

REQUEST FOR PROPOSALS NO. CS2022-1

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

**DESIGNING, FURNISHING, AND INSTALLING FUNCTIONAL WORKSPACES
FOR THE RELOCATION OF RCUH OFFICES FROM THE
UNIVERSITY OF HAWAI'I MANOA INNOVATION CENTER
TO EAST-WEST CENTER BURNS HALL**

Honolulu, HI

July 1, 2022

NOTICE TO OFFERORS

RFP Availability

A copy of the Request for Proposal (RFP) No. CS2022-1, “Designing, Furnishing, and Installing Functional Workspaces for the Relocation of RCUH Offices from the University of Hawai‘i Mānoa Innovation Center to East-West Center Burns Hall” is available on the website: <http://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), July 15, 2022.

Closing Date for Receipt of Proposals

Completed proposals must be submitted via email to rcuh@rcuh.com and received no later than 4:00 PM (Hawaii Standard Time), August 12, 2022. 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 Drive, 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 33 pages.

SECTION 1 – ADMINISTRATIVE OVERVIEW

1.1 INTRODUCTION

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

1.2 SCHEDULE OF KEY DATES

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

Date of Notice (RFP Issued): July 1, 2022
Site Visits: July 5–15, 2022
Closing Date for Receipt of Offeror Questions:..... July 15, 2022, 4:00 PM HST
Closing Date for Posting Responses to Questions: July 22, 2022, 4:00 PM HST
Closing Date for Receipt of Proposals: August 12, 2022, 4:00 PM HST
Proposal Review Period: August 15–26, 2022
Date of Contractor Selection and Award (Tentative): August 29, 2022
Services Start Date (Tentative): September 15, 2022
Preferred Project Completion Date: December 22, 2022

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 to Kaylee Hull at RCUH via email to 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, July 15, 2022. All received questions and responses will be posted by 4:00 PM HST, July 22, 2022 on the RCUH website, <http://www.rcuh.com>.

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

1.5 QUESTIONS BY RCUH TO OFFERORS

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

1.6 CLARIFICATION OF THE RFP

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

1.7 TAX CLEARANCE FOR PROPOSALS

A tax clearance from the Hawaii Department of Taxation and the U.S. Internal Revenue Service is not required for submission of a proposal. However, in accordance with Section 103-53 of the Hawaii Revised Statutes, the selected contractor shall submit 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 Contractors 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 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 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 PM Hawaii Standard Time, on August 12, 2022, 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.

1.16 REFERENCES

The Offeror must disclose all contracts for similar services for 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 should be indicated for each contract listed.

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

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. 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 shall be expended for this project.

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

The Research Corporation of the University of Hawaii (RCUH) is soliciting proposals from offerors who wish to be considered for “Designing, Furnishing, and Installing Functional Workspaces for the Relocation of RCUH Offices from the University of Hawai‘i Mānoa Innovation Center to East-West Center Burns Hall.”

Since January 1993, RCUH has occupied office space at the University of Hawai‘i Mānoa Innovation Center located at 2800 Woodlawn Drive, Honolulu, Hawaii 96822. Presently, the Executive Director, Finance Department, and Corporate Services Department occupy Suites 200, 201, and 284.

In 2022, we plan to relocate 21 staff members to the East-West Center Burns Hall 4th Floor at 1601 East-West Road, Honolulu, Hawaii 96848. This move will consolidate all of our operations at a single site and will require design, furnishing, and installation assistance to “retrofit” office spaces as listed below. (Our Human Resources Department is already located at Burns Hall.) The preferred completion date for this project is December 22, 2022.

Hereinafter, Manoa Innovation Center shall be known as MIC and East-West Center Burns Hall shall be known as Burns.

It is our intent to utilize existing furnishings—under 7 years old—at MIC, where possible, and to purchase new furnishings for Burns as needed. Existing furnishings will need to be dismantled, transported to Burns, and reassembled. New furnishings, if approved by RCUH, will need to be ordered, delivered, and installed.

