

REQUEST FOR PROPOSALS

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

PROVIDE INSTALLATION, SET-UP, AND ACCESS TO HIGH-SPEED INTERNET ACCESS FOR ALL HAWAII
PUBLIC HOUSING AUTHORITY (HPHA) RESIDENTS FOR THE HPHA OWNED FACILITIES (STATEWIDE)

for the

**Capital Project Fund
Information Technology Services
University of Hawaii
Honolulu, HI**

September 9, 2024

NOTICE TO OFFERORS

RFP Availability

A copy of the Request for Proposal (RFP) #107255, Provide Installation, Set-up, and Access to High-speed Internet Access for All Hawai'i Public Housing Authority (HPHA) Residents for the HPHA Owned Facilities (Statewide) is available on the SuperQUOTE website (www.commercepoint.com).

Questions About the RFP

All questions about the RFP must be directed to Chris Zane at czane@hawaii.edu. Closing Date for Receipt of Offeror Questions is 5:00 PM (Hawaii Standard Time), September 27, 2024.

Closing Date for Receipt of Proposals

Completed proposals must be submitted via the SuperQUOTE system (www.commercepoint.com) no later than 5:00 PM (Hawaii Standard Time), October 18, 2024.

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 4th Floor
Honolulu, HI 96848

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IT IS THE RESPONSIBILITY OF ALL OFFERORS TO CHECK THE TABLE OF CONTENTS TO CONFIRM THAT ALL PAGES LISTED THEREIN ARE CONTAINED IN THEIR RFP PACKAGE.

This RFP contains 32 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 University of Hawai'i Information Technology Services to solicit proposals from Offerors who wish to be considered. The contract will be issued and administered as an Agreement for Services with the RCUH.

1.2 SCHEDULE OF KEY DATES

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

Date of Notice (RFP Issued): September 9, 2024
Closing Date for Receipt of Offeror's Attachment A
(Notice of Intent to Submit a Proposal): September 16, 2024, 5:00 PM
HST
Closing Date for Receipt of Offeror Questions:..... September 27, 2024, 5:00 PM
HST
Closing Date for Posting Responses to Questions: October 4, 2024, 5:00 PM HST
Closing Date for Receipt of Proposals: October 18, 2024, 5:00 PM HST
Proposal Review Period: October 21 – 25, 2024
Date of Contractor Selection and Award: October 28, 2024
Services Start Date (Tentative): November 18, 2024

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 SuperQUOTE website (www.commercepoint.com). **Offerors are solely responsible to check this website for any modifications to the RFP. The RCUH reserves the right to cancel this RFP at any time for any reason at no cost to the RCUH.**

1.4 QUESTIONS BY OFFERORS AND POTENTIAL OFFERORS TO RCUH

All questions by Offerors or potential Offerors should be submitted in writing via email to Chris Zane using the address, czane@hawaii.edu. RCUH reserves the right to only respond to questions regarding proposal requirements, contents, and details, that are received by 5:00 PM, HST September 27, 2024. All received questions and responses will be posted by 5:00 PM, HST October 4, 2024 on the SuperQUOTE website (www.commercepoint.com).

Since all questions and responses will be posted and accessible to the public, no proprietary information or questions regarding proprietary information or material should be communicated by an Offeror to the website identified above.

1.5 QUESTIONS BY RCUH TO OFFERORS

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

1.6 CLARIFICATION OF THE RFP

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

1.7 TAX CLEARANCE FOR PROPOSALS

A tax clearance from the Hawaii Department of Taxation and the U.S. Internal Revenue Service is not required for submission of a proposal. However, in accordance with Section 103-53 of the Hawaii Revised Statutes, the selected contractor shall submit a valid tax clearance from the Hawaii Department of Taxation and the U.S. Internal Revenue Service prior to execution of the Agreement for Services. A Certificate of Vendor Compliance that reflects a “Compliant” status from Hawaii Compliance Express (HCE), <https://vendors.ehawaii.gov/hce/splash/welcome.html> is acceptable in satisfying the tax clearance requirement. Governmental agencies in the U.S. (i.e., city, county, state, federal) and any foreign governmental agencies are excepted from the tax clearance requirement.

