

REQUEST FOR PROPOSALS

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

DESIGN AND DEVELOPMENT OF RCUH WEBSITE

Honolulu, HI

October 1, 2024

NOTICE TO OFFERORS

RFP Availability

A copy of the Request for Proposal (RFP) No. CS2024-1, “Design and Development of RCUH Website” is available on the website: <https://www.rcuh.com>.

Questions About the RFP

All questions about the RFP must be directed to Kaylee Hull at RCUH via email to rcuh@rcuh.com. Closing Date for Receipt of Offeror Questions is 4:00 PM (Hawaii Standard Time), October 15, 2024.

Closing Date for Receipt of Proposals

Completed proposals must be received via email to rcuh@rcuh.com no later than 4:00 PM (Hawaii Standard Time), November 15, 2024. Offerors may be required to give an oral presentation (refer to Section 4.5) tentatively scheduled for the week of December 2, 2024. It is the Offeror’s responsibility to ensure confirmation of proposal receipt prior to the Closing Date for Receipt of Proposals. Proposals received after the time and date fixed for submittal will not be considered.

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

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

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

This RFP contains 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.

RCUH was established by the Hawai'i State Legislature in 1965 as a public instrumentality and is attached to the University of Hawai'i for administrative purposes. RCUH provides the ancillary services to hire personnel and procure goods/services on behalf of its clients (e.g., UH, state agencies, private not-for-profits). **Because RCUH is exempt from Chapter 103D of the Hawai'i Revised Statutes, we are not a participant in any contract (e.g., NASPO/SPO) negotiated by or on behalf of the State of Hawai'i.**

Mission

To support and enhance research, development, and training in Hawai'i, with a focus on the University of Hawai'i.

Vision

A Hawai'i where research, development, and training flourish and energize a prosperous state economy.

Click [here](#) to learn more about us.

1.2 SCHEDULE OF KEY DATES

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

Date of Notice (RFP Issued): October 1, 2024
Closing Date for Receipt of Offeror Questions:..... October 15, 2024, 4:00 PM HST
Closing Date for Posting Responses to Questions: October 18, 2024, 4:00 PM HST
Closing Date for Receipt of Proposals: November 15, 2024, 4:00 PM HST
Proposal Review Period: November 18-29, 2024
Date of Oral Presentations (Tentative):..... Week of December 2, 2024
Date of Contractor Selection and Award: December 23, 2024
Services Start Date (Tentative): January 15, 2025

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://www.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 must be submitted in writing via email to Kaylee Hull using the address, rcuh@rcuh.com. RCUH reserves the right to only respond to questions regarding proposal requirements, contents, and details, that are received by 4:00 PM HST, October 15, 2024. All received questions and responses will be posted by 4:00 PM HST, October 18, 2024 on the RCUH website, <https://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 shall be communicated by an Offeror to the website identified above.

1.5 QUESTIONS BY RCUH TO OFFERORS

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

1.6 CLARIFICATION OF THE RFP

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

1.7 TAX CLEARANCE FOR PROPOSALS

A tax clearance from the Hawaii Department of Taxation and the U.S. Internal Revenue Service is not required for submission of a proposal. However, in accordance with Section 103-53 of the Hawaii Revised Statutes, the selected contractor shall submit a valid tax clearance from the Hawaii Department of Taxation and the U.S. Internal Revenue Service prior to execution of the Agreement for Services. A Certificate of Vendor Compliance that reflects a “Compliant” status from Hawaii Compliance Express (HCE),

<https://vendors.ehawaii.gov/hce/splash/welcome.html> is acceptable in satisfying the tax clearance requirement. Governmental agencies in the U.S. (i.e., city, county, state, federal) and any foreign governmental agencies are excepted from the tax clearance requirement.

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

1.8 PREPARATION COSTS

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

1.9 PROPRIETARY INFORMATION

The Offeror must 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 must 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 must submit proposals by email to rcuh@rcuh.com. 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. It is the responsibility of the Offeror to confirm that the RCUH has received its proposal prior to the Closing Date for Receipt of Proposals. Proposals may be modified by an Offeror prior to the Closing Date for Receipt of Proposals.

1.11 CERTIFICATION OF PROPOSAL

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

1.12 PROPOSAL WITHDRAWAL

An Offeror may withdraw its proposal by submitting a written request via email to rcuh@rcuh.com any time prior to the Closing Date for Receipt of Proposals.

