

REQUEST FOR PROPOSALS (RFP) NO. 25-1364
TO
PROVIDE ONLINE TUTORING SERVICES
FOR
UNIVERSITY OF HAWAII COMMUNITY COLLEGES

NOVEMBER, 2024

BOARD OF REGENTS
UNIVERSITY OF HAWAII
HONOLULU, HAWAII

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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.

NOTICE TO OFFERORS

The University of Hawaii RFP No. 25-1364, to Provide Online Tutoring Services for University of Hawaii Community Colleges is issued and will be awarded through the State of Hawaii's electronic procurement system (HlePRO). **All proposal responses must be submitted electronically through HlePRO no later than 2:30 p.m., December 26, 2024.** Proposal received after the due date and time or received in a form other than electronically through HlePRO will not be considered.

Offerors are advised that they should not wait until the last minute to submit their proposal through HlePRO. Offerors are solely responsible for ensuring that their electronic submission through HlePRO is complete and all necessary files are attached to their offeror prior to the RFP due date and time. The University shall not be responsible for any delay or failure of any Offeror to submit any materials updated through the RFP process on a timely basis.

Electronic Procurement

Offerors interested in responding to this electronic solicitation must be registered on HlePRO. To register, visit the following link: https://hiepro.ehawaii.gov/videos/video/vendor_registration.html. Reference the Vendor Quick Reference Guide for additional information at <https://hiepro.ehawaii.gov/static-resources/VendorQuickReferenceGuide.pdf>.

HlePRO will be the system of record for the issuance of the the RFP, to receive the proposal requirements, issue Amendments, and make award for the RFP. Amendments and other information and materials provided through HlePRO, may include additions or changes with respect to the due date and time.

Special instructions in HlePRO related to this solicitation are incorporated herein and made a part of this RFP through reference. Offerors shall review all special instructions located in HlePRO.

Questions and Clarifications

All questions and requests for clarifications must be submitted electronically through HlePRO. Questions must be submitted by **November 29, 2024**. Responses will be posted on **December 11, 2024**.

The University may refuse to answer any questions received outside of HlePRO or after the Questions/Answers deadline.

Kalbert K. Young
Chief Procurement Officer
University of Hawaii

Posting Date: November 22, 2024

Vendors are responsible for notifying the Procurement Specialist Kurt Minato (e-mail: minato@hawaii.edu) for accessibility concerns related to this RFP.

NOTICE TO OFFERORS

SECTION 1 ADMINISTRATIVE OVERVIEW

1.1 INTRODUCTION

This Request for Proposals (RFP) is being issued by the University of Hawaii to solicit proposals from Offerors who wish to be considered to Provide Online Tutoring Services for students of the University of Hawaii Community Colleges.

1.2 AUTHORITY

This Request for Proposals (RFP) is issued under the provisions of the Hawaii Revised Statutes, Chapters 103 and 103D. All prospective Contractors are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any prospective Contractor shall constitute admission of such knowledge on the part of such prospective Contractor.

1.3 RFP ORGANIZATION

This RFP is organized into the following sections:

Section 1, Administrative Overview -- Provides Offerors with general information on the objectives of this RFP, procurement schedule, and procurement overview.

Section 2, Scope of Work -- Provides Offerors with a general description of the tasks to be performed, delineates University and Contractor's responsibilities, and defines deliverables.

Section 3, Proposal Requirements -- Describes the required format and content for the Offeror's proposal.

Section 4, Criteria to Evaluate Proposals -- Describes how proposals will be evaluated by the University of Hawaii.

Section 5, Special Provisions -- Provides Offerors the terms and conditions under which the work will be performed.

1.4 SCHEDULE OF KEY DATES

The schedule of key dates set forth herein represents the University'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 Director, Office of Procurement Management:

RFP Advertised and Issued	<u>November 22, 2024</u>
Closing Date for Submission of Questions	<u>November 29, 2024</u>
University Response to Offeror's Questions	<u>December 11, 2024</u>
Closing Date for Receipt of Proposals	<u>December 26, 2024</u>
Proposal Review Period	<u>December 27, 2024 – January 10, 2025</u>
Contractor Selection and Award	<u>January 17, 2025</u>
Contract Start Date (Tentative)	<u>March 1, 2025</u>

1.5 SUBMISSION OF QUESTIONS

Offerors may submit questions via HlePRO. The deadline for submission of questions is no later than 4:00 p.m., Hawaii Standard Time, on November 29, 2024.

Responses to question submitted via HlePRO will be made no later than 4:00 p.m., Hawaii Standard Time, on December 11, 2024.

1.6 SUBMISSION OF PROPOSALS

Offerors shall read, complete, and submit all required information as specified in the Request for Proposals. All proposals must be submitted via HlePRO by the date and time specified on the NOTICE TO OFFERORS. No hardcopy proposals will be accepted.

1.7 COSTS FOR PROPOSAL PREPARATION

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

1.8 DISQUALIFICATION OF PROPOSALS

The University reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the scope of the work. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be disqualified without further notice.

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

1. The proposal shows any noncompliance with applicable law.
2. The proposal is conditional, incomplete, or irregular in such a way as to make the proposal indefinite or ambiguous as to its meaning.
3. The proposal has any provision reserving the right to accept or reject award, or to enter into a contract pursuant to an award, or provisions contrary to those required in the solicitation.
4. The Offeror is debarred or suspended.

1.9 PROCUREMENT OFFICER

This RFP is issued by the Office of Procurement Management, University of Hawaii. The Procurement Officer responsible for overseeing the contract is Karlee Hisashima, Interim Director of the Office of Procurement Management.

1.10 TECHNICAL REPRESENTATIVE OF THE PROCUREMENT OFFICER (TRPO)

The individual listed below is the Technical Representative of the Procurement Officer (TRPO):

Catherine Bio
Director of Student Success
2327 Dole Street
Telephone: 808-984-3614
Facsimile: 808-956-5286
Email: cbio@hawaii.edu

1.11 ISSUING OFFICER

The individual listed below is the issuing officer and the official contact for all communication regarding this RFP:

Kurt Minato
Office of Procurement Management
University of Hawaii
1400 Lower Campus Road, Room 15
Honolulu, Hawaii 96822
Phone: 808-956-7977
Email: minato@hawaii.edu

1.12 CHANGES TO CONTRACTOR'S FEE

It is recognized that 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 University in defending the correctness of the claim for reimbursement. If the disallowance or adjustment is upheld, then the Contractor will participate in the payback to the extent the amount of the disallowance or adjustment contributed to the total fee received by the Contractor. Payment to the University shall be made within THIRTY (30) calendar days from which official notice is received by the Contractor from the University.

