

REQUEST FOR PROPOSALS

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

VENDOR PAYMENT PROCESSING SERVICES

May 4, 2015

NOTICE TO OFFERORS

RFP Availability

A copy of the Request for Proposal (RFP) Vendor Payment Processing Services is available on the website: rcuh.com.

Questions About the RFP

All questions about the RFP must be directed to Doug Tonokawa at (808) 956-9244. Closing Date for Receipt of Offeror Questions is 12:00 PM (Hawaii Standard Time), May 27, 2015.

Closing Date for Receipt of Offeror's Attachment A (Notice of Intent to Submit a Proposal)

Attachment A must be submitted no later than 12:00 PM (Hawaii Standard Time), May 11, 2015, at the address listed in Section 1.10 of this RFP. Attachment A may be submitted by mail or email. It is the Offeror's responsibility to ensure confirmation of the receipt of Attachment A prior to the Closing Date for Receipt of Offeror's Attachment A. Offerors who submit an Attachment A after the time and date fixed for submittal will not be permitted to submit a proposal.

Closing Date for Receipt of Proposals

Completed proposals must be received no later than 12:00 PM (Hawaii Standard Time), June 19, 2015, at the address listed in Section 1.10 of this RFP. Offerors are required to give an oral presentation, scheduled for the week of June 22, 2015. Email or mailed submissions will be accepted (email submittals are strongly preferred), but regardless of the submittal method, it is the Offeror's responsibility to ensure confirmation of proposal receipt prior to the Closing Date for Receipt of Proposals. Proposals received after the time and date fixed for submittal will not be considered.

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

Research Corporation of the University of Hawaii
1601 East-West Road, Burns Hall 4020
Honolulu, HI 96848

TABLE OF CONTENTS

NOTICE TO OFFERORS

Section 1 – Administrative Overview	4
Section 2 – Statement of Work	9
Section 3 – Proposal Requirements (and related appendices)	13
Section 4 – Evaluation of Proposals and Basis for Award	24
Attachment A. Notice of Intent to Submit a Proposal	27
Attachment B. General Conditions for Services Agreements	28
Attachment C. Special Conditions for Services Agreements	33
Attachment D. Standards of Conduct Declaration	35

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

This RFP contains 36 pages.

SECTION 1 -- ADMINISTRATIVE OVERVIEW

1.1 INTRODUCTION

This is a Request for Proposals (RFP) issued by the Research Corporation of the University of Hawaii (RCUH) to solicit proposals from Offerors who wish to be considered. The contract will be issued and administered as an Agreement for Services with the RCUH.

1.2 SCHEDULE OF KEY DATES

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

Key Date	Date & Time
Date of Notice (RFP Issued)	May 4, 2015
Closing Date for Receipt of Offeror's Attachment A (Notice of Intent to Submit a Proposal)	May 11, 2015
Closing Date for Receipt of Offeror Questions	May 27, 2015
Closing Date for Posting Responses to Questions	June 5, 2015
Closing Date for Receipt of Proposals	June 19, 2015
Period for Offeror Presentations (2 hours max; implementation leader and account manager participation required; system demo preferred, but optional)	Week of June 22, 2015
Proposal Review Period	June 22 to July 2, 2015
Date of Contractor Selection and Award	July 6, 2015
Services Start Date (Tentative)	July 20, 2015

1.3 RFP AMENDMENTS

The RCUH reserves the right to amend the RFP at any time prior to the Closing Date for Receipt of Proposals. All RFP amendments will be posted on the following website, <http://rcuh.com>. **Offerors are solely responsible to check this website for any modifications to the RFP. The RCUH reserves the right to cancel this RFP at any time for any reason at no cost to the RCUH.**

1.4 QUESTIONS BY OFFERORS AND POTENTIAL OFFERORS TO RCUH

All questions by Offerors or potential Offerors should be submitted in writing via email to Doug Tonokawa using the address, dtonokawa@rcuh.com. Questions regarding proposal requirements, contents, and details will receive a response only for those questions received by 12:00 PM, HST May 27, 2015. All received questions and responses will be posted by 12:00 PM, HST June 5, 2015 on the RCUH website, <http://www.rcuh.com>.

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

communicated by an Offeror to the website identified above.

1.5 QUESTIONS BY RCUH TO OFFERORS

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

1.6 CLARIFICATION OF THE RFP

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

1.7 TAX CLEARANCE FOR PROPOSALS

A tax clearance from the Hawaii Department of Taxation and the U.S. Internal Revenue Service is not required for submission of a proposal. However, in accordance with Section 103-53 of the Hawaii Revised Statutes, the selected contractor shall submit valid original tax clearances from the Hawaii Department of Taxation and the U.S. Internal Revenue Service prior to execution of the Agreement for Services.

Due to the fact that the proposal review and contract award period may be tightly scheduled, it is highly recommended that Contractors submitting proposals apply for tax clearance upon submission of the proposal in order to meet key dates. A Certificate of Vendor Compliance that reflects a “Compliant” status from Hawaii Compliance Express (HCE), is acceptable in satisfying the tax clearance requirement. Information on the Hawaii Compliance Express program may be found at: <https://vendors.ehawaii.gov/hce/splash>.

1.8 PREPARATION COSTS

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

1.9 PROPRIETARY INFORMATION

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

1.10 SUBMISSION OF PROPOSALS

Offerors may submit proposals by mail or email. Email submittals are strongly preferred. Note that the maximum allowable file size for email attachments is 10 MB, so an Offeror may need to send its complete proposal in multiple parts. If submitting by mail, please include the original and 3 copies. It is the responsibility of the Offeror to confirm that the RCUH has received its proposal prior to the Closing Date for Receipt of Proposals. Proposals may be modified by an Offeror prior to the Closing Date for Receipt of Proposals.

