

REQUEST FOR PROPOSALS (RFP) NO. 24-1759  
TO PROVIDE  
BUILDING RESEARCH COMPETITIVENESS  
ACROSS THE UNIVERSITY OF HAWAII SYSTEM  
UNIVERSITY OF HAWAII  
HONOLULU, HAWAII

JULY, 2024

BOARD OF REGENTS  
UNIVERSITY OF HAWAII  
HONOLULU, HAWAII

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## NOTICE TO OFFERORS

The University of Hawaii RFP No. 24-1759, to Provide Building Research Competitiveness Across the University of Hawai'i System is issued and will be awarded through the State of Hawaii's electronic procurement system (HlePRO). **All proposal responses must be submitted electronically through HlePRO no later than 2:30 p.m., August 1, 2024.** Proposal received after the due date and time or received in a form other than electronically through HlePRO will not be considered.

Offerors are advised that they should not wait until the last minute to submit their proposal through HlePRO. Offerors are solely responsible for ensuring that their electronic submission through HlePRO is complete and all necessary files are attached to their offeror prior to the RFP due date and time. The University shall not be responsible for any delay or failure of any Offeror to submit any materials updated through the RFP process on a timely basis.

### **Electronic Procurement**

Offerors interested in responding to this electronic solicitation must be registered on HlePRO. To register, visit the following link: [https://hiepro.ehawaii.gov/videos/video/vendor\\_registration.html](https://hiepro.ehawaii.gov/videos/video/vendor_registration.html). Reference the Vendor Quick Reference Guide for additional information at <https://hiepro.ehawaii.gov/static-resources/VendorQuickReferenceGuide.pdf>.

HlePRO will be the system of record for the issuance of the the RFP, to receive the proposal requirements, issue Amendments, and make award for the RFP. Amendments and other information and materials provided through HlePRO, may include additions or changes with respect to the due date and time.

Special instructions in HlePRO related to this solicitation are incorporated herein and made a part of this RFP through reference. Offerors shall review all special instructions located in HlePRO.

### **Questions and