DESIGN

Drawings are required for the following spaces:

- 9' 8" x 12' 6" office for one-person, door on left
 - Applicable to offices 4028, 4037, 4041, 4047
- 9' 8" x 12' 6" office for one-person, door on right
 - Applicable to office 4045
 - See Attachment D for proposed layout; open to other suggestions
- 9' 8" x 12' 6" office for two-people, door on right
 - Applicable to offices 4022, 4038, 4042, 4070
 - See Attachment E for proposed layout; open to other suggestions
- 9' 8" x 12' 6" office for two-people, door on left
 - Applicable to offices 4023, 4032, 4044, 4071
 - See Attachment F for proposed layout; open to other suggestions
- 19' 6" x 12' office for three-people
 - Applicable to office 4007

- Use existing MIC 201 furnishings if possible (workstations should include min. 6' privacy panels; existing panels are 6' 6")
- 14' x 14' office for three-people
 - Applicable to office 4046
 - See Attachment G for proposed layout; open to other suggestions
 - Workstations should include minimum 6' tall privacy panels
- External buildout, Burns 4008
 - Measurements (approx.): 29' 7" x 8' 9"
 - Install "privacy" panels on hallway side and include a keyed door
 - Configure two (2) workspaces (using existing MIC 201 furnishings if possible)

Measurements are approximate, however, a few offices may be slightly smaller or larger. Offeror must ensure design is ADA-compliant and complies with all applicable federal, state, and local laws, statutes, ordinances, codes, rules or regulations. Ideally, no individual's back should face the door and windows shall remain unblocked. At a minimum, each workspace should include:

- Sufficient desk/work space to accommodate dual monitors, a CPU, phone, work files, and printer
- 1 two-drawer file with lock
- 1 three-drawer file with lock
- 2 overhead bins with lock and light panel
- Tackable panel(s) for easy posting of publications
 - If Offeror determines that electrical panels are most appropriate, Offeror must include quote for licensed electrician as part of installation.

The Offeror must consider, among other things, how each office door opens (i.e., left to right, right to left); useable space when door is fully opened; physical distancing and privacy; ambient and natural light; current placement of electrical outlets, communications jacks, and light switches; and any unusual elements of each room/space. Please specify any electrical work that is required to make the space functional. **The Offeror must clearly identify drawings as proprietary information, if applicable.**

FURNISHINGS AND SITE VISITS

The Offeror must:

1. Determine and identify (list) useable existing MIC furnishings for Burns 4006, 4007, 4008
2. Provide complete and detailed descriptions and estimated delivery for new furnishings. (Chairs not needed, RCUH reserves the right to decline any new purchases.)

Site visits, July 5–15, 2022, may be arranged by contacting Kaylee Hull at (808) 988-8311. It is important for all Offerors to schedule a site visit to conduct inspections of:

- a. Existing furnishings at MIC 200 and MIC 201
- b. Spaces at Burns

The site visits will also provide the Offeror with an opportunity to identify (list) useable existing furnishings at MIC; take measurements and photographs; assess lighting; check placement of outlets, communication jacks, light switches; notate any unusual elements of the room/space.

INSTALLATION

The Offeror must dismantle existing MIC furnishings that can be utilized, transport pieces to Burns, and reassemble. The Offeror must also dismantle and dispose of existing Burns Hall furnishings that are to be replaced.

If any new furnishings are approved for purchase, the Offeror must order, deliver, and install the furnishings.

SECTION 3 – PROPOSAL REQUIREMENTS

3.1 REQUIRED FORMAT

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

1. Qualifications, Experience, and Expertise
2. Design
3. Schedule
4. Price Proposal
5. References

3.1.1 QUALIFICATIONS, EXPERIENCE, AND EXPERTISE

The Offeror shall describe the firm and how it is best qualified to perform the requested work. It should 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.

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

- Name, position, and email address of individual authorized to sign the contract.
- Company name, mailing address (and remittance address, if applicable) 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.