Due to the fact that the proposal review and contract award period may be tightly scheduled, it is highly recommended that Contractors submitting proposals apply for tax clearance upon submission of the proposal in order to meet key dates.

1.8 PREPARATION COSTS

Any costs incurred by Offerors in preparing or submitting a proposal shall be the sole responsibility of the Offeror.

1.9 PROPRIETARY INFORMATION

The Offeror should clearly identify any proprietary information in the Offeror's submitted proposal. Upon final execution of an Agreement for Services, all non-proprietary information in an Offeror's proposal may be made available by the RCUH for public inspection upon request. Accordingly, material designated as confidential should be readily separable from the proposal in order to facilitate inspection of the nonconfidential portion of the proposal.

1.10 SUBMISSION OF PROPOSALS

All proposals must be submitted via the SuperQUOTE system (www.commercepoint.com) and received by the Closing Date for Receipt of Proposals. Proposals may be modified by an Offeror prior to the Closing Date for Receipt of Proposals on the SuperQUOTE system (www.commercepoint.com).

1.11 CERTIFICATION OF PROPOSAL

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

1.12 PROPOSAL WITHDRAWAL

An Offeror may withdraw its proposal through the SuperQUOTE system (www.commercepoint.com) any time prior to the Closing Date for Receipt of Proposals.

1.13 RFP SUBMITTALS BECOME THE PROPERTY OF RCUH

All proposals and other material submitted shall become the property of the RCUH, and may be returned at the sole discretion of the RCUH.

1.14 OPENING OF PROPOSALS

Proposals will be opened after 5:00 P.M. Hawaii Standard Time, on October 18, 2024 or as amended at the office to which the proposals are submitted. The proposal opening will not be open to the public. Proposals will not be subject to public inspection until after an Agreement for Services is signed by all parties, but in no case will proprietary information or proprietary material designated as such and submitted by an Offeror as part of an Offeror's proposal, be available for public inspection.

1.15 DISQUALIFICATION OF PROPOSALS

The RCUH reserves the right to consider as acceptable only those proposals submitted in accordance with all the requirements set forth in this RFP, and which demonstrate an understanding of the scope of work. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP, or that reserves the right to accept or

reject award or the right to enter into a contract pursuant to an award, may be disqualified without further notice, at the discretion of the RCUH.

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

- The proposal shows any noncompliance with applicable law.
- The proposal is incomplete or irregular in such a way as to make the proposal indefinite or ambiguous as to its meaning.
- 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 <https://www.sam.gov/SAM/> to determine whether an entity has an active exclusion.

1.16 REFERENCES

[Reserved]

1.17 SELECTION ON INITIAL PROPOSALS

The RCUH may select a Contractor on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Offeror's best terms. RCUH may elect to require oral presentations following the submission of proposals, if requirements for the oral presentation process is included in Section 4.5.

1.18 BASIS FOR SELECTION

Based on the evaluation process discussed in Section 4 of this RFP, the highest ranked responsible and responsive Offeror will be selected.

1.19 PROCESS FOR NEGOTIATIONS

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

1.20 AVAILABILITY OF FUNDS

Offerors are advised that entering into an Agreement for Services is contingent upon availability of funds. If funds are not available, the RCUH reserves the right not to enter into an agreement.

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 the University of Hawai'i Information Technology Services department. The Delegated Procurement Officer responsible for overseeing the RFP process and Agreement for Services is Garret Yoshimi, University of Hawaii Vice President Information Technology & Chief Information Officer.

