH reserves the right to waive any technical irregularity not affecting an unbiased and objective evaluation of all proposals; (2) such waiver will be in the best interest of the RCUH; and (3) the Offeror hereby waives any claim against the RCUH arising from such technical irregularity.

1.7 TAX CLEARANCE FOR PROPOSALS

A tax clearance from the Hawaii Department of Taxation and the U.S. Internal Revenue Service is not required for submission of a proposal. However, in accordance with Section 103-53 of the Hawaii Revised Statutes, the selected contractor shall submit a valid tax clearance from the Hawaii Department of Taxation and the U.S. Internal Revenue Service prior to execution of the Agreement for Services. A Certificate of Vendor Compliance that reflects a “Compliant” status from Hawaii Compliance Express (HCE), <https://vendors.ehawaii.gov/hce/splash/welcome.html> is acceptable in satisfying the tax clearance requirement. Governmental agencies in the U.S. (i.e., city, county, state, federal) and any foreign governmental agencies are excepted from the tax clearance requirement.

Due to the fact that the proposal review and contract award period may be tightly scheduled, it is highly recommended that Contractors submitting proposals apply for tax clearance upon submission of the proposal in order to meet key dates.

1.8 PREPARATION COSTS

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

1.9 PROPRIETARY INFORMATION

The Offeror should clearly identify any proprietary information in the Offeror's submitted proposal. Upon final execution of an Agreement for Services, all non-proprietary information in an Offeror's proposal may be made available by the RCUH for public inspection upon request. Accordingly, material designated as confidential should be readily separable from the proposal in order to facilitate inspection of the nonconfidential portion of the proposal.

1.10 SUBMISSION OF PROPOSALS

Offerors may submit proposals by email to p20admin@hawaii.edu. 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. Offerors have the option to upload their proposal using the University of Hawaii's File Drop system, <https://www.hawaii.edu/filedrop/> (choose the Non UH-Users option and submit to p20admin@hawaii.edu). 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.

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 August 19, 2024, 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 up to two Contractors per County on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Offeror's best terms. RCUH may elect to require oral presentations following the submission of proposals, if requirements for the oral presentation process is included in Section 4.5.

1.18 BASIS FOR SELECTION

Based on the evaluation process discussed in Section 4 of this RFP, the two highest ranked responsible and responsive Offerors for each County may be selected.

1.19 PROCESS FOR NEGOTIATIONS

The RCUH will attempt to negotiate with the selected Offeror(s) 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- and/or second-ranked for each County Offeror, and may select the third- and/or fourth-ranked Offeror for negotiation of a potential award. This process may continue in order of Offeror ranking until a mutually acceptable Agreement for Services is achieved with the RCUH and an award is made to a selected Offeror.

1.20 AVAILABILITY OF FUNDS

Offerors are advised that entering into an Agreement for Services is contingent upon

availability of funds. If funds are not available, the RCUH reserves the right not to enter into an agreement.

1.21 NOTICE TO PROCEED

The RCUH shall not be responsible for work done, even in good faith, prior to the RCUH's execution of an Agreement for Services unless specific provisions are made in the Agreement for Services.

1.22 CHANGES TO CONTRACTOR'S FEE

It is recognized that financial audit disallowances and other changes may require adjustments in the compensation due to the Contractor. In the event that future actions would either disallow or minimize the payments already made to the Contractor, the Contractor shall assist the RCUH in defending the correctness of the claim for reimbursement. If the disallowance or adjustment is upheld, then the Contractor will repay RCUH to the extent the amount of the disallowance or adjustment was included in the total fee received by the Contractor. Payment to the RCUH shall be made within THIRTY (30) calendar days from which official notice is received by the Contractor from the RCUH.

1.23 PROCUREMENT OFFICER

This RFP is issued by the Research Corporation of the University of Hawaii, on behalf of the University of Hawai'i, Hawai'i P-20 Partnerships for Education. The Delegated Procurement Officer responsible for overseeing the RFP process and Agreement for Services is Marlene Mattos, Assistant Director, Hawai'i P-20 Partnerships for Education.

SECTION 2 – STATEMENT OF WORK

The Preschool Development Grant Birth through Five (PDG B-5) is a competitive federal grant designed to improve states' early childhood systems by building upon existing federal, state, and local early childhood care and education (ECCE) investments. The grant was established in 2015 through the bipartisan Every Student Succeeds Act (ESSA), which reauthorized the Elementary and Secondary Education Act (ESEA). While the initial PDG B-5 grants facilitated the collaboration and coordination among existing early childhood programs within the state's early childhood system, the purpose of the current PDG B-5 Renewal Grant focuses on strengthening the state's integrated ECCE system to prepare low-income and disadvantaged children to enter kindergarten, and have a seamless and high-quality early childhood experience from birth through third grade, by investing in the early childhood workforce and expanding access to high-quality ECCE programs and supports provided through a comprehensive mixed delivery system (MDS). Through this renewal grant, states have the opportunity to address objectives that the data, research, or needs assessment have indicated is needed within the state to help break down barriers and improve access to higher quality early childhood services.

