

REQUEST FOR PROPOSALS

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

**V2X-Enabled Interconnected Traffic Control System Innovations on the
Nimitz Highway and Ala Moana Boulevard Arterial**

for the

**College of Engineering
University of Hawaii
Honolulu, HI**

October 10, 2019

NOTICE TO OFFERORS

RFP Availability

A copy of the Request for Proposal (RFP) 191109, V2X-Enabled Interconnected Traffic Control System Innovations on the Nimitz Highway and Ala Moana Boulevard Arterial is available on the website: <https://www.eng.hawaii.edu/>.

Questions About the RFP

All questions about the RFP must be directed to Dr. David Ma at tianwei@hawaii.edu. Closing Date for Receipt of Offeror Questions is 4:00 PM (Hawaii Standard Time), October 17, 2019.

Closing Date for Receipt of Proposals

Completed proposals must be received no later than 4:00 PM (Hawaii Standard Time), October 31, 2019, at the address listed in Section 1.10 of this RFP. 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 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 34 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 College of Engineering (COE) 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):..... October 10, 2019
Closing Date for Receipt of Offeror Questions: October 17, 2019; 4:00 pm HST
Closing Date for Posting Responses to Questions: October 18, 2019; 4:00 pm HST
Closing Date for Receipt of Proposals: October 31, 2019; 4:00 pm HST
Proposal Review Period: November 1 -- 5, 2019
Date of Contractor Selection and Award: November 12, 2019
Services Start Date (Tentative):..... November 13, 2019

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.eng.hawaii.edu/>. **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 Dr. David Ma using the address, tianwei@hawaii.edu. Questions regarding proposal requirements, contents, and details will receive a response only for those questions received by 4:00 PM, HST on October 17, 2019. All received questions and responses will be posted by October 18, 2019 on the COE website, <https://www.eng.hawaii.edu/>.

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 may submit proposals by mail or email. Email submittals are strongly preferred. Note that the maximum allowable file size for email attachments is 10 MB, so an Offeror may need to send its complete proposal in multiple parts. If submitting by mail, please include the original and six (6) copies. It is the responsibility of the Offeror to confirm that the RCUH has received its proposal prior to the Closing Date for Receipt of Proposals. Proposals may be modified by an Offeror prior to the Closing Date for Receipt of Proposals.

Address, if submitting by mail:

Attn: David Ma
College of Engineering
University of Hawaii
2540 Dole Street, Holmes Hall 240
Honolulu, HI 96822

Address, if submitting by email:

tianwei@hawaii.edu

1.11 CERTIFICATION OF PROPOSAL

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

1.12 PROPOSAL WITHDRAWAL

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

1.13 RFP SUBMITTALS BECOME THE PROPERTY OF RCUH

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

be returned at the sole discretion of the RCUH.

1.14 OPENING OF PROPOSALS

Proposals will be opened after 4:00 P.M. Hawaii Standard Time, on October 31, 2019, or as amended at the office to which the proposals are submitted. The proposal opening will not be open to the public. Proposals will not be subject to public inspection until after an Agreement for Services is signed by all parties, but in no case will proprietary information or proprietary material designated as such and submitted by an Offeror as part of an Offeror's proposal, be available for public inspection.

1.15 DISQUALIFICATION OF PROPOSALS

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

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

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

1.16 REFERENCES

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

The RCUH reserves the right to contact the references named in the Offeror's proposal and any other references provided by the Offeror during the past three (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 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, on behalf of COE. The Procurement Officer responsible for overseeing the RFP process and Agreement for Services is Dr. David Ma.

