

REQUEST FOR PROPOSALS

**The Research Corporation of the University of Hawai'i
requests proposals for the**

XLR8UH Program

for the

**Office of the Vice President for Research and Innovation
University of Hawaii Honolulu, HI**

March 9, 2017

NOTICE TO OFFERORS

RFP Availability

A copy of the Request for Proposal (RFP) XLR8UH is available on the website: www.hawaii.edu/research .

Questions About the RFP

All questions about the RFP must be directed to Tracie Nakagawa at ovprifa@hawaii.edu. Closing Date for Receipt of Offeror Questions is 4:00 PM (Hawaii Standard Time), March 29, 2017.

Closing Date for Receipt of Proposals

Completed proposals must be received no later than 4:00 PM (Hawaii Standard Time), April 19, 2017, at the address listed in Section 1.10 of this RFP. Finalists may be required to give an oral presentation, tentatively scheduled for April 20-21, 2017. Mailed submissions will be accepted, it is the Offeror's responsibility to ensure confirmation of proposal receipt prior to the Closing Date for Receipt of Proposals. Proposals received after the time and date fixed for submittal will not be considered.

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

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

Posted: March 9, 2017

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This RFP contains 41 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 the Office of the Vice President for Research and Innovation to solicit proposals from Offerors who wish to be considered. The contract will be issued and administered as an Agreement for Services with the RCUH.

1.2 SCHEDULE OF KEY DATES

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

Date of Notice (RFP Issued): March 9, 2017
Closing Date for Receipt of Offeror's Attachment A
(Notice of Intent to Submit a Proposal): March 17, 2017; 4:00pm
Closing Date for Receipt of Offeror Questions: March 29, 2017; 4:00 pm
Closing Date for Posting Responses to Questions:.... April 5, 2017
Closing Date for Receipt of Proposals: April 19, 2017; 4:00 pm
Proposal Review Period:..... April 20 - 26, 2017
Date of Contractor Selection and Award: May 5, 2017
Services Start Date (Tentative): May 15, 2017

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://hawaii.edu/research> . **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 Tracie Nakagawa, ovprifa@hawaii.edu. Questions regarding proposal requirements, contents, and details will receive a response only for those questions received by 4:00 PM, HST March 29, 2017. All received questions and responses will be posted by April 5, 2017 on the following website, <http://www.hawaii.edu/research> .

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> 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, please include the original and FIVE (5) copies or electronically by PDF (one document). 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:

Office of the Vice President for Research and Innovation
University of Hawai'i
2425 Campus Road, Sinclair 10
Honolulu, Hawai'i 96822

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 9:00 A.M. Hawaii Standard Time, on April 20, 2017, 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 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.

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 TERM OF CONTRACT

The initial term of the contract shall be for a period on ONE (1) year commencing on the date designated in the Agreement and the fees and costs shall remain firm for the initial term of the Agreement. Thereafter, the Agreement may be renewed from year to year for TWO (2) additional years (total of THREE (3) years) upon mutual agreement of the parties in writing.

1.24 PROCUREMENT OFFICER

This RFP is issued by the Research Corporation of the University of Hawaii, on behalf of Office of the Vice President for Research and Innovation. The Procurement Officer responsible for overseeing the RFP process and Agreement for Services is Tracie Nakagawa.

SECTION 2 – STATEMENT OF WORK

2.1 OVERVIEW OF THE UNIVERSITY OF HAWAII

The University of Hawai'i (hereinafter referred to as the University), one of the largest employers in the State of Hawai'i, touches the lives of thousands of Hawai'i residents and is increasingly the alma mater of individuals worldwide. The 10-campus University of Hawai'i system is a vital public institution of strong international reputation with unparalleled learning, student experiences, and research activities. The University provides a comprehensive range of educational offerings from vocational training through doctoral programs for an average enrollment of 53,500 students and attracts more than \$400 million per annum in externally funded research and training contracts and grants.

