REQUEST FOR PROPOSALS

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

EVALUATION SERVICES FOR HAWAI'I EPSCOR

for the

Hawaii'i EPSCoR

University of Hawaii
Honolulu, HI

June 15, 2016
NOTICE TO OFFERORS

RFP Availability

A copy of the Request for Proposal (RFP) Ike Wai: Securing Hawai‘i’s Water Future; RFP Number: T1-2016 is available on the website: www.epscor.hawaii.edu.

Questions About the RFP

All questions about the RFP must be directed to Kevin Kelly at kevink@hawaii.edu. Closing Date for Receipt of Offeror Questions is 5:00 PM (Hawaii Standard Time), July 1, 2016.

Closing Date for Receipt of Proposals

Completed proposals must be received no later than 5:00 PM (Hawaii Standard Time), July 22, 2016, at the address listed in Section 1.10 of this RFP. Finalists may be required to give an oral presentation, tentatively scheduled for the week of July 25, 2016. 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
1601 East-West Road, Burns Hall 4020
Honolulu, HI 96848
# TABLE OF CONTENTS

**NOTICE TO OFFERORS**

SECTION 1 -- ADMINISTRATIVE OVERVIEW ................................................................. 4

SECTION 2 – STATEMENT OF WORK.............................................................................. 9

SECTION 3 – PROPOSAL REQUIREMENTS ..................................................................... 10

SECTION 4 – EVALUATION OF PROPOSALS AND BASIS FOR AWARD ............... 15

Attachment A.  Notice of Intent to Submit a Proposal .................................................. 18

Attachment B.  General Conditions for Services Agreements .................................... 19

Attachment C.  Special Conditions for Services Agreements .................................... 24

Attachment D.  Standards of Conduct Declaration...................................................... 27

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 28 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 Hawai‘i EPSCoR 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): ................................................. June 15, 2016
Closing Date for Receipt of Offeror’s Attachment A
(Notice of Intent to Submit a Proposal): ......................... June 21, 2016; 5:00pm
Closing Date for Receipt of Offeror Questions: ............ July 1, 2016; 5:00pm
Closing Date for Posting Responses to Questions:....... July 8, 2016; 5:00pm
Closing Date for Receipt of Proposals:......................... July 22, 2016; 5:00pm
Date of Contractor Selection and Award:..................... July 29, 2016
Services Start Date (Tentative): ........................................ August 1, 2016

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.epscor.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 Kevin Kelly using the address, kevink@hawaii.edu. Questions regarding proposal requirements, contents, and details will receive a response only for those questions received by 5:00 PM, HST July 1, 2016. All received questions and responses will be posted by July 8, 2016 on the EPSCoR website, http://www.epscor.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 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 nonproprietary 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 3 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:

Hawai‘i EPSCoR
2425 Campus Rd., Sinclair 10
Honolulu, HI 96822

Address, if submitting by email:

kevink@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 5:01 P.M. Hawaii Standard Time, on July 22, 2016, 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 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 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 PROCUREMENT OFFICER

This RFP is issued by the Research Corporation of the University of Hawaii, on behalf of Hawaii‘i EPSCoR. The Procurement Officer responsible for overseeing the RFP process and Agreement for Services is Ellen Koppenheffer.
SECTION 2 – STATEMENT OF WORK

Please see the attached statement of work and required deliverables.

Required monthly report, which includes:

1. Status of work, as related to the budget and schedule.

2. Major issues needing attention.
   a. Description of the issue.
   b. Recommended solution.
SECTION 3 – PROPOSAL REQUIREMENTS

3.1 REQUIRED FORMAT

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

1. Executive Summary
2. Technical Proposal
3. Schedule
4. Qualifications and Expertise
5. Price Proposal
6. Appendices

The entire proposal, excluding appendices (Sections 3.11 to 3.15), should not exceed 15 pages.

3.1.1 EXECUTIVE SUMMARY

Offeror shall submit an Executive Summary outlining the key elements of the proposal. The Executive Summary should be no longer than 2 pages.