As a recipient of the PDG B-5 Renewal Grant award from the Administration for Children and Families (ACF) at the U.S. Health and Human Services (HHS), Hawai'i P-20 Partnerships for Education (Hawai'i P-20), in collaboration with the Executive Office on Early Learning (EOEL), facilitates the administration, implementation, and monitoring of the Hawai'i PDG B-5 Renewal Grant project. The PDG B-5 Renewal Grant offers Hawai'i an opportunity to build a stronger infrastructure for a coordinated MDS which addresses equitable access to, and transition between, high-quality programs and services for all children birth through five statewide, to support their health, safety, and readiness for lifelong learning.

Scope of Work Overview

The Hawai'i PDG B-5 Renewal Grant will increase the availability and affordability of the ECCE MDS by supporting the expansion of Department of Human Services (DHS) licensed/registered infant and toddler care centers and home cares. The Contracted Infant and Toddler Care Services Pilot (CITCaP) offers an opportunity to increase supply of infant and toddler care, provide higher payments to providers who meet quality standards or provide care during nontraditional hours, provide higher compensation to the workforce and pay the full cost of care, and better enable families to access the quality of care they need to work and ensure their children are safe and supported. To accomplish this purpose, Hawai'i P-20 and EOEL seek skilled and qualified DHS-licensed/registered child care and home care entities to provide comprehensive, high-quality early care and education services to eligible children, birth through age three. The information from this pilot activity will help to inform the design of Hawaii's contracted child care program, when available.

An Offeror must: 1) be able to implement a research-based developmentally appropriate curriculum for children, six weeks to age three; 2) have the ability to develop and implement a budget that includes federal funds, child care subsidies, parent co-payments, non-federal funds, and U.S. Department of Agriculture (USDA) funds, if applicable; 3) manage and comply with the requirements of the USDA Child and Adult Care Food Program (CACFP), if applicable; 4)

have the ability to develop and implement goals and objectives that result in desired outcomes and program impacts; and 5) comply with the DHS Child Care licensing requirements.

Population to be served. The Hawai‘i PDG B-5 Renewal Grant approach is to maximize inclusion and equity by prioritizing access for marginalized populations into existing programs and services and/or creating new opportunities for children and families, especially in underserved and rural communities.

- ***Service area*** – The project service area to be served must be in rural areas as defined by Hawai‘i PDG B-5 Renewal Grant Project. Rural areas are identified as geographic locations that have less than a 50,000-population size, including all neighbor islands (Maui, Moloka‘i, Lāna‘i, Kaua‘i, and Hawai‘i Island) and the O‘ahu communities of Nānākuli, Wai‘anae, the North Shore of O‘ahu, and Waimānalo. Offerors must disclose the geographic area of sites within the service area. Offerors are not precluded from proposing to provide services in more than one geographic location. If two or more selected Offerors propose providing services for the same location, Hawai‘i P-20 and EOEL reserve the right to designate only one Offeror to provide services in that location. ***If an Offeror proposes to provide services in more than one rural area, the proposal must clearly indicate this intent as well as the areas being targeted.***
- ***Client eligibility*** – To be eligible for this CITCaP, a child at enrollment must be younger than three (3) years of age, reside in the service area aforementioned, and meet one of the following conditions: 1) the family’s household income fall at or below 85% State Median Income (SMI), using the 2023 Federal Poverty Income Guidelines; 2) the family is eligible for, or would be potentially eligible for, public assistance (i.e., child care subsidy, Temporary Assistance for Needy Families (TANF), Supplemental Security Income (SSI), Supplemental Nutrition Assistance Program (SNAP), etc.); 3) children who qualify for services under Part C of the Individuals with Disabilities Education Act (IDEA); 4) immigrant and dual language learners; 5) children experiencing homelessness and/or living in unstable housing; 6) children in foster care; or 7) Native Hawaiian children.

Number to be served. The PDG B-5 Renewal Grant CITCap will support up to two full-day (i.e., a minimum of 8 hours of service) and full-year (i.e., a minimum of 11 months of service) infant and toddler classrooms per county across four counties of Hawai‘i (County of Kauai, County of Maui, City and County of Honolulu, and County of Hawai‘i). Offerors must ensure that adequate classroom staff are available at all times to support the expansion or classroom opening. Offerors must provide the anticipated number of children enrolled per classroom and should consider the number of children’s seats/slots when determining the number of staff positions to propose. Child care providers must maintain a minimum of 85% monthly attendance. If the monthly attendance requirement is not met for three consecutive months, the providers must submit a corrective action plan.

In addition, the proposal must include the following:

- ***Program structure.*** 1) Establishment of a cost allocation per child that is reasonable and reflects the true cost of care; 2) the total number of infants and toddlers to be enrolled; 3) the number of hours per day and months of operation per year; 4) the number of staff with the following credentials – infant/toddler Child Development Associate (CDA) credential or state

certificate, and post-secondary degrees; and 5) a minimum number of professional learning and/or teacher institute days for teachers, if applicable.

