

REQUEST FOR PROPOSALS (RFP) NO. 27-6275

TO

PROVIDE A COMPLIANCE GAP ANALYSIS

FOR

UNIVERSITY OF HAWAII SYSTEM

HONOLULU, HAWAII

OCTOBER, 2026

BOARD OF REGENTS

UNIVERSITY OF HAWAII

HONOLULU, HAWAII

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Honolulu, Hawaii

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TO CONFIRM THAT ALL PAGES LISTED THEREIN ARE CONTAINED IN THEIR RFP
PACKAGE.**

NOTICE TO OFFERORS

The University of Hawaii RFP No. 27-6275, to Provide a Compliance Gap Analysis for University of Hawaii System 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., November 30, 2026.** 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 6, 2026**. Responses will be posted on **November 13, 2026**.

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

Luis P. Salaveria
Chief Procurement Officer
University of Hawaii

Posting Date: October 28, 2026

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 to soliciting proposals from qualified Offerors to provide professional consulting services to conduct an enterprise-wide compliance gap analysis, compliance program maturity assessment, and strategic implementation roadmap for the University of Hawai'i System Compliance and Ethics Office.

The Compliance and Ethics Office was recently established to provide enterprise-wide leadership, coordination, oversight, and strategic direction for compliance and ethics activities throughout the University of Hawai'i System. The University has appointed its inaugural Chief Compliance and Ethics Officer (CCEO) and seeks an independent assessment of its current compliance environment to establish a foundational understanding of existing compliance-related functions, capabilities, risks, strengths, and opportunities for improvement.

The Offeror shall conduct a comprehensive review of the University's compliance-related governance structures, policies, procedures, controls, reporting mechanisms, investigations processes, training programs, risk assessment activities, monitoring and auditing functions, and accountability mechanisms. The assessment shall be mapped to the United States Department of Justice's Seven Elements of an Effective Compliance Program and informed by higher education compliance leading practices.

The Offeror shall provide a data-informed and risk-based evaluation of the University's current compliance posture, identify compliance program gaps and organizational risks, assess program maturity, and develop a prioritized multi-year implementation roadmap designed to assist the Chief Compliance and Ethics Officer in the development and operationalization of an effective enterprise-wide compliance and ethics program.

The University seeks an Offeror with demonstrated experience in compliance program assessments, compliance governance, ethics and compliance program development, organizational effectiveness, higher education compliance, and federal sentencing guidelines (seven elements of an effective compliance program).

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>October 28, 2026</u>
Closing Date for Submission of Questions	<u>November 6, 2026</u>
University Response to Offeror's Questions	<u>November 13, 2026</u>
Closing Date for Receipt of Proposals	<u>November 30, 2026</u>
Proposal Review Period	<u>Dec 1 – 15, 2026</u>
Contractor Selection and Award	<u>December 18, 2026</u>
Contract Start Date (Tentative)	<u>January 1, 2027</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 6, 2026.

Responses to question submitted via HlePRO will be made no later than 4:00 p.m., Hawaii Standard Time, on November 13, 2026.

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):

Tanya Lowery
University of Hawai'i System Compliance and Ethics Office
2444 Dole Street, Bachman Hall 103C
Honolulu, HI 96822
Phone: 808-956-7596
Email: latanyal@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: 808-956-8687
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 Purpose

The University of Hawai'i (University) seeks proposals from qualified, independent consulting firms (Offerors) to conduct a systemwide compliance gap analysis and maturity assessment of the University of Hawai'i System. The selected Offeror (Contractor) will assess the University's current compliance environment, map who owns the University's compliance obligations, identify its highest compliance risks, measure its program against the Seven Elements of an Effective Compliance and Ethics Program, and recommend an operating model and phased roadmap to help the newly established System Compliance and Ethics Office, led by the University's inaugural Chief Compliance and Ethics Officer (CCEO), build a mature, sustainable, risk-based compliance and ethics program.