SECTION 2 – STATEMENT OF WORK

2.1 PROBLEMS DESCRIPTION

Advances in wireless-driven vehicular communications have greatly facilitated emerging cooperative intelligent transportation control system operations, and enabled many smart traffic control and management applications to improve traffic safety performance and operation efficiency along arterials. Vehicle-to-Everything (V2X) communications allow vehicles to communicate with other vehicles (Vehicle-to-Vehicle, V2V), infrastructure (Vehicle-to-Infrastructure, V2I), pedestrians/bicyclists/devices (Vehicle-to-Device, V2D), and internet through cellular signal networks or Dedicated Short Range Communication (DSRC) technologies. The information exchanges supported by V2X communication systems can effectively balance traffic demand distribution among traffic networks and facilitate traffic flow progression. In order to maximize major arterial management efficiency and enhance travelers' safety and mobility performance, Hawaii Department of Transportation (HDOT) and University of Hawaii College of Engineering jointly solicit high-quality proposals to deploy and evaluate an innovative traffic control system enabled by cutting-edge V2X technologies and control optimization strategies to enhance traffic safety and mobility performance along one major arterial, the Nimitz Highway and Ala Moana Boulevard segments, in Honolulu. This arterial is about 5.25 miles long, runs predominantly north and south and includes 36 traffic signals as shown in Figure 1.

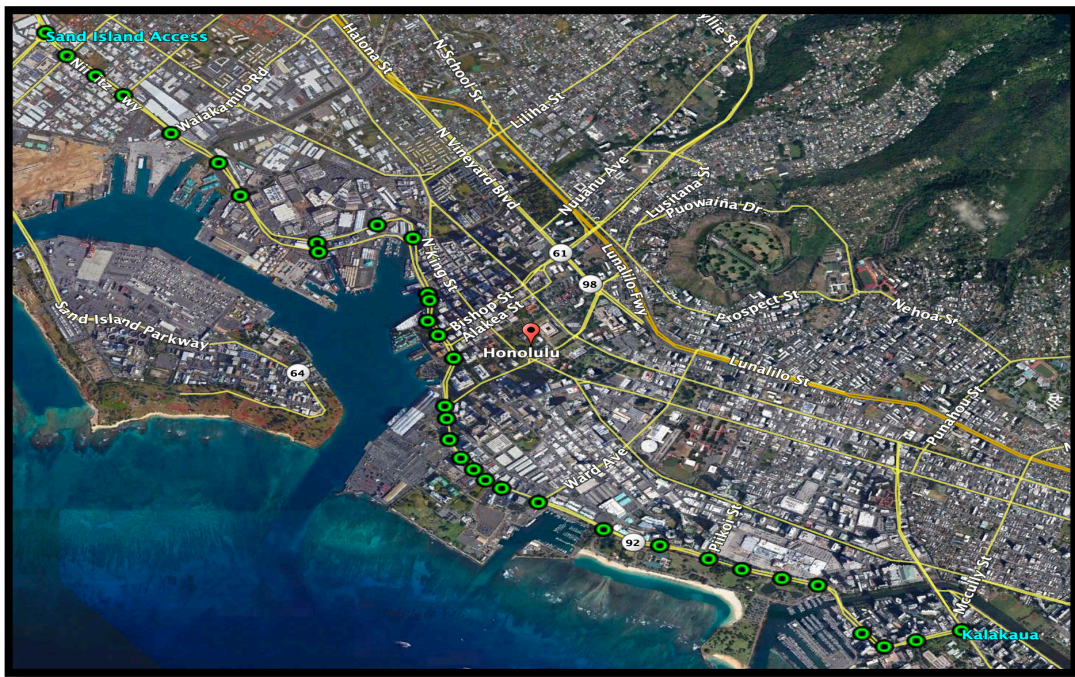


Figure 1 Arterial Overview with 36 Signalized Intersections

2.2 IMPORTANCE

Arterial-wide traffic signal control coordination and optimization can be implemented through adaptive control systems to improve arterial control performance in terms of integrated control delays and vehicle stops. Geocoded congestion information can be widely broadcasted using V2X communication networks, therefore, traveler can adaptively prepare and change their route and operation status. Great benefits are expected from this innovative traffic signal control system in terms of traffic safety performance, traffic operation efficiency, fuel consumption level, and environmental impact.