Address, if submitting by mail:

Research Corporation of the University of Hawaii
1601 East-West Road, Burns Hall 4020
Honolulu, HI 96848
Attention: Doug Tonokawa

Address, if submitting by email:

dtonokawa@rcuh.com

1.11 CERTIFICATION OF PROPOSAL

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

1.12 PROPOSAL WITHDRAWAL

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

1.13 RFP SUBMITTALS BECOME THE PROPERTY OF RCUH

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

1.14 OPENING OF PROPOSALS

Proposals will be opened after 12:00 P.M. Hawaii Standard Time, on June 19, 2015, or as amended at the office to which the proposals are submitted. The proposal opening will not be open to the public. Proposals will not be subject to public inspection until after an Agreement for Services is signed by all parties, but in no case will proprietary information or proprietary material designated as such and submitted by an Offeror as part of an Offeror's proposal, be available for public inspection.

1.15 DISQUALIFICATION OF PROPOSALS

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

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

- The proposal shows any noncompliance with applicable law.
- The proposal is conditional, incomplete, or irregular in such a way as to make the proposal indefinite or ambiguous as to its meaning.
- The proposal has any provision reserving the right to accept or reject award, or reserving the right to enter into a contract pursuant to an award, or has any provision contrary to those required in the solicitation.
- The Offeror is debarred or suspended. Entities that are currently debarred or suspended from federal procurement transactions are listed in the Excluded Parties Listing System. A search can be performed at www.sam.gov to determine whether an entity has an active exclusion.

1.16 REFERENCES

The Offeror must disclose **all** contracts for similar services for the last three (3) years, and these will serve as potential references to be contacted by the RCUH as part of the evaluation of the Offeror's proposal. Points of contact and contact information should be indicated for each contract listed.

The RCUH reserves the right to contact the references named in the Offeror's proposal and any other references provided by the Offeror during the past five (5) years. The results of discussions with the references will be used to score the proposal, as described in Section 4 of this RFP.

RCUH may also want to visit the facilities where the payment processing service is performed.

1.17 SELECTION ON INITIAL PROPOSALS

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

1.18 BASIS FOR SELECTION

Based on the evaluation process discussed in Section 4 of this RFP, the highest ranked responsible and responsive Offeror will be selected.

1.19 PROCESS FOR NEGOTIATIONS

The RCUH will attempt to negotiate with the selected Offeror a mutually acceptable Agreement for Services. If this cannot be accomplished within 21 calendar days after initial Selection, the RCUH reserves the right to terminate contract negotiations with the first-ranked Offeror, and may select the second-ranked Offeror for negotiation of a potential award. This process may continue in order of Offeror ranking until a mutually acceptable Agreement for Services is achieved with the RCUH and an award is made to a selected Offeror.

1.20 AVAILABILITY OF FUNDS

Offerors are advised that entering into an Agreement for Services is contingent upon availability of funds. If funds are not available, the RCUH reserves the right not to enter into an agreement.

1.21 NOTICE TO PROCEED

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

1.22 PROCUREMENT OFFICER

This RFP is issued by the Research Corporation of the University of Hawaii. The Procurement Officer responsible for overseeing the RFP process and Agreement for Services is Erin Yoda, RCUH Procurement & Disbursing Manager.

SECTION 2 – STATEMENT OF WORK

RCUH plans to outsource the process of paying its vendors.

1. Purpose

The purpose of this RFP is to solicit proposals to provide payment processing services for RCUH from qualified service providers. The Contractor shall provide all labor, material and equipment and other services necessary to complete and maintain ongoing payment processing services per RCUH's requirements stated in this Statement of Work (SOW).

2. Service Requirements

The services that may be performed under this contract are described below. RCUH reserves the right, at its sole discretion, to include all or a portion of the payment methods in the scope of the contract.

2.1 Vendor Enrollment

2.1.1 Initial and ongoing vendor outreach and enrollment:

2.1.1.1 The Contractor shall perform all of the initial vendor outreach to promote and assist vendors to sign up for the program via phone call, electronic marketing (such as emails, webinar...etc) and other activities.

2.1.1.2 The Contractor shall perform all of the ongoing vendor outreach to increase the vendor enrollment rate via phone call, electronic marketing (such as emails, webinar...etc) and other activities.

2.1.1.3 The Contractor shall obtain RCUH's approval of initial and ongoing marketing materials prior to use.

2.1.2 The Contractor shall be responsible for determining vendors' methods for payment acceptance.

2.1.3 The Contractor shall be responsible for the management, storage and security of vendor data.

2.1.4 When contacting vendors, the Contractor shall offer card payment first before other payment methods, except for RCUH employee expense reimbursements.

2.2 Activation/Implementation

2.2.1 The Contractor shall be responsible for providing installation (if applicable), integration services and managing all aspects of implementation services, including coordination of the involvement of both Contractor, RCUH staff, and RCUH's IT consultant. In addition, the Contractor shall provide a detailed plan for implementation within the timeline agreed to by both RCUH and Contractor.

The Contractor shall ensure adherence to the timeline agreed to by both RCUH and Contractor.

- 2.2.2** The Contractor shall manage and maintain all aspects of vendors' record changes to allow integration with the Contractor's platform.
- 2.2.3** The Contractor shall establish and maintain system interface with RCUH's accounts payable system, including establishing the specifications of the payment file output.
- 2.2.4** The Contractor shall offer ACH, virtual credit card and check as payment formats.
- 2.2.5** The Contractor shall obtain any agreement, approval, and any permits necessary with all major credit card institutions (such as Visa, MasterCard, American Express, Discover, etc) to be able to provide virtual credit card as a payment method.
- 2.2.6** The Contractor shall perform credit underwriting, if required.
- 2.2.7** The Contractor shall process each payment request within 24 hours after receiving a validation that files are approved by RCUH.