SECTION 2 – STATEMENT OF WORK

2.0 Background and Overview

In 2021, the Governor requested the University of Hawaii lead the coordination and orchestration of current and anticipated Federal funding of state broadband investments. These included funds available from the Coronavirus State and Local Fiscal Recovery Funds and American Rescue Plan Act, along with the (then) anticipated Infrastructure Investment and Jobs Act, and additional future programs. In Fall 2021, the University released a Strategic Framework detailing the “Investment Pillars” to enhance and strengthen the broadband landscape in Hawaii. The first major Federal program launched in 2022 was the US Treasury Coronavirus Capital Projects Fund (CPF). Funds were allocated to states on a formula basis to support their strategic broadband capital investments.

Hawaii’s CPF allocation is \$115.4 million. All states were required to submit their program plans for review and approval by the US Treasury. One of Hawaii’s two approved program plans is the Hawaii Public Housing Authority (HPHA) Connections Program. This program is designed to invest in upgrading HPHA residential broadband connections to support the delivery of 100 Mbps symmetrical service to all residents in state-owned and managed public housing facilities, and provision 1 Gbps service for available common-use shared rooms (initially in 45 facilities). Residents will have access to reliable, high-speed Internet from the comfort of their residence, as well as in the common rooms on many HPHA properties. The common use spaces, or “community digital hubs”, will leverage the availability of community digital navigators to be funded by the statewide Broadband Equity Access and Deployment (BEAD) and Digital Equity (DE) investments, to assist public housing residents in digital literacy skills development and building confidence with independent technology use for personal and professional (e.g. education, telehealth, work) use.

RCUH is requesting qualified offerors to submit proposals to install or upgrade broadband infrastructure in the listed HPHA locations to be able to provide ALL residential units within ALL locations with a minimum of 100Mbps downstream and 20Mbps upstream over wired infrastructure. Such broadband infrastructure should also be able to support at a minimum 100Mbps downstream and 100Mbps upstream. Community rooms in certain HPHA locations shall also be built or upgraded to provide 1000Mbps downstream and 1000Mbps upstream connectivity. The community rooms shall be provided that service for 10 years without any non-recurring or monthly recurring fees. Internet service provided over these connections shall be identical to typical residential and commercial (for the community rooms) that the offeror provides across the State of Hawaii.

RCUH together with HPHA may elect to contract and build out a subset of the locations listed at their sole discretion. HPHA has initiated work on a strategy to redevelop several locations for

public and/or private low-income housing facilities. Any of the HPHA locations designated for or under consideration for such redevelopment will be de-prioritized for work under this project and subsequently excluded once funds are committed for redevelopment efforts.

2.1 Scope of Work

Residential Units

- 2.1.1 Upgrade or Install wired telecommunications services as required to provide a minimum of 100 Mbps downstream / 20 Mbps upstream (100M/20M) and maximum of 100 millisecond latency to ALL residential units in the Hawaii Public Housing Authority (HPHA) buildings as detailed in Appendix D.
- 2.1.2 Wired telecommunications services shall be capable of a minimum of 100Mbps down and 20 Mbps up to all residential units, and be able to support higher upload speeds at a minimum of 100 Mbps down and 100 Mbps up (100M/100M) within 3 years of installation of such services. Provide a detailed timeline for support of 100M/100M if such capacity will not be available upon installation.
- 2.1.3 Provide costs for both bulk rate (100% subscription) and individual residential unit recurring costs (inclusive of all taxes and fees) at two tiers: minimum 100M/20M and minimum 100M/100M per the Pricing Proposal. The 100M/20M individual rates should be within the historical ACP type program limits to ensure zero cost connectivity for the residents should there be a similar program released in the future, and be held at that level for a minimum of 10 years. Bulk rates shall also be fixed for a minimum of 10 years. Bulk and Individual residential unit non-recurring costs shall be waived for all units in all projects.