2.3 URGENCY

The sooner the proposed innovative signal control system is deployed, the sooner arterial-wide traffic safety and mobility performance will be improved. For example, travelers can receive the real-time or near-real time traffic operation information to assist their trip planning, fuel consumption reduction, and safety performance enhancement. Travel time and control delay can be reduced for regular commuters, and quality of service for transit vehicles can be improved to enhance their efficient utilization to further reduce vehicle trips and mitigate congestion along arterials.

2.4 OBJECTIVES

- Update and install an innovative control system along the Nimitz Highway and Ala Moana Boulevard with the latest integrated traffic control and management technologies to improve traffic safety and mobility performance for all the travel modes
- Enable traffic control coordination and optimization as well as control performance measurement along the arterial.
- Deploy V2X communications and emerging geolocation-based ATIS applications to connect pedestrians, cyclists, and other vulnerable roadway users to improve awareness and safety at intersections.
- Investigate and evaluate potential transportation improvements and benefits from a multi-faceted and well-integrated traffic management system.
- Satisfy the FHWA's SPaT challenge in the State of Hawaii.

2.5 EXPECTED FUNCTIONAL MODULES

The arterial control system is expected to include the following functional modules:

- Adaptive signal control for traffic control coordination and optimization
- CCTV-based video detection
- Incident management
- Connected vehicle infrastructure deployment
- Transit Signal Priority (TSP) and preemption
- Signal control performance measurement

- V2X communication and customized connected vehicle applications
- Real-time advanced traveler information system
- Control performance and traffic data visualization
- Cybersecurity

2.6 MAJOR TASKS AND DELIVERABLES

- Install and upgrade all the Advanced Transportation Controllers (ATCs) at up to 36 intersections and the overall arterial control system should handle peak-hour traffic at Levels of Service (LOS) D or better (This LOS performance target should not result in degradation of performance on adjacent coordinated intersections managed by the existing control system) completed by 3/31/2020
- Install and upgrade the video image processor-based traffic detection system as needed at up to 36 intersections and the video calibration and validation should be completed by 3/31/2020
- Arterial control system calibration and coordination completed by 6/30/2020
- Initial field testing and control performance evaluation in terms of control delays, arterial travel time, overall numbers of stops, and green waves (the Purdue Coordination Diagram should be used a performance evaluation outputs) completed by 12/31/2020
- Initial V2X application including vehicle-to-vehicle/infrastructure/pedestrian/bicyclist communication modules (for example, using AI (Applied Information <https://appinfoinc.com/>) system) to connect intersection signal status and monitoring system with travelers to disseminate real-time vehicle arrivals, traffic signal information, pedestrian crossing needs, etc., to facilitate traffic flow progression, non-motorist movement, and control coordination deployment and testing completed by 9/30/2020
- Field testing and control performance evaluation completed periodically (every six months or more frequently) in the following three years to re-calibrate, analyze, optimize traffic control performance and seamlessly integrated with TSP system, incident management system, and V2X user application modules by considering the changes in terms of driver behavior, travel demand, corridor management, and infrastructure network adaptability
- V2X application testing and parameter calibration completed periodically (every six months or more frequently) in the following three years
- Arterial control system calibration, performance assessments, re-calibration, and re-assessments completed periodically (every six months or more frequently) from 2020 to 2023
- Functional module evaluation and integration including management, cooperative CV deployment, adaptive control coordination, etc., completed periodically (every six months or more frequently) from 2020 to 2023
- Control system safety performance quantified by number of different types of crashes/VMT or vehicle volumes along the arterial and operation efficiency quantified by

control delays per intersection and overall travel time through the arterial evaluation completed periodically (every six months or more frequently) from 2020 to 2023

- Technical report to summarize project activities and achievements
- Provide full maintenance support including changeout of upgraded equipment and respond to system failures and damages within a minimum timeframe (less than 2 hours) for the duration of the project.