1.13 RFP SUBMITTALS BECOME THE PROPERTY OF RCUH

All proposals and other material submitted shall become the property of the RCUH, and may

be returned at the sole discretion of the RCUH.

1.14 OPENING OF PROPOSALS

Proposals will be opened after 4:00 P.M. Hawaii Standard Time, on November 15, 2024, or as amended at the office to which the proposals are submitted. The proposal opening will not be open to the public. Proposals will not be subject to public inspection until after an Agreement for Services is signed by all parties, but in no case will proprietary information or proprietary material designated as such and submitted by an Offeror as part of an Offeror's proposal, be available for public inspection.

1.15 DISQUALIFICATION OF PROPOSALS

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

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

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

1.16 REFERENCES

The Offeror must disclose THREE (3) contracts for similar services within the last FIVE (5) 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 must 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 within 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.

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 must contain the Offeror's best terms. RCUH may elect to require oral presentations following the submission of proposals, if requirements for the oral

presentation process is included in Section 4.5.

1.18 BASIS FOR SELECTION

Based on the evaluation process discussed in Section 4 of this RFP, the 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. **No federal funds will be expended under this Agreement.**

1.21 NOTICE TO PROCEED

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

1.22 CHANGES TO CONTRACTOR'S FEE

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

1.23 PROCUREMENT OFFICER

This RFP is issued by the Research Corporation of the University of Hawaii. The Delegated Procurement Officer responsible for overseeing the RFP process and Agreement for Services is Kaylee Hull.

SECTION 2 – STATEMENT OF WORK

2.1 INTRODUCTION

The Research Corporation of the University of Hawaii (RCUH) is soliciting proposals from Offerors who wish to be considered for the “Design and Development of RCUH Website.” The resulting work will refresh our current website, <https://www.rcuh.com>, which was last updated in 2016.

The website is currently hosted on WordPress. Visitors include the general public, employees, and project staff (who may or may not be employed by RCUH). On average, there are 16,203 visitors per month. This includes access by computer (77%), mobile devices (21%), and tablet devices (2%).

During the July–September 2024 period, we engaged our corporate staff and convened a volunteer focus group representative of our clients. The results of those engagements are presented in this Statement of Work.

2.2 GOALS

To align with our [strategic plan](#), our goals for the refreshed website are to engage site visitors, clearly define our mission and services, improve efficiency by reducing the administrative burden for researchers, and follow state and federal regulations.

2.3 PROJECT PHASES

RCUH anticipates that the project phases will require a work period lasting up to eight (8) months, i.e., January–August 2025. The refreshed website must be thoroughly tested and ready to go live by July 2025.

1. Kick-off Meeting – January 2025
2. Site Development
3. Soft Launch Demo
4. Go Live – July 2025
5. Post-Launch Support and Training

2.4 MINIMUM FEATURES AND FUNCTIONALITY REQUIREMENTS

There are five (5) menu items that must lead development of the refreshed website. They are:

1. About Us
2. Jobs
3. Resources
4. News & Events
5. Logins

The refreshed website must be:

1. Visually Appealing
2. Organized and Intuitive
3. Accessible and Secure
4. Responsive
5. Functional

Additionally, the refreshed website must enhance the user experience with the following:

1. Content and Features

- a. **Overview:** A section that provides visitors with a clear overview of RCUH's mission and activities, leaving them with a better understanding of what the organization does.
- b. **Announcements and News:** A centralized, prominently displayed section for announcements and news, utilizing tagging and search functionality to improve discoverability, and highlighting important updates.
Option to be explored: Having visitors sign up for email notifications.
- c. **Alert Banner:** A banner positioned at the top of the page for critical notifications, such as system outages, natural disaster preparedness, and utility outages.
- d. **Document/Policy Library:** The document library houses policies, procedures, and forms referenced by staff. It needs to be restructured with improved navigation, enhanced search functionality, and tagging options to make it easier for users to find specific policies, procedures, and forms. Favorite links must always lead back to the current document.
- e. **Project Spotlights:** A section to showcase the work and achievements of different projects within RCUH. This will help to highlight the diversity and impact of RCUH's initiatives.
- f. **Social Media and Newsletter Signup:** A section at the bottom of the page to increase awareness of RCUH's online presence and to encourage engagement. Incorporate links to sign up via online form.
- g. **Suggestion Box:** A suggestion box to gather user feedback, helping to improve the website and better meet user needs.
- h. **Photos and Videos:** Multimedia that can be used in different sections. Multimedia will be maintained and updated by RCUH staff.