- *Enrollment and attendance procedures.* Offerors must address how they will establish and implement enrollment and attendance procedures and the age group to be targeted, including 1) accepting applications from families for the program; 2) verifying information to assess eligibility and establishing a waitlist; 3) prioritizing selection of participants; 4) providing enrollment opportunities with children with disabilities; 5) maintaining full enrollment and filling vacancies; and 6) tracking attendance of enrolled children.
- *Educational and child development services.* Offerors must address how the CITCaP will: 1) provide a learning environment that promotes the healthy growth and development of all children, including children of all ability levels and with varying needs; 2) implement developmentally appropriate, research-based early childhood curricula; 3) complete developmental screening and standardized, authentic formative and summative assessments to evaluate the progress of child outcomes; 4) engage and communicate with families about their children's developmental and learning; 5) promote families' cultures/heritage and languages; and 6) implement strategies and practices to support successful transitions for children and families transitioning out of the CITCaP services.
- *Health and nutrition services.* Offerors must address how health and nutrition services will be provided, including a description of a daily meal plan (i.e., breakfast, lunch, and snack) for children in care.
- *Data collection and reporting.* Offerors must address how child- and program-level data will be collected and reported to meet the reporting requirements and to assess quality assurance plans.

Required Deliverables

Specific deliverables must be delineated in the Offeror's proposal. At a minimum, the following deliverables must be included in the proposal:

- A detailed description of a project work plan of all service activities and tasks, including both the timeframes necessary to accomplish the work and how the work will be accomplished. Also, include how it will collaborate with DHS.
- A description of a quality assurance and evaluation process that will be used to assess the proposed services to determine if the expected benefits and their impact have occurred. The evaluation process should also include how the Offeror will measure outcomes of required services and to evaluate the effectiveness of the program in order to continuously assess and modify services to better meet the needs of the target population (i.e., a continuous quality improvement plan).
- Quarterly progress and annual summary reports to provide updates on the status of services completed and performance and outcomes measures.

The Offeror will also be required to:

- Participate in regularly scheduled meetings to update the Hawai'i PDG B-5 project team of progress, as applicable;

- Notify the Hawai'i PDG B-5 project team of any issues that require attention from Hawai'i P-20 and EOEL, as well as recommendations for the mitigation of these issue(s).

Reporting

Required quarterly report, which includes:

1. Status of work, as it relates to the budget and schedule, including monthly enrollment and attendance of children in the program.
2. Major issues needing attention.
 - a. Description of the issue.
 - b. Recommended solutions.

In addition, the Hawai'i PDG B-5 project is required to track specific information as part of the PDG B-5 Renewal Grant. Therefore, the awarded contractor(s) will be required to report on the following (this is for informational purposes only; Offerors do not need to submit responses at this time; reporting templates, instructions, and due dates will be provided):

1. Funding

- Indicate and describe if other funds including both public and/or private sources were leveraged in conjunction with PDG B-5 funds or identify cases where PDG B-5 funds are blended, braided or layered with other funds.

2. Expanding Access to High Quality ECCE

- The number of new slots for infants and toddlers (birth to age 3). # ____
- The number of infants and toddlers who are (if applicable):
 - With disabilities (i.e., with IEP). # ____
 - In foster care. # ____
 - In unstable housing. # ____

3. Program Implementation and Systems Coordination

- The number of infants and toddlers (birth to age 3) referred to programs and services to support children's learning and development (i.e., Department of Health (DOH) Early Intervention, Hawaii Department of Education (HIDOE) Special Education Preschool, Women, Infants Children (WIC), DHS, Preschool Open Doors (POD), etc). # ____ and for what services? ____

SECTION 3 – PROPOSAL REQUIREMENTS

3.1 REQUIRED FORMAT

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

1. Executive Summary
2. Technical Proposal
3. Schedule
4. Qualifications and Expertise
5. Price Proposal
6. Appendices

3.1.1 EXECUTIVE SUMMARY

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

3.1.2 TECHNICAL PROPOSAL

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 required deliverable, the Offeror should provide an explanatory discussion of how each deliverable will be accomplished (e.g., developmentally appropriate practices), as well as outline any anticipated challenges which should be addressed and mitigated in the project management plan. The Offeror should address each of the elements (i.e., program structure, enrollment and attendance procedures, educational and child development services, health and nutrition services, data collecting and reporting) listed in Section 2 – Statement of Work. The Offeror should also describe the ability to adhere to deadlines, attend scheduled meetings, and maintain communication to effectively implement the activities in the manner described in Section 2 – Statement of Work.

Limit: 15 pages.