3.1.2 TECHNICAL PROPOSAL

Describe in detail a work plan for performing the work including approaches and analyses of productivity and impacts as described in the statement of work. EPSCoR will provide data on all participating personnel and project activities/events. Personnel data will include a broad range of demographic data and associated outputs such as publications, reports, patents, etc. Events will include public presentations, meetings, seminars, etc. and will include attendee data. The plan should include a timeline highlighting key evaluation milestones. The Offeror should describe other evaluation instruments that will be used to assess progress, identify weaknesses in the project, and recommend solutions to any deficiencies. Limited travel expenses will be considered with proper justification.

3.1.3 SCHEDULE

Evaluation services will commence on August 1, 2016. The first year cooperative agreement ends on May 31, 2017. Evaluation services for Years 2-5 will be conducted on an annual basis beginning on June 1 and end on May 31. The award is expected to expire on May 31, 2021 although a no-cost extension of up to one (1) year may be requested.

3.1.4 QUALIFICATIONS AND EXPERTISE
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 (to be included with Appendix B, described below).

3.1.5 PRICE PROPOSAL

These services will be contracted on a monthly cost reimbursible basis upon submission of an invoice detailing effort spent on tasks contained in the work plan and expenses incurred. Proposals should contain a proposed work plan and detailed budget that includes hourly or daily rates for staff and consultants.

3.1.6 APPENDICES

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

Appendix B – Offeror’s Profile. The Offeror’s Profile form shown in Appendix B shall be completed in its entirety.

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

__________________________________________________________________________
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.
## OFFEROR PROFILE
*(All items must be provided to be considered)*

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Type of Company</th>
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<tbody>
<tr>
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<table>
<thead>
<tr>
<th>Address</th>
<th>Total # Full Time Employees</th>
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<tbody>
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<td></td>
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</table>

<table>
<thead>
<tr>
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<th>Email</th>
<th>Federal ID #</th>
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<tbody>
<tr>
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<table>
<thead>
<tr>
<th>Company Start Date</th>
<th>State ID #</th>
</tr>
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<td></td>
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</tbody>
</table>

**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**

<table>
<thead>
<tr>
<th>Name of Firm</th>
<th>Address</th>
<th>Contact Name</th>
<th>Position</th>
<th>Telephone Number</th>
<th>Email Address</th>
<th>Dates of Services</th>
<th>Description of Services Provided</th>
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</table>


SECTION 4 – EVALUATION OF PROPOSALS AND BASIS FOR AWARD

4.1 EVALUATION OF OFFEROR PROPOSALS

All responsive proposals received prior to the Closing Date for Receipt of Proposals of 5:00 PM Hawaii Standard Time, July 22, 2016, 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, price, and other. 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:

<table>
<thead>
<tr>
<th>Category</th>
<th>Maximum Number of Points per Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical merit</td>
<td>40</td>
</tr>
<tr>
<td>Qualifications and expertise</td>
<td>25</td>
</tr>
<tr>
<td>References</td>
<td>15</td>
</tr>
<tr>
<td>Price</td>
<td>20</td>
</tr>
</tbody>
</table>

**Total** 100

4.3.1 DETAILED EVALUATION FORMULA FOR PROPOSED TECHNICAL APPROACH

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

<table>
<thead>
<tr>
<th>Technical Merit</th>
<th>Maximum Number of Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appropriate Scope</td>
<td>15</td>
</tr>
<tr>
<td>Logical Workplan</td>
<td>20</td>
</tr>
<tr>
<td>Timeline</td>
<td>5</td>
</tr>
</tbody>
</table>
### Qualifications and Expertise

<table>
<thead>
<tr>
<th>Qualifications and Expertise</th>
<th>Maximum Number of Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Overview</td>
<td>5</td>
</tr>
<tr>
<td>3 Years of Experience</td>
<td>5</td>
</tr>
<tr>
<td>Expertise of Staff</td>
<td>5</td>
</tr>
<tr>
<td>Similar Project Expert</td>
<td>10</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other</th>
<th>Maximum Number of Points</th>
</tr>
</thead>
<tbody>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

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

The References category will be scored by selecting up to 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. Notice of Intent to Submit a Proposal
(May be sent by email or fax.)