2. Improved Navigation

- a. **Top Navigation Bar:** The main navigation must be positioned at the top of the home page, making it easier for users to find and access different sections of the website.
- b. **Dropdown Menus:** Categorized by audience (e.g., Employees, Principal Investigators and Supervisors, Fiscal Administrators) to streamline navigation and help users quickly find relevant information while ensuring that users can still easily navigate to other sections as needed. Menu options to drop down and underline main headers (i.e., About Us, Jobs, Resources, News & Events, Logins) when the cursor hovers over selection.
Option to be explored: Highlight the sub-header when the cursor hovers over the selection.

- c. Quick Links: Feature to provide easy access to frequently visited or important resources. Avoid duplication with main menu. Suggestions include the Training Portal, payroll calendar, seasonal/time-sensitive links (e.g., performance evaluations).

3. Accessibility and Usability

- a. Improved Color Scheme: Incorporate a refined color scheme to improve readability and visual appeal, particularly concerning text on images.
- b. Scrollable Home Page: A longer, scrollable home page, reducing the need for excessive clicks.
Option to be explored: Clickable icon so that viewer can quickly get to the top of the home page.
- c. Mobile-Friendly Design: Optimized for mobile devices, ensuring that the website is fully responsive and performs well on smaller screens.
- d. Visual Engagement: Large icons, optimized high-resolution images, and a visually engaging layout to create a more appealing and modern website appearance.

2.5 MINIMUM TECHNICAL REQUIREMENTS

RCUH's refreshed home page must ensure optimal performance and user experience across all devices. The website must adhere to at least Web Content Accessibility Guidelines 2.1 (WCAG 2.1) and integrate the UserWay plugin to enhance accessibility. The Human Resources Portal, Financial Portal, Training Portal, Job Listings, and Applicant Portal are external systems.

Technical changes or modifications made prior to RCUH's approval and acceptance of the website shall not incur additional charges.

1. Content Management System (CMS)

The CMS must be chosen based on its flexibility, security, ease of use, and vendor's familiarity with the system. It must be regularly updated to protect against vulnerabilities and be protected by a Web Application Firewall (WAF) and Secure Sockets Layer (SSL) certificate.

2. Hosting Options

The refreshed website shall be hosted by either a third-party web host or the vendor's infrastructure, which may include cloud-based solutions or on-premises hosting. The hosting solution must be selected based on its ability to handle a monthly visitor load of approximately 20,000 users.

The host must provide an uptime of 99.9% during peak hours of 7 AM to 5 PM HST. Domain Name System (DNS) records shall be maintained by a third-party.

Needs scalable storage to provide capacity for multimedia (such as photos and videos) and document files.

3. Ownership

RCUH shall own the source code.

4. Performance Expectations

To meet visitor expectations, the refreshed website must meet or exceed the performance metrics, e.g., load times of the current website.

5. Browser Compatibility

The refreshed website must be fully compatible with modern browsers, including the latest supported versions of Google Chrome, Mozilla Firefox, Microsoft Edge, and Apple Safari. This compatibility shall extend to both mobile and desktop versions, ensuring a consistent user experience across all platforms.

6. Document Library

The ability to add permanent links for documents is a must. This is so newly updated documents retain the same URL. Must be able to toggle a file's accessibility to the public.

7. Analytics Integration

An analytics tool must be integrated into the refreshed website to track user behavior, performance metrics, and other key data. The Offeror shall ensure compliance with relevant data privacy regulations, such as General Data Protection Regulation (GDPR).

8. Test System

A test system with lower capacity and uptime requirements needs to be provisioned.

9. CMS Training

Administrator Training: Training for administrators on managing the CMS, including user management, content updates, and system configuration.

Content Editor Training: Training sessions for staff responsible for updating website content, ensuring they can efficiently use the CMS to keep the site up to date.

10. CMS User Management

If possible, integrate our IdP (Microsoft Entra ID) for CMS user management and login. MFA will be enabled through the IdP. If IdP integration is not possible, logins must be secured with our Cisco Duo MFA instance.