Founded in 1907, the University of Hawai'i system is currently composed of three university campuses; seven community college campuses; three University Centers, and other research extension and educational facilities distributed across six islands throughout the 50th state. In addition to the major research campus, the University of Hawai'i at Mānoa, the University system includes the University of Hawai'i at Hilo on the island of Hawai'i, and the smaller University of Hawai'i – West O'ahu on the leeward side of the Island of O'ahu. The University of Hawai'i Community College system has four campuses on the Island of O'ahu and one each on the islands of Maui, Kauai, and Hawai'i, making liberal arts and vocational college classes accessible and affordable, easing the transition from high school to college for many students. The education centers are located in the more remote areas of the state and support the rural communities via distance education.

2.2 BACKGROUND INFORMATION

The Research Corporation of the University of Hawaii seeks the assistance of one or more external entities with expertise in developing, managing, and identifying potential opportunities for proof of concept investments in emerging technological innovations through the University's program, XLR8UH. XLR8UH is part of a University of Hawai'i initiative to grow UH into a \$1 billion research enterprise in partnership with various community supporters and business groups.

2.3 STATEMENT OF WORK/SERVICES TO BE PROVIDED

In the capacity as a consultant, Contractor shall make its best effort to assist the University in developing, managing, and identifying potential opportunities for proof of concept investments in emerging technological innovations through the University's program, XLR8UH.

The Contractor shall support all aspects of the research commercialization process,

including but not limited to supporting technology demonstration and business model development and providing early-stage access to capital as well as other resources to help innovators bring their ideas to the marketplace.

Current Structure of the program:

The XLR8UH program solicits cohorts to apply for funding to further their proof-of-concept. The cohort must have one core member with a University of Hawai'i affiliation (student, alumni, faculty, staff, or researcher). Proof-of-concept is defined as: (1) prototype development; (2) customer proof; or (3) market proof.

The XLR8UH program offers weekly classes and workshops to cohorts that applied for and are accepted into the program. XLR8UH provides office space and weekly advising to develop the business and product or service of the cohort.

- Phase I cohorts
 - Business stages: idea, business planning, prototyping
 - Eligible to receive up to \$25,000 in funding during the program. The funds are deployed depending upon a standardized metrics and milestones.
- Phase II cohorts
 - Business stages: Prototype completed, beta testing, live customers
 - Eligible to receive up to \$50,000 in funding during the program.
- Both Phase I and II cohorts are eligible for up to \$100,000 in follow up funding.
 - Raise \$200,000 up to \$50,000 in follow up funding
 - Raise \$300,000 up to \$100,000 in follow up funding
- Six(6) % of equity is provided from the cohorts to XLR8UH.

The Contractor's primary goals of the efforts shall be to:

- Continue the XLR8UH Program
 - Review and make changes to the current structure of the program
 - Have office space for cohort usage
 - Have the ability to hold and manage equity (equity is shared between the Contractor and the University)
 - Conduct one (1) cohort solicitation per year (with two phases/business stages)
- Advance the Commercial Potential of Discoveries
 - Facilitate the incubation of technologies to develop outcomes to support the monetization of activities that will advance the commercialization potential of Developments
 - Work with investigators, inventors, and technology transfer staff to help develop an initial analysis of opportunities presented by a given

Development underlying high-potential pending invention disclosures. Such analysis would typically include:

- Indications of scientific and technical efficacy;
- An understanding of market potential; and
- A high-level overview of resource requirements necessary to move the Development toward investment and the market.

- Develop Investment Potential and Capacity
 - Work with potential investors and strategic partners to connect validation and proof of concept activities in Developments with identifiable next-level potential resources.
 - Network to promote co-investment and follow-on funding opportunities to the investment community and to provide market feedback from the investment community to the commercialization process.
- Investment Advisory Committee
 - Assemble an Investment Advisory Committee of finance, technology, scientific, startup and business experts, or similar relevant experts, to review and advise regarding Developments selected as candidates for investment as a part of the Program.
 - The Investment Advisory Committee will:
 - Advise the Contractor on issues relating to conflicts of interest;
 - Render such other advice and counsel as is requested by the Contractor in connection with the investments and other matters.
 - Review all valuations made by Contractor, provided, however, that the Contractor will retain ultimate responsibility for making all investment decisions.
 - Contractor shall reimburse each member of the Investment Advisory Committee for his/her reasonable out-of-pocket expenses (which will follow RCUH/UH policies) in connection with his/her activities on the committee.
- Additional Roles
 - Provide educational and outreach programs to the University of Hawai'i to increase participation in commercialization activities.
 - The Contractor may also facilitate and foster the exchange of ideas between university innovators and industry in order to develop industry contacts that link technologies and researchers to external networks.
- Development of the program
 - It is the intention of the XLR8UH program to operate as an “evergreen” fund, where the returns generated by successful investments will be returned into the investment pool for re-investment into future Developments. The Contractor will work with the investors and the Investment Advisory Committee to develop and implement a distribution and re-investment infrastructure.