Company Name:  ________________________________________________

Address:  _______________________________________________________

Phone No.:  _______________________________________________________

Email.:  _________________________________________________________

[ ] I acknowledge receipt of Request for Proposal No. ____________ and my company intends to submit a proposal prior to the Closing Date for Receipt of Proposals. I acknowledge the requirements for a services agreement with the Research Corporation of the University of Hawaii, including submittal of a price proposal; State of Hawaii Department of Taxation and Internal Revenue Service tax clearances; Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters; Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions; Standards of Conduct Declaration; and acceptance of the General Conditions for Services Agreements and the Special Conditions for Services Agreements (Federal Provisions).

[ ] I acknowledge receipt of Request for Proposal No. ____________ but my company is not submitting a proposal.

Submitted by:

________________________________________  __________________________
Signature                                    Date

________________________________________
Typed Name

________________________________________
Title
Attachment B. General Conditions for Services Agreements

1. Coordination of Services by the State. RCUH, or RCUH’s designee, shall coordinate the services to be provided by the CONTRACTOR in order to complete the Project. The CONTRACTOR shall maintain communications with RCUH, or RCUH designee, at all stages of the CONTRACTOR’s work, and submit to RCUH or RCUH designee, for resolution, any questions which may arise as to the performance of this Agreement.

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

   a. The CONTRACTOR shall secure, at the CONTRACTOR’s own expense, all personnel required to perform the services required by this Agreement.
   b. The CONTRACTOR shall ensure that the CONTRACTOR’s employees or agents are experienced and fully qualified to engage in the activities and services required under this Agreement, and that all applicable licensing and operating requirements imposed or required under federal, state or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Nondiscrimination. No person performing work under this Agreement, including any subcontractor, employee or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state or county law.

5. Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR’s duties, obligations, or interests under this Agreement without the prior written consent of RCUH. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR’s right to compensation under this Agreement shall be effective unless and until the assignment is approved by RCUH.

6. Conflict of Interest. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, which would or might conflict in any manner or degree with the performance of the CONTRACTOR’s services under this Agreement.

7. Modifications of Agreement. Any modification, alteration, amendment, change, or extension to any term, provision, or condition of this Agreement shall be made only by written amendment to this Agreement, signed by the CONTRACTOR and RCUH.

8. Suspensions and Termination of Agreement.
   a. RCUH reserves the right at any time and for any reason to suspend this Agreement for any reasonable period, upon written notice to the CONTRACTOR. Upon receipt of said notice, the CONTRACTOR shall immediately comply with said notice and suspend all work under this Agreement at the time stated.
b. If, for any cause, the CONTRACTOR breaches this Agreement by failing to satisfactorily fulfill in a timely or proper manner the CONTRACTOR’s obligations under this Agreement or by failing to perform any of the promises, terms, or conditions of this Agreement, and having been given reasonable notice of and opportunity to cure such default, fails to take satisfactory corrective action within the time specified by the RCUH, the RCUH shall have the right to terminate this Agreement by giving written notice to the CONTRACTOR of such termination at least seven (7) calendar days before the effective date of such terminating. Furthermore, RCUH may terminate this Agreement without statement of cause at any time by giving written notice to the CONTRACTOR of such termination at least thirty (30) calendar days before the effective date of such termination.

c. Upon termination of the Agreement, the CONTRACTOR shall, within four (4) weeks of the effective date of such termination, compile and submit in an orderly manner to RCUH an accounting of the work performed up to the effective date of termination. In such event, the CONTRACTOR shall be paid for the actual cost of the services rendered, but in no event more than the total compensation payable to the CONTRACTOR under this Agreement.