11. Ongoing Support

Ongoing support is critical. Support includes bug fixes, CMS assistance, and resolution of performance issues.

12. Maintenance Schedule

As an option, regular maintenance is desired. Maintenance includes updates to the CMS and plugins. The performance schedule shall be by mutual agreement.

2.6 REQUIRED DELIVERABLES

1. Semi-monthly reports (at mid-month and at end of month)
 - a. Status of work, as related to schedule

- b. Major issues needing attention – describe issue, provide recommended solution
- 2. Detailed project plan including timelines and milestones
- 3. Design mockups and wireframes for stakeholder approval
- 4. Fully functioning website based on approved design
- 5. Search Engine Optimization (SEO) of content and structure
- 6. Testing results
- 7. Training sessions and documentation
- 8. Post-launch support

SECTION 3 – PROPOSAL REQUIREMENTS

3.1 REQUIRED FORMAT

Offeror shall submit its entire response to the Request for Proposals on 8.50-inch x 11-inch sheets, with one-inch margins all around, single-spaced lines with double spacing between paragraphs, using not less than a 12-point font for headings and text. Captions and labels must use not less than a 9-point font.

The proposal shall be organized and paginated by section (Page x of x) in the following order:

1. Executive Summary
2. Technical Proposal
3. Schedule
4. Qualifications, Experience, and Expertise
5. Price Proposal
6. Appendices
 - A. Proposal Letter to the Research Corporation of the University of Hawaii
Evidence of Authority of Representative to Submit an Offer
Names and Addresses of the Other Officers of the Corporation
 - B. Offeror Profile
Biographical summaries for all project team members
 - C. References
Three (3) references for projects worked on within the last five (5) years

3.1.1 EXECUTIVE SUMMARY

Offeror shall submit an Executive Summary of up to two (2) pages outlining the key elements of the proposal.

3.1.2 TECHNICAL PROPOSAL

Offeror shall consider RCUH's goals, minimum features and functionality requirements, and minimum technical requirements in its proposal.

- Summarize your understanding of RCUH, its goals for the project, and the minimum requirements.
- Graphically present and describe the phases and the processes used to design and develop a website.
- Describe how the minimums for features and functionality will fit into the design.
- Describe any features and functions that exceed the minimums and explain why they were selected for inclusion.

- Provide a rough sketch of the home page.
- Identify the Content Management System (CMS) to be used and the reasons for selection. Explain who will be responsible for the license.
- Explain how the website will be hosted.
- Explain how website performance expectations will be met.
- Describe the analytics tool to be integrated in the website.
- Describe how the test system will be developed and accessed.
- Describe the approach for collection of testing data, documentation of bugs and fixes, and notifications to RCUH.
- Describe CMS training for administrators and content editors.
- Describe levels and terms (i.e., what is included) of ongoing support.
- Describe levels and terms (i.e., what is included) of maintenance options.

3.1.3 SCHEDULE

Offeror shall identify the project phases and provide a detailed timeline for the work, including milestones for RCUH and Offeror. The refreshed website must be thoroughly tested and ready to go live by July 2025.

3.1.4 QUALIFICATIONS, EXPERIENCE, AND EXPERTISE

Offeror shall describe the firm's history and size and how it is best qualified to perform the requested work. It shall detail its experience with similar projects, especially any work performed for RCUH, the University of Hawaii, or other State of Hawaii agencies; identify the team that will be assigned to this project and their expertise with the complexity and size of the project, project management, client communications, and problem solving. Biographical summaries of the key team members shall be included in the proposal; refer to Appendix B in Section 3.1.6.

In the event that a contract is awarded, please provide:

- Name, position, email address, and telephone number of individual authorized to sign the contract.
- Company name, remittance address, for purchase order/payment(s), and taxpayer identification number. We may request IRS Form W-9 (Request for Taxpayer Identification Number and Certification) for verification purposes.

3.1.5 PRICE PROPOSAL

Because RCUH is exempt from Chapter 103D of the Hawai'i Revised Statutes, we are not a participant in any contract (e.g., NASPO/SPO) negotiated by or on behalf of the State of Hawai'i. Your favorable pricing to state and local government agencies is appreciated.

Technical changes or modifications made prior to RCUH's approval and acceptance of the website shall not incur additional charges.