- The Contractor will implement and provide industry-standard incentive compensation and participation rights and/or carried interests in the investment proceeds. Compensation and participation rights and/or carried interests shall be determined jointly by the Advisory Committee and the Contractor.
- Investment Restrictions
 - The Contractor will conduct its affairs and its investment activities in such a way as to comply with any non-profit investor's status as tax exempt charitable institutions. In particular, the Contractor will make its best efforts to operate at all times in ways to comply with the tax exempt purpose of its non-profit Investors, in compliance with Section 501 of the Internal Revenue Code of 1986 (the "Code").
 - The Contractor will use commercially reasonable efforts to avoid having XLR8UH being engage in a trade or business within the United States under the Code. To the extent possible, the Contractor will structure investments in such a way as to avoid the generation of significant allocated unrelated business taxable income (UBTI) within the meaning of Section 512 of the Code. Notwithstanding the foregoing, the Contractor may borrow money pending the due date of a capital call so long as such borrowing would be fully repaid promptly following delivery of capital due in connection with such capital call.
 - Except with the prior approval of the Investors, not more than twenty percent (20%) of the XLR8UH's aggregate capital commitments shall be invested in any single Development (determined on a cost basis at the time of investment).

2.4 MINIMUM QUALIFICATIONS

Offeror's shall have knowledge and experience in developing, managing, and identifying potential opportunities for proof of concept investments in emerging technological innovations.

Offeror's shall provide a narrative of recent and past activities that show knowledge and experience.

2.5 DESIRABLE QUALIFICATIONS

Offeror's shall have a presence, knowledge and experience with proof of concept activities in the State of Hawaii.

SECTION 3 – PROPOSAL REQUIREMENTS

3.1 REQUIRED FORMAT

This section indicates the proposal requirements for this RFP which shall be submitted by the deadline set for submission of proposals. Fulfillment of all proposal requirements listed is mandatory for consideration of proposals.

The Proposal shall include the following subsections:

- Proposal Letter
- Recent Experience
- Project Narrative
- Fee Structure
- References

3.1.1 PROPOSAL LETTER (Appendix A)

The Proposal Letter shown in Appendix A shall be signed by an individual authorized to legally bind the Offeror, dated, and be affixed with the corporate seal (if corporate seal is available). If said individual is not the corporate president, evidence shall be submitted showing the individual's authority to bind the corporation. The fully executed proposal letter shall be submitted along with the proposal.

3.1.2 OFFEROR'S PROFILE/EXPERIENCE (Appendix B)

Offeror shall complete and submit APPENDIX B, Recent (Within Last FIVE [5] Years) Experience include proof of concept type programs that the Offeror has participated in (state longevity and success of the participants of an offeror's past programs). State for each: type of service(s), contract beginning and end dates, contact person name, address and telephone number.

Offeror shall describe the firm's qualifications, experience and size. In addition, the Offeror shall identify the team it will use to provide the goods/services. Biographical summaries of the key team members shall be included in the proposal.

3.1.3 PROJECT NARRATIVE (Appendix C)

A description of the company, including number of employees, number of years in business, number of years of experience in developing, managing, and identifying potential opportunities for proof of concept investments in emerging technological innovations. a list of key company principals, and types of services provided.