3.1.2 DESIGN

The Offeror shall provide scaled drawings of the workspaces at Burns. These workspaces include:

- 9' 8" x 12' 6" office for one-person, door on left
 - Applicable to offices 4028, 4037, 4041, 4047
- 9' 8" x 12' 6" office for one-person, door on right
 - Applicable to office 4045
 - See Attachment D for proposed layout; open to other suggestions
- 9' 8" x 12' 6" office for two-people, door on right
 - Applicable to offices 4022, 4038, 4042, 4070

- See Attachment E for proposed layout; open to other suggestions
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 - Workstations should include minimum 6' tall privacy panels
- External buildout, Burns 4008
 - Measurements (approx.): 29' 7" x 8' 9"
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Measurements are approximate, however, a few offices may be slightly smaller or larger. Offeror must ensure design is ADA-compliant and complies with all applicable federal, state, and local laws, statutes, ordinances, codes, rules or regulations. Ideally, no individual's back should face the door and windows shall remain unblocked. At a minimum, each workspace should include:

- Sufficient desk/work space to accommodate dual monitors, a CPU, phone, work files, and printer
- 1 two-drawer file with lock
- 1 three-drawer file with lock
- 2 overhead bins with lock and light panel
- Tackable panel(s) for easy posting of publications
 - If Offeror determines that electrical panels are most appropriate, Offeror must include quote for licensed electrician as part of installation

The Offeror must consider among other things, how each office door opens (i.e., left to right, right to left); useable space when door is fully opened; physical distancing and privacy; ambient and natural light; current placement of electrical outlets, communications jacks, and light switches; and any unusual elements of each room/space. Please specify any electrical work that is required to make the space functional. **The Offeror must clearly identify drawings as proprietary information, if applicable.**

In a narrative, the Offeror shall describe the issues considered in designing the spaces and how the resulting designs best utilize space for maximum functionality, including physical distancing and privacy; explain what and how existing furnishings will be incorporated.

3.1.3 SCHEDULE

The Offeror shall propose a detailed schedule for the work required. If a phased-in schedule for deliveries and installation is required, please describe how this will be accomplished. The preferred completion date for this project is December 22, 2022.

3.1.4 PRICE PROPOSAL

RCUH is not a participant in the NASPO contract. Your favorable pricing to state and local government agencies is appreciated. **The proposal shall be priced by:**

- a. Product Quote by Room (Model Number/Description/Quantity/List Price/Discounted Price, if any/Extension)
- b. Design Services
- c. Dismantling and Delivery (Existing Furnishings)
- d. Disposal of Replaced Furnishings
- e. Installation Services
- f. Freight/Delivery (New Furnishings)
- g. Hawaii General Excise Tax
- h. Total

Include estimated arrival date of goods in Honolulu, Hawaii.

The price shall remain valid for 90 days after proposal date.

3.1.5 REFERENCES

The Offeror must disclose all contracts for similar services for the last five (5) years. Please include the following information for each contract:

- a. Name of Firm
- b. Address
- c. Contact Name and Position
- d. Contact Email Address and Telephone Number
- e. Dates of Services

These contracts will serve as potential references to be contacted by the RCUH as part of the evaluation of the Offeror's proposal.

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, August 12, 2022, 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. The 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 qualifications, experience, and expertise; design; schedule; price proposal; 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:

Category	Maximum Number of Points per Category
Qualifications, Experience, Expertise	25
Design	40
Schedule	10
Price Proposal	10
References	15

Total: 100 Points

4.3.1 DETAILED EVALUATION FORMULA FOR CRITERIA

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

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

Design	Maximum Number of Points
Demonstrates clear understanding of project and spaces	10
Incorporates existing furnishings into work spaces	10
Shows completeness and attention to details in drawings	20

Schedule	Maximum Number of Points
Proposes a realistic and detailed schedule of events, including phased-in delivery and installation, if required	10

Price Proposal¹	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 should 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

An award for all goods and services will be made to a single Offeror. 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

[Reserved]

4.6 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 Hawaii Department of Taxation and the U.S. Internal Revenue Service. *See* Section 1.7 of this RFP.
2. Certificate of Insurance. *See* Attachment B of this RFP.