2.3 Customer Service and Account Management

- 2.3.1** The Contractor shall provide an account manager to manage RCUH's account. In addition, the Contractor shall include adequate functional and technical resources to manage RCUH's account.
- 2.3.2** RCUH's business hours are Monday to Friday, 8:00 a.m. to 5:00 p.m. Hawaii Standard Time, excluding RCUH holidays. RCUH shall be able to reach the Contractor's customer service representative and/or account manager during RCUH's business hours.
- 2.3.3** The Contractor's response time to financial, transaction and technology issues shall be the same day (or within 24 hours) after receiving a request from RCUH and/or after an incident is reported.
- 2.3.4** The Contractor shall provide training to RCUH's staff and vendors to utilize the proposed electronic payment solutions. This may include in-person trainings, webinars, instruction booklet, etc.
- 2.3.5** The Contractor shall monitor and review the performance of the RCUH's account regularly and review the overall account performance on a quarterly basis with RCUH.
- 2.3.6** Additional General Requirements

2.3.6.1 With each payment processed, the Contractor shall provide remittance advice delivery to vendors electronically or by mail.

2.3.6.2 The Contractor shall provide a secure online portal for RCUH and its vendors to review payment information 24/7/365, except for scheduled maintenance periods.

2.3.6.3 The Contractor shall manage payment exceptions, errors and failures, and notify RCUH the same day that an exception, error or failure occurs.

2.3.6.4 The Contractor shall provide expense reimbursement to RCUH employees via ACH.

2.3.7 Compliance -- The Contractor and its subcontractors, if any, must comply with all of the standards listed below for handling, storage, processing, and/or transmission of cardholder data, and be able to demonstrate compliance to RCUH upon request.

2.3.7.1 The Electronic Payments Association (NACHA) operating rules.

2.3.7.2 Statement on Standards for Attestation Engagements (SSAE) No. 16 standard, including subcontracted services.

2.3.7.3 Payment Card Industry Data Security Standard (PCI DSS).

2.3.7.4 Service Organization Controls (SOC) reporting standard.

2.3.7.5 National and State of Hawaii breach laws.

2.3.8 Rebates on Card Payments

2.3.8.1 The Contractor shall offer a virtual card payment solution.

2.3.8.2 The Contractor shall handle card variables such as floors and ceilings, fees, pre-authorizations...etc.

2.3.8.3 The Contractor shall remit rebates on monthly or quarterly basis, but no less frequently than the frequency for billing of service fees.

2.3.9 Data Security

2.3.9.1 The Contractor shall provide information related to data security to RCUH's auditors and IT security staff upon request.

2.3.9.2 The Contractor shall be able to accept files from RCUH's accounting system.

2.3.9.3 Server Capacity/Stability -- The Contractor shall ensure that the system is functioning properly at all times (e.g. no unexpected timeouts, etc).

- 2.3.9.4 Firewall** -- The Contractor must have a secure firewall.
- 2.3.9.5 Network Security** -- The Contractor shall have an adequate network security in place that restricts access, and protects information provided by RCUH's vendors to allow for processing of their payment.
- 2.3.9.6 Physical Security** -- The contract shall have an adequate building security in place that restricts access, and protects the information provided by RCUH's vendors to allow for processing of their payment.
- 2.3.9.7** The Contractor shall provide secure methods and systems to receive and transfer data online through a secure login, secure site and/or secure portal, etc.
- 2.3.9.8 Administrative Solution and Reporting** -- The Contractor shall provide to RCUH a web-based administrative tool that offers inquiry and reporting capabilities. The functionality shall be available to RCUH's authorized representatives 24/7/365, except for scheduled maintenance periods.
- 2.3.9.9 Quality Management and Control** -- The Contractor's proposed solution must include quality management and change control procedures.

SECTION 3 – PROPOSAL REQUIREMENTS

3.1 REQUIRED FORMAT

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

1. Executive Summary
2. Technical Response
3. Cost Proposal
4. Appendices

Instructions

Please incorporate complete and concise responses to the information requests described below. If you are uploading supporting documentation, please consolidate it into one (1) document in either MS Word or PDF format. RCUH should receive only one (1) completed document for the Executive Summary and Technical Response.

Please organize your proposal by using the numbering system presented below. You may combine responses to multiple items. However, please clearly refer to the item numbers being addressed.

Upon receiving a Notice of Intent to Submit a Proposal from you, along with date field file specifications, RCUH will provide its 2014 vendor payment summary list for your use in preparing your proposal.

1. Executive Summary

Include a summary containing highlights of the proposal approach, what technical/personnel resources will be utilized and how the Offeror will ensure responsiveness to RCUH staff and project requirements.

2. Technical Response

Organize your response by referring to the numbering system used below. Indicate in each answer if outsourcing by Offeror is involved.

2.1 RCUH's Vendor Enrollment

2.1.1 Describe your plans and processes for how you will perform initial vendor outreach activities to promote and assist vendors to sign up for the program. Describe the initial information you will need from RCUH for the initial vendor outreach, the format in which you need such information, and the communication method to be used by you to contact vendors.

2.1.2 Describe your plans and processes for how you will perform continuous, ongoing vendor enrollment after initial activation/implementation. Will you require us to send you an updated vendor list for enrollment? How often?

2.1.3 Describe your process/method to manage vendor's data including vendor's network enrollment, information management and data storage method. Confirm that the vendors' data needed to make payments will be stored on the Contractor's servers.

2.1.4 Describe how your enrollment team will maximize enrolled (transactions) volume for RCUH's card payment program.

2.1.5 Will we be given the ability to self-enroll a single vendor for an immediate transaction, allowing for additional earned revenue share (even if a one-time vendor payment)?

2.1.6 Will we be able to request additional vendor(s) to be enrolled into our program at any time?

2.1.7 Do you have a minimum annual spend (dollar volume) per vendor threshold that you will use to enroll vendors into our program? Or do you enroll all vendors?