2.7 OTHER INFORMATION

There are expected to be many dependencies, constraints and other issues that will challenge the schedule to deliver the products in this scope within the first 120-day period (which includes the critical holiday period). A work breakdown structure (WBS) schedule is required for each task. The WBS should clearly detail the resources, roles and responsibility for each task. The 36 intersections along the Ala Moana/Nimitz highway section are currently coordinated with several adjacent intersecting corridors. In this project, the new signal management system is required to maintain coordination with those intersections and the existing QuicNet system. The new control system should be integrated with the existing system along the arterial. New training activities should be provided for HDOT and City traffic engineers to operate and maintain the new signal control system in the proposal as well. The concept of Systems Engineering Concepts of Operations (ConOps) should be considered in this project and clarified in the proposal.

Available Funding: \$4,500,000; **Duration:** 48 months.

SECTION 3 – PROPOSAL REQUIREMENTS

3.1 PROPOSAL ORGANIZATION

Submitted proposals should be a well-organized document that describes the problem and objectives, provides a detailed work plan for achieving the objectives, and explains how the project tasks and deliverables can be accomplished. Proposals should concisely demonstrate the proposers' ability to satisfy the requirements of the RFP. Proposals must include all listed sections in the order specified in the instructions. Proposals that do not comply with these instructions jeopardize selection and risk disqualification. Proposals are limited to 35 pages in length.

3.1.1 COVER PAGE

Cover Page should include the proposal title, proposers' name, address, phone number, and e-mail address, and proposal date.

3.1.2 EXECUTIVE SUMMARY

Executive Summary should outline the key elements of the proposal within one page.

3.1.3 TABLE OF CONTENTS

Table of Contents should be on a separate page and list the proposal's sections and page numbers.

3.1.4 PROBLEM STATEMENT

Problem Statement should clearly express the proposers' understanding of the problem presented in the RFP and highlight the proposers' own insights regarding the nature and significance of the problem.

3.1.5 OBJECTIVES

Objectives should include all the project objectives as stated in Section 2.4 and describe how each objective will be accomplished during the project. Any deviations from the objectives listed in the RFP must be explained and justified.

3.1.6 PROJECT PLANS AND TASKS

Project Plans and Tasks should describe how the technical objectives will be achieved through a innovative research plan and what tasks are proposed to ensure arterial control system operate successfully. It should include the sufficient details to clarify each task will be performed to achieve the functional modules listed in the RFP, and how it will contribute to accomplishing the objectives. Any deviations from the tasks listed in the RFP must be explained and justified.

3.1.7 PRODUCTS

Products should list all the products from this project including hardware equipment, software applications, signal control infrastructure, video detection systems, V2X communication applications, technical memoranda and manuals, training materials, technical reports, etc. Reports, technical memoranda and summaries, and manuals must be provided in Microsoft® Word and Adobe Portable Document Format.

3.1.8 CONTROL SYSTEM PERFORMANCE TESTING AND BENEFITS

Control System Performance Testing and Benefits should identify the arterial control system performance measurement and potential benefits expected from this project such as, improved safety, improved operation efficiency, reduced travel time, direct and indirect cost savings, etc. Before and after data collection are required by the Offeror for the comparison purposes.

3.1.9 TIME SCHEDULE

Time Schedule should provide a detail table or graphical representation illustrating the scheduling of the major tasks. Clearly show the period allocated to each task. A work breakdown structure (WBS) schedule should be required for each task. The WBS should clearly detail the resources, roles and responsibility for each task.

3.1.10 STAFFING AND FACILITIES

Staffing and Facilities should include pertinent background information for principal investigators and other key team members. Proposers should clarify the role of each member of the project team and explain how professional qualifications and experience relate to the project. It should summarize past accomplishments in the same or closely related problem areas. A table should be provided to list the names of principal investigators and other key professionals and show the number of person-hours (not percentages of time) that will be devoted to each task by research team members. The staff working on this project for the contractor be appropriately licensed/certified. The facilities available to accomplish the research should be clarified.