Community Rooms

- 2.1.4 Upgrade or Install wired telecommunications services as required to provide a minimum of 1000 Mbps downstream / 1000 Mbps upstream (1G/1G) and maximum of 100 millisecond latency to ALL Community Room spaces at HPHA facilities as detailed in Appendix D with no setup charges AND recurring cost for at least 10 years (i.e. term of the agreement) to HPHA.

Proposed Infrastructure

- 2.1.5 Provide details on proposed telecommunications services both within the HPHA buildings as well as upstream details and how it will support the minimum 100M/20M for residential units and 1G/1G for common space bandwidth requirements. All residential speeds listed are the minimum required. Offerors are welcome to provide higher capacity speeds for the tiers identified, however no additional points will be

awarded for higher capacity speeds.

- 2.1.6 Provide details on how such installations will occur and proposed installation methods to provide services as outlined in 2.1.1 and 2.1.4. Minimal disruption to the resident's space is desired; please provide details on how such disruption to residents will be minimized.
- 2.1.7 Provide a detailed timeline to the extent reasonable to complete installations at all locations. Offeror's timeline must be approved by HPHA and may be modified based on the HPHA renovation and installation project plans before winning offeror's contract agreement is fully executed. For RFP evaluation purposes, the shortest timeframe to complete infrastructure build is desired. Installation and service availability must be completed by **December 2026**.
- 2.1.8 Installation, set-up, and service costs for all buildings (and all units and community rooms) listed in Appendix D must be provided on the Appendix D to complete the RFP. A response will be disqualified if build and service costs are not provided for all buildings (and all units and community rooms).
- 2.1.9 HPHA may elect to only contract and set-up certain locations. Any such determination will be made at HPHA's sole discretion. Offerors must provide pricing to all locations to ensure consistent scoring.
- 2.1.10 For this RFP actual contracted amount will be **ONLY** the Project Installation and set-up Costs. The Service Costs are to be used for determining the point totals for the Price Proposal, however Service Costs provided in the RFP response must be offered to HPHA and its residences for the duration of the term as listed in the Scope of Work.
- 2.1.11 Offerors must be aware of and adhere to Federal US Housing and Urban Development construction standards and guidelines.
- 2.1.12 All installations are non-exclusive and will be open-access. While the winning bidder has first right of refusal to EXISTING HPHA infrastructure, other providers shall have access to the buildings and HPHA infrastructure at a later date. HPHA does not guarantee that all units can be reached using existing infrastructure.

2.2 Minimum Qualifications

2.2.1 Offeror Experience

- Current Hawaii based wireline carrier and Internet Service Provider with an established record of providing (and supporting) residential and commercial Internet service.
- Provide details on customer technical support offerings and service.
- Provide details on any service level agreements.

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. Price Proposal
4. Appendices

3.1.1 EXECUTIVE SUMMARY

Offeror shall submit an Executive Summary outlining the key elements of the proposal. The summary shall be a maximum of 1 (one) page in length.

3.1.2 TECHNICAL PROPOSAL

Offeror shall submit a technical proposal that addresses all items in Section 2, Scope of Work, how the Offeror meets the Minimum Requirements.

3.1.3 PRICE PROPOSAL

Offeror shall submit a price proposal to meet all requirements in Section 2, Scope of Work. Price shall be inclusive of all taxes, shipping and handling. Refer to Appendix C for specific format directions.

3.1.4 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 - Pricing Proposal

Appendix D - Hawaii Public Housing Authority Building Details (attached excel)

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 Information Technology Services 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 4.6 of the RFP, including Attachments.

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

Respectfully submitted,

Authorized Signature

Date

Printed Name

Title

Email Address

Telephone

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

Federal EIN

Remittance Address

City, State, Zip Code

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

Appendix B

OFFEROR PROFILE

(All items must be provided to be considered)

Company Name _____ Type of Company _____

Address _____ Total # Full Time Employees _____

_____ Phone Number _____

Email _____ Federal ID # _____

Company Start Date _____ State ID # _____

Project Manager / Principal Contact (Attach Bio) _____

Assigned Employees (Attach Bios) _____

(Attach Additional Listings)

Signature _____ Date _____

Position/Title _____

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

Appendix C

PRICE PROPOSAL

Complete the Bid Price Response below.