2.1.8 Will you cross-check all of our existing vendors, regardless of annual spend volume, against a list of your currently accepting vendors?

2.1.9 Please describe the technology you use to manage the vendor enrollment process.

2.1.10 Will we be given a status report on why a vendor declined? How often will this report be provided to us? If we will be provided a status report, what are the various "reason codes" that will be listed in the report for non-acceptors?

2.1.11 Confirm that you will offer payment via ACH to RCUH employees for expense reimbursements.

2.1.12 Confirm that you will offer card payment method first to vendors before other methods.

2.2 Activation/Implementation

2.2.1 If your proposal is selected, describe how you will manage implementation. This overview should include a project plan, timeline, structure of your account team, description of key personnel experience, and key deliverables, etc. A graphic presentation, with commentary, as appropriate, would be very helpful, including dates, tasks, and identification of who is responsible for each task.

2.2.1.1 During our implementation/activation, will the team be dedicated solely to our implementation/activation?

2.2.1.2 Please describe the role and responsibilities of each member of the implementation/activation team.

2.2.1.3 Will the account manager be part of the implementation/activation process?

2.2.2 Explain in detail the nature and extent of RCUH staff time that will be required to integrate your solution into our system. Include time estimates.

- 2.2.3** Will our program be benchmarked against similar entities to maximize spend volume for our program? Please describe.
- 2.2.4** Is your implementation person incentivized to maximize volume to achieve a successful program? Please describe.
- 2.2.5** What technology do you use to manage your implementation/activation process? What would happen if you experienced internal turnover during the implementation/activation of our program?
- 2.2.6** Does your technology allow for complete visibility into our program among your team that services us (sales rep, vendor enroller, implementation/activation specialist, account manager, IT support specialist)? Please describe.
- 2.2.7** Describe the types of vendor record changes required for RCUH's system to be able to integrate with your platform. For example, do you require vendor payment type to be coded in RCUH's accounting system and sorted out into the appropriate payment files prior to delivery?
- 2.2.8** Confirm that you offer ACH CTX, virtual credit card and check as payment formats.
- 2.2.9** Confirm that you are able to process each payment request within twenty-four (24) hours after receiving a validation that files are approved by RCUH.
- 2.2.10** Confirm you have an internal quality management and control process/procedures for the proposed payment processing solutions and provide a detailed description of such system/solutions.
- 2.2.11** Describe if your solution requires credit underwriting. If so, how long does the process usually take? Confirm that you (not RCUH) are responsible for conducting the credit underwriting.
- 2.2.12** Confirm your firm runs tests of the vendors' banking information.
- 2.2.13** Describe the advantages and disadvantages of outsourcing all payment methods at the same time vs. sequencing one at a time.

2.3 Customer Service and Account Management

- 2.3.1** Provide an organization chart of the group(s) that will be managing, supervising, and performing the Services. Include the names, titles, and reporting relationships for all executive, management, and supervisory personnel. Describe the role and responsibilities of each team member.
- 2.3.2** Bidders shall provide a dedicated account manager to manage RCUH's account. Indicate the name of person who will act as the dedicated account manager. Provide a description of his/her experience serving similar clients.

- 2.3.3** Pictorially show the payment processing workflow. Supplement with narrative if necessary. If the workflow is not the same for each payment method, show the workflow for each payment method. Does the payment method for each vendor need to be included with each transmittal from RCUH or is the identification of payment method handled by you? Describe the advantages and disadvantages of having one workflow vs more than one.
- 2.3.4** Confirm that RCUH will be able to reach your customer service representative and/or account manager during RCUH's business hours. RCUH's business hours is Monday - Friday, 8:00 a.m - 5:00 p.m Hawaii Time, excluding RCUH holidays.
- 2.3.5** Confirm your response time will be the same day (or within 24 hours) upon receiving a request from RCUH and/or upon an incident being reported. In addition, describe your incident reporting process and resolution plan.
- 2.3.6** Describe the training you will provide to RCUH's staff and vendors to utilize the proposed payment processing solutions – both during the initial implementation period and during the ongoing, maintenance phase of the program.
- 2.3.7** Describe your plan to monitor RCUH's account performance. In addition, please confirm you will conduct periodic account performance review with RCUH. Describe what will typically be discussed during a performance review.
- 2.3.8** Describe your plan to deal with emergency situations including natural disasters, large system interruptions, etc. Address this matter from an overall operational viewpoint. System backup and recovery should be addressed in the 2.3.40 Data Security section.
- 2.3.9** On average, approximately how many accounts do your Account Managers typically manage?
- 2.3.10** Describe the activities the account manager will perform to ensure continued growth and success of our program.
- 2.3.11** What levels of support (back up) are available when our dedicated account manager is not immediately accessible?
- 2.3.12** If a payment fails, must the entire file be resubmitted or can problems be corrected on a per payment basis? Describe the resolution process.
- 2.3.13** Will RCUH have the ability to change, add or delete an item after transmitting its payment file to your firm? If yes, describe the procedures and any timing constraints. Can your firm provide a warehousing capability for credit card payments? If so, how long is the maximum warehousing period and how long can changes still be made prior to releasing warehoused transactions?
- 2.3.14** Describe how your firm will provide transaction verification for files we transmit to your firm.
- 2.3.15** Describe your firm's capabilities for tracking payment and/or remittance details after it releases a transaction, including whether it assigns and provides reference numbers or other tracking numbers.