3.1.3 SCHEDULE

Due to federal funding budget periods of the Hawai‘i PDG B-5 Renewal Grant, the CITCaP services will be categorized in the following time periods:

Year 1: Upon execution of the Agreement for Services through December 30, 2024

Year 2: December 31, 2024 to December 30, 2025

Year 3 (No-cost extension): December 31, 2025 to December 30, 2026

The project timeline should include an estimated schedule for each deliverable in Year 1 and proposed deliverables for Year 2 and Year 3. The schedule must include all required activities for the project and associated sub-tasks, including the party or parties responsible for each sub-task, and the estimated dates for the initiation and completion of each sub-task. Upon execution of an Agreement for Services, the Offeror shall work with Hawai'i P-20 and EOEL to immediately begin work on requirements.

Note: The continuation of services beyond Year 1 is dependent upon Hawai'i P-20's receipt of its Notice of Award (NOA). Although it is not competitive, the Year 2 continuation of funding is also subject to an evaluation by Hawai'i P-20 on the basis of whether the Offeror has made substantial progress in achieving the goals and objectives of the project.

If the Hawai'i PDG B-5 Renewal Grant Project receives an official announcement from HHS of a no-cost extension, Year 3 (December 31, 2025 to December 30, 2026) will be added to the continuation of services. All activities must be completed by June 30, 2025.

Limit: 3 pages

3.1.4 QUALIFICATIONS AND EXPERTISE

Offeror shall describe the organization's qualifications, structure, and core competencies, including its experience with planning and operating DHS licensed child care or registered home care settings for infants and toddlers, as well as working in Hawai'i, especially in rural areas and with vulnerable populations. 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. Include organizational charts that reflect the position of each staff and line of responsibility and supervision, as appropriate.

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. Offeror shall demonstrate that personnel possess knowledge and understanding of developmentally appropriate practices in the implementation of child development services for infants and toddlers of all ability levels and with varying needs, with respect to social and emotional, communication, self-help, and cognitive skills. This section should also provide specific information to describe how key personnel are qualified to manage and implement the proposed activities, including a proposed staffing plan, adult and child ratios, and proposed caseload capacity appropriate for the services proposed. Offeror shall describe plans for continuity of service activities in the event of staff illness, medical emergencies, vacancies, or other situations that result in program resources that are less than proposed and contracted for.

A copy of Offeror's DHS license should be included in this section. Offeror's that do not include their license may be disqualified.

Limit: 2-3 pages for organization information. For each key personnel, include percentage of time and key skills set to be contributed to the project.

3.1.5 PRICE PROPOSAL

The Agreement of Services is a fixed rate agreement. A monthly allocation per child is provided below, based on the Hawai‘i Department of Human Services’ cost of care administrative rate (<https://dhsgrants.hawaii.gov/program-overview/>). Offerors shall identify anticipated full classroom enrollment and submit a line-item proposal that includes the total number of infants and toddlers enrolled in a full-day, full-year classroom, following the DHS licensing regulations.

Provider Type		Funding Allocation
IT	Infant/Toddler Centers	\$2,120 per child per month
FCC	Family Child Care	\$1,830 per child per month
GCH	Group Care Home	\$1,830 per child per month

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

3.1.6 APPENDICES

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

Appendix B – Offeror’s Profile. The Offeror’s Profile form shown in Appendix B shall be completed in its entirety.

Appendix C – Reserved.

Appendix A

PROPOSAL LETTER TO THE RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII

We propose to provide services for the Research Corporation of the University of Hawaii, for the benefit of the **Preschool Development Grant Birth through Five (PDG B-5) Renewal Grant Program, Hawai'i 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 4.6 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 Hawaii Standard Time, August 19, 2024, 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. 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 two Offerors for each County with the highest score according to the criteria shown in this section may 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, 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:

<u>Category</u>	<u>Maximum Number of Points per Category</u>
Qualifications and expertise	45
Ability to Perform Work	45
Budget Proposal and Narrative	10
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 (45 points total)

- Familiarity in collaborating with early childhood partners (5 points) – Offerors demonstrate their expertise working and collaborating with public and private early childhood programs providing services for young children, birth to age 5, and services for vulnerable populations.
- Familiarity with operating DHS licensed child care or registered home care settings for infants and toddlers (20 points) – Offerors demonstrate their expertise in planning, developing, and administering infant and toddler care program services, including prioritizing working with low-income working families and vulnerable populations.

- Familiarity with providing family engagement opportunities (10 points) – Offerors demonstrate their expertise in developing and providing family engagement opportunities, including, but not limited to, the convening of parent committee meetings, if applicable.
- Experience working in Hawai‘i, especially in rural areas (10 points) – Offerors demonstrate their understanding of the cultures and demographics of Hawai‘i’s communities, in particular, those in rural and remote areas.

Ability to Perform the Work (45 points total)

- Evidence of understanding of the project (15 points) – Offerors must address the requirements described in this request, demonstrating an understanding of the project needs.
- Quality of work plan and timeline (15 points) – Offerors must explain the intended work plan and timeline by providing a clear description of the process and timeline that will be followed to produce their desired results.
- Feasibility of proposal (10 points) – Offerors must describe their organization’s capacity to complete the work effectively and within the timeline. This capacity may be described by linking the Offerors’ 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.