3.1.11 QUALITY MANAGEMENT PLAN

Quality Management Plan should be provided to detail how the project activities will be managed to ensure the quality of work and deliverables. Management responsibilities of research team members should be identified to prevent, recognize, and resolve quality problems. It should clarify applicable standards for signal control system installation, development, calibration, testing, and analysis, and how compliance will be established and maintained throughout the project.

3.1.12 DATA MANAGEMENT PLAN

Data Management Plan should be provided to ensure the integrity and accessibility of data that will be generated during the project. It should be no more than two pages and describe expected data types and how they will be generated; standards to be used for collection; data format and metadata standards; data storage and preservation during and after the project; strategies, tools, and contingency plans to avoid data loss or degradation, data sharing policies, mechanisms, and restrictions, etc. As a condition for acceptance of the final report, all data must be either delivered to HDOT and UH or deposited in a secure and permanently accessible repository acceptable to HDOT and UH.

3.1.13 BUDGET

Budget should show the estimated cost for the entire project by fiscal year as illustrated in the attached budget form (Attachment E). It should include line items for major cost categories in the table and explain them in accompanying narrative as budget justification. The budgeted total may not exceed \$4,500,000 and additional funding or cost extensions should not be anticipated.

3.2 APPENDICES

The following appendices should be provided with the technical descriptions of the proposal.

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

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

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

Appendix A

PROPOSAL LETTER TO THE RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII

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

It is understood that this proposal constitutes an offer.

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

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

Respectfully submitted,

Authorized Signature

Date

Printed Name

Title

Email Address

Telephone

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

Federal EIN

Remittance Address

City, State, Zip Code

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

Appendix B

OFFEROR PROFILE

(All items must be provided to be considered)

Company Name _____ **Type of Company** _____

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

_____ **Phone Number** _____

Email _____ **Federal ID #** _____

Company Start Date _____ **State ID #** _____

Project Manager / Principal Contact (Attach Bio) _____

Assigned Employees (Attach Bios) _____

(Attach Additional Listings)

Signature _____ **Date** _____

Position/Title _____

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

Appendix C

REFERENCES

Name of Firm _____

Address _____

Contact Name _____ Position _____

Telephone Number _____ Email Address _____

Dates of Services _____

Description of Services Provided:

SECTION 4 – EVALUATION OF PROPOSALS AND BASIS FOR AWARD

4.1 EVALUATION OF OFFEROR PROPOSALS

All responsive proposals received by the Closing Date for Receipt of Proposals of 4:00 PM Hawaii Standard Time, October 31, 2019, will be evaluated and scored.

4.2 EVALUATION COMMITTEE

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

4.3 CRITERIA FOR PROPOSAL EVALUATION AND SCORING METHOD

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

<u>Category</u>	<u>Maximum Number of Points per Category</u>
Technical merit	30
Quality of functional modules\products	20
Task completion and timeliness	20
Qualifications and expertise	15
Budget	15
Total	100

4.3.1 DETAILED EVALUATION FORMULA FOR PROPOSED TECHNICAL APPROACH

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

Technical Merit	Maximum Number of Points
Understanding of scope of work and specifications	10
Details and feasibility of technical approaches and work plans	10
Demonstrated ability to meet schedule requirements	10

Quality of Functional Modules\Products	Maximum Number of Points
Evidence of understanding of the functional modules and products	10
Quality of work plan to deliver each module/product	10

Task Completion and Timeliness	Maximum Number of Points
Thoroughness and comprehensiveness of the proposed tasks	10
Time schedule to complete each task	10

Qualifications and Expertise	Maximum Number of Points
Expertise of staff	5
Direct experience in project type	5
**Performance evaluation based on the references	5

Budget	Maximum
<p>A pricing formula shall be used to allot points based on the Offeror's price and the price of the lowest bidder.</p> <p>Calculation: Max number of points awarded to the lowest priced bidder. The points allocated to the higher priced bidders were calculated using the lowest bidder's price multiplied by the maximum points available for price, divided by the higher proposal price.</p> <p>Example: Max points for cost = 15 Offer A's total cost \$50,000 (Lowest Cost) Awarded 15 points</p> <p>Offer B's total cost \$60,000 (Higher Cost) Awarded 12.5 points ($\\$50,000 \times 15 \text{ pts} / \\$60,000$)</p>	15

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

4.4 BASIS FOR SELECTION AND AWARD OF AN AGREEMENT FOR SERVICES

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

4.5 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. 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. Reserved.