- 2.3.16** Describe file retention and on-line inquiry capabilities for payment and remittance details.
- 2.3.17** Describe the method by which you will remit advice delivery to vendors for each payment processed. Does your system provide an email or other electronic notice to the vendor when payment has been made? Describe the content of the remittance information that is included with the notification.
- 2.3.18** What audit controls or special audit features does your system use?
- 2.3.19** Where is your support team located? Are they all in one location?
- 2.3.20** Do you have a dedicated vendor hotline to assist in answering all payment related questions regarding the payment process?
- 2.3.21** Confirm that your support services include responding to vendor questions.
- 2.3.22** Describe the various options available for the funding of the payments by RCUH.
- 2.3.23** Confirm that you are able to provide a secure online portal for RCUH and its vendors to review payment information 24/7/365. Provide detailed description of such portal.
- 2.3.24** Confirm that you will maintain the vendor information as it changes over time.
- 2.3.25** Do you outsource any support functions to a third party? If so, please describe.
- 2.3.25** Describe your capabilities to handle payments to foreign vendors.
- 2.3.26** With respect to addresses to which checks will be mailed, describe your process for ensuring the vendor address in your records matches the address in the RCUH records, to which payments have been historically sent.

2.3.30 Compliance

In regards to vendor information processing and data storage management, describe and confirm if your firm complies with the following (include with your proposal relevant reports or certifications):

- 2.3.30.1** Compliance with NACHA operating rules
- 2.3.30.2** Does your organization have a Type II SSAE16 or SOC2 report?
- 2.3.30.3** PCI Level 3 compliant (<https://www.pcicomplianceguide.org/pci-faqs-2/#5>)
- 2.3.30.4** Compliant with national and State of Hawaii breach laws (<http://www.ncsl.org/research/telecommunications-and-information-technology/security-breach-notification-laws.aspx>)
- 2.3.30.5** Does your organization have any additional certification, accreditation or audit reports?

2.3.30.6 Have compliance audits identified any exceptions?

2.3.30.7 Describe any exceptions and unresolved compliance issues.

2.3.35 Rebate on Card Payments

2.3.35.1 Describe how you will handle card variables such as floors and ceilings, fees, and pre-authorization requirements.

2.3.35.2 Describe your card rebate program. Outline the differences in rebate percentage between small spend and large spend transactions, if any.

2.3.35.3 Describe the frequency with which you will remit rebates to RCUH. The cycle for remit of rebate shall not be longer than the billing cycle for service fees. Confirm you will comply with this requirement.

2.3.40 Data Security

2.3.40.1 Describe the data center that will house the systems that will process RCUH data.

2.3.40.2 Confirm you will provide data security information to RCUH and its auditors upon request.

2.3.40.3 Confirm you can accept files from RCUH's Secure File Transfer (SFTP) system to and from RCUH's accounting system.

2.3.40.4 Describe your process and procedures to maintain server capacity/stability, firewall and virus and intrusion detection and protection systems, including updates.

2.3.40.5 Describe your process and procedures to maintain facility security (including but not limited to network security and physical security).

2.3.40.6 Describe the audit capabilities available to RCUH. Are job and transaction reports provided – successful transactions, failed transactions, transaction statistics, dashboard?

2.3.40.7 Will any of the services provided to RCUH be subcontracted to other vendors? If so, confirm that such other vendors are required to comply with your internal control requirements.

2.3.40.8 Describe backup and recovery processes and systems.

2.3.40.9 Describe disaster recovery plans, processes and systems.

2.3.40.10 Confirm that RCUH data will not be stored on removable media.

2.3.40.11 Describe data encryption – end-to-end? At rest and in transit?

2.3.40.12 Describe whether any data will be stored outside of the United States.

2.3.40.13 Describe whether any of the data processing of RCUH data will be done outside of the United States.

2.3.45 Distinguishing characteristics

2.3.45.1 You are likely aware of the products and services of your competitors. Describe substantive, factual reasons your solution differs and is better than that of your competition.

2.3.45.2 Describe the advantages and disadvantages of outsourcing all payment methods (card, ACH, and paper checks) as opposed to outsourcing only certain methods.

2.3.50 Value Added Service

Bidders should describe any other services that they feel will be valuable to RCUH and are not addressed in the previous sections.

3.2 COST/REBATE PROPOSAL

Prepare your Cost/Rebate Proposal using Appendix D.

3.3 APPENDICES

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

Appendix B – Offeror Contact Information Regarding the Proposal

Appendix C – References. Using the form shown in Appendix C, the Offeror must disclose **all** contracts for similar services performed during the last three (3) years. Points of contact and contact information should be indicated for each contract listed. These will serve as potential references to be contacted by the RCUH as part of the evaluation of the Offeror’s proposal.

Appendix D – Cost/Rebate Proposal. Offerors must use the Excel template provided.

Appendix A

PROPOSAL LETTER TO THE RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII

We propose to provide services for the Research Corporation of the University of Hawaii, for the benefit of _____ of the University of Hawaii.

It is understood that this proposal constitutes an offer.

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

If selected, we agree to deliver goods and services which meet or exceed the specifications.

Respectfully submitted,

Authorized Signature

Date

Printed Name

Title

Email Address

Telephone

If contract is awarded, the purchase order/payment should be made to

Federal EIN

Remittance Address

City, State, Zip Code

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

Appendix B

OFFEROR CONTACT INFORMATION -- REGARDING THE PROPOSAL

Required information	Response
Company Name:	
Address (Street):	
Address (City, State, and ZIP Code):	
Company's Federal Tax Identification Number:	
Company URL:	
Contact Name for Proposal:	
Email address:	
Telephone number:	

Appendix C

REFERENCES

Name of Firm _____

Address _____

Contact Name _____ Position _____

Telephone Number _____ Email Address _____

Dates of Services _____

Description of Services Provided:

Appendix D

COST/REBATE PROPOSAL

Use the template provided in a separate Excel file.

SECTION 4 – EVALUATION OF PROPOSALS AND BASIS FOR AWARD

4.1 EVALUATION OF OFFEROR PROPOSALS

All responsive proposals received prior to the Closing Date for Receipt of Proposals of 12:00 PM Hawaii Standard Time, June 19, 2015, will be evaluated and scored.