The price shall include all applicable taxes and remain valid for NINETY (90) days after the closing date for receipt of proposals.

Base Proposal

The proposal shall:

- Identify the position and state the hourly rate for each member of the team.
- For each item in Section 2.6 Required Deliverables, state cost, identifying the staff position(s) and providing the number of hours needed (by staff position) to complete the deliverable.
- Identify any third-party products or licenses required for development of the website and state their cost.
- Identify webhosting costs (handover as opposed to billed through Offeror)
- Identify other expenditures required for development of the website and state their cost.
- State total cost for the base proposal.

Options

Provide annual cost for each of the following optional items:

- Ongoing support
- Regular maintenance (e.g., updating plugins and CMS, backups)
- Security scanning

3.1.6 APPENDICES

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

Appendix B -- Offeror's Profile. The Offeror's Profile form shown in Appendix B shall be completed in its entirety.

Appendix C – References. Using the form shown in Appendix C, the Offeror must disclose

THREE (3) contracts for similar services performed within the last FIVE (5) years. Points of contact and contact information must 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 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.

It is understood that this proposal constitutes an offer.

It is understood and agreed that we have read the Research Corporation of the University of Hawaii's specifications described in the RFP and this proposal is made in accordance with the provisions of such specifications. By signing this proposal, we guarantee and certify all items included in this proposal meet or exceed any and all such specifications, and agree to the terms and conditions in all of the documents described in Section 4.6 of the RFP, including Attachments.

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

Respectfully submitted,

Authorized Signature

Date

Printed Name

Title

Email Address

Telephone

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

Federal EIN

Remittance Address

City, State, Zip Code

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

Appendix B

OFFEROR PROFILE

(All items must be provided to be considered)

Company Name _____ **Type of Company** _____
(Corporation, Partnership, LLC, etc.)

Address _____ **Total # Full Time Employees** _____

_____ **Phone Number** _____

Email _____ **Federal EIN #** _____

Company Start Date _____ **State GET License #** _____

Project Manager / Principal Contact (Attach Bio) _____

Assigned Employees (Attach Bios) _____

(Attach Additional Listings)

Signature _____ **Date** _____

Position/Title _____

***Attach to this page: Bios for all project team members.**

Appendix C

REFERENCES

Name of Firm _____

Address _____

Contact Name _____ Position _____

Telephone Number _____ Email Address _____

Dates of Services _____

Website Address _____

Description of Services Provided:

SECTION 4 – EVALUATION OF PROPOSALS AND BASIS FOR AWARD

4.1 EVALUATION OF OFFEROR PROPOSALS

All responsive proposals received by the Closing Date for Receipt of Proposals of 4:00 PM Hawaii Standard Time, November 15, 2024, will be evaluated and scored.

4.2 EVALUATION COMMITTEE

A committee comprised of at least three (3) representatives will convene to evaluate and score each responsive proposal. See Section 1.15 for reasons that an Offeror shall be disqualified and their proposal automatically rejected.

4.2.1 INITIAL EVALUATION AND SCORING

The Evaluation Committee members will individually evaluate and score each responsive proposal submitted after review of all proposals. The individual scores will be combined and averaged to arrive at a rank for each Offeror. The three (3) highest ranked responsible/responsive Offerors will be asked to make an in-person oral presentation during the week of December 2, 2024.

4.2.2 ORAL PRESENTATION EVALUATION AND SCORING

The Evaluation Committee, as a group, will discuss, evaluate, and score each presentation. Evaluation and scoring of the oral presentations will consider only the Offeror's Technical Merit; Schedule; and Qualifications, Experience, and Expertise. The Offeror's averaged scores for Price and References from the initial evaluation and scoring will be carried over.

4.2.3 FINAL EVALUATION AND SCORING

The Evaluation Committee's group evaluation and scoring of each oral presentation—Technical Merit; Schedule; and Qualifications, Experience, and Expertise—together with the Offeror's averaged scores for Price and References carried over from the initial evaluation and scoring, will constitute the Offeror's final evaluation and scoring.

The Evaluation Committee will submit its evaluations to the Delegated Procurement Officer, who may also be a representative on the committee. The Delegated Procurement Officer will review the RFP and the evaluations before the selection of a Contractor. The firm with the highest score according to the criteria shown in this section shall be awarded the contract.