Attachment B. General Conditions for Services Agreements

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

3. Personnel Requirements.
 - a. CONTRACTOR shall secure, at CONTRACTOR's own expense, all personnel required to perform the services required by this Agreement.
 - b. CONTRACTOR shall ensure that CONTRACTOR's employees and agents are experienced and fully qualified to engage in the activities and services required under this Agreement, and that all applicable licensing and operating requirements imposed or required under federal, state and county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents, are complied with and satisfied.
4. Nondiscrimination. No person performing work under this Agreement, including any subcontractor, employee or agent of CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state or county law.
5. Subcontracts and Assignments. CONTRACTOR shall not assign or subcontract any of CONTRACTOR's duties, obligations, or interests under this Agreement without the prior written consent of RCUH. Additionally, no assignment by CONTRACTOR of CONTRACTOR's right to compensation under this Agreement shall be effective unless and until the assignment is approved in writing by RCUH, and a tax clearance is submitted by the assignee. RCUH must also approve, in writing, all other assignment or subcontract agreements entered into by CONTRACTOR's assignees and subcontractors, prior to execution.
6. Conflict of Interest. CONTRACTOR represents that neither CONTRACTOR, nor any employee or agent of CONTRACTOR, presently has any interest (and promises that no such interest, direct or indirect, shall be acquired), which would or might conflict in any manner or degree with the performance of CONTRACTOR's services under this Agreement.
7. Modifications of Agreement. Any modification, alteration, amendment, change, or extension to any term, provision, or condition of this Agreement shall be made only by written amendment to this Agreement, signed by CONTRACTOR and RCUH. No modification, alteration, amendment, change or extension to any term, provision, or condition of this Agreement, signed by any persons, including the University of Hawaii, 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, and having been given reasonable notice of and opportunity to cure such default, fails to take satisfactory corrective action within the time

specified by RCUH, RCUH shall have the right to terminate this Agreement in whole or in part, by giving written notice to CONTRACTOR of such termination at least seven (7) calendar days before the effective date of such termination. 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 University of Hawaii, 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.** The University of Hawaii 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 the University of Hawaii 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 the University of Hawaii 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.** The University of Hawaii 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 the University of Hawaii any and all copyrights in and to the material. If determined by RCUH to be necessary, CONTRACTOR and RCUH shall execute any and all documents necessary to establish the University of Hawaii as the owner of the material, without the need for any additional consideration.
16. **Publicity.** CONTRACTOR shall not refer to RCUH, the University of Hawaii, 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.** The validity of this Agreement and any of its terms and/or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Agreement shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.
20. **Notices.** Any written notice required to be given by a party to this Agreement shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid, to RCUH at its address, and to CONTRACTOR at its address, as indicated in this Agreement. A notice shall be deemed to have been received by the recipient three (3) days after mailing or at the time of actual receipt, whichever is earlier.
21. **Severability.** In the event that any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Agreement, provided that the remaining terms and conditions of this Agreement remain legal and enforceable.

22. Waiver. The failure of RCUH to insist upon strict compliance with any term, provision or condition of this Agreement shall not constitute or be deemed to constitute a waiver or relinquishment of RCUH's right to enforce the same in accordance with this Agreement.
23. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.
24. Federal Provisions. If federal funds are expended under this Agreement, CONTRACTOR shall comply with the applicable provisions of Attachment C.

