REQUEST FOR PROPOSALS

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

Plant Pono Website and Database Additions, Revisions, Conversion to CMS and Responsive Format, Optimization, Analytics, and Technical Support/Training
(short title: Plant Pono Website and Database)

For the

Pacific Cooperative Studies Unit-Coordinating Group on Alien Pest Species
University of Hawaii at Mānoa College of Arts & Sciences, Department of Botany
University of Hawaii
Honolulu, HI

March 14, 2014
NOTICE TO OFFERORS

RFP Availability


Questions About the RFP

All questions about the RFP must be directed to Christy Martin at christym@rocketmail.com, or (808) 722-0995. Closing Date for Receipt of Offeror Questions is 5:00 PM (Hawaii Standard Time), March 17, 2014.

Closing Date for Receipt of Proposals

Completed proposals must be received no later than 5:00 PM (Hawaii Standard Time), March 20, 2014, at the address listed in Section 1.10 of this RFP. Finalists may be required to give an oral presentation, tentatively scheduled for the week of March 24. 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
2800 Woodlawn Dr., Suite 200
Honolulu, HI 96822
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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 25 pages.
SECTION 1 -- ADMINISTRATIVE OVERVIEW

1.1 INTRODUCTION

This is a Request for Proposals (RFP) issued by the Research Corporation of the University of Hawaii (RCUH), on behalf of Pacific Cooperative Studies Unit- Coordinating Group on Alien Pest Species 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.

Date of Notice (RFP Issued): March 14, 2014
Closing Date for Receipt of Offeror’s Attachment A(Notice of Intent to Submit a Proposal): March 17, 2014
Closing Date for Receipt of Offeror Questions: 5:00 PM, March 17, 2014
Closing Date for Posting Responses to Questions: 5:00 PM, March 18, 2014
Closing Date for Receipt of Proposals: 5:00 PM, March 20, 2014
Proposal Review Period: March 21, 2014
Date of Contractor Selection and Award: (Selection will be made and forwarded to the Fiscal Officer for contracting phase: March 25, 2014)
Services Start Date (Tentative): Upon award of contract

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://manoa.hawaii.edu/hpicesu/projec2.htm under Coordinating Group on Alien Pest Species. 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 Christy Martin using the address, christym@rocketmail.com. Questions regarding proposal requirements, contents, and details will receive a response only for those questions received by 5 PM, HST March 17, 2014. All received questions and responses will be posted by Monday, March 18, 2014 on http://manoa.hawaii.edu/hpicesu/projec2.htm under Coordinating Group on Alien Pest Species.
The web site 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 their 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 the RCUH reserves the right to waive any technical irregularity not affecting an unbiased and objective evaluation of all proposals; that such waiver will be in the best interest of the RCUH; and that 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 State of Hawaii Department of Taxation and the Internal Revenue Service is not required for submission of a proposal. However, in accordance with Section 103-53, Hawaii Revised Statutes, the selected contractor shall submit original tax clearances from the State of Hawaii Department of Taxation and the Internal Revenue Service prior to execution of the Agreement for Services.

Due to the fact 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 the Hawaii Compliance Express (HCE) shall be accepted as a substitute for the tax clearance. Information on the Hawai‘i 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 nonconfidential portion of the proposal.

1.10 SUBMISSION OF PROPOSALS

Offerors may submit their 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 their complete proposal in multiple parts. If submitting by mail, please include the original and 2 copies. It is the responsibility of the Offeror to confirm that the RCUH has received their 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:

Pacific Cooperative Studies Unit
Department of Botany
University of Hawaii
3190 Maile Way
Honolulu Hawaii 96822 USA

Address, if submitting by email:

christym@rocketmail.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 their 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 5 P.M. Hawaii Standard Time, on March 20, 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 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 the 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 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 your proposal and any other references provided by the Offeror during the past 3 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 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.

1.22 CHANGES TO CONTRACTOR’S FEE

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

1.23 PROCUREMENT OFFICER
This RFP is issued by the Research Corporation of the University of Hawaii, on behalf of Pacific Cooperative Studies Unit-Coordinating Group on Alien Pest Species. The Procurement Officer responsible for overseeing the RFP process and Agreement for Services is Dana Fukata (Pacific Cooperative Studies Unit).
SECTION 2 – STATEMENT OF WORK

This work will provide added functionality, conversion to CMS, optimization, and training/tech support for an existing website, www.plantpono.org, and the two databases that provide content, all of which are housed on a secured server owned and maintained by Hawai’i Biodiversity Information Network at University of Hawai’i Maui College.