1.13 RFP AMENDMENTS

The University reserves the right to amend the RFP any time prior to the closing date for best and final offers.

1.14 AWARD ON INITIAL PROPOSALS

The University may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Offeror's best terms.

1.15 AVAILABILITY OF FUNDS

Offerors are advised that the award of this contract is contingent upon availability of funds. If funds are not available, the University reserves the right not to make award of this contract.

1.16 NOTICE TO PROCEED

The University shall not be responsible for work done, even in good faith, prior to the University's Notice to Proceed unless specific provisions are made in the contract.

1.17 RFP SUBMITTALS BECOME PROPERTY OF THE UNIVERSITY

All proposals and other material submitted shall become the property of the University and may be returned only at the University's option.

**SECTION 2
SCOPE OF WORK**

2.1 OBJECTIVE AND OVERVIEW

To provide on-line tutorial services to students as a resource for additional supplemental instruction outside of normal classroom hours.

2.2 CURRENT OPERATIONS

The following describes the current operations of the campuses participating in this RFP at the University of Hawaii Community Colleges (UHCC).

- A. Online Tutoring services will be accessible by students 24 hours, seven days a week with a preferred real time servicing. Service will be made available to SEVEN (7) campuses and ONE (1) UHCC System Office, located on FOUR (4) islands.

1. University of Hawaii Office of the Vice President for Community Colleges 2327 Dole Street Honolulu, Hawaii 96822	5. Kauai Community College 3-1901 Kaunualii Highway Lihue, Hawaii 96766
2. Hawaii Community College 200 W. Kawili Street Hilo, Hawaii 96720	6. Leeward Community College 96-045 Ala Ike Pearl City, Hawaii 96782
3. Honolulu Community College 847 Dillingham Boulevard Honolulu, Hawaii 96817	7. Windward Community College 45-720 Keaahala Road Kaneohe, Hawaii 96744
4. Kapiolani Community College 4303 Diamond Head Road Honolulu, Hawaii 96816	8. University of Hawaii Maui College 310 Kaahumanu Avenue Kahului, Hawaii 96732

With the exception of the Office of the Vice President for Community Colleges, each entity employs instructors, student services staff, and academic advisors to serve students taking classes. These entities serve a total enrollment of approximately 24,000 (headcount) students each year. The objective of online tutoring is to provide students with supplemental tutorial services.

2.3 GENERAL REQUIREMENTS FOR ONLINE TUTORIAL SERVICES

A. List of Subjects

The selected contractor shall provide a licensed, online tutoring service that will have the ability to actively tutor students in a multitude of subjects associated with high education classes. Online tutorial services shall include but is not limited to the following subjects:

1. Math including:
 - a. Statistics
 - b. Calculus I, II, III, IV
 - c. Algebra
 - d. Geometry
 - e. Quantitative Methods
 - f. Quantitative Reasoning
 - g. Trigonometry
 - h. Consumer Math

2. English and Writing including:
 - a. Live Writing Support
 - b. Asynchronous Writing Review with a 12 hour or less turnaround time
 - c. ESL Writing
 - d. English Composition
 - e. Communications and Marketing
 - f. Literature
 - g. Journalism

3. Science including:
 - a. Physics
 - b. Anatomy & Physiology
 - c. Biology
 - d. Microbiology
 - e. Chemistry
 - f. Organic Chemistry
 - g. Earth Science

4. Nursing and Health Administration

5. Business including:
 - a. Accounting
 - b. Finance
 - c. Macroeconomics/Microeconomics
 - d. Business Law
 - e. Principles of Management

6. Computer Science including:
 - a. Microsoft Word, Excel, Powerpoint
 - b. Windows
 - c. Programming

7. Foreign Languages including:
 - a. Spanish
 - b. French

8. History including:
 - a. World History
 - b. US History
 - c. European History
 - d. Geography

9. Social Sciences including:
 - a. Psychology
 - b. Sociology
 - c. Philosophy
 - d. Criminal Justice
 - e. Political Science

10. Career Services including:
 - a. Resume
 - b. Interview Prep
 - c. Job Search

11. Study and Life Skills including:
 - a. Note-taking
 - b. Time Management
 - c. Stress Management

- d. Organization
- e. Finding Scholarly Resources
- f. Healthy Habits

B. Availability

Contractor shall have services for Mathematics, Statistics, Writing for All Courses through an Online Writing Lab, and ESL Writing available at all times, i.e. TWENTY-FOUR (24) hours per day, SEVEN (7) days per week. Services for all other subjects shall be available, at a minimum, during peak usage periods. Estimated peak usage period is from 10:00 a.m. to 10:00 p.m. HST daily. Actual peak usage periods shall be identified by the Contractor based on verified usage data and approved by the University. University reserves the right to alter and specify service schedules at its discretion.

C. Features

Contractor shall provide one-to-one online tutoring services to currently enrolled University of Hawaii Community College students. Tutorial Services shall consist of live, asynchronous and online writing lab services provided via Contractor's website, including but is not limited to the following features/services:

1. Access to tutors and services;
2. Account management by an assigned customer service representative and marketing assistance;
3. Hosting of all technology;
4. Customer service and technical support for students and faculty by toll-free phone and e-mail;
5. Unlimited access to study resources;
6. Single Sign-On CAS v3.x or similar standard, to establish the single sign on and provide campus level access and reporting for students using their existing unique MyUH credentials. Should UHCC want to add additional single sign-on access through our Learning Management System (Laulima) or other common learning platforms used in the higher education industry, the contractor shall be able to support additional single sign-on standards including Learning Tools Interoperability (LTI), SAML, etc.;
7. Log-in box on client's Web site;
8. Usage Reporting;
9. Tutoring support, as well as student success, employability and career services on-line module;
10. Scheduled tutor option to accommodate student preferences regarding

- tutor selection;
11. Early alert communication and reporting to system administrators through emailed alerts; and
 12. Scheduling tools for the campus administrators, tutoring professionals, peer tutor, academic advisors and coaches to schedule their own online learner engagements, should this option be of interest to campuses

D. Tutorial Hours

1. Total Estimated Hours: 5,000 per year
The total online tutorial hours for the period specified is an estimate. The University of Hawaii Community Colleges System may utilize more or less than the total estimated annual hours stated above.