4.2 EVALUATION COMMITTEE

A committee, comprised of at least three (3) representatives, will evaluate and score each proposal submitted after review of all proposals and completion of oral presentations, if required. The committee will submit its evaluations to the Procurement Officer. The Procurement Officer will review the RFP and the evaluations before the selection of a Contractor. The firm with the highest score according to the criteria shown in this section shall be awarded the contract.

4.3 CRITERIA FOR PROPOSAL EVALUATION AND SCORING METHOD

The scoring and subsequent ranking of each proposal will be based on a scoring method using weighted formulas for vendor enrollment, activation/implementation, customer service/account management, and cost/rebate. The total score for each proposal will be on a scale of 0 to 100 points. RCUH, at its discretion, may decide to have the Contractor provide payment services by ACH, credit card and check, or just one or two of those payment methods. Accordingly, the scoring may be performed, at RCUH's discretion, on only those payment methods, for which it chooses to contract. Four general categories will be used to evaluate the proposals:

<u>Category</u>	<u>Maximum Number of Points per Category</u>
Vendor enrollment	22
Activation/implementation	22
Customer service/account management	22
Cost/rebate	34
Total	100

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

Vendor Enrollment	Maximum Number of Points
Technical Response	11
References	11

Activation/Implementation	Maximum Number of Points
Technical Response	11
References	11

Customer Svc & Acct Mgmt	Maximum Number of Points
Technical Response	11
References	11

The References category will be scored by selecting up to five (5) of the Offeror’s previous or current customers, and factoring their responses to standardized questions, into the evaluation.

Cost/Rebate – Please prepare Appendix D – Cost/Rebate Proposal, using the Excel template provided.

RCUH may waive irregularities in a proposal provided that, in its judgment, such action will not negate fair competition and will permit proper comparative evaluation of proposals submitted. RCUH’s waiver of an immaterial deviation or defect shall in no way modify the RFP documents or excuse the bidder from full compliance with the RFP specifications in the event the contract is awarded to that bidder.

RCUH reserves the right to accept or reject any or all proposals, make more than one award, or no award, make an award for all or a portion of the services offered, or enter into negotiations for the terms and conditions that are in the best interests of RCUH. Any contract awarded pursuant to this RFP will be in writing and will incorporate the requirements and specifications contained in the RFP, as well as the contents of the bidder’s proposal as accepted by RCUH.

4.4 BASIS FOR SELECTION AND AWARD OF AN AGREEMENT FOR SERVICES

The RCUH will select and attempt to negotiate a mutually acceptable Agreement for Services with the first-ranked Offeror. If this cannot be accomplished within 21 calendar days after initial Selection, the RCUH reserves the right to terminate contract negotiations with the first-ranked Offeror, and may select the second-ranked Offeror for negotiation of a potential award. This process may continue in order of Offeror ranking until a mutually acceptable Agreement for Services is achieved with the RCUH and an award is made to a selected Offeror.

4.5 REQUIREMENTS FOR AN AGREEMENT FOR SERVICES WITH THE RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII

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

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

Transactions, if applicable.

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

Attachment A. Notice of Intent to Submit a Proposal
(May be sent by email or fax.)

Company Name: _____

Address: _____

Phone No.: _____

Email: _____

[] I acknowledge receipt of Request for Proposal No. _____ and my company intends to submit a proposal prior to the Closing Date for Receipt of Proposals. I acknowledge the requirements for a services agreement with the Research Corporation of the University of Hawaii, including submittal of a price proposal; State of Hawaii Department of Taxation and Internal Revenue Service tax clearances; Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters; Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions; Standards of Conduct Declaration; and acceptance of the General Conditions for Services Agreements and the Special Conditions for Services Agreements (Federal Provisions).

[] I acknowledge receipt of Request for Proposal No. _____, but my company is not submitting a proposal.

Submitted by:

Signature Date

Typed Name

Title

Attachment B. General Conditions for Services Agreements

1. Coordination of Services by the State. RCUH, or RCUH's designee, shall coordinate the services to be provided by the CONTRACTOR in order to complete the Project. The CONTRACTOR shall maintain communications with RCUH, or the RCUH designee, at all stages of the CONTRACTOR's work, and submit to RCUH or the RCUH designee, for resolution, any questions which may arise as to the performance of this Agreement.
2. Relationship of Parties; Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
 - a. In the performance of services required under this Agreement, the CONTRACTOR shall be an "independent contractor", with the authority and responsibility to control and direct the performance and details of the work and services required under this Agreement; however, RCUH shall have a general right to inspect work in progress to determine whether in RCUH's opinion, the services are being performed by the CONTRACTOR in accordance with the provisions of this Agreement. It is understood that RCUH does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract to RCUH.
 - b. The CONTRACTOR and the CONTRACTOR's employees and agents, shall not be considered agents or employees of RCUH for any purpose, and the CONTRACTOR's employees and agents shall not be entitled to claim or receive from the RCUH any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to RCUH employees.
 - c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of its performance under this Agreement. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability (if such liability is determined to exist) to the CONTRACTOR's employees and agents, and to any individual not a party to this Agreement, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR's employees or agents in the course of their employment.
 - d. The CONTRACTOR shall be responsible for payment of all applicable federal, state and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Agreement, including but not limited to (i) income taxes, (ii) employment related fees, assessments and taxes, and (iii) general excise taxes. The CONTRACTOR is further responsible for obtaining all licenses, permits, and certificates that may be required by reason of this Agreement, including but not limited to a general excise tax license from the Department of Taxation, State of Hawaii. If under HRS § 237-26 the CONTRACTOR is exempt from paying State of Hawaii general excise but it is later determined that such exemption was not applicable, CONTRACTOR shall solely be responsible and liable for paying such tax and any and all taxes and related penalties in arrears.