The Price Response Form comprises three sections. Fill out the corresponding columns in Appendix D and enter the results into the Pricing Response Form.

1. **Total Project Build Costs (Installation/Set-up):** Provide the total infrastructure build out costs for all project locations.
2. **Total Bulk Service Costs:** Provide bulk service cost (\$/month) at two tiers with a minimum of 100M/20M and 100M/100M for 100% of residents of the unit subscribed to the speed tiers.
3. **Total Individual Residential Service Costs:** Provide individual residential service costs (\$/month) at two tiers with a minimum of 100M/20M and 100M/100M.

These values will be used to calculate the points for the Pricing Proposal.

Actual contracted amount will be **ONLY** the Project Build Costs. The Service Costs are to be used for determining the point totals for the Pricing Response, however Service Costs provided will be expected to be offered to HPHA and its residences. HPHA does not and cannot guarantee a minimum number of residences that would subscribe to the Offerors services. **Offerors should be aware that not all sites may be built depending on results of the build out costs or any other reasons that HPHA may elect to not upgrade the building at this time. The decision to what site is actually built is at the sole discretion of HPHA. Costs for all sites must be provided to avoid disqualification of the bid response.**

In the event that a response provides a minimum speed tier that is greater than 100M/20M, that tier shall be used for the minimum tier. No additional points shall be awarded for speeds exceeding 100M/20M. Likewise for the symmetrical 100M/100M, the lowest symmetrical speed tier that is equal to or greater than 100M/100M shall be used for scoring, no additional points shall be awarded for speeds exceeding 100M/100M.

BID PRICE RESPONSE

- A. Total Project Build (Installation/Set-up) Costs _____
- B. Total Bulk Service Costs
 - a. 100M/20M Monthly Cost _____
 - b. 100M/100M Monthly Cost _____
- C. Total Individual Residential Service Costs
 - a. 100M/20M Monthly Cost _____
 - b. 100M/100M Monthly Cost _____

Appendix D

HAWAII PUBLIC HOUSING AUTHORITY BUILDING DETAILS (Excel file)

Definitions of Sheets

Project Summary

The summary sheet lists each project location, the number of units, main address of the project, whether it has a community room, and the type of project (Federal or State). This sheet should be used to compute the Total Build Cost and Total Service costs for both Bulk and Individual rates.

Unit Details

The Unit Details sheet lists each unit's physical address and its corresponding project.

Community Room Summary

The Community Room Summary sheet lists each project that has a community room as well as the community room's address.

Bulk Rate Definition

Bulk Rate is defined as 100% of units in a project will be provided the speed tiers as shown and recurring cost for 100% of the units will be paid for by an entity. Offerors should be aware that such a program has not yet been defined or implemented by either the State or the Federal Government. The RFP is requesting a Bulk Rate discount in the event that such a program is offered in the future. In the event that such a program is offered and implemented, the winning Offeror will be held to the costs provided in this RFP for a duration of 10 years from the award of the RFP.

SECTION 4 – EVALUATION OF PROPOSALS AND BASIS FOR AWARD

4.1 EVALUATION OF OFFEROR PROPOSALS

All responsive proposals received by the Closing Date for Receipt of Proposals of 5:00PM Hawaii Standard Time, September 30, 2024, 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 Delegated Procurement Officer, who may also be a representative on the committee. The Delegated Procurement Officer will review the RFP and the evaluations before the selection of a Contractor. The firm with the highest score according to the criteria shown in this section shall be awarded the contract.