Should the University of Hawaii Community College System use of online tutorial hours exceed the 5,000 online tutorial hours, the University may request additional on-line tutorial hours, on an "As Required" basis at the same hourly rate as listed in Appendix D for the respective year of the contract. The Technical Representative shall notify the Contractor of the amount of additional hours required.

2. Tutoring hours shall be billed based on actual minutes of tutoring time in the virtual classroom. Minutes should not be rounded up in increments beyond the nearest full minute. Billing and subsequent payment should be scheduled monthly in arrears based on actual usage.

E. Usage Reporting

1. Contractor will provide monthly usage reports of online tutoring hours by campus and consolidated total. The usage reports shall accompany the monthly invoices.
2. The report shall include the cumulative usage Year to Date each month for analysis going into the annual renewal contract period.

F. Set-up and Training for On-line Tutoring Services

1. Contractor shall provide student account creation with client designated subjects and services.
2. Contractor shall provide client administrative account creation with implementation assistance.

3. Onsite training by Contractor is based on Contractor's requirements to work with client to develop agenda that reflects current needs, and may include sessions focused on introducing the tutoring system to faculty, staff, and/or students. Contractor shall schedule training sessions with the campuses to maximize training with all attendees. Contractor shall provide:
 - a. Training for SEVEN (7) campuses (approximately 20 trainees per campus).
 - b. ONE (1) hour training session per campus.
 - c. SEVEN (7) total hours of training, including but not limited to,
 - i. Training materials;
 - ii. Training via on-line and/or telephone;
 - iii. Customized User Interface;
 - iv. Academic Consulting; and
 - v. Customized On-line Surveys

2.4 TUTORING SERVICE REQUIREMENTS

A. Online Instructor and Tutoring Requirements

Online tutors shall have background in teaching or tutoring assistance in the specific subject areas they are tutoring. Minimum required teaching/tutoring credentials are the following:

- 1) Shall have educational background at the post baccalaureate level (masters and doctoral level);
- 2) Shall have documented participation in tutorial training program which focuses on Socratic approach; and
- 3) Shall have at least 3 years teaching experience.

The University may request and the Contractor shall submit teaching/tutoring credentials of their instructors to the University in order to determine if they have the minimum required teaching/tutoring expertise and experience.

- B. Math and English tutoring shall be available TWENTY-FOUR (24) hours per day, SEVEN (7) days per week.
- C. Contractor's on-line instructor's hours and availability shall be posted on Contractor's website.

- D. A "Whiteboard" shall be available in order for students to submit asynchronous questions or written materials to a writing lab for critique.
- E. The online tutoring system must have regular assessment of its tutorial program to ensure continuous improvement and maintenance of high-quality service.

2.5 TUTORING SYSTEM REQUIREMENTS

The University of Hawaii Community College System requires a licensed, hosted, Online Tutoring service that shall provide the following minimum functions:

A. Accessibility

1. Shall be accessed with a web browser on any internet-connected device including traditional desktop computers and students' own mobile device as a smartphone or tablet. Uses common design features in an attractive design with easy to read, consistent fonts, and type spacing using complementary colors.
2. Shall have secured encrypted connection using the https standard to provide bidirectional encryption of communications between a client and server, which protects against "man-in-the-middle attacks", eavesdropping and tampering with and/or forging the contents of the communication.
3. Shall provide accessibility to those who use adaptive devices and software by incorporating dynamic zooming to enlarge text and graphics while maintaining legibility on the screen, Keyboard navigation, high-contrast colors, compatibility with screen magnifiers, adaptive pointing devices, the most common screen readers including: Microsoft Narrator/MSAA, Apple VoiceOver, ChromeVox; and the most common speech-to-text software including: Windows Speech Recognition, and Mac OS Dictation Feature (508 Compliance).
4. Shall have **CAS v3.x** single Sign On or similar standard, so that users are able to access with their UH username and password so that they do not have to remember another password and username and can access directly from MyUH and Laulima portals without

logging in again. For more information, please go to

<https://uhawaii.atlassian.net/wiki/spaces/UHIAM/pages/13402574/UH+Login>

5. Shall be available without planned outages during critical times during the Fall and Spring semesters.

2.6 CUSTOMER/STUDENT SUPPORT

- A. Contractor to provide a team of professionals dedicated to client success and support at both the system and campus levels for implementation and ongoing services.
- B. Contractor to provide support to University staff during University of Hawaii business hours, 8:00 AM to 5:00 PM Hawaii Standard Time (Approx. 1:00 PM to 11:00 PM Eastern Standard Time).
- C. Contractor shall provide on-demand tutoring – no appointment necessary – to students, who access the services, 24 hours, 7 days a week. Contractor to provide scheduled tutor option to accommodate student preferences regarding tutor selection. Students should be allowed to select favorite tutors in their account user experience.
- D. Contractor shall provide communication method for reporting technical problems with program administrators.
- E. Contractor shall have key performance measures that are used by company to track performance indicators. Contractor should have a quality control system for tutoring and provide percentage distribution of tutor ratings by students. Contractor should also offer a tutor quality assurance program and professional development for their tutors.

2.7 UNIVERSITY'S RESPONSIBILITIES

- A. Advise the SEVEN (7) University of Hawaii Community College and other University of Hawaii System Office regarding the implementation of the Online Tutoring Services.
- B. Assign a project manager who shall coordinate with the appropriate points of

contact within the University, for implementation, training, trouble-shooting, and maintenance, etc. for the Online Tutoring Services.

- C. The University project manager shall be the communication liaison between the Offeror and the University.

2.8 COMPANY EXPERIENCE AND REFERENCES

- A. Offeror must have FIVE (5) years of experience in delivering an online tutoring service similar to peer institutions of higher education with multiple entities of similar size, complexity and business volume similar to the University of Hawaii Community College System.
- B. Offeror shall have a vetting process for hiring their tutors with ongoing management/oversight of tutors for quality assurance and student satisfaction.
- C. Offeror shall possess all trade, professional, or business licenses as may be required for the work required by this RFP.
- D. Offeror shall operate within the guidelines of all applicable federal and state labor laws.
- E. Offeror shall comply with all applicable Equal Employment Opportunity laws.
- F. Offeror shall comply with all necessary insurance requirements specified in Section 5.8, INSURANCE, of the SPECIAL PROVISIONS.