- e. The CONTRACTOR shall be responsible for securing any and all insurance coverage for the CONTRACTOR and the CONTRACTOR's employees and agents which is or may be required by law during the pendency of this Agreement. The CONTRACTOR shall further be responsible for payment of all premiums, costs and other liabilities associated with securing said insurance coverage.
3. Personnel Requirements.
 - a. The CONTRACTOR shall secure, at the CONTRACTOR's own expense, all personnel required to perform the services required by this Agreement.
 - b. The CONTRACTOR shall ensure that the CONTRACTOR's employees or agents are experienced and fully qualified to engage in the activities and services required under this Agreement, and that all applicable licensing and operating requirements imposed or required under federal, state or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.
 4. Nondiscrimination. No person performing work under this Agreement, including any subcontractor, employee or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state or county law.
 5. Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR's duties, obligations, or interests under this Agreement without the prior written consent of RCUH. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR's right to compensation under this Agreement shall be effective unless and until the assignment is approved by RCUH.
 6. Conflict of Interest. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, which would or might conflict in any manner or degree with the performance of the CONTRACTOR's services under this Agreement.
 7. Modifications of Agreement. Any modification, alteration, amendment, change, or extension to any term, provision, or condition of this Agreement shall be made only by written amendment to this Agreement, signed by the CONTRACTOR and RCUH.
 8. Suspensions and Termination of Agreement.
 - a. RCUH reserves the right at any time and for any reason to suspend this Agreement for any reasonable period, upon written notice to the CONTRACTOR. Upon receipt of said notice, the CONTRACTOR shall immediately comply with said notice and suspend all work under this Agreement at the time stated.

- b. If, for any cause, the CONTRACTOR breaches this Agreement by failing to satisfactorily fulfill in a timely or proper manner the CONTRACTOR's obligations under this Agreement or by failing to perform any of the promises, terms, or conditions of this Agreement, and having been given reasonable notice of and opportunity to cure such default, fails to take satisfactory corrective action within the time specified by the RCUH, the RCUH shall have the right to terminate this Agreement by giving written notice to the CONTRACTOR of such termination at least seven (7) calendar days before the effective date of such terminating. Furthermore, RCUH may terminate this Agreement without statement of cause at any time by giving written notice to the CONTRACTOR of such termination at least thirty (30) calendar days before the effective date of such termination.
- c. Upon termination of the Agreement, the CONTRACTOR shall, within four (4) weeks of the effective date of such termination, compile and submit in an orderly manner to RCUH an accounting of the work performed up to the effective date of termination. In such event, the CONTRACTOR shall be paid for the actual cost of the services rendered, but in no event more than the total compensation payable to the CONTRACTOR under this Agreement.
- d. In the event of termination of either type, or in the event of the scheduled expiration of the time of performance specified in this Agreement, all finished or unfinished material prepared by the CONTRACTOR shall, at RCUH's option, become RCUH's property and, together with all material, if any, provided to the CONTRACTOR by RCUH, shall be delivered and surrendered to RCUH on or before the expiration date or date of termination. For the purposes of this Agreement, "material" includes, but is not limited to any information, data, reports, summaries, tables, maps, charts, photographs, films, graphs, studies, recommendations, program concepts, titles, scripts, working papers, files, models, audiotapes, videotapes, computer tapes, cassettes, diskettes, documents, and records developed, prepared, or conceived by the CONTRACTOR in connection with this Agreement, or furnished to the CONTRACTOR by RCUH. The terms do not include records which are maintained by RCUH solely for the CONTRACTOR's own use and which have only an ancillary relationship to the services provided under this Agreement.
- e. If this Agreement is terminated for cause, the CONTRACTOR shall not be relieved of liability to RCUH for damages sustained because of any breach by the CONTRACTOR of this Agreement. In such event, RCUH may retain any amounts which may be due and owing to the CONTRACTOR until such time as the exact amount of damages due to the RCUH from the CONTRACTOR has been determined. RCUH may also set off any damages so determined against the amounts retained.

9. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be from time to time, which in any way affect the CONTRACTOR's performance of this Agreement.
10. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and save harmless RCUH, its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the malicious, reckless, or negligent acts or omissions of the CONTRACTOR or the CONTRACTOR's employees, officers, agents, or subcontractors occurring during or in connection with the performance of the CONTRACTOR's services under this Agreement. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Agreement.
11. Disputes. No dispute arising under this Agreement may be sued upon by the CONTRACTOR until after the CONTRACTOR's written request to RCUH to informally resolve the dispute is rejected, or until ninety (90) days after RCUH's receipt of the CONTRACTOR's written request, whichever comes first. While RCUH considers the CONTRACTOR's written request, the CONTRACTOR agrees to proceed diligently with the provision of services necessary to complete the Project.
12. Confidentiality of Material.
 - a. All material given to or made available to the CONTRACTOR by virtue of this Agreement, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of RCUH.
 - b. All information, data, or other material provided by the CONTRACTOR to RCUH shall be kept confidential only to the extent permitted by law.
13. Ownership Rights and Copyright. RCUH shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Agreement, and all such material shall be considered "works made for hire". All such material shall be delivered to the RCUH upon expiration or termination of this Agreement. RCUH, at its sole and absolute discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Agreement. The CONTRACTOR, however, reserves the right to use thereafter any ideas and techniques that may be developed during the performance of this Agreement.
14. Publicity. The CONTRACTOR shall not refer to RCUH, or any project, office, agency, or officer thereof, or to the services provided pursuant to this Agreement, in any of the CONTRACTOR's brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts to the CONTRACTOR about this Agreement shall be referred to RCUH.

15. Payment Procedures. All payments under this Agreement shall be made only upon submission by CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Agreement have been performed by CONTRACTOR according to the Agreement.