d. In the event of termination of either type, or in the event of the scheduled expiration of the time of performance specified in this Agreement, all finished or unfinished material prepared by the CONTRACTOR shall, at RCUH’s option, become RCUH’s property and, together with all material, if any, provided to the CONTRACTOR by RCUH, shall be delivered and surrendered to RCUH on or before the expiration date or date of termination. For the purposes of this Agreement, “material” includes, but is not limited to any information, data, reports, summaries, tables, maps, charts, photographs, films, graphs, studies, recommendations, program concepts, titles, scripts, working papers, files, models, audiotapes, videotapes, computer tapes, cassettes, diskettes, documents, and records developed, prepared, or conceived by the CONTRACTOR in connection with this Agreement, or furnished to the CONTRACTOR by RCUH. The terms do not include records which are maintained by RCUH solely for the CONTRACTOR’s own use and which have only an ancillary relationship to the services provided under this Agreement.

e. If this Agreement is terminated for cause, the CONTRACTOR shall not be relieved of liability to RCUH for damages sustained because of any breach by the CONTRACTOR of this Agreement. In such event, RCUH may retain any amounts which may be due and owing to the CONTRACTOR until such time as the exact amount of damages due to the RCUH from the CONTRACTOR has been determined. RCUH may also set off any damages so determined against the amounts retained.
9. **Compliance with Laws.** The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be from time to time, which in any way affect the CONTRACTOR’s performance of this Agreement.

10. **Indemnification and Defense.** The CONTRACTOR shall defend, indemnify, and save harmless RCUH, its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys’ fees, and all claims, suits, and demands therefore, arising out of or resulting from the malicious, reckless, or negligent acts or omissions of the CONTRACTOR or the CONTRACTOR’s employees, officers, agents, or subcontractors occurring during or in connection with the performance of the CONTRACTOR’s services under this Agreement. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Agreement.

11. **Disputes.** No dispute arising under this Agreement may be sued upon by the CONTRACTOR until after the CONTRACTOR’s written request to RCUH to informally resolve the dispute is rejected, or until ninety days after RCUH’s receipt of the CONTRACTOR’s written request, whichever comes first. While RCUH considers the CONTRACTOR’s written request, the CONTRACTOR agrees to proceed diligently with the provision of services necessary to complete the Project.

12. **Confidentiality of Material.**
   
a. All material given to or made available to the CONTRACTOR by virtue of this Agreement, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of RCUH.

b. All information, data, or other material provided by the CONTRACTOR to RCUH shall be kept confidential only to the extent permitted by law.

13. **Ownership Rights and Copyright.** RCUH shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Agreement, and all such material shall be considered “works made for hire”. All such material shall be delivered to the RCUH upon expiration or termination of this Agreement. RCUH, at its discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Agreement. The CONTRACTOR, however, reserves the right to use thereafter any ideas and techniques that may be developed during the performance of this Agreement.

14. **Publicity.** The CONTRACTOR shall not refer to RCUH, or any project, office, agency, or officer thereof, or to the services provided pursuant to this Agreement, in any of the CONTRACTOR’s brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts to the CONTRACTOR about this Agreement shall be referred to RCUH.
15. Payment Procedures. All payments under this Agreement shall be made only upon submission by CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Agreement have been performed by CONTRACTOR according to the Agreement.

16. Payment Procedures: Final Payment (Tax Clearance). Final payment under this Agreement shall be subject to Section 103-53, Hawaii Revised Statutes, which requires a tax clearance from the Hawaii Department of Taxation, and the U.S. Internal Revenue Service stating that all delinquent taxes, if any, levied or accrued against the CONTRACTOR have been paid. A tax clearance is required on final payment for agreements $25,000 or more.

In addition to tax clearance prior to final payment, the CONTRACTOR is required to obtain a tax clearance from the Hawaii Department of Taxation and the U.S. Internal Revenue Service prior to execution of this contract for all agreements $25,000 or more.

17. Governing Law. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Agreement shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.

18. Notices. Any written notice required to be given by a party to this Agreement shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid, to RCUH at its address and to the CONTRACTOR at its address as indicated in the Agreement. A notice shall be deemed to have been received by the recipient three (3) days after mailing or at the time of actual receipt, whichever is earlier.

19. Severability. In the event that any provision of this Agreement is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Agreement.