Acceptance of an Agreement for Services with the Research Corporation of the University of Hawaii requires acceptance of Attachment A – General Conditions for Services Agreements, Attachment B – Special Conditions for Services Agreements – Insurance Provisions, and Attachment C – Standards of Conduct Declaration. These attachments are made a part of the Agreement for Services.

Due to the fact that the proposal review and contract award period may be tightly scheduled, it is highly recommended that the Offeror carefully review all the conditions in Section 4.6 and Attachments A, B, and C prior to submitting their proposal. Any objection to conditions, and non-compliance with tax clearance and insurance provisions will delay execution of an Agreement.

Attachment A. 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 B. Special Conditions for Services Agreements

INSURANCE PROVISIONS

Commercial General Liability Insurance – Contractor shall maintain Commercial General Liability insurance acceptable to RCUH in full force and effect throughout the term of this Agreement. The policy or policies of insurance maintained by the Contractor shall provide a minimum Combined Single Limit Coverage (bodily injury and property damage) in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate per policy year. Insurance shall be in force the first day of the term of this Agreement.

Workers' Compensation/Employers' Liability Insurance – Contractor shall maintain workers' compensation insurance for all persons whom they employ in carrying out the work under this Agreement, in amounts sufficient to meet the Hawaii statutory limits and/or the legal requirements in all other jurisdictions where work will be performed. Contractor shall maintain the following minimums for Employers' Liability: (1) Bodily Injury by Accident, \$1,000,000 (each accident); (2) Bodily Injury by Disease, \$1,000,000 (policy limit); and (3) Bodily Injury by Disease, \$1,000,000 (each employee).

Auto Liability Insurance – Contractor shall maintain Auto Liability Insurance covering all owned, non-owned and hired autos with coverage of not less than \$1,000,000 per occurrence for Bodily Injury (per person); not less than \$1,000,000 per occurrence for Bodily Injury (per accident); and not less than \$1,000,000 per occurrence for Property Damage. The required limit of insurance may be provided by a single policy or with a combination of primary and excess policies.

Other

Each insurance policy and certificate of insurance required by this Agreement shall:

- a. Provide that any insurance maintained by RCUH will apply in excess of, and not contribute with, insurance provided by the Contractor's policy.
- b. Name RCUH and the State of Hawaii as additional insureds.
- c. Waive all rights of subrogation in favor of RCUH and the State of Hawaii.

Clauses a and b are waived for workers' compensation.

Contractor shall ensure that all its subcontractors also obtain and comply with all the above insurance requirements and limits, to cover all work performed.

Contractor is required to notify RCUH of any changes to Contractor's insurance policies or any cancellation of insurance at least THIRTY (30) days prior to the change or cancellation.

All insurance described herein shall be primary and cover the insured for all work to be performed under this Agreement, all work performed incidental thereto or directly or indirectly connected therewith.

Contractor agrees to deposit with RCUH, on or before the effective date of this Agreement, certificates of insurance necessary to satisfy RCUH that the insurance provisions of this Agreement have been complied with and to keep such insurance in effect and the certificates therefore on deposit with RCUH during the entire term of this Agreement.

RCUH shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of RCUH, the insurance provisions in this Agreement do not provide adequate protection for RCUH, RCUH may require Contractor to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. RCUH's requirements shall be reasonable but shall be designed to assure protection from and against the kind and extent of the risks which exist at the time a change in insurance is required.

RCUH shall notify Contractor in writing of changes in the insurance requirements; and if Contractor does not deposit copies of acceptable insurance policies with RCUH incorporating such changes within TEN (10) days of receipt of such notice, this Agreement shall be in default without further notice to Contractor and RCUH shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement. Notwithstanding said policy or policies of insurance, Contractor shall be obligated for the full and total amount of any damage, injury, or loss arising from its acts or omissions with respect to this Agreement.