Budget Proposal and Narrative (10 points total)

- Comprehensiveness and cost-effectiveness of price proposal (10 points) – Offerors must provide a line-item budget of their proposed services, based on total number of infants and toddlers to be enrolled in a full-day, full-year classroom.

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- and second-ranked Offeror for each County. If this cannot be accomplished within 21 calendar days after initial Selection, the RCUH reserves the right to terminate contract negotiations with the first- and/or second-ranked Offeror for each County, and may select the third- and/or fourth-ranked Offeror for each County 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 HAWAII

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

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

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

Attachment A. 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 Hawaii.
 - e. CONTRACTOR shall be responsible for securing any and all insurance coverage for CONTRACTOR and CONTRACTOR's employees and agents which is, or may be, required by law. CONTRACTOR shall further be responsible for payment of all premiums, costs and other liabilities associated with securing said insurance coverage.

3. Personnel Requirements.
 - a. CONTRACTOR shall secure, at CONTRACTOR's own expense, all personnel required to perform the services required by this Agreement.
 - b. CONTRACTOR shall ensure that CONTRACTOR's employees and agents are experienced and fully qualified to engage in the activities and services required under this Agreement, and that all applicable licensing and operating requirements imposed or required under federal, state and county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents, are complied with and satisfied.
4. Nondiscrimination. No person performing work under this Agreement, including any subcontractor, employee or agent of CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state or county law.
5. Subcontracts and Assignments. CONTRACTOR shall not assign or subcontract any of CONTRACTOR's duties, obligations, or interests under this Agreement without the prior written consent of RCUH. Additionally, no assignment by CONTRACTOR of CONTRACTOR's right to compensation under this Agreement shall be effective unless and until the assignment is approved in writing by RCUH, and a tax clearance is submitted by the assignee. RCUH must also approve, in writing, all other assignment or subcontract agreements entered into by CONTRACTOR's assignees and subcontractors, prior to execution.
6. Conflict of Interest. CONTRACTOR represents that neither CONTRACTOR, nor any employee or agent of CONTRACTOR, presently has any interest (and promises that no such interest, direct or indirect, shall be acquired), which would or might conflict in any manner or degree with the performance of CONTRACTOR's services under this Agreement.
7. Modifications of Agreement. Any modification, alteration, amendment, change, or extension to any term, provision, or condition of this Agreement shall be made only by written amendment to this Agreement, signed by CONTRACTOR and RCUH. No modification, alteration, amendment, change or extension to any term, provision, or condition of this Agreement, signed by any persons, including the University of Hawaii, shall be binding on RCUH unless signed by an authorized official of RCUH.
8. Suspension of Agreement. RCUH reserves the right at any time and for any reason to suspend all or any part of the performance required by this Agreement for any reasonable period, upon written notice to CONTRACTOR. Upon receipt of said notice, CONTRACTOR shall immediately comply with said notice and suspend all such work under this Agreement at the time stated.
9. Termination of Agreement for Default.
 - a. If CONTRACTOR breaches this Agreement by failing to satisfactorily fulfill in a timely or proper manner CONTRACTOR's obligations under this Agreement, or failing to perform any of the promises, terms, or conditions of this Agreement, RCUH shall have the right to terminate this Agreement in whole or in part, by giving written notice to CONTRACTOR at least seven (7)

calendar days (or any longer time as specified by RCUH in writing) before the effective date of termination. The notice shall provide CONTRACTOR with an opportunity to cure its default or take satisfactory corrective action within the seven (7) days (or other longer time as specified by RCUH). In the case of a partial termination, CONTRACTOR shall continue performance of this Agreement to the extent it is not terminated.

- b. CONTRACTOR shall, within four (4) weeks of the effective date of such termination (or within four (4) weeks of the scheduled expiration of the time of performance specified in this Agreement, whichever is earlier), compile and submit in an orderly manner to RCUH an accounting of the work performed up to the effective date of termination or expiration. In such event, CONTRACTOR shall be paid for the actual cost of the services rendered, but in no event more than the total compensation payable to CONTRACTOR under this Agreement.
- c. As of the date of termination provided in the notice, CONTRACTOR shall incur no further obligations in connection with the terminated performance, and CONTRACTOR shall stop performance to the extent specified. CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance, subject to RCUH's approval. RCUH may choose to direct CONTRACTOR to assign CONTRACTOR's right, title, and interest under terminated orders or subcontracts to RCUH.
- d. CONTRACTOR shall not be relieved of liability to RCUH for damages sustained because of any breach by CONTRACTOR of this Agreement, including but not limited to RCUH's procurement of similar goods and services in a manner and upon terms deemed appropriate by RCUH. In such an event, RCUH may retain any amounts which may be due and owing to CONTRACTOR until such time as the exact amount of damages due to RCUH from CONTRACTOR has been determined. RCUH may also set off any damages so determined against the amounts retained.
- e. Upon termination of this Agreement (or upon the scheduled expiration of the time of performance specified in this Agreement, whichever is earlier), all finished and unfinished material prepared by CONTRACTOR shall, at RCUH's option, become RCUH's property and, together with all material, if any, provided to CONTRACTOR by RCUH, shall be delivered and surrendered to RCUH on or before the expiration date or date of termination. For purposes of this Agreement, "material" includes but is not limited to any information, data, reports, summaries, tables, maps, charts, photographs, films, graphs, studies, recommendations, program concepts, titles, scripts, working papers, files, models, audiotapes, videotapes, computer tapes, cassettes, diskettes, documents, and records developed, prepared, or conceived by CONTRACTOR in connection with this Agreement, or furnished to CONTRACTOR by RCUH. Additionally, CONTRACTOR shall take timely, reasonable, and necessary action to protect and preserve property and materials in the possession of CONTRACTOR, in which RCUH has an interest.