4.3 CRITERIA FOR PROPOSAL EVALUATION AND SCORING METHOD

The scoring and subsequent ranking of each proposal will be based on a scoring method using weighted formulas for overall solution, minimum qualifications, and price. The total score for each proposal will be on a scale of 0 to 110 points. Three general categories will be used to evaluate the proposals:

<u>Category</u>	<u>Maximum Number of Points per Category</u>	
Overall Solution	40	
A. Minimum disruption to resident's space (15 points)		
B. Shortest duration for construction (15 points)		
C. 1 Gbps Community Room (10 points)		
Minimum Qualifications	10	
A. Providing service to all project locations		5
Price	55	
Total	110	

4.3.1 DETAILED EVALUATION FORMULA FOR PROPOSED PRICE

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

Price	Maximum Number of Points
Project Build Price	20
Bulk Monthly Price 100X20	5
Bulk Monthly Price 100X100	5
Individual 100X20 Price	10
Individual 100X100 Price	5
Community Room 1G/1G Price	10

The proposal that offers the lowest price shall receive the maximum points for the pricing category. The points allocated to higher priced proposals shall be equal to the lowest proposal price multiplied by the maximum points and then divided by the higher proposal cost. The computation shown will be done for each of the price breakdowns and summed to obtain the total pricing score.

Example: Maximum points for Project Build Pricing = 20 points

Offeror A Total: \$250,000 (lowest cost) = Awarded 20 points

Offeror B Total: \$275,000 (higher cost) = $20 \times (250,000/275,000)$ = Awarded 18.2 points

Offeror C Total: \$350,000 (higher cost) = $20 \times (250,000/350,000)$ = Awarded 14.3 points

Offeror who provides 1 Gbps Community Room at zero cost will receive 10 points. Any other service cost provided will receive 0 points.

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 ORAL PRESENTATIONS

[Reserved]

4.6 REQUIREMENTS FOR AN AGREEMENT FOR SERVICES WITH THE

RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII

The selected Offeror must submit the following documentation prior to execution of an Agreement for Services with the Research Corporation of the University of Hawaii:

1. Tax clearance from the Hawaii Department of Taxation and the U.S. Internal Revenue Service. *See* Section 1.7 of this RFP.
2. 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, Attachment D – Standards of Conduct Declaration, and Attachment E – Insurance Requirements. 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 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, RCUH shall have the right to terminate this Agreement in whole or in part, by giving written notice to CONTRACTOR at least seven (7)

calendar days (or any longer time as specified by RCUH in writing) before the effective date of termination. The notice shall provide CONTRACTOR with an opportunity to cure its default or take satisfactory corrective action within the seven (7) days (or other longer time as specified by RCUH). In the case of a partial termination, CONTRACTOR shall continue performance of this Agreement to the extent it is not terminated.

- b. CONTRACTOR shall, within four (4) weeks of the effective date of such termination (or within four (4) weeks of the scheduled expiration of the time of performance specified in this Agreement, whichever is earlier), compile and submit in an orderly manner to RCUH an accounting of the work performed up to the effective date of termination or expiration. In such event, CONTRACTOR shall be paid for the actual cost of the services rendered, but in no event more than the total compensation payable to CONTRACTOR under this Agreement.
- c. As of the date of termination provided in the notice, CONTRACTOR shall incur no further obligations in connection with the terminated performance, and CONTRACTOR shall stop performance to the extent specified. CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance, subject to RCUH's approval. RCUH may choose to direct CONTRACTOR to assign CONTRACTOR's right, title, and interest under terminated orders or subcontracts to RCUH.
- d. CONTRACTOR shall not be relieved of liability to RCUH for damages sustained because of any breach by CONTRACTOR of this Agreement, including but not limited to RCUH's procurement of similar goods and services in a manner and upon terms deemed appropriate by RCUH. In such an event, RCUH may retain any amounts which may be due and owing to CONTRACTOR until such time as the exact amount of damages due to RCUH from CONTRACTOR has been determined. RCUH may also set off any damages so determined against the amounts retained.
- e. Upon termination of this Agreement (or upon the scheduled expiration of the time of performance specified in this Agreement, whichever is earlier), all finished and unfinished material prepared by CONTRACTOR shall, at RCUH's option, become RCUH's property and, together with all material, if any, provided to CONTRACTOR by RCUH, shall be delivered and surrendered to RCUH on or before the expiration date or date of termination. For purposes of this Agreement, "material" includes but is not limited to any information, data, reports, summaries, tables, maps, charts, photographs, films, graphs, studies, recommendations, program concepts, titles, scripts, working papers, files, models, audiotapes, videotapes, computer tapes, cassettes, diskettes, documents, and records developed, prepared, or conceived by CONTRACTOR in connection with this Agreement, or furnished to CONTRACTOR by RCUH. Additionally, CONTRACTOR shall take timely, reasonable, and necessary action to protect and preserve property and materials in the possession of CONTRACTOR, in which RCUH has an interest.