- A. Provide the following information about the offeror:
1. Name and address of Offeror. Name of official who will coordinate all activities related to this RFP including telephone, fax and electronic mail address.
 2. Names of personnel who will be conducting the day-to-day business with the University. State their qualifications, experience and authority.
 3. Date offeror's company was established.
 4. Provide the type of professional liability insurance coverage maintained by offeror for errors or omissions, or for any acts committed by the offeror or its employees. Provide proof of coverage with proposal.
- B. Please describe any pending or proposed agreements to merge or sell offeror's company. Please describe pending litigation or formal complaint(s) including those filed with State of Hawai'i, another state or at federal agency level resulting from current or past involvement with similar services to this RFP. Failure to disclose information may result in rejection of proposal or termination of the contract.
- C. Offeror's subcontractors
1. Offerors who intend to utilize the service of subcontractors shall identify each person or firm to be engaged by the Offeror as a joint Offeror or subcontractor in the performance of work required under this RFP.
 2. State the qualifications and resumes of joint offeror or subcontractor employees, if any, to be used in the performance of services.
 3. Describe the services to be provided by the joint offeror or subcontractor.
- D. Describe in detail how Offeror's company will be able to provide the services of this RFP (section 2.3)
1. Describe in detail what role the offeror expects from the University in the implementation of this RFP.

2. Describe limitations the offeror may have regarding this RFP.
3. Describe the resources offeror has available for advising the University with the RFP.
4. Describe additional related services the Offeror's company is willing and able to provide the University and/or participants and associated costs if any.
5. Provide a narrative of recent and past activities that show knowledge and experience.
6. Describe offeror's knowledge and experience with activities in the State of Hawaii.

3.1.4 FEE STRUCTURE (APPENDIX D)

Offerors shall provide all costs associated with providing the services of this RFP as detailed in Appendix D. Fees shall be inclusive of all direct and indirect expenses and all travel related expenses. Fees should also include XLR8UH team funding (i.e. funding for 5 teams @ \$25,000 = \$125,000 + 1 team for \$50,000. Total \$175,000 for year 1. Agreement may be amended based on the number of recommended teams that are funded).

Monthly progress reports shall be submitted to the University, due by the first week of the following month, together with a monthly invoice.

3.1.5 REFERENCES/RECOMMENDATIONS (APPENDIX E)

Offerors shall provide a minimum of at least FIVE (5) references who can attest to the effectiveness of the Offeror's services and personnel for the scope of services in this RFP. Furnish the names of organizations, addresses, numbers, and contact persons. The University reserves the right to contact the references for additional information.

Examples of reports of comparable work are also requested.

3.1.6 APPENDICES

The following checklist is provided to assist the Offeror in submitting the appropriate documents with their proposals:

- 1) _____ Appendix A, Proposal Letter (if applicable, shall include a corporate

seal and an Evidence of Authority if the individual signing the proposal on behalf of the company is not the corporate president)

- 2) _____ Appendix B, Offeror's Profile/Experience
- 3) _____ Appendix C, Project Narrative
- 4) _____ Appendix D, Fee Structure
- 5) _____ Appendix E, References/Recommendations

**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 Office of the Vice President for Research and Innovation 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 B continued

Experience Within the past five (5) years

Name of Firm _____

Address _____

Contact Name _____ Position _____

Telephone Number _____ Email Address _____

Dates of Services _____

Description of Services Provided (including longevity and success of participants of Offeror's past programs):

List of companies that participated in Offeror's past programs with contact information:

APPENDIX C–PROJECT NARRATIVE

Offeror's shall provide the following information as a part of the project narrative:

OFFEROR'S QUALIFICATIONS

Describe the company, including number of employees, number of years in business, number of years of experience in developing, managing, and identifying potential opportunities for proof of concept investments in emerging technological innovations, a list of key company principals, and types of services provided.

Provide name and address of Offeror. Name of official who will coordinate all activities related to this RFP including telephone, fax and electronic mail address. Please also include local office(s) or proposed location of office(s).

Provide date offeror's company was established.

Provide the type of professional liability insurance coverage maintained by offeror for errors or omissions, or for any acts committed by the offeror or its employees. Provide proof of coverage with proposal.

Please describe pending litigation or formal complaint(s) including those filed with State of Hawai'i, another state or at federal agency level resulting from current or past involvement with public sector compensation reviews. Failure to disclose information may result in rejection of proposal or termination of the contract.

OFFEROR'S PERSONNEL

Provide listing of the names of personnel conducting day-to-day business with the University, with qualifications and authority.

OFFEROR'S SUBCONTRACTORS

If applicable, list name of person or firm to be used by Offeror as a joint Offeror or subcontractor to service this contract.

State qualification of joint Offeror or subcontractor used by Offeror to service this contract.