10. Termination of Agreement for Convenience.

- a. RCUH may terminate this Agreement without statement of cause at any time, in whole or in part, by giving written notice to CONTRACTOR of such termination at least thirty (30) calendar

days before the effective date of such termination. In the event of a partial termination, CONTRACTOR shall continue performance of this Agreement to the extent it is not terminated.

- b. Upon termination of this Agreement, CONTRACTOR shall, within four (4) weeks of the effective date of such termination, compile and submit in an orderly manner to RCUH an accounting of the work performed up to the effective date of termination. In such event, CONTRACTOR shall be paid for the actual cost of the services rendered, but in no event more than the total compensation payable to CONTRACTOR under this Agreement.
 - c. As of the date of termination provided in the notice, CONTRACTOR shall incur no further obligations in connection with the terminated performance, and CONTRACTOR shall stop performance to the extent specified. CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance, subject to RCUH's approval. RCUH may choose to direct CONTRACTOR to assign CONTRACTOR's right, title, and interest under terminated orders or subcontracts to RCUH.
 - d. All finished and unfinished material prepared by CONTRACTOR shall, at RCUH's option, become RCUH's property and, together with all material, if any, provided to CONTRACTOR by RCUH, shall be delivered and surrendered to RCUH on or before the date of termination. For purposes of this Agreement, "material" includes but is not limited to any information, data, reports, summaries, tables, maps, charts, photographs, films, graphs, studies, recommendations, program concepts, titles, scripts, working papers, files, models, audiotapes, videotapes, computer tapes, cassettes, diskettes, documents, and records developed, prepared, or conceived by CONTRACTOR in connection with this Agreement, or furnished to CONTRACTOR by RCUH. Additionally, CONTRACTOR shall take timely, reasonable, and necessary action to protect and preserve property and materials in the possession of CONTRACTOR, in which RCUH has an interest.
11. Compliance with Laws. CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, which in any way affect CONTRACTOR's performance of this Agreement.
12. Indemnification and Defense. CONTRACTOR shall defend, indemnify, and hold harmless RCUH, the University of Hawaii, the State of Hawaii, and the Project, and their respective officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees and costs, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of CONTRACTOR or CONTRACTOR's employees, officers, agents, or subcontractors, occurring during or in connection with the performance of CONTRACTOR's services under this Agreement. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Agreement.
13. Disputes. No dispute arising under this Agreement may be sued upon by CONTRACTOR until after CONTRACTOR's written request to RCUH to informally resolve the dispute is rejected, or until ninety (90) days after RCUH's receipt of CONTRACTOR's written request, whichever occurs first.

While RCUH considers CONTRACTOR's written request, CONTRACTOR agrees to proceed diligently with the provision of services necessary to complete the scope of services described in Attachment 1.

14. Confidentiality of Material.

- a. All material given to or made available to CONTRACTOR by virtue of this Agreement, whether oral or written, and which is identified as proprietary or confidential information, will be safeguarded by CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of RCUH.
- b. All information, data, or other material provided by CONTRACTOR to RCUH, which is identified as proprietary or confidential, shall be kept confidential to the extent permitted by law.