4.3 CRITERIA FOR PROPOSAL EVALUATION AND SCORING METHOD

The scoring and subsequent ranking of each proposal will be based on a scoring method using weighted formulas for technical merit (ability to meet scope of work); schedule; qualifications, experience, and expertise; price; and references. The total score for each proposal will be on a scale of 0 to 100 points. Five (5) general categories will be used to evaluate the proposals:

<u>Category</u>	<u>Maximum Number of Points per Category</u>
Technical Merit	45
Schedule	5
Qualifications, Experience, and Expertise	25
Price	10
References	15

Total 100

4.3.1 DETAILED EVALUATION FORMULA FOR PROPOSED TECHNICAL APPROACH

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

Technical Merit	Maximum Number of Points
Demonstrates clear understanding of RCUH's vision	5
Demonstrates clear understanding of scope of work and deliverables	20
Demonstrates clear understanding of minimum requirements	15
Shows completeness and attention to details	5

Schedule	Maximum Number of Points
Proposes a realistic and detailed schedule of events	5

Qualifications, Experience, Expertise	Maximum Number of Points
Provides a thorough description of how it is best qualified for the work required	10
Details its experience with clients, especially experiences with RCUH, UH, State of Hawaii agencies	10
Identifies team that will be assigned to this project and describes their expertise	5
Discloses information needed in the event of contract award	Pass/Fail

Price¹	Maximum Number of Points
Provides detailed and complete quote	Pass/Fail
Pricing Formula	10

References²	Maximum Number of Points
Evaluates professionalism, communications, problem solving, quality of work	15

¹A pricing formula shall be used to allot points based on the Offeror's price and the price of the lowest bidder.

When assessing points for price, there shall be 10 maximum points awarded to the lowest priced bidder. The points allocated to higher-priced bidders shall be equal to the lowest bidder's price multiplied by the maximum points available for price, divided by the higher proposal price.

For example:

Proposal A	\$50,000	10 points (maximum points)
Proposal B	\$59,000	8.5 points $((\$50,000 \times 10)/\$59,000)$
Proposal C	\$65,000	7.7 points $((\$50,000 \times 10)/\$65,000)$

²The References category will be scored by selecting THREE (3) of the Offeror's previous or current customers, and factoring their responses to standardized statements, into the evaluation.

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 ORAL PRESENTATIONS

Following the scoring and ranking of proposals, RCUH will have Offerors make presentations of their proposals to RCUH; however, no new information can be presented. The THREE (3) highest ranked responsive/responsible Offerors will be invited to give an in-person oral presentation before the Evaluation Committee at the East-West Center, 1601 East-West Road, Burns Hall 4th Floor Makai Wing, Honolulu, HI 96848. A one-hour appointment for each Offeror will be scheduled for the week of December 2, 2024. The inability of an Offeror to give an oral presentation to the Evaluation Committee may result in the Offeror's disqualification, at the discretion of RCUH

The Offeror is provided this opportunity to explain their proposal, to clarify any statements, and to respond to the Evaluation Committee's questions. The Offeror is also provided the opportunity to ask questions of RCUH.

If, after presentations by the Offerors, RCUH determines that an amendment to the RFP is needed, the three (3) highest ranked Offerors will be permitted to submit a new proposal or amend their first proposal, which will be considered their best and final offer (BAFO), and rescored.

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

The selected Offeror must submit a tax clearance from Hawaii Department of Taxation and the U.S. Internal Revenue Service prior to execution of an Agreement for Services with the Research Corporation of the University of Hawaii:

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 and Attachment D – Standards of Conduct Declaration. Necessary forms will be provided to the selected Offeror.