2.2 Background

The University of Hawai'i is the State of Hawai'i's public system of higher education. It consists of ten (10) separately accredited campuses on the islands of O'ahu, Kaua'i, Maui, and Hawai'i: the University of Hawai'i at Mānoa, University of Hawai'i at Hilo, University of Hawai'i – West O'ahu, Hawai'i Community College, Honolulu Community College, Kapi'olani Community College, Kaua'i Community College, Leeward Community College, University of Hawai'i Maui College, and Windward Community College. The University also operates three (3) systemwide University Centers and five (5) campus-sponsored Education Centers that serve students in areas distant from a campus.

In 2026, the University established its inaugural System Compliance and Ethics Office and hired its first CCEO to build an enterprise-wide compliance and ethics program, in support of the strategic imperative of Responsible Stewardship of Resources in the University of Hawai'i Strategic Plan 2023–2029.

2.3 Definitions

Term	Definition
CCEO	Chief Compliance and Ethics Officer of the University of Hawai'i System. The CCEO serves as the University Project Liaison for this engagement (Section 2.6).
Seven Elements	The elements of an effective compliance and ethics program described in the U.S. Sentencing Guidelines (USSG §8B2.1) and reflected in the U.S. Department of Justice's Evaluation of Corporate Compliance Programs. For this RFP, the Seven Elements are listed in Section 2.4(D).

Term	Definition
Gap Analysis	A systematic comparison of the University's current compliance practices against the Seven Elements and leading practices to identify deficiencies, risks, and areas requiring improvement.
Maturity Assessment	A structured rating of the University's compliance capabilities against defined maturity levels to establish a baseline and set targets for improvement.
Offeror / Contractor	An Offeror is any firm that submits a proposal. The Offeror selected for award becomes the Contractor.

2.4 Scope of Services

A. Stakeholder Engagement and Data Gathering

The Contractor shall gather information efficiently, keeping in mind the University's multi-island structure and the limited staff of the new Compliance Office. Activities shall include:

- Interviews with executive leadership and Board of Regents representatives (as appropriate)
- Interviews or group sessions with campus leadership. Community colleges may be grouped and sessions may be held virtually.
- One systemwide compliance and ethics survey
- A limited number of focus groups
- Review of policies, procedures, compliance and audit reports, regulatory correspondence, training records, and a representative sample of investigative files (sample size and method to be approved by the Project Liaison)
- Process walkthroughs for selected higher-risk areas

Engagement shall include representation from System administration, all campuses, academic units, research administration, healthcare operations (as applicable), and other compliance-related functions.

B. Compliance Inventory and Ownership Map

The Contractor shall identify the University's federal, state, and University compliance obligations, including but not limited to the following areas:

• Title IX and civil rights (Titles VI and VII) • Clery Act and campus safety • Research compliance (research security, export controls, conflicts of interest) • Grants and financial compliance • Federal student aid • FERPA, data privacy, and cybersecurity • HIPAA (where applicable)	• Digital accessibility (ADA Title II) • Athletics and NCAA • Minors on campus • International students and immigration • Employment • Third-party and vendor risk • Artificial intelligence (AI) governance
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For each obligation, the inventory shall show the responsible office(s) at each campus and at the System level; the existing policies, training, and monitoring; and where ownership is unclear, shared, or missing. The inventory shall be delivered as a sortable spreadsheet the Compliance Office can maintain.

C. Preliminary Enterprise Compliance Risk Assessment

Using the inventory and stakeholder input, the Contractor shall evaluate each area listed in Section 2.4(B) and any other significant areas identified, and then identify and rank the University's top ten to fifteen (10–15) systemwide compliance risks by likelihood and impact. The ranking shall be based on evidence gathered at the University, and the Contractor shall document its scoring method so the University can repeat the assessment in future years. This preliminary assessment is intended to set Phase I priorities; it is not a full enterprise risk assessment.