Attachment C. 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)

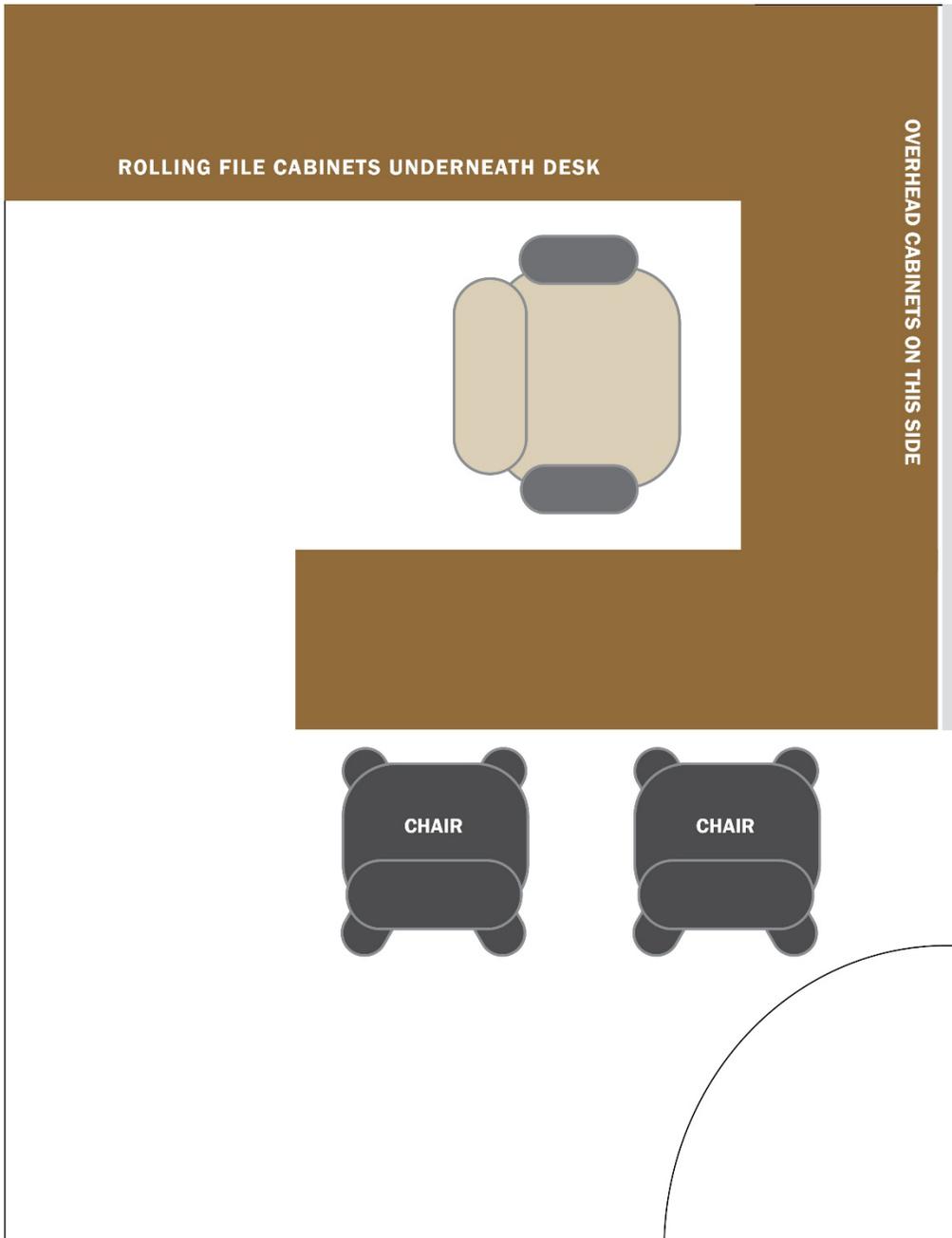
Date

* 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)).