Attachment C. Special Conditions for Services Agreements

FEDERAL PROVISIONS

Federal funds (under a federal grant) are being expended under this Agreement, and CONTRACTOR shall comply with the applicable provisions of RCUH [Attachment 32a](#).

The aforementioned federal provisions can be found at: <https://www.rcuh.com/document-library/2-000/>.

**TERMS AND CONDITIONS
APPLICABLE TO CONTRACTS AND PURCHASE ORDERS (UNDER FEDERAL GRANTS)**

1. **ANTI-KICKBACK ACT (40 U.S.C. 3145).** For construction or repair projects in excess of \$2,000, the contractor/subcontractor/vendor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), 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, AS AMENDED (40 U.S.C. 3141-3148).** For construction projects in excess of \$2,000, the contractor/subcontractor/vendor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148), as supplemented by Department of labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
3. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708).** For all projects in excess of \$100,000 that involve the employment of mechanics or laborers, the contractor/subcontractor/vendor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
4. **RIGHTS TO INVENTIONS.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a), and the contractor/subcontractor enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement", the contractor/subcontractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and implementing regulations issued by the awarding agency.
5. **ANTI-LOBBYING (31 U.S.C. 1352).** If this purchase is more than \$100,000, the contractor/subcontractor/vendor must certify that it will not or has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee or any agency, a member of Congress, officer or employee 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 Executive Orders (EO) 12549 and 12689, "Debarment and Suspension," a purchase of more than \$25,000 must not be made from a contractor/subcontractor/vendor that is debarred, suspended, or proposed for debarment. For purchases of more than \$25,000, 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 System for Award management (SAM) at <https://www.sam.gov/portal/SAM/#1>. 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 subsequent 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.
7. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
8. **CLEAN AIR ACT (42 U.S.C. 7401-7671q) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
9. **RIGHT TO AUDIT.** For all negotiated purchases of more than \$150,000, 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 contractor/subcontractor/vendor involving transactions related to this purchase.
10. **TRAFFICKING IN PERSONS.** For subawards (pursuant to 22 U.S.C. 7104(g)), the subrecipient shall comply with the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104), as implemented by 2 CFR 175.
11. **TERMINATION FOR CAUSE (VIOLATION/BREACH) OR CONVENIENCE OF RCUH.** All purchases in excess of \$10,000 must be subject to one of the following: (1) If RCUH Attachment 31 (General Terms and Conditions Applicable to All Purchase Orders) applies to the purchase, clause 18 of Attachment 31 shall control; (2) if RCUH Attachment 31 does not apply to the purchase, a termination clause (agreed to by RCUH) indicating RCUH's ability to terminate for cause and convenience should be included as part of the purchase. Any purchase terminated for cause shall not relieve the contractor/subcontractor/vendor of its liability to RCUH for any breach or violation by the contractor/subcontractor/vendor.
12. **PROCUREMENT OF RECOVERED MATERIALS (2 CFR § 200.322).** All contractors/subcontractors/vendors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. All purchases of items designated in 40 CFR Part 247, which are in excess of \$10,000, must contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Revised 08/30/2017

Attachment D. Standards of Conduct Declaration

For purposes of this declaration:

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

“Employee” means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the Constitutional Convention, but excluding legislators, delegates to the constitutional convention, justices and judges. “Employee” includes RCUH and UH 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) a UH employee. Under 2 C.F.R. § 200.459 Professional service costs, a UH employee cannot be hired as an independent contractor on a project funded by a federal agency.
3. CONTRACTOR has not been represented or assisted personally on matters related to this Agreement by an individual who has been an employee of RCUH or UH 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 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 RCUH or UH employee, and participated while a legislator or RCUH or UH employee on matters related to this Agreement. (HRS §§ 84-18(b) and (c)).

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.

Date: , 20 .

CONTRACTOR

By

Its

(Title)

* Reminder to the Project: If the "(is)" in No. 1, above, is selected, and 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 E. Budget Form

See Attached Excel File.