Describe services to be provided by the joint Offeror or subcontractor.

XLR8UH Program

Describe in detail how Offeror's company will be able to provide the scope of services in this RFP.

Describe in detail what role the offeror expects from the University in the implementation this RFP.

Describe limitations the offeror may have regarding this RFP.

Describe the resources offeror has available for advising the University with this RFP.

Describe additional related services the Offeror's company is willing and able to provide the University and/or participants and associated costs if any.

Describe offeror's knowledge and experience with proof of concept activities in the State of Hawai'i.

APPENDIX D–FEE STRUCTURE

Offerors shall provide all costs associated with providing the services of this RFP. Fees shall be inclusive of all direct and indirect expenses and all travel related expenses. Fees should also include XLR8UH team funding (i.e. funding for 5 teams @ \$25,000 = \$125,000 + 1 team for \$50,000. Total \$175,000 for year 1. Agreement may be amended based on the number of recommended teams that are funded).

Costs should be listed by category and detailed.

Personnel - list job title, # of hours, personnel costs

Travel – list # of travel, location, purpose, travel cost

Cohort – anticipated cohort cost

Other

Monthly progress reports shall be submitted to the University, due by the first week of the following month, together with a monthly invoice.

APPENDIX E–REFERENCES

Provide the name of company, address, contact name, and phone number for at least FIVE (5) references. Examples of reports of comparable work are also requested.

SECTION 4 – EVALUATION OF PROPOSALS AND BASIS FOR AWARD

4.1 EVALUATION OF OFFEROR PROPOSALS

All responsive proposals received prior to the Closing Date for Receipt of Proposals of 4:00 PM Hawaii Standard Time, April 19, 2017, 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 qualifications and experience, quality of proposal, price, and proposal. The total score for each proposal will be on a scale of 0 to 160 points. Four general categories will be used to evaluate the proposals:

<u>Category</u>	<u>Maximum Number of Points per</u>
Qualifications and experience	100
Quality of proposal	20
Price	40
Total	160

4.3.1 DETAILED EVALUATION FORMULA FOR PROPOSED TECHNICAL APPROACH

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

- A. Qualifications and Experience of the offeror and personnel (includes results of reference checks) Maximum of 100 points**
- i. Successful experience and knowledge with proof of concept programs. (Maximum of 40 points)
 - ii. Successful experience in providing services mentioned in the RFP;

knowledge of the nuances of interaction in Hawaii. (Maximum 40 points)

- iii. The References category will be scored by selecting up to FIVE (5) of the Offeror's previous or current customers, and factoring their responses to standardized questions, into the evaluation. (Maximum 20 points)

B. Quality of the proposal

Maximum of 20 points

- i. Thoroughness and comprehensiveness of the proposal. (Maximum of 10 points)
- ii. Organization, detail, and feasibility of project narrative. (Maximum of 10 points)

C. Cost

Maximum of 40 points

Cost of services to be provided to the RCUH as described in Appendix D Fee Structure. (Maximum of 40 points)

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

Example: Maximum points for cost = 40 points

Offeror A's total cost: \$50,000 (Lowest Cost) – Awarded 40 points

Offeror B's total cost: \$55,000 (Higher Cost) – Awarded 36 points.
Prorated: $40 \times (\$50,000/\$55,000) = 36$ points awarded

Maximum possible points per area of focus: 160

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 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.
 - a. If federal funds (under a federal grant) are expended under this Agreement, CONTRACTOR shall comply with the applicable provisions of Attachment C.
 - b. If federal funds under a federal prime contract, a federal cost-type prime cost reimbursable contract, or a federal cost-type prime cost reimbursable contract are expended under this Agreement, additional Federal Acquisition Regulations will apply.

ATTACHMENT C—SPECIAL CONDITIONS FOR SERVICES AGREEMENTS

FEDERAL PROVISIONS (Applicable to Contracts 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 \$35,000 must not be made from a contractor/subcontractor/vendor that is debarred, suspended, or proposed for debarment. For purchases of more than \$35,000, 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. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT. For first-tier subawards, the subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA or Transparency Act – P.L. 109-282, as amended by Section 6202(a) of P.L. 110-252).

12. 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.

13. 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.

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 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)).
3. 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)).
4. 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)).