ATTACHMENT D

OFFICE 4045

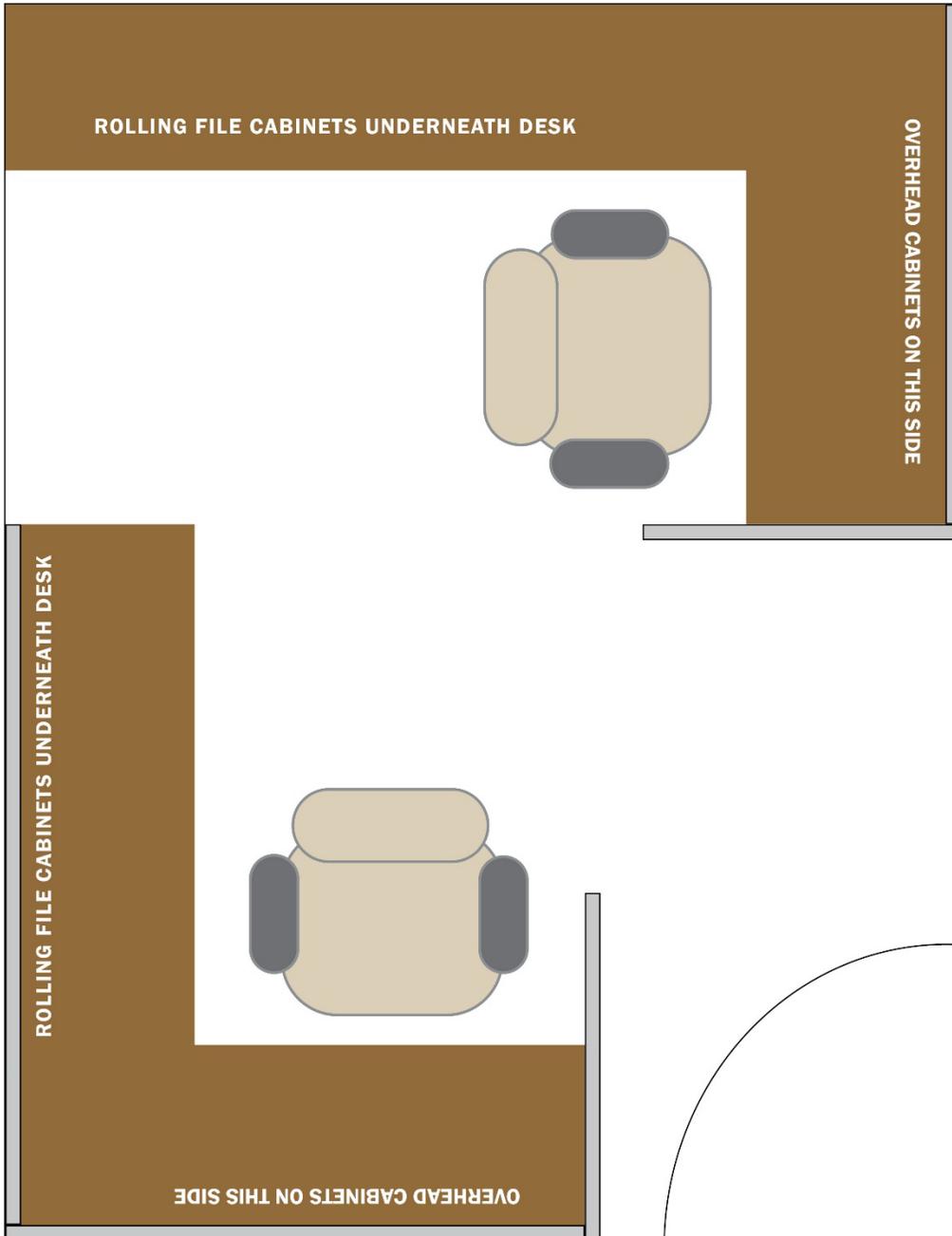
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ATTACHMENT E