20. Waiver. The failure of RCUH to insist upon the strict compliance with any term, provision or condition of this Agreement shall not constitute or be deemed to constitute a waiver or relinquishment of RCUH’s right to enforce the same in accordance with this Agreement.

21. Federal Provisions. If federal funds are expended under this contract, the CONTRACTOR shall comply with the applicable provisions of Attachment C.
Attachment C. Special Conditions for Services Agreements

FEDERAL PROVISIONS
(Applicable to Contracts, Subcontracts, 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).


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 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.


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 the purposes of this declaration:

“Employee” means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employee under contract to the State or of the Constitutional Convention, but excluding legislators, delegates to the Constitutional Convention, justices and judges.

“Controlling interest” means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest be greater or less than fifty per cent.

On behalf of _________________________________, CONTRACTOR, the undersigned does declare, under penalty of perjury, as follows:

1. CONTRACTOR (is) (is not) a legislator or an employee or a business in which a legislator or an employee has a “controlling interest”.

2. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Agreement and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of the Agreement, if the legislator or employee had been involved in the development or award of the Agreement.

3. CONTRACTOR has not been assisted or represented for a fee or other compensation in the award of this Agreement by a RCUH employee, or in the case of the Legislature, by a legislator.

4. CONTRACTOR has not been represented or assisted personally on matters related to the Agreement by a person who has been an employee of the RCUH within the preceding two years and who participated while in state office or employment on the matter with which the contract is directly concerned.

5. CONTRACTOR has not been represented or assisted on matters related to the Agreement, for a fee or other consideration by an individual who, within the past twelve months, has been a RCUH employee.

6. CONTRACTOR has not been represented or assisted in the award of this Agreement for a fee or other consideration by an individual who, (a) within the past twelve months, served as a RCUH employee, and (b) participated while an employee on matters related to this Agreement.

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

Dated: ______________________, 20__.  

CONTRACTOR

________________________________________

By

________________________________________

Its (Title)
Section 2: Statement of Work

Background

The Experimental Program to Stimulate Competitive Research (EPSCoR) was started in 1978 to assist the National Science Foundation (NSF) in its statutory function "to strengthen research and education in science and engineering throughout the United States and to avoid undue concentration of such research and education." EPSCoR goals are to provide strategic programs and opportunities for EPSCoR participants that stimulate sustainable improvements in their R&D capacity and competitiveness, and to advance science and engineering capabilities in EPSCoR jurisdictions for discovery, innovation and overall knowledge-based prosperity.

RII Track-1: RII Track-1 award now provides up to $4 million per year for up to five years. They are intended to improve the research competitiveness of jurisdictions by improving their academic research infrastructure in areas of science and engineering supported by the National Science Foundation and critical to the particular jurisdiction’s science and technology initiative or plan.

The primary focus of the Hawai‘i EPSCoR project Ike Wai: Securing Hawai‘i’s Water Future is to support Hawai‘i’s future water security through the integration of research, education, and the engagement of community. At the highest level our goal is to develop a decision support system, or Integrated Knowledge Environment, to improve water policy and planning for the State. Integral components of this Initiative will include increasing capacity for cyberinfrastructure, data visualization and modeling, as well as broadening the diversity of the State’s science, technology, engineering and math (STEM) workforce through enhancement of hands-on research experiences for undergraduate and graduate students in concert with broader community outreach.

This is a 5-year project that commenced on June 1, 2016 under a cooperative agreement with the National Science Foundation. The project will end on May 31, 2021 unless granted a no-cost extension (maximum 1 year) to complete ongoing work. The cooperative agreement is renewed annually based on performance review including a report from the evaluator.

Purpose of Evaluation

The purpose of the evaluation is to determine whether the goals of EPSCoR have been met. The evaluation will assess progress in improving the State’s science and technology capabilities in order to promote research competitiveness in Hawai‘i. The evaluation will report on long- and short-term impacts, as well as system- and individual-level changes. The broad evaluation questions are:

• Has EPSCOR been successful in mobilizing resources, people, and institutions to develop the state’s research capacity?
• Has the number of Native Hawaiian, Pacific Islander, and other underrepresented students majoring in science, technology, engineering and mathematics (STEM) increased?
• Has there been an improvement in the State’s STEM workforce?
• Has a cooperative, mutually beneficial relationship developed between researchers, stakeholder groups, and the community?