D. Seven Elements Gap Analysis and Maturity

The Contractor shall evaluate the University's current compliance program against each of the Seven Elements:

No.	Element	What the Contractor Will Assess
1	Written Policies, Procedures, and Standards of Conduct	Adequacy, accessibility, consistency, and effectiveness of policies, procedures, and the code of conduct
2	Compliance Leadership, Oversight, and Governance	Leadership accountability, reporting lines, independence of the compliance function, and the oversight role of executive leadership and the Board of Regents
3	Education, Training, and Communication	Training programs, communication strategies, policy awareness, and engagement

No.	Element	What the Contractor Will Assess
4	Reporting Mechanisms and Investigations	Reporting channels (including anonymous reporting), confidentiality and non-retaliation protections, investigation protocols, escalation, and case management
5	Monitoring, Auditing, and Risk Assessment	Monitoring and auditing activities, risk assessment methodology, and performance measures
6	Enforcement Through Discipline and Incentives	Accountability mechanisms, consistency of discipline, and incentives for ethical conduct
7	Response, Corrective Action, and Continuous Improvement	Remediation, root cause analysis, corrective action plans, and program improvement

The Contractor shall also assess compliance resources and staffing, compliance data and reporting capabilities, and the University's culture of ethics and compliance. Using a maturity model approved by the Project Liaison, the Contractor shall assign a summary-level current maturity rating and a recommended target rating for each element, to serve as a baseline for measuring progress.

Each finding shall include: (1) a description of the gap, (2) the associated risk, (3) the impact, (4) the current maturity level, and (5) recommended corrective action. Findings shall be ranked as **Critical, High, Medium, or Low**, and the report shall also identify existing strengths.

E. Benchmarking

The Contractor shall benchmark the University's program against the Seven Elements, higher education compliance leading practices, and a peer group of at least three (3) public university systems proposed by the Contractor and approved by the Project Liaison. Benchmarking shall include how peer systems structure and staff their compliance functions.

F. Operating Model, Recommendations, and Roadmap

The Contractor shall:

- Recommend an operating model for the System Compliance and Ethics Office (for example, centralized, federated, or hub-and-spoke with campus compliance liaisons), suited to a ten-campus, multi-island system and a newly established office.
- Review and validate the CCEO's draft compliance program framework, recommending changes as needed, rather than developing a separate framework.

- Provide practical recommendations on governance, staffing, roles and responsibilities, policy management, training and communications, reporting and investigations, monitoring and auditing, metrics, and technology.

Recommendations shall be organized into a phased roadmap:

Phase	Timeframe	Focus
Phase I – Foundation	Months 1–12	Immediate priorities to establish the Compliance Office, informed by the preliminary risk assessment
Phase II – Program Development	Months 13–36	Medium-term enhancements
Phase III – Program Maturation	Year 4 and beyond	Long-term initiatives to sustain effectiveness

For each recommendation, the roadmap shall show priority, sequencing, dependencies, and estimated resources.

2.5 Deliverables and Schedule

No.	Deliverable	Contents	Due Date
D1	Project Management Plan	Schedule, methodology (including maturity model, investigative file sampling method, and proposed peer group), stakeholder engagement plan, communication plan, and consolidated document and data request list	Within 15 business days of contract start
D2	Compliance Inventory and Ownership Map	Sortable spreadsheet described in Section 2.4(B)	March 1, 2027
D3	Assessment Report	Current-state summary Preliminary enterprise compliance risk assessment Seven Elements gap analysis with summary maturity ratings Risk-ranked findings and benchmarking results	Draft: April 1, 2027 Final: May 3, 2027

No.	Deliverable	Contents	Due Date
D4	Operating Model and Strategic Roadmap	Operating model recommendation, validation of the CCEO's draft framework, recommendations, and the phased roadmap described in Section 2.4(F)	Draft: April 1, 2027 Final: May 3, 2027
D5	Executive Summary and Briefings	Written executive summary, and presentations to the CCEO, University leadership, and other designated stakeholders	Summary: May 3, 2027 Briefings: complete by May 28, 2027

The CCEO will review draft deliverables and provide comments within ten (10) business days. A deliverable is complete when the CCEO accepts it in writing.

2.6 University Project Liaison

The CCEO will serve as the University Project Liaison and the Contractor's single point of contact. Because the System Compliance and Ethics Office is newly established with limited staff, the Project Liaison will coordinate with offices across the ten campuses to obtain information and identify the right participants. The Contractor's plan, schedule, and price should account for this.