OFFICES 4022, 4038, 4042, 4070

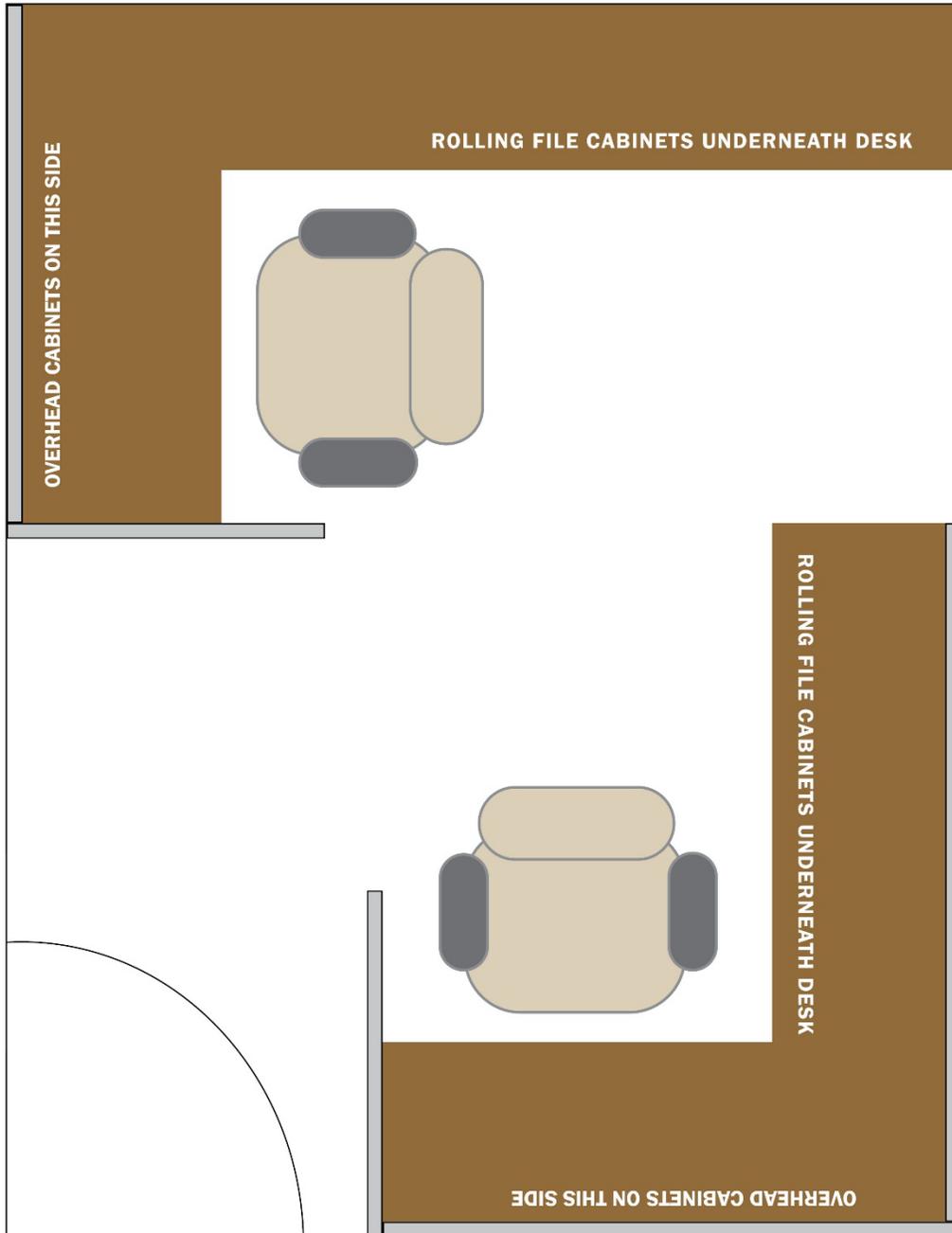
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ATTACHMENT F

OFFICES 4023, 4032, 4044, 4071

WINDOW



ATTACHMENT G

OFFICE 4046