10. Termination of Agreement for Convenience.

- a. RCUH may terminate this Agreement without statement of cause at any time, in whole or in part, by giving written notice to CONTRACTOR of such termination at least thirty (30) calendar days before the effective date of such termination. In the event of a partial termination, CONTRACTOR shall continue performance of this Agreement to the extent it is not terminated.
 - b. Upon termination of this Agreement, CONTRACTOR shall, within four (4) weeks of the effective date of such termination, compile and submit in an orderly manner to RCUH an accounting of the work performed up to the effective date of termination. In such event, CONTRACTOR shall be paid for the actual cost of the services rendered, but in no event more than the total compensation payable to CONTRACTOR under this Agreement.
 - c. As of the date of termination provided in the notice, CONTRACTOR shall incur no further obligations in connection with the terminated performance, and CONTRACTOR shall stop performance to the extent specified. CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance, subject to RCUH's approval. RCUH may choose to direct CONTRACTOR to assign CONTRACTOR's right, title, and interest under terminated orders or subcontracts to RCUH.
 - d. All finished and unfinished material prepared by CONTRACTOR shall, at RCUH's option, become RCUH's property and, together with all material, if any, provided to CONTRACTOR by RCUH, shall be delivered and surrendered to RCUH on or before the date of termination. For purposes of this Agreement, "material" includes but is not limited to any information, data, reports, summaries, tables, maps, charts, photographs, films, graphs, studies, recommendations, program concepts, titles, scripts, working papers, files, models, audiotapes, videotapes, computer tapes, cassettes, diskettes, documents, and records developed, prepared, or conceived by CONTRACTOR in connection with this Agreement, or furnished to CONTRACTOR by RCUH. Additionally, CONTRACTOR shall take timely, reasonable, and necessary action to protect and preserve property and materials in the possession of CONTRACTOR, in which RCUH has an interest.
11. Compliance with Laws. CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, which in any way affect CONTRACTOR's performance of this Agreement.
 12. Indemnification and Defense. CONTRACTOR shall defend, indemnify, and hold harmless RCUH, the 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 or the University of Hawaii to be necessary, CONTRACTOR, the University of Hawaii, 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, Jurisdiction and Venue. The validity of this Agreement and any of its terms and/or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Agreement shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.
20. Notices. Any written notice required to be given by a party to this Agreement shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid, to RCUH at its address, and to CONTRACTOR at its address, as indicated in this Agreement. A notice shall be deemed to have been received by the recipient three (3) days after mailing or at the time of actual receipt, whichever is earlier.
21. Severability. In the event that any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or

enforceability of the remaining terms of this Agreement, provided that the remaining terms and conditions of this Agreement remain legal and enforceable.