Attachment A. RESERVED

Attachment B. General Conditions for Services Agreements

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

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

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

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

10. Termination of Agreement for Convenience.

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

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

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

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

14. Confidentiality of Material.

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

15. Ownership and Intellectual Property Rights.

- a. **Physical Material.** RCUH shall have complete ownership of all physical material, both finished and unfinished, which is acquired, developed, prepared, or assembled by CONTRACTOR pursuant to this Agreement, unless the provisions of the Project's Prime Award (grant/contract awarded directly by the federal government), if any, requires that title to physical material vest in another party. If determined by RCUH to be necessary, CONTRACTOR and RCUH shall execute any and all documents necessary to establish RCUH or other required party as the owner of the material, without the need for any additional consideration.
- b. **Patentable Inventions.**
 - i. **Rights to Patentable Inventions.** The rights to patentable inventions shall be determined in accordance with the provisions of the Project's Prime Award, if any. If the Prime Award is subject to the applicable regulations governing patents and inventions incorporated in 37 CFR 401, the term "subcontractor" shall be substituted for "contractor" throughout 37 CFR 401, unless the context of the clause requires otherwise. It is intended that 37 CFR 401 shall apply to CONTRACTOR in such a manner as is necessary to: (1) reflect the position of CONTRACTOR as a subcontractor to RCUH, (2) insure CONTRACTOR's rights under 37 CFR 401 and its obligations to RCUH, the Project, and the United States government, and (3) enable the Project to meet its obligations under its Prime Award. In the absence of ownership provisions in the Prime Award, or if the Project is supported by other funds, the ownership of patentable inventions developed pursuant to this Agreement will be determined under applicable U.S. law. If determined by RCUH to be necessary, CONTRACTOR and RCUH shall execute any and all documents necessary to establish the rights to the patentable inventions, without the need for any additional consideration.
 - ii. **Licensing of Patentable Inventions.** CONTRACTOR agrees to grant and hereby does grant to RCUH an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, make, have made, and distribute any patentable invention first conceived or reduced to practice in the performance of this Agreement.
- c. **Copyrights.** RCUH shall have complete ownership of all copyright material (including but not limited to any computer software and its documentation and/or databases) that is developed or prepared by CONTRACTOR for RCUH pursuant to this Agreement, and all such material shall

be considered “works-made-for-hire.” All such material shall be delivered to RCUH upon expiration or termination of this Agreement. CONTRACTOR, however, may use thereafter any ideas and techniques that may be embodied in such works. To the extent the material is not recognized as a “work-made-for-hire” as a matter of law, CONTRACTOR hereby assigns to RCUH any and all copyrights in and to the material. If determined by RCUH or the Project to be necessary, CONTRACTOR, the Project and RCUH shall execute any and all documents necessary to establish RCUH or the Project as the owner of the material, without the need for any additional consideration.

16. Publicity. CONTRACTOR shall not refer to RCUH, the Project, or any office, agency, or officer thereof, or to the services provided pursuant to this Agreement, in any of CONTRACTOR’s brochures, advertisements, or other publicity of CONTRACTOR. All media contacts with CONTRACTOR about this Agreement shall be referred to RCUH.
17. Payment Procedures; Final Payment. All payments under this Agreement shall be made only upon (a) submission by CONTRACTOR to RCUH of original invoices specifying the amount due and certifying that services requested under this Agreement have been performed by CONTRACTOR according to this Agreement, and (b) satisfactory performance as determined by RCUH and as specified in Attachments 1, 2, and 3.
18. Tax Clearance. Final payment under this Agreement shall be subject to Section 103-53 of the Hawaii Revised Statutes, which requires a tax clearance from the Hawaii Department of Taxation and the U.S. Internal Revenue Service, stating that all delinquent taxes, if any, levied or accrued against CONTRACTOR have been paid. A tax clearance is required on final payment for agreements of \$25,000 or more. In addition to obtaining a tax clearance prior to final payment, CONTRACTOR is required to obtain a tax clearance from the Hawaii Department of Taxation and the U.S. Internal Revenue Service prior to the execution of this Agreement, if \$25,000 or more.
19. Governing Law, Jurisdiction and Venue. The validity of this Agreement and any of its terms and/or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Agreement shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.
20. Notices. Any written notice required to be given by a party to this Agreement shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid, to RCUH at its address, and to CONTRACTOR at its address, as indicated in this Agreement. A notice shall be deemed to have been received by the recipient three (3) days after mailing or at the time of actual receipt, whichever is earlier.
21. Severability. In the event that any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Agreement, provided that the remaining terms and conditions of this Agreement remain legal and enforceable.
22. Waiver. The failure of RCUH to insist upon strict compliance with any term, provision or condition of this Agreement shall not constitute or be deemed to constitute a waiver or relinquishment of RCUH’s right to enforce the same in accordance with this Agreement.

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

Attachment C. RESERVED

Attachment D. Standards of Conduct Declaration

For purposes of this declaration:

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

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

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

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

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

CONTRACTOR

By

Its

(Title)

Date

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