15. Ownership and Intellectual Property Rights.

- a. **Physical Material.** The University of Hawaii shall have complete ownership of all physical material, both finished and unfinished, which is acquired, developed, prepared, or assembled by CONTRACTOR pursuant to this Agreement, unless the provisions of the Project's Prime Award (grant/contract awarded directly by the federal government), if any, requires that title to physical material vest in another party. If determined by RCUH to be necessary, CONTRACTOR and RCUH shall execute any and all documents necessary to establish the University of Hawaii or other required party as the owner of the material, without the need for any additional consideration.
- b. **Patentable Inventions.**
 - i. **Rights to Patentable Inventions.** The rights to patentable inventions shall be determined in accordance with the provisions of the Project's Prime Award, if any. If the Prime Award is subject to the applicable regulations governing patents and inventions incorporated in 37 CFR 401, the term "subcontractor" shall be substituted for "contractor" throughout 37 CFR 401, unless the context of the clause requires otherwise. It is intended that 37 CFR 401 shall apply to CONTRACTOR in such a manner as is necessary to: (1) reflect the position of CONTRACTOR as a subcontractor to RCUH, (2) insure CONTRACTOR's rights under 37 CFR 401 and its obligations to RCUH, the Project, and the United States government, and (3) enable the Project to meet its obligations under its Prime Award. In the absence of ownership provisions in the Prime Award, or if the Project is supported by other funds, the ownership of patentable inventions developed pursuant to this Agreement will be determined under applicable U.S. law. If determined by RCUH to be necessary, CONTRACTOR and RCUH shall execute any and all documents necessary to establish the rights to the patentable inventions, without the need for any additional consideration.
 - ii. **Licensing of Patentable Inventions.** CONTRACTOR agrees to grant and hereby does grant to the University of Hawaii an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, make, have made, and distribute any patentable invention first conceived or reduced to practice in the performance of this Agreement.

- c. Copyrights. The University of Hawaii shall have complete ownership of all copyright material (including but not limited to any computer software and its documentation and/or databases) that is developed or prepared by CONTRACTOR for RCUH pursuant to this Agreement, and all such material shall be considered "works-made-for-hire." All such material shall be delivered to RCUH upon expiration or termination of this Agreement. CONTRACTOR, however, may use thereafter any ideas and techniques that may be embodied in such works. To the extent the material is not recognized as a "work-made-for-hire" as a matter of law, CONTRACTOR hereby assigns to the University of Hawaii any and all copyrights in and to the material. If determined by RCUH or the University of Hawaii to be necessary, CONTRACTOR, the University of Hawaii, and RCUH shall execute any and all documents necessary to establish the University of Hawaii as the owner of the material, without the need for any additional consideration.
16. Publicity. CONTRACTOR shall not refer to RCUH, the University of Hawaii, the Project, or any office, agency, or officer thereof, or to the services provided pursuant to this Agreement, in any of CONTRACTOR's brochures, advertisements, or other publicity of CONTRACTOR. All media contacts with CONTRACTOR about this Agreement shall be referred to RCUH.
17. Payment Procedures; Final Payment. All payments under this Agreement shall be made only upon (a) submission by CONTRACTOR to RCUH of original invoices specifying the amount due and certifying that services requested under this Agreement have been performed by CONTRACTOR according to this Agreement, and (b) satisfactory performance as determined by RCUH and as specified in Attachments 1, 2, and 3.
18. Tax Clearance. Final payment under this Agreement shall be subject to Section 103-53 of the Hawaii Revised Statutes, which requires a tax clearance from the Hawaii Department of Taxation and the U.S. Internal Revenue Service, stating that all delinquent taxes, if any, levied or accrued against CONTRACTOR have been paid. A tax clearance is required on final payment for agreements of \$25,000 or more. In addition to obtaining a tax clearance prior to final payment, CONTRACTOR is required to obtain a tax clearance from the Hawaii Department of Taxation and the U.S. Internal Revenue Service prior to the execution of this Agreement, if \$25,000 or more.
19. Governing Law, Jurisdiction and Venue. The validity of this Agreement and any of its terms and/or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Agreement shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.
20. Notices. Any written notice required to be given by a party to this Agreement shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid, to RCUH at its address, and to CONTRACTOR at its address, as indicated in this Agreement. A notice shall be deemed to have been received by the recipient three (3) days after mailing or at the time of actual receipt, whichever is earlier.
21. Severability. In the event that any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Agreement, provided that the remaining terms and conditions of this Agreement remain legal and enforceable.

22. Waiver. The failure of RCUH to insist upon strict compliance with any term, provision or condition of this Agreement shall not constitute or be deemed to constitute a waiver or relinquishment of RCUH's right to enforce the same in accordance with this Agreement.
23. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.
24. Federal Provisions. If federal funds are expended under this Agreement, CONTRACTOR shall comply with the applicable provisions of Attachment C.

Attachment C. Special Conditions for Services Agreements

FEDERAL PROVISIONS

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

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

Attachment D. Standards of Conduct Declaration

For purposes of this declaration:

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

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

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

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

CONTRACTOR understands that the Agreement to which this document is attached is voidable on behalf of the RCUH if the Agreement was entered into in violation of any provision of Chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the above declarations. Additionally, any fee, compensation, gift, or profit received by any person as a result of violating the Code of Ethics may be recovered by RCUH.

CONTRACTOR

By

Its

(Title)

Date

* Reminder to the Project. If the "(is)" in No. 1 and/or 2 above is selected: (a) contact RCUH Procurement prior to executing this Agreement; and (b) if this Agreement involves goods or services of a value in excess of \$10,000, this Agreement must have been awarded by a competitive sealed bid or proposal. Otherwise, the Project may not enter into this Agreement unless it posts a notice of intent to award this Agreement and files a copy of the notice with the Hawaii State Ethics Commission at least 10 days before this Agreement is awarded. (HRS § 84-15(a)).