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

Attachment C. Special Conditions for Services Agreements

FEDERAL PROVISIONS

1. If federal funds (under a federal grant) are expended under this Agreement, CONTRACTOR shall comply with the applicable provisions of RCUH [Attachment 32a](#).
2. If federal funds (under a federal prime contract) are expended under this Agreement, CONTRACTOR shall comply with the applicable provisions of RCUH [Attachment 32b](#).
3. If federal funds (under a cost-type prime cost reimbursable contract) are expended under this Agreement, and CONTRACTOR is a commercial entity in possession of government property, CONTRACTOR shall comply with the applicable provisions of RCUH [Attachment 32c](#).
4. If federal funds (under a cost-type prime cost reimbursable contract) are expended under this Agreement, and CONTRACTOR is an educational or nonprofit entity in possession of government property, CONTRACTOR shall comply with the applicable provisions of RCUH [Attachment 32d](#).

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

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. References to “Employee”, below, includes all State of Hawai'i employees, including RCUH and UH employees. (HRS § 84-3).

On behalf of _____ (CONTRACTOR), the undersigned does declare, under penalty of perjury, as follows:

1. CONTRACTOR (is) (is not) a legislator, an Employee, or a business in which a legislator or employee has a “Controlling interest”. (HRS § 84-15(a)).
2. CONTRACTOR (is) (is not) a UH or RCUH employee. (2 C.F.R. § 200.459 Professional service costs).
3. CONTRACTOR has not been, and will not be, represented or assisted personally on matters related to this Agreement by an individual who has been an employee of RCUH or UH within the preceding two years, and who participated while so employed in the matter with which this Agreement is directly concerned. (HRS § 84-15(b)).
4. CONTRACTOR *has not* been assisted or represented by a legislator or Employee for a fee or other compensation to obtain this Agreement, and *will not* be assisted or represented by a legislator or Employee for a fee or other compensation in the performance of this Agreement, if the legislator or Employee was involved in the development or award of this Agreement. (HRS § 84-14(d)).
5. CONTRACTOR has not been, and will not be, assisted or represented by an employee of RCUH or UH for a fee or other compensation.
6. CONTRACTOR has not been, and will not be, represented on matters related to this Agreement, for a fee or other consideration by an individual who, within the past twelve (12) months, served as a legislator or Employee, and participated while a legislator or Employee on matters related to this Agreement. (HRS §§ 84-18(b) and (c)).
7. CONTRACTOR has not been, and will not be, represented by a former employee of RCUH or UH for a fee or other compensation, where that former employee served as an employee of RCUH or UH within the past twelve (12) months.

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

CONTRACTOR

By

Its

(Title)

Date

* Reminder to the Project. If the "(is)" in No. 1 and/or 2 above is selected: (a) contact RCUH Procurement prior to executing this Agreement; and (b) if this Agreement involves goods or services of a value in excess of \$10,000, this Agreement must have been awarded by a competitive sealed bid or proposal. Otherwise, the Project may not enter into this Agreement unless it posts a notice of intent to award this Agreement and files a copy of the notice with the Hawaii State Ethics Commission at least 10 days before this Agreement is awarded. (HRS § 84-15(a)).

Attachment E. Insurance Requirements

CONTRACTOR shall maintain Commercial General Liability insurance acceptable to RCUH in full force and effect throughout the term of this AGREEMENT. The policy or policies of insurance maintained by the CONTRACTOR shall provide a minimum Combined Single Limit Coverage (bodily injury and property damage) in the amount of \$1,000,000 per occurrence and \$5,000,000 general aggregate per policy year. Insurance shall be in force the first day of the term of the AGREEMENT.

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

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

Each insurance policy and certificate of insurance required by the AGREEMENT shall:

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

Clauses a and b are waived for any professional liability (errors and omissions) insurance, workers' compensation.

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

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

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

CONTRACTOR agrees to deposit with RCUH, on or before the effective date of the AGREEMENT, certificates of insurance necessary to satisfy RCUH that the insurance provisions of the AGREEMENT

have been complied with and to keep such insurance in effect and the certificates therefore on deposit with RCUH during the entire term of the AGREEMENT.

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

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

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