The Project Liaison will:	The Contractor shall:
• Identify the System and campus employees to take part in interviews, focus groups, and walkthroughs, and introduce the Contractor to them • Coordinate requests for documents and data with the offices that hold them • Approve the stakeholder engagement plan, survey instruments, maturity model, and peer group • Review and accept deliverables	• Make initial requests for documents, data, and meetings through the Project Liaison. After an introduction, the Contractor may schedule directly with participants, copying the Project Liaison. • Submit one consolidated document and data request list with the Project Management Plan (D1), and allow at least ten (10) business days for the University to respond to each request • Handle all meeting and survey logistics, including scheduling, invitations, virtual meeting links, survey administration, and note-taking • Provide a brief written status update every two weeks, listing completed activities, outstanding requests, and any risks to the schedule

2.7 Confidentiality

Data Confidentiality. Contractor shall treat the Data as confidential and shall implement appropriate measures designed to ensure the confidentiality of the Data, including, without limitation, restricting access to only personnel who require such access and the use of such Data to perform the activities permitted hereunder and requiring personnel with access to the Data to sign written confidentiality agreements.

Data Security. Contractor shall implement measures to secure the Data including, without limitation: (a) ensuring the transmission and storage of Data by secure means, including encryption of all Data; (b) maintaining the Data on designated secure servers 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.

Disclosure to Third Parties Prohibited. Contractor 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 Contractor obtains the University's prior

written consent, Contractor 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 Contractor herein, and (b) abides by, performs and observes all of the obligations and conditions of Contractor hereunder with respect to the Data. Contractor shall be responsible for its Permitted Subcontractors' use of the Data hereunder.

2.8 Minimum Qualifications

Requirement	Minimum
Firm Experience	At least ten (10) years providing compliance consulting services At least five (5) completed compliance assessments for institutions of higher education Demonstrated experience assessing compliance programs against the Seven Elements
Project Director	At least eight (8) years of compliance experience (higher education experience preferred)
Lead Consultant	At least ONE (1) of the following: • Certified Compliance & Ethics Professional (CCEP) • Leadership Professional in Ethics & Compliance (LPEC) • Verifiable experience as a Chief Compliance Officer at an institution of higher education
References	Three (3) comparable projects completed within the five (5) years before the proposal due date

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

Cost Proposal

Experience, Qualifications, and References

Minimum Qualifications

Key Personnel

Technical Approach and Work Plan

Offeror's proposals should include each of the appendices and be placed in the order provided in sections 3.2 through 3.8. To assist the Offeror, a checklist and Appendices A through H 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 COST PROPOSAL (Appendix C)

Offerors shall provide a comprehensive price quotation as outlined in Appendix C.

3.5 EXPERIENCE, QUALIFICATIONS, AND REFERENCES (Appendix D)

Offerors shall provide a brief firm overview (no more than 2 pages), its experience and qualifications as it relates to years providing consulting services and number of higher education compliance assessments completed, plus at least FIVE (5) higher education compliance assessments.

3.6 MINIMUM QUALIFICATIONS CHECKLIST (Appendix E)

Offerors shall complete the minimum qualifications checklist and submit the requested information for each of the SIX (6) items as a show of proof for meeting the minimum qualifications.

3.7 KEY PERSONNEL (Appendix F)

Offerors shall provide key personnel of the project team, each member's role and percentage of time on the project, and resumes and certifications for the Project Director and Lead Consultant. In addition, Key Personnel named in the proposal must remain on the project, any substitutions require the University's written approval of a replacement with equal or better qualifications.

3.8 TECHNICAL APPROACH AND WORK PLAN (Appendix G)

Offerors shall provide its technical approach to the Scope of Services as outlined in section 2.4 which is to include, but not limited to, the following:

- Approach to the compliance and preliminary risk assessment;
- Maturity model and risk-ranking method;
- Stakeholder engagement plan for all campuses, including investigative file sampling; and
- Proposed peer group and approach to the operating model

In addition, a project schedule showing all deliverables and due dates in Section 2.5, Deliverables and Schedule, shall be included. Up to TWO (2) redacted sample work products may be attached.