**Program Outcomes and Corresponding Evaluation Tasks**

EPSCoR aims to improve Hawai‘i’s science and technology capabilities in order to promote research competitiveness. The evaluation will focus on these project outcomes:

a. **Impact on Research Infrastructure**
   • Assess EPSCoR’s success in both performing cutting edge hydrological research to assess the current status, and predict future scenarios, for water availability in Hawaii and leverage historical and traditional knowledge about water in Hawaii to inform research, policy, and resource management
   • Identify barriers that may prevent the successful implementation of research infrastructure at participating campuses.

b. **Research Productivity**
   • Evaluate changes in the level of competitiveness among EPSCoR researchers through the number of grant proposals, publications, and paper presentations submitted, and their rates of acceptance.
   • Assess trend data on the number and amount of extramural funding generated by EPSCoR researchers.

c. **Impact on Students**
   • Measure changes in the number of majors and graduates in STEM fields over time, focusing on females and underrepresented groups (Native Hawaiians, Pacific Islanders, and Filipinos) at different stages in the STEM pathway.
   • Track the number of students participating in project events such as workshops and internships and their perceptions of how these events may have influenced their interest in STEM education or STEM careers.
   • Gauge the impact that student participation in EPSCoR activities may have on STEM enrollment, matriculation, and workforce preparedness in Hawai‘i.
d. Impact on Workforce

- Monitor impacts on the STEM workforce by documenting the number of internships filled, and the number of graduates who find jobs, including faculty positions, in STEM fields in Hawai‘i.
- Maintain a database on internships, graduates, faculty positions, and career paths of students who participate in EPSCoR.

e. Impact on Local Community

- Document the evolution of stakeholder engagement in research and education especially with respect to the development of integrated hydrologic models that forecast water availability and quality and the economic impacts of aquifer utilization in Hawaii and the creation of a decision support system and process for decision-makers Statewide.
- Document community engagement in the research process over time, paying special attention to describing the progress made in establishing a cooperative, mutually beneficial relationship between researchers and the Native Hawaiian community.
- Collect data via observations at joint meetings, and interviews with research and community representatives.

**Evaluation Methodology**

Conduct both formative (process) and summative (outcome) evaluation. As part of the formative evaluation, the evaluator will monitor whether grant activities are being implemented as proposed and with what quality. Problems, barriers and conflicts that could detract from the success of the project should be brought to the attention of program administrators in order to improve program delivery.

EPSCoR will provide data on all participating personnel and project activities/events. Personnel data will include a broad range of demographic data and associated outputs such as publications, reports, patents, etc. Events will include public presentations, meetings, seminars, etc. and will include attendee data.

Monitoring will take place via interviews with key EPSCoR administrators and researchers; surveys; focus groups; observations at meetings and workshops; and review of project documents. The Evaluator will participate in a strategic planning workshop to be held in Honolulu August 30-31, 2016.

Other novel approaches to evaluating will be considered.

**Required Deliverables**

The evaluators will provide the following evaluation reports/activities:
• An Interim Evaluation Report, due January 31st of each year (120 days before the end of each project year) for the period June through December of each project year.
• An Annual Evaluation Report, due on June 30 of each year (30 days after the end of each project year) that updates the Interim Evaluation Report to reflect the entire project year (June-May).
• An additional evaluation report may be required for the period of a no-cost extension (Year 6).
• Assist in the development and refinement of the annual Strategic Plan
• A Cumulative Evaluation Report, due 30 days after the closing date of the award evaluating the work and activities of the entire award.
• Upon request, oral and/or written status reports and presentations for the PI, advisory committees, and other stakeholder groups.
• Additional evaluation activities as requested by the MAP or project administrators

All reports will be provided in an editable version in MS Word along with a ready to print version in .pdf format.