16. Payment Procedures: Final Payment (Tax Clearance). Final payment under this Agreement shall be subject to Section 103-53, Hawaii Revised Statutes, which requires a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service stating that all delinquent taxes, if any, levied or accrued against the CONTRACTOR have been paid. A tax clearance is required on final payment for agreements \$25,000 or more.

In addition to providing a tax clearance prior to final payment, the CONTRACTOR is required to obtain a tax clearance from the Internal Revenue Service and State Department of Taxation prior to execution of this contract for all agreements \$25,000 or more.

17. Governing Law. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Agreement shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.

18. Notices. Any written notice required to be given by a party to this Agreement shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid, to RCUH at its address and to the CONTRACTOR at its address as indicated in the Agreement. A notice shall be deemed to have been received by the recipient three (3) days after mailing or at the time of actual receipt, whichever is earlier.

19. Severability. In the event that any provision of this Agreement is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Agreement.

20. Waiver. The failure of RCUH to insist upon the strict compliance with any term, provision or condition of this Agreement shall not constitute or be deemed to constitute a waiver or relinquishment of RCUH's right to enforce the same in accordance with this Agreement.

21. Federal Provisions. If federal funds are expended under this contract, the CONTRACTOR shall comply with the applicable provisions of Attachment C.

Attachment C. Special Conditions for Services Agreements

FEDERAL PROVISIONS (Applicable to Contracts, Subcontracts, and Purchase Orders under Federal Grants)

1. **ANTI-KICKBACK ACT.** For construction or repair projects of more than \$2,000, the contractor/subcontractor/vendor shall comply with the Copeland Anti-Kickback Act of 1986 (18 U.S.C.874 and 40 U.S.C.276c) as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States).
2. **DAVIS-BACON ACT.** For construction projects of more than \$2,000, the contractor/subcontractor/vendor shall comply with the Davis-Bacon Act (40 U.S.C.176a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”).
3. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.** For construction projects of more than \$2,000 or other projects of more than \$2,500 that involve the employment of mechanics or laborers, the contractor/subcontractor/vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.327-333), as supplemented by Department of Labor regulations (29 CFR part 5).
4. **RIGHTS TO INVENTIONS.** For the performance of experimental, developmental, or research work, the Federal government and RCUH shall retain rights to any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements”.
5. **ANTI-LOBBYING.** If this purchase is more than \$100,000, the contractor/subcontractor/vendor shall certify that it will not or has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee or any agency, a member of Congress, officer or employee or Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by the Byrd Anti-Lobbying Amendment (31 U.S.C.1352). The contractor/subcontractor/vendor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
6. **DEBARMENT AND SUSPENSION.** In accordance with Executive Orders (E.O.) 12549 and 12649, “Debarment and Suspension,” no purchase of more than \$30,000 shall be made with a contractor/subcontractor/vendor that is debarred, suspended, or proposed for debarment. For purchases of more than \$30,000, the contractor/subcontractor/vendor shall certify that it is or is not debarred, suspended, or proposed for debarment by the Federal Government or the RCUH shall check the government Excluded Parties List at <http://epls.arnet.gov> to ensure that the contractor/subcontractor/vendor is not included on

the list. Recipients shall fully comply with the requirements stipulated in Subpart C of 45 CFR 620, entitled "Responsibilities of Participants Regarding Transactions". The recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 45 CFR

620, entitled "Covered Transactions", includes a term or condition requiring compliance with Subpart C. The recipient is also responsible for further requiring the inclusion of a similar term or condition in any subrecipient lower tier covered transaction. The recipient acknowledges that failing to disclose the information required under 45 CFR 620.335 may result in the termination of the award, or pursuance of other available remedies, including suspension and debarment. Recipients may access the Excluded Parties List System at <http://epls.arnet.gov>.

7. **RIGHT TO AUDIT.** For all negotiated purchases of more than \$100,000, the contractor/subcontractor/vendor agrees that RCUH, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to and the right to examine any pertinent books, documents, papers and records of such vendor involving transactions related to this purchase.
8. **EQUAL EMPLOYMENT OPPORTUNITY.** All contracts/subcontracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
9. **CLEAN AIR ACT (42 U.S.C. 7401 et. seq.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 et. seq.) AS AMENDED.** Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et. seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et. seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
10. **TRAFFICKING IN PERSONS.** For subawards, the subrecipient will comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as implemented by 2 CFR 175.
11. **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT.** For first-tier subawards, the subrecipient will comply with the Federal Funding Accountability and Transparency Act (FFATA or Transparency Act – P.L. 109-282, as amended by Section 6202(a) of P.L. 110-252).

Attachment D. Standards of Conduct Declaration

For the purposes of this declaration:

“Employee” means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employee under contract to the State or of the Constitutional Convention, but excluding legislators, delegates to the Constitutional Convention, justices and judges.

“Controlling interest” means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest be greater or less than fifty per cent.

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

1. CONTRACTOR (is) (is not) a legislator or an employee or a business in which a legislator or an employee has a “controlling interest”.
2. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Agreement and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of the Agreement, if the legislator or employee had been involved in the development or award of the Agreement.
3. CONTRACTOR has not been assisted or represented for a fee or other compensation in the award of this Agreement by a RCUH employee, or in the case of the Legislature, by a legislator.
4. CONTRACTOR has not been represented or assisted personally on matters related to the Agreement by a person who has been an employee of the RCUH within the preceding two years and who participated while in state office or employment on the matter with which the contract is directly concerned.
5. CONTRACTOR has not been represented or assisted on matters related to the Agreement, for a fee or other consideration by an individual who, within the past twelve months, has been a RCUH employee.
6. CONTRACTOR has not been represented or assisted in the award of this Agreement for a fee or other consideration by an individual who, (a) within the past twelve months, served as a RCUH employee, and (b) participated while an employee on matters related to this Agreement.

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

Dated: _____, 20____.

CONTRACTOR

By

Its (Title)