SECTION 3 PROPOSAL REQUIREMENTS

3.1 INTRODUCTION

This section indicates the proposal requirements for this RFP which shall be submitted by the deadline set for submission of proposals. Fulfillment of all proposal requirements listed is mandatory for consideration of proposals.

The Proposal shall include the following subsections:

Proposal Letter

Business Classification

Proposal Requirements

Cost Proposal

References

Offeror's proposals should include each of the appendices and be placed in the order provided in sections 3.2 through 3.6. To assist the Offeror, a checklist and Appendices A through E are provided as a separate document.

3.2 PROPOSAL LETTER (Appendix A)

The Proposal Letter shown in Appendix A shall be signed by an individual authorized to legally bind the Offeror, dated, and be affixed with the corporate seal (if corporate seal is available). If said individual is not the corporate president, evidence shall be submitted showing the individual's authority to bind the corporation. The fully executed proposal letter shall be submitted along with the proposal.

3.3 BUSINESS CLASSIFICATION CERTIFICATION STATEMENT (Appendix B)

OFFERORS shall complete and submit the Business Classification Certification Statement document with the proposal.

3.4 PROPOSAL REQUIREMENTS (Appendix C)

1. GENERAL REQUIREMENTS

Offerors shall provide documentation on how they meet Section 2.3 General Requirements for Online Tutorial Services.

- A. List of Subjects: A list of subjects that Offeror provides should be provided, along with service hours available to students.
- B. Features: Documentation showing what are the system features.
- C. Usage Reporting: Provide description and sample of usage reports.
- D. Set-up and Training: Provide schedule and plan on how training will be executed.

2. TUTORING SERVICE AND SYSTEM REQUIREMENTS

- A. Offerors shall address their company's tutoring services and tutors' teaching background as referred to in Section 2.4.
- B. Offerors shall address their company's system requirements as referred to in Section 2.5.

3. CUSTOMER/STUDENT SUPPORT

Offerors shall address their company's service capabilities as they relate to the following issues.

- A. Describe how customer support will be handled during implementation and on-going services for both the system and campus levels.
- B. Describe the type of support your company provides to customers. Describe how your company will provide support during University of Hawaii business hours, 8:00 AM to 5:00 PM Hawaii Standard Time (1:00 PM to 11:00 PM Eastern Standard Time)
- C. Provide the daily hours which students can access the services, and if on-demand tutoring is available with no appointment necessary. Provide information about how tutors are assigned to students and if

students are able to select tutors.

- D. Describe your company's communication methods for reporting technical problems with program administrators. Describe the escalation process for problems/issues and who can trigger the process.
- E. Describe your company's performance indicators. Describe the company's quality control system for tutoring and key performance measures your company tracks. Describe the reporting frequency and period covered for each measure. Provide percentage distribution of tutor ratings by students. Describe your company's performance measures for the last THREE (3) reporting periods.

4. COMPANY EXPERIENCE AND REFERENCE

Offerors shall provide documentation on how they meet Section 2.8, and include the following information

- A. Provide your company's mission statement and organization chart.
- B. Describe your company's organizational and strategic commitment to the higher education industry.
- C. State the number of years your company has been delivering an Online Tutoring service to the higher education industry.
- D. Describe how your company has provided a successful Online Tutoring service to institutions of higher education with multiple entities of similar size, complexity and business volume. How did your company measure this success?
- E. Provide resumes for Tutor Management teams and corporate professionals who oversee the tutors and the vetting process with a full explanation of the screening, vetting, and ongoing management/oversight of tutors for quality assurance and student satisfaction.
- F. Describe what differentiates your service from that of other providers.
- G. Describe how your company will keep your system current and competitive.

3.5 COST PROPOSAL (Appendix D)

All costs shall be shown as an hourly rate, for FIVE (5) years from the Notice to Proceed

date, and shown in Appendix D, Cost Proposal.

3.6 REFERENCES (Appendix E)

- A. Provide references from at least THREE (3) higher education institutions. It is desirable to list all references from higher education institutions who use your company's service similar to the University of Hawaii Community College System with multiple entities, of similar size, complexity and business volume
- B. For each reference institution, furnish the university name, address, phone number, email and title of at least ONE (1) individual currently employed who is responsive and able to answer questions.
- C. The University reserves the right to contact the reference provided and to reject a proposal submitted by any offeror whose performance on other projects has been unsatisfactory.

**SECTION 4
CRITERIA TO EVALUATE PROPOSALS**

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly, and impartially. Contracts will be awarded to responsive, responsible Offerors whose proposals are determined in writing to be the most advantageous to the University taking into consideration the evaluation factors set forth in this RFP.

4.1 EVALUATION PROCESS

A committee will conduct an evaluation of all proposals which meet the minimum requirements and will collectively score each proposal submitted based on the criteria set forth below:

List of Subjects:	5 points
Features	20 points
Usage Reporting	10 points
Set-up and Training	10 points
Tutoring Service Requirements:	10 points
Tutoring System Requirements:	20 points
Customer/Student Support:	15 points
Experience/References	5 points
Cost:	5 points

The proposal that offers the lowest price for this section shall receive the designated maximum available points for this particular section. The points allocated to higher priced proposals shall be equal to the lowest proposal price multiplied by the maximum points available, divided by the higher proposal price.

$$\text{Price points} = 5 \times (\text{lowest price}) / (\text{proposal price})$$

Total Maximum Points **100 points**

SECTION 5 SPECIAL PROVISIONS

5.1 SCOPE

The Providing of Online Tutoring Services shall be in accordance with the terms and conditions of RFP No. 25-1364 and the General Provisions dated September, 2013 included by reference. Copies of the General Provisions are available at the Office of Procurement Management, University of Hawaii, 1400 Lower Campus Road, Room 15, Honolulu, Hawaii 96822 or the General Provisions may be viewed at: <https://www.hawaii.edu/procurement/vendor-info/terms-and-conditions/general-provisions-for-goods-and-services/>

5.2 TECHNICAL REPRESENTATIVE OF THE PROCUREMENT OFFICER (TRPO)

The Technical Representative of the Procurement Officer is Catherine Bio, Director of Student Services, telephone: (808) 984-3614.

5.3 OPENING OF PROPOSALS

Proposals will be opened at the date and time specified in Subsection 1.4, SCHEDULE OF KEY DATES, or as amended, at the proposal submittal office. The proposal opening will not be open to the public. Proposals may be available for public inspection upon notice of award and shall be available for public inspection after the contract is signed by all parties.