SECTION 4 CRITERIA TO EVALUATE PROPOSALS

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

A committee will evaluate and score each proposal submitted based on the following criteria:

Criterion	Good	Better	Best	Score
4.1 Experience and References (20 points)	1–10 pts Meets the minimum experience qualifications in Section 2.8.	11–15 pts Meets Good, and has completed at least one compliance assessment for a public university or university system.	16–20 pts Meets Better, and has assessed at least one multi-campus public system that includes community colleges; references confirm satisfactory work.	___ / 20
4.2 Key Personnel (20 points)	1–10 pts Project Director and Lead Consultant meet the minimum qualifications.	11–15 pts Meets Good, and the Project Director has higher education compliance experience, and each team member's percentage of time is stated.	16–20 pts Meets Better, and the team includes a former higher education CCO and subject-matter experts in at least three areas in Section 2.4(B).	___ / 20

Criterion	Good	Better	Best	Score
4.3 Technical Approach and Work Plan (40 points)	1–20 pts Addresses every item in Sections 2.4 and 2.5, and the schedule meets all due dates.	21–30 pts Meets Good, and describes a defined maturity model, a risk-ranking method, a named peer group, and a plan to reach all ten campuses.	31–40 pts Meets Better, and includes sample work products (e.g., inventory, finding, maturity scorecard) and addresses Hawai'i-specific requirements (e.g., State Ethics Code, public records law, collective bargaining) and inter-island logistics.	____ / 40
4.4 Cost (20 points)	Overall, a maximum of 20 points of the total evaluation points will be assigned to cost. When converting the cost to points, the lowest-cost proposal will automatically receive the maximum number of points allocated, 20 points. The point allocation for cost on the other proposals will be determined through the method set forth as follows: $[\text{Lowest Cost Proposal} \times 20 \text{ points max}] / [\text{Offeror Proposal Cost}] = \text{Points}$			____ / 20
TOTAL				____ / 100

SECTION 5 SPECIAL PROVISIONS

5.1 SCOPE

The Providing of Culinary Management Services shall be in accordance with the terms and conditions of RFP No. 24-7051 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 Tanya Lowery, Ph.D., Chief Compliance and Ethics Officer, email: latanyal@hawaii.edu, Phone: 808-956-7596

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.

5.5 CONTRACT INVALIDATION

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

5.6 KEY PERSONNEL

Key personnel of the project team named in the proposal must remain on the project for the duration of this contract. Any substitutions require the University's written

approval of a replacement with equal or better qualifications.

5.7 TERM

The Contractor shall enter into a contract with the University commencing on the date specified in the Notice to Proceed with all work completed on or before May 28, 2027

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 PAYMENT

The Contractor shall be remunerated upon submission of a properly executed original invoice and ONE (1) copy, indicating the contract number, to System Administrative Services, University of Hawaii, 2442 Campus Road, Admin Svcs 1-105, Honolulu, Hawaii 96822

**APPENDIX A
PROPOSAL LETTER
UNIVERSITY OF HAWAII**

We propose to provide the culinary management services named in the Request for Proposals (RFP) No. 27-6275 to Provide a Compliance Gap Analysis for University of Hawaii System, Honolulu, Hawaii

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

COST PROPOSAL

Provide a **firm fixed price** for each deliverable. Prices must include all labor, travel (including travel to Hawai'i and between islands), lodging, per diem, materials, survey tools, overhead, and profit. No other costs will be paid. Payment will be made after the CCEO accepts each deliverable in writing. The price for D1 may not exceed 10% of the Total Proposed Price.

No.	Deliverable	Firm Fixed Price
D1	Project Management Plan	\$
D2	Compliance Inventory and Ownership Map	\$
D3	Assessment Report	\$
D4	Operating Model and Strategic Roadmap	\$
D5	Executive Summary and Briefings	\$
	Subtotal	\$
	Hawai'i General Excise Tax (GET), if applicable (rate: _____ %)	\$
	TOTAL PROPOSED PRICE (used to score Section 4.4)	\$

Hourly rates for additional services (not scored). These rates apply only to work outside this Scope of Work that the University requests through a written contract amendment.