Attachment E. Insurance Requirements

CONTRACTOR shall maintain Commercial General Liability insurance acceptable to RCUH in full force and effect throughout the term of this AGREEMENT. The policy or policies of insurance maintained by the CONTRACTOR 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 this AGREEMENT.

Workers' Compensation/Employers' Liability Insurance – CONTRACTOR 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. CONTRACTOR 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 – CONTRACTOR 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.

Each insurance policy and certificate of insurance required by this AGREEMENT shall:

- a. Provide that any insurance maintained by RCUH will apply in excess of, and not contribute with, insurance provided by the insured'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, workers' compensation.

CONTRACTOR shall ensure that all its subcontractors also obtain and comply with all the above insurance requirements and limits, to cover all work performed.

CONTRACTOR is required to notify RCUH of any changes to CONTRACTOR'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 this AGREEMENT, all work performed incidental thereto or directly or indirectly connected therewith.

CONTRACTOR agrees to deposit with RCUH, on or before the effective date of this AGREEMENT, certificates of insurance necessary to satisfy RCUH that the insurance provisions of this 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 this 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 this AGREEMENT do not provide adequate protection for RCUH, RCUH may require CONTRACTOR 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 CONTRACTOR in writing of changes in the insurance requirements; and if CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this AGREEMENT. Notwithstanding said policy or policies of insurance, CONTRACTOR shall be obligated for the full and total amount of any damage, injury, or loss arising from its acts or omissions with respect to this AGREEMENT.

TERMS AND CONDITIONS APPLICABLE TO CONTRACTS AND PURCHASE ORDERS (UNDER FEDERAL GRANTS)

The following requirements only apply if they are applicable to the purchase:

1. ANTI-KICKBACK ACT (40 U.S.C. 3145). For construction or repair projects in excess of \$2,000, the contractor/subcontractor/vendor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States).
2. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141-3148). For construction projects in excess of \$2,000, the contractor/subcontractor/vendor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148), as supplemented by Department of labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
3. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708). For all projects in excess of \$100,000 that involve the employment of mechanics or laborers, the contractor/subcontractor/vendor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
4. RIGHTS TO INVENTIONS. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a), and the contractor/subcontractor enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement", the contractor/subcontractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and implementing regulations issued by the awarding agency.
5. ANTI-LOBBYING (31 U.S.C. 1352). If this purchase is more than \$100,000, the contractor/subcontractor/vendor (each tier) must certify that it will not or has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee or any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by the Byrd Anti-Lobbying Amendment (31 U.S.C.1352). The contractor/subcontractor/vendor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
6. DEBARMENT AND SUSPENSION. In accordance with Executive Orders (EO) 12549 and 12689, "Debarment and Suspension," a purchase of more than \$25,000 must not be made from a contractor/subcontractor/vendor that is debarred, suspended, or proposed for debarment. For purchases of more than \$25,000, the contractor/subcontractor/vendor shall certify that it is or is not debarred, suspended, or proposed for debarment by the Federal Government or the project shall check the System for Award management (SAM) at <https://www.sam.gov/SAM/>. Recipients shall fully comply with the requirements stipulated in Subpart C of 45 CFR 620, entitled "Responsibilities of Participants Regarding Transactions". The recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 45 CFR 620, entitled "Covered Transactions", includes a term or condition requiring compliance with Subpart C. The recipient is also responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transaction. The recipient acknowledges that failing to disclose the information required under 45 CFR 620.335 may result in the termination of the award, or pursuance of other available remedies, including suspension and debarment.
7. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
8. CLEAN AIR ACT (42 U.S.C. 7401-7671q) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED. For contracts and subgrants of amounts in excess of \$150,000, the recipient shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
9. RIGHT TO AUDIT. For all negotiated purchases of more than \$150,000, the contractor/subcontractor/vendor agrees that RCUH, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to and the right to examine any pertinent books, documents, papers and records of such contractor/subcontractor/vendor involving transactions related to this purchase.
10. TRAFFICKING IN PERSONS. For subawards (pursuant to 22 U.S.C. 7104(g)), the subrecipient shall comply with the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104), as implemented by 2 CFR 175.
11. TERMINATION FOR CAUSE (VIOLATION/BREACH) OR CONVENIENCE OF RCUH. For all purchases in excess of \$10,000, if a termination clause indicating RCUH's ability to terminate for cause and convenience is not included as part of the terms or contract associated with the purchase, [clause 18](#) of RCUH Attachment 31 (General Terms and Conditions Applicable to All Purchase Orders) shall apply to the purchase.
12. PROCUREMENT OF RECOVERED MATERIALS. All contractors/subcontractors/vendors must comply with 2 CFR § 200.323.
13. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. All contractors/subcontractors/vendors must comply with 2 CFR § 200.216.
14. DOMESTIC PREFERENCES FOR PROCUREMENTS. All contractors/subcontractors/vendors must comply with 2 CFR § 200.322.