5.4 BEST AND FINAL OFFERS

Priority-listed offerors may be afforded the opportunity to submit best and final offers as determined by the University. If the University requests best and final offers, and the priority-listed offerors do not submit a new offer, their immediate previous offer shall be considered as their best and final offer. If best and final offers are requested, and after best and final offers are received, final evaluations will be conducted by the University for purposes of award of the contract.

5.6 CONTRACT INVALIDATION

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

5.7 TERM

The term of the contract shall be for an initial period of ONE (1) year commencing on the date on the Notice to Proceed letter. Thereafter, the contract shall be renewable from year to year, for FOUR (4) additional years, for a maximum contract term of FIVE (5) years, without the necessity of rebidding, upon mutual agreement in writing, SIXTY (60) days prior to the annual renewal date, contingent upon the availability of funds. Further, the University may terminate the contract at any time, after the first year, upon NINETY (90) days prior written notice.

5.8 INSURANCE

Contractor shall, and shall ensure that all Contractor Agents shall, during the entire term of the contract, at no cost to University, procure and maintain, or cause to be procured and maintained, the following insurance described below, issued by an insurance company or companies authorized to do business in the State of Hawai'i with at least an A – VII Financial Rating according to the current edition of Best's Key Rating Guide:

A. Required Insurance Coverage.

- (1) Commercial General Liability Insurance. Commercial general liability insurance written on occurrence basis covering claims with respect to injuries or damages to persons or property sustained as a result of the activities of the Contractor and/or the Contractor Agents within, on, or about the Premises and/or the University Campus, with limits not less than the following:

Bodily Injury and Property Damage Combined Single Limit	
\$1,000,000.00 Each occurrence	
\$2,000,000.00 General Aggregate per policy year	
\$2,000,000.00 Products and Completed Operations Aggregate per policy year	
Personal/Advertising Injury – Each occurrence	\$1,000,000.00
Medical Expenses -- Any one person	\$5,000.00
Damage to Rented Premises – Each occurrence	\$250,000.00

Personal/Advertising Injury coverage shall include coverage for mental injury, sexual harassment, sexual molestation or misconduct, invasion of privacy, and wrongful detention.

Such limits may be achieved through the use of umbrella/excess liability insurance sufficient to meet the requirements of this section 5.11 (Insurance) covering the Contractor's conduct of the services on or within the Premises and/or the University Campus and all of the activities and operations of the Contractor and the Contractor Agents in connection therewith.

- (2) Automobile Insurance. Automobile Liability Insurance to include coverage for any owned, non-owned, leased, or hired automobiles with limits of not less than the following:

Bodily Injury – Per Person	\$1,000,000.00
Bodily Injury – Per Accident	\$1,000,000.00
Property Damage – Each Accident	\$1,000,000.00
Basic No-Fault Insurance	As required by Hawai'i law

In the event there is a change in Hawai'i law regarding financial responsibility and insurance requirements of automobile owners or users which make this requirement obsolete, University shall have the right to impose a new requirement consistent with the then Applicable Laws.

- (3) Workers' Compensation Insurance. Workers' Compensation insurance with respect to work by employees of the Contractor and the Contractor Agents on or about the Premises and/or the University Campus, with coverage, amounts, and limits as required by law.
- (4) Employers Liability Insurance: Employers Liability Insurance with limits not less than:

Bodily Injury – Each Accident	\$1,000,000.00
Bodily Injury by Disease – Policy Limit	\$1,000,000.00
Bodily Injury by Disease – Each Employee	\$1,000,000.00

The Contractor shall ensure that the Contractor Agents (if any) obtain workers compensation and employer's liability insurance with the limits described herein to cover the work performed.

- (5) Pollution Liability Insurance. If required by University in the event Hazardous Materials (as defined herein) are or may be involved or used, Pollution Liability insurance coverage with a combined single limit coverage of at least \$1,000,000 per occurrence which shall cover environmental liabilities, including, without limitation, claims for bodily injury, property damage, environmental damage, and remediation costs resulting from pollution conditions caused by the Contractor or the Contractor Agents and/or the conduct of the services.

- B. Common provisions. Each insurance policy that Contractor and/or any of the Contractor Agents are obligated to obtain under the Contract shall be subject to the following:

- (1) Notice of changes. Contractor will be required to notify University of any cancellation, limitation in scope, material change, or non-renewal of any insurance coverage right away (but no later than five (5) business days of receiving notice from the insurer).

- (2) University insurance not primary. Insurance obtained by Contractor and/or any Contractor Agents pursuant to this contract will be primary and any University insurance will apply only in excess of and not contribute with such insurance obtained by Contractor and/or any Contractor Agents.
 - (3) Name University as an additional insured. University shall be named as an additional insured on all insurance coverage that Contractor and/or any Contractor Agent is required to obtain under the Contract except for workers compensation and employers liability insurance.
 - (4) Waiver of subrogation. All insurance obtained by Contractor will contain a waiver of subrogation endorsement in favor of University.
 - (5) University not required to pay premiums. Contractor and Contractor Agents will be responsible for paying all costs associated with obtaining the required insurance coverage described in the contract, including all premiums. University will not be responsible for paying any such costs.
 - (6) Acceptable deductibles. The terms and amounts of any deductibles for the required insurance coverage under the contract must be reasonable and acceptable to University based upon the type of insurance involved and the conduct of the services.
- C. Deposit insurance certificates. Contractor will timely deposit and keep on deposit with University, certificates of insurance necessary to satisfy University that the insurance requirements of the contract have been and continue to be satisfied during the term of the contract.
- D. University may cure failure to obtain/maintain insurance. If Contractor fails to provide and maintain the insurance required by the contract after written notice to comply from University, University may, but shall not be required to, procure such insurance at the sole cost and expense of Contractor, who shall be obligated to immediately reimburse University for the cost thereof plus ten percent (10%) to cover University's administrative overhead.
- E. Lapse in insurance constitutes a breach. Any lapse in, or failure by Contractor or any Contractor Agents to procure and maintain the insurance coverage required under the contract, at any time during and throughout the term of the contract, shall be a breach of the contract and University may terminate the rights of Contractor and all Contractor Agents to conduct the services.
- F. Insurance shall not limit Contractor liability. Obtaining the required insurance coverage will not be construed to limit Contractor's liability hereunder or to fulfill Contractor's indemnification, defense, and hold harmless obligations under the contract. Notwithstanding the required insurance coverage, Contractor shall

be obligated for the full and total amount of any damage, injury, or loss arising from acts or omissions of Contractor and/or the Contractor Agents.