Role	Hourly Rate
Project Director	\$
Lead Consultant	\$
Consultant / Analyst	\$

Company:	Authorized Signature:	Date:

APPENDIX D

EXPERIENCE, QUALIFICATIONS, AND REFERENCES

Part 1: Offeror Information

Name of Company	Point of Contact (Name and Title)	Email	Phone

Part 2: Experience and Qualifications

Years providing compliance consulting services (minimum 10)	
Number of higher education compliance assessments completed (minimum 5)	

Key Personnel	Name	Years of Compliance Experience	Credentials (CCEP, LPEC) or CCO Experience (Institution, Dates)
Project Director			
Lead Consultant			

Part 3: Higher Education Experience and References

List at least five (5) higher education compliance assessments. Check "Reference" for the three (3) comparable projects, completed within the past five (5) years, that the University may contact. References may not be University of Hawai'i employees or employees of the Offeror.

#	Name of Company / Institution	Point of Contact (Name and Title)	Email	Phone	Project Description	Completed	Ref
1							☐
2							☐

#	Name of Company / Institution	Point of Contact (Name and Title)	Email	Phone	Project Description	Completed	Ref
3							☐
4							☐
5							☐

APPENDIX E

MINIMUM QUALIFICATIONS CHECKLIST

Complete and include documentation as specified for each requirement, state where the supporting documentation is found in the proposal.

No.	Minimum Qualification (Section 2.8)	How to Show It (Proof to Submit)	University Use: Meets?
1	At least 10 years of compliance consulting	Firm history stating the year it began compliance consulting, plus at least one client engagement from 10+ years ago (client name, year, scope of work).	☐ Yes ☐ No
2	At least 5 completed higher education compliance assessments	List of the 5 assessments: institution name, start and completion dates, and a contact person. Attach 1–2 redacted final reports or executive summaries.	☐ Yes ☐ No
3	Experience assessing programs against the Seven Elements	A redacted sample report or excerpt showing findings organized by the Seven Elements (e.g., a rating or scorecard for each element), with the client name and date.	☐ Yes ☐ No
4	Project Director: at least 8 years of compliance experience (attach résumé)	Résumé listing employers, job titles, and dates totaling 8+ years of compliance experience. Identify which positions were in higher education.	☐ Yes ☐ No
5	Lead Consultant: CCEP, LPEC, or higher education CCO experience (attach résumé and certification)	Résumé, plus a copy of the CCEP or LPEC certificate (with number and expiration date), or, for CCO experience, the institution, title, and dates served.	☐ Yes ☐ No

No.	Minimum Qualification (Section 2.8)	How to Show It (Proof to Submit)	University Use: Meets?
6	3 comparable projects completed within the past 5 years	For each of the 3 projects: client name, project dates, a short description of the work, and a reference contact the University may call.	☐ Yes ☐ No

I certify that the information in this proposal is true, accurate, and verifiable.

Company:	Signature:	Name and Title:	Date:

APPENDIX F

KEY PERSONNEL

Offerors shall provide the following:

1. Key personnel of the project team;
2. Each member's role and percentage of time on the project; and
3. Resumes and certifications for the Project Director and Lead Consultant.

In addition, Key Personnel named in the proposal must remain on the project, any substitutions require the University's written approval of a replacement with equal or better qualifications.

APPENDIX G

TECHNICAL APPROACH AND WORK PLAN

- A. Offerors shall provide its technical approach to the Scope of Services as outlined in section 2.4 which are to include, but not limited to, the following:
 - 1. Approach to the compliance and preliminary risk assessment;
 - 2. Maturity model and risk-ranking method;
 - 3. Stakeholder engagement plan for all campuses, including investigative file sampling; and
 - 4. Proposed peer group and approach to the operating model
- B. In addition, a project schedule showing all deliverables and due dates in Section 2.5, Deliverables and Schedule, shall be included.
- C. Up to TWO (2) redacted sample work products may be attached.