Added Functionality
1. Ability to add new plants to the pono plants (plants recommended for planting, perhaps via a form submitted by the public, and posting with website administrator approval)--this mechanism would allow non-invasive plant content to be generated by the public.
2. Add a page for listing “pono” businesses, and the ability to add/update these.
3. Have a single page (or spreadsheet?) with all the WRA assessments listed in alphabetic order, where you click on the plant to view the assessment. It would look similar to an existing HPWRA page (see https://sites.google.com/site/weedriskassessment/assessments/Download-Assessments), but should also have a column for the WRA score and designation.
4. Simplify searching for a specific plant. Use the same search for all areas (there are currently two databases that may or may not be searched, depending on the search box used), so the user simply puts a plant name into any search box and all results are shown. Include search by alpha, etc. Remove the status (invasive/non/all) from the search form as it needlessly complicates search.
5. Change the labeling of the search results (i.e., “Invasive Plant Results x Plants”) as there is confusion about invasive plants showing up under the WRA heading instead of the invasive heading. Label might simply say “featured invasive plant”, etc.
6. Add a description of the categories (low risk, high risk, evaluate) – perhaps a definition appears when the mouse hovers on low/high designation
7. Change the “download assessment” button so it stands out, maybe change label, “download full assessment”, or something similar.
8. Change “additional resources” page so links are on top. Give the “additional considerations” for planting pono its own area, or perhaps move it to “Why plant pono” page.
9. Remove duplicated Hawaiian noxious weed rules on the additional resources page.
10. Change search for pono plants based on form and function (multiple search criteria which will be provided as a spreadsheet); add icons for planting requirements (sun, water, etc.)
11. Link pono plants as alternative plants for each of the 30 featured invasive plants (like don’t plant this, plant one of these instead, similar to PlantRight.org. http://www.plantright.org/regions/north-and-central-coast.
12. Remove Hawaiian names from invasive plants (ie kahili ginger, etc. Seems feasible to do several things with the info on the current spreadsheet at once); remove references to DLNR Most Invasive Horticultural Plants list.
13. Add positive photos to the home page slideshow (ie stunning photos of a landscape done with pono plants, or pristine forest without the ATF –something more hopeful) to balance current slides.
14. Expand plant profiles to include cultural information (this will be one of the ways in which plants should be sorted; will exist as a column in the spreadsheet)
15. Sorting capacity for WRA results (combined with number 4).
Transition to CMS:
1. Login Page / Logout / Create database table for users / Forget password function
2. Admin Interface (When logged in, what page will look like) - Design and Code
4. Content Management - Pono Plants - List/Edit/Add/Delete Pono or Invasive plants
5. Content Management for all static pages - homepage, hpwra, additional resources, why plant pono
6. Approval mechanism for public plant suggestion submissions (plants for planting database only; not HPWRA database plants; same as #1 in Added Functionality)
7. Configure and customize a WYSIWYG Editor

Convert Existing Website to a Responsive Website:
1. Convert existing XHTML Strict code to HTML5 code
2. Convert 5 to 6 different templates into responsive format (for user, not for Admin interface).
   a. Homepage
   b. Results Page
   c. Plant Pages (e.g. 3 column format for HPWRA plant page and pono plant page)
   d. HPWRA landing page
   e. Inner page (e.g. about, contact, etc)
3. Make sure each page is compatible across major versions of the following platforms:
   a. Blackberry
   b. Safari (Web, ipad and iphone)
   c. Chrome
   d. Firefox
   e. Internet Explorer
   f. IE Mobile
   g. Android

Training and Support:
1. 5 hours of training and tech support for up to 4 staff to maintain site.

In accomplishing the work described above, the contractor is required to provide a monthly report, which includes:
   1. Status of work, as related to the budget and schedule.
   2. Major issues needing attention.
      a. Description of the issue.
      b. Recommended solution.

SECTION 3 – PROPOSAL REQUIREMENTS

3.1 REQUIRED FORMAT
The proposal shall be no more than 3 pages (not including appendices, if any), organized in sections in the following order:

1. Executive Summary (signed by Offeror, see sect. 3.1.1 below, including Federal Excise tax number and billing address)
2. Technical Proposal
3. Price Proposal (if hourly, then an estimate of how long each item would take, and the price)
4. Schedule
5. Qualifications (with work on similar projects in the past 3 years, as described previously)
6. Appendices (if any)

3.1.1 EXECUTIVE SUMMARY

Offeror shall submit a one paragraph Executive Summary outlining the key elements of the proposal. This proposal should be signed by the Offeror. By signing the proposal, you guarantee and certify all items included in the 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 any. Also by signing, you agree, if selected, to deliver goods and services which meet or exceed the specifications.

3.1.2 TECHNICAL PROPOSAL

Offeror shall describe the platforms and method for achieving the work.

3.1.3 PRICE PROPOSAL

3.1.4 SCHEDULE

3.1.5 QUALIFICATIONS

Offeror shall describe the firm’s qualifications, experience and size. In addition, the Offeror shall identify the team it will use to provide the goods/services. Biographical summaries of the key team members shall be included in the proposal, along with a list of similar projects that have been conducted in the past 3 years.
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 5 PM Hawaii Standard Time, March 20, 2014 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 technical merit, price, schedule, qualifications, and any information obtained from contacted references. The total score for each proposal will be on a scale of 0 to 100 points as follows:

<table>
<thead>
<tr>
<th>Category</th>
<th>Maximum Number of Points per Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical merit</td>
<td>40</td>
</tr>
<tr>
<td>Price</td>
<td>20</td>
</tr>
<tr>
<td>Schedule</td>
<td>20</td>
</tr>
<tr>
<td>Qualifications</td>
<td>20</td>
</tr>
<tr>
<td>Total</td>
<td>100</td>
</tr>
</tbody>
</table>

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 to christym@rocketmail.com or fax, (808) 956-4710)

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

Research Corporation of the University of Hawaii
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 RCUH designee, at all stages of the CONTRACTOR’s work, and submit to RCUH or 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.
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.


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 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 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 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.
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 of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by the Byrd Anti- Lobbying Amendment (31 U.S.C.1352). The contractor/subcontractor/vendor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
6. DEBARMENT AND SUSPENSION. In accordance with E.O.s 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 Parities 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.


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 22
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)