- G. University may adjust insurance requirements. University may, upon reasonable notice and reasonable grounds, increase or change the form, type, coverage, or coverage limits of the insurance required hereunder, in which event Contractor shall, and shall cause the Contractor Agents to, obtain insurance, as modified. University's requirements shall be reasonable and shall be designed to provide protection against the kind and extent of risks that exist at the time a change in insurance is required. Contractor shall satisfy all University risk management requirements that are in effect as of the Effective Date and as may be amended from time to time.

5.9 ADVERTISING

The Contractor agrees not to use the existence of this contract or the name of the University of Hawaii as part of any commercial advertising.

5.10 NON-INFRINGEMENT WARRANTY AND INDEMNIFICATION

The Contractor represents and warrants that all work performed shall not infringe any right of any third party including, but not limited to, any valid patent, copyright, trademark, or other proprietary or personal right of any person or entity. Upon being notified of such a claim, Contractor shall at its option and expense, provide for one of the following:

(1) defend through litigation or obtain through negotiation the right of the University to continue using the software; (2) rework the software so as to make it non-infringing while preserving the original functionality, or (3) replace the software with a functionally equivalent alternative. Contractor shall indemnify, hold harmless and defend the University and its officers, employees, agents and representatives, (hereafter collectively referred to as the "University"), against any actual or alleged claims of intellectual property infringement, including but not limited to patent infringement, copyright infringement, trademark infringement or misappropriation of trade secrets or any claim alleging that the work done, or software code written by Contractor infringes any right of any person or entity. Any royalties due or becoming due for the use of any patented article or process shall be paid by the Contractor and shall be deemed to be included within the proposal amount and contract price.

This clause shall survive the termination or expiration of the contract.

5.11 CONFIDENTIALITY

The Contractor agrees that all confidential and proprietary information disclosed to it pursuant to the terms and conditions of the contract shall be held in the strictest confidence and used only for the purpose of the contract. The Contractor agrees to maintain in confidence and will not disclose to third parties or use, any confidential information that is obtained as a result of the contract, except:

- A. Disclosure of information as necessary pursuant to the terms of the contract;
- B. Information known by Contractor prior to the effective date of the contract as established by written records kept in the normal course of business;
- C. Information that is known or becomes known to the public through no fault of Contractor;
- D. Information disclosed by a third party that to Contractor's knowledge has no obligation of confidentiality to University;
- E. In the event that confidential information is required to be disclosed as required by law or regulation the Contractor shall notify University to allow the University to assert whatever exclusions or exemptions may be available to it.

5.12 NO USE OF DATA

The Contractor acknowledges and agrees that the University's data, including student data, is both confidential and valuable to the University, in both individually identifiable and aggregated form. The Contractor shall agree to the DATA SHARING PROTECTIONS AND REQUIREMENTS – IDENTIFIED DATA (ATTACHMENT A). The Contractor agrees that it shall not use any information or data to which it is exposed in the course of performing this contract except for the purposes of fulfilling its obligations under the contract. The Contractor agrees that it shall not use, copy, distribute, reconfigure, or release any data, whether in identified, de-identified, processed, or aggregated form, for any purpose other than those described in the contract.

The Contractor grants the University the right, upon advance notice, to audit the Offeror's books, records, accounts, and systems, whether under the Contractor's control or the control of a third party, for the purpose of insuring the Contractor's compliance with this provision. This provision shall survive termination or

expiration of the contract.

Notwithstanding any other provision of the contract, the University shall be entitled to injunctive relief in the event of the Contractor's breach of this section. In addition, the Offeror agrees that its unauthorized use of University's data will give rise to direct damages to the University and that the University shall be entitled to recovery therefore in their entirety, in addition to costs and attorneys' fees in the enforcement of this provision.

5.13 PAYMENT

The Contractor shall be remunerated upon submission of a properly executed original invoice and ONE (1) copy, indicating the contract number, to University of Hawaii Community Colleges, Academic Affairs, 2327 Dole Street, Honolulu, Hawaii 96822.

DATA SHARING PROTECTIONS AND REQUIREMENTS – IDENTIFIED DATA

1. Definitions.

Agreement. “Agreement” refers to that agreement between the University of Hawaii (“University”) and the Vendor (as hereinafter defined) to which these Data Sharing Protections and Requirements is attached.

Data. “Data” is defined as information or data elements that are created, received, maintained, and/or transmitted by the University 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 2.214.

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 federal or state law.

Vendor. “Vendor” shall refer to the party who is contracting with the University to receive Data from the University, including all of its officers, employees, agents, and representatives.

2. Identification of Data. The University shall transmit only the following Data pursuant to this Agreement: Student name, email, user ID, campus, course ID.

3. Purpose of Data Sharing. The Data shall be used only for the following purpose(s) and for no other purpose(s) without the prior written consent of the University, which may be withheld in the University’s sole discretion: Vendor will develop and share online tutoring usage reports that the University of Hawaii Community Colleges can access and utilize for planning purposes.

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 makes 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 be liable for VENDOR's use of the Data as set forth herein.

7. Data Confidentiality. VENDOR 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. VENDOR 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; (d) annual third party risk assessments; and (e) regular vulnerability scans.
9. Application Security. VENDOR shall maintain and regularly update its software such that applications remain secure from vulnerabilities identified in updates, upgrades, and bug fixes.
10. Data Security. VENDOR 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 and/or secure endpoint computers; (c) prohibiting the storage of Data on portable or laptop computing devices, or portable storage 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 annual risk assessments.
11. Disclosure to Third Parties Prohibited. VENDOR shall not reveal, transmit, exchange, or share the Data with subcontractors or other third parties unless VENDOR has obtained the University's prior written consent; provided, that if VENDOR obtains the University's prior written consent, VENDOR shall enter into a written agreement with subcontractors or other such third parties ("Permitted Subcontractors") that require and ensure that each such Permitted Subcontractor (a) maintains at least the same level of Data protection, security, confidentiality, and indemnification as is required of VENDOR herein, and (b) abides by, performs and observes all of the obligations and conditions of VENDOR hereunder with respect to the Data. VENDOR shall be responsible for its Permitted Subcontractors' use of the Data hereunder.

12. Destruction of Data. Upon termination of this Agreement, written request from the University, or cessation of any need for the Data, whichever occurs first, VENDOR shall erase, destroy, and render unreadable all Data provided to VENDOR under this Agreement, in a manner that prevents reconstruction or re-identification of such Data. Within thirty (30) days of a request from the University, VENDOR shall provide written certification that these actions to erase, destroy, and render unreadable all Data have been complied with.
13. Compliance with Applicable Laws. VENDOR 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.
14. Compliance with Applicable University Policies. VENDOR shall observe and comply with all applicable University policies, including, without limitation, Executive Policy 2.214 (Institutional Data Classification Categories and Information Security Guidelines), Executive Policy 2.215 (Institutional Data Governance), Executive Policy 2.219 (Student Online Data Protection Requirements for Third Party Vendors), and Administrative Procedure 7.022 (Procedures Relating to Protection of the Educational Right and Privacy of Students).
15. Data Breach. VENDOR shall comply with all Applicable Laws, including without limitation, Hawai‘i Revised Statutes 487N, requiring notification in the event of the unauthorized release of PII or Data, or other event requiring notification. Upon the confirmation of such event, VENDOR shall (a) notify the University by telephone and email within two (2) business days of confirmation, (b) assume financial responsibility and liability for the unauthorized disclosure, release, exposure, and/or breach, and (c) fully indemnify, defend, and hold harmless the University, as further set forth herein. VENDOR 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 and/or Applicable Laws.
16. Indemnification. VENDOR shall indemnify, defend with counsel reasonably acceptable to the University, and hold harmless the University, its officers, employees, agents, representatives, and any person acting on its 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) VENDOR’s use, handling,

transmission, storage, and processing of any Data; (c) VENDOR's unauthorized use, handling, transmission, storage, processing, disclosure, release, and/or exposure of Data; and/or (d) VENDOR's failure to timely, fully and properly perform any of its obligations under this Agreement, particularly any obligations relating to Data sharing and protection.

17. Mandatory Disclosure of PII. In the event VENDOR becomes compelled by law or government directive to disclose any PII, VENDOR shall provide the University with immediate written notice so that the University may seek an appropriate protective order or other remedy. VENDOR shall only furnish that portion of the PII necessary to comply with the law or directive.
18. Injunctive Relief. Violation of any terms herein, including the actual or potential disclosure, release, and/or exposure of Data, may cause the University irreparable injury for which there is no adequate remedy at law, and consequently the University is entitled to seek immediate injunctive relief prohibiting such violation, in addition to any other rights available to it. VENDOR hereby waives any requirement to post a bond with respect to any action for injunctive relief.
19. Survival. All VENDOR'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 the University hereunder, shall survive termination or expiration of this Agreement.

**APPENDIX A
PROPOSAL LETTER
UNIVERSITY OF HAWAII**

We propose to provide the culinary management services named in the Request for Proposals (RFP) No. 25-1364, Provide Online Tutoring Services for University of Hawaii Community Colleges.

It is understood that this proposal constitutes an offer.

It is understood and agreed that we have read the University of Hawaii's specifications described in the RFP and that this proposal is made in accordance with the provisions of such specifications. By signing this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such specifications.

We agree, if awarded the contract, to deliver goods or services which meet or exceed the specifications.

Respectfully submitted,

Legal Name of Offeror

Date

Authorized Signature (original) **(Typed Name)**

Title

Street Address

Telephone No.

City, State, Zip Code

Fax No.

Social Security OR Federal Tax Payer ID No.

Email

Remittance Address (if different from street address)

Hawaii General Excise Tax License No.

City, State, Zip Code

Location of Offeror's Plant

Offeror is: Individual Partnership Corporation* Joint Venture

State of Incorporation: Hawaii Other:

Is Corporate Seal Available In Hawaii: Yes** No

* Attach to this page evidence of authority of the above officer to submit an offer on behalf of the corporation, giving also, the names and addresses of the other officers.

** If yes, affix corporate seal.

APPENDIX B

BUSINESS CLASSIFICATION CERTIFICATION STATEMENT

CONTRACTORS: Please complete the information below. Terms used are taken from the U.S. Small Business Administration (SBA) Rules and Regulations (<https://www.sba.gov/>) and the U.S. Code of Federal Regulations (CFR). The term "controlled" refers to the management and daily operation of the business concern.

The company identified below (check all that apply):

- 1. _____ **IS NOT** a small business concern as defined in the regulations
(If you checked here, STOP. GO TO CERTIFICATION BELOW.)
- _____ **IS a small business concern**, defined as one that is independently owned and operated, is organized for profit, is not dominant in its field, meets the SBA size standard eligibility (see reverse side of this form for examples of size standards), is registered and has its status represented in the U.S. Government's System for Award Management (SAM) database. See <http://www.sba.gov/content/what-sbas-definition-small-business-concern>.
- 2. _____ IS a **small disadvantaged business concern** of which at least 51% is unconditionally and directly owned and controlled by one or more socially disadvantaged and economically disadvantaged persons who are U.S. citizens. See 13 CFR 124.105 for exceptions.
- 3. _____ IS a **women-owned small business concern** of which at least 51% is unconditionally and directly owned and controlled by one or more women who are U.S. citizens. See 13 CFR 127.
- 4. _____ IS a **HUBZone small business concern** that meets the certification eligibility requirements set by the U.S. SBA. See 13 CFR 126.
- 5. _____ IS a **veteran-owned small business concern** of which at least at least 51% is unconditionally and directly owned by one or more veterans or service-disabled veterans. See 38 CFR 74.
- 6. _____ IS a **service-disabled veteran-owned small business concern** of which at least 51% is unconditionally and directly owned by one or more service-disabled veterans. In the case of any publicly owned business, not less than 51% of the stock of which is owned by one or more service-disabled veterans. The management and daily business operations of which are controlled by one or more service-disabled veterans, or in the case of a veteran with a permanent and severe disability, a spouse or permanent caregiver of such veteran. See 13 CFR 125.11 et al.

CERTIFICATION

I hereby certify the information supplied herein to be true and correct. (Any misrepresentation shall be subject to the provisions stated in item B on the next page.)

Company Name: _____

Signature of Company Officer

Company Address: _____

Print Name: _____

Title: _____

Date: _____

Type of Goods/Services: _____

North American Industry Classification System (NAICS) Code: _____

A. A small business concern is one that is independently owned and operated, is organized for profit, is not dominant in its field, has a place of business in the U.S., and operates primarily within the U.S. or makes a significant contribution to the U.S. economy. Size standard eligibility is based on the average number of employees for the preceding 12 months or on sales volume averaged over a 3-year period. See 13 CFR 121.201 for size standards identified by NAICS codes. The size standards for a few industries are shown below and are subject to change at any time.

1. SPECIALTY TRADE CONTRACTORS – “Small” if average annual receipts for preceding 3 years do not exceed \$15 million.
2. CONSTRUCTION, GENERAL CONTRACTORS – “Small” if average annual receipts for preceding 3 years do not exceed \$36.5 million.
3. MANUFACTURING – “Small” if 500 employees or less, except for some specific products which will increase the complement of employees to 750 or 1,000.
4. TRANSPORTATION – “Small” if average annual receipts for preceding 3 years do not exceed the amount shown for specific services.

\$27.5 million – general freight trucking, local.

5. WHOLESALE TRADE, DURABLE AND NON-DURABLE GOODS – “Small” if 100 employees or less.
6. RETAIL TRADE – “Small” if average annual receipts for preceding 3 years do not exceed the amount shown for specific products.

\$7.5 million – hardware stores.

7. SERVICES – “Small” if average annual receipts for preceding 3 years do not exceed the amount shown for specific services:
 - a) \$27.5 million – computer systems design services, custom computer programming services \$20.5 million – security guards and patrol services
 - b) \$18 million – janitorial services
 - c) \$38.5 million – passenger car rental
 - d) \$32.5 million – office machinery and equipment rental & leasing
 - e) \$7.5 million – general automotive repair

Annual receipts of a concern which has been in business for less than 3 complete fiscal years means the total receipts for the period the concern has been in business divided by the number of weeks in business, multiplied by 52. See 13 CFR 121.104.

B. Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a small business concern, a qualified HUBZone small business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals, or a small business concern owned and controlled by women in order to obtain a contract to be awarded under the preference programs established pursuant to 15 U.S.C. sections 637(a), 637(d), 638, 644, or 657(a), shall:

1. Be punished by imposition of fine, imprisonment, or both;
2. Be subject to administrative remedies including suspension and debarment; and
3. Be ineligible for participation in a program conducted under the authority of the Small Business Investment Act of 1958

APPENDIX C PROPOSAL REQUIREMENTS

1. GENERAL REQUIREMENTS

Offerors shall provide documentation on how they meet Section 2.3 General Requirements for Online Tutorial Services.

- A. List of Subjects: A list of subjects that Offeror provides should be provided, along with service hours available to students.
- B. Features: Documentation showing what are the system features.
- C. Usage Reporting: Provide description and sample of usage reports.
- D. Set-up and Training: Provide schedule and plan on how training will be executed.

2. TUTORING SERVICE AND SYSTEM REQUIREMENTS

- A. Offerors shall address their company's tutoring services and tutors' teaching background as referred to in Section 2.4.
- B. Offerors shall address their company's system requirements as referred to in Section 2.5.

3. CUSTOMER/STUDENT SUPPORT

Offerors shall address their company's service capabilities as they relate to the following issues.

- A. Describe how customer support will be handled during implementation and on-going services for both the system and campus levels.
- B. Describe the type of support your company provides to customers. Describe how your company will provide support during University of Hawaii business hours, 8:00 AM to 5:00 PM Hawaii Standard Time (1:00 PM to 11:00 PM Eastern Standard Time)
- C. Provide the daily hours which students can access the services, and if on-demand tutoring is available with no appointment necessary. Provide information about how tutors are assigned to students and if students are able to select tutors.
- D. Describe your company's communication methods for reporting

technical problems with program administrators. Describe the escalation process for problems/issues and who can trigger the process.

- E. Describe your company's performance indicators. Describe the company's quality control system for tutoring and key performance measures your company tracks. Describe the reporting frequency and period covered for each measure. Provide percentage distribution of tutor ratings by students. Describe your company's performance measures for the last THREE (3) reporting periods.

4. COMPANY EXPERIENCE AND REFERENCE

Offerors shall provide documentation on how they meet Section 2.8, and include the following information

- A. Provide your company's mission statement and organization chart.
- B. Describe your company's organizational and strategic commitment to the higher education industry.
- C. State the number of years your company has been delivering an Online Tutoring service to the higher education industry.
- D. Describe how your company has provided a successful Online Tutoring service to institutions of higher education with multiple entities of similar size, complexity and business volume. How did your company measure this success?
- E. Provide resumes for Tutor Management teams and corporate professionals who oversee the tutors and the vetting process with a full explanation of the screening, vetting, and ongoing management/oversight of tutors for quality assurance and student satisfaction.
- F. Describe what differentiates your service from that of other providers.
- G. Describe how your company will keep your system current and competitive.

APPENDIX D
COST PROPOSAL SHEET

Name of Firm: _____

Signature of Authorized Representative: _____

Date: _____

YEAR 1:

Description	Hourly Rate		Number of Hours		Total Amount
Provide Online Tutoring Services	\$ _____	x	5,000	=	\$ _____

YEAR 2:

Description	Hourly Rate		Number of Hours		Total Amount
Provide Online Tutoring Services	\$ _____	x	5,000	=	\$ _____

YEAR 3:

Description	Hourly Rate		Number of Hours		Total Amount
Provide Online Tutoring Services	\$ _____	x	5,000	=	\$ _____

YEAR 4:

Description	Hourly Rate		Number of Hours		Total Amount
Provide Online Tutoring Services	\$ _____	x	5,000	=	\$ _____

YEAR 5:

Description	Hourly Rate		Number of Hours		Total Amount
Provide Online Tutoring Services	\$ _____	x	5,000	=	\$ _____

TOTAL AMOUNT FOR YEARS 1 - 5	\$ _____
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Total amount shall include all direct and indirect costs, including all applicable taxes.

APPENDIX E

REFERENCES

Institution Name:	
Number of Campuses (if applicable):	
Office Contact (Name and Title):	
Phone/Email:	

Institution Name:	
Number of Campuses (if applicable):	
Office Contact (Name and Title):	
Phone/Email:	

Institution Name:	
Number of Campuses (if applicable):	
Office Contact (Name and Title):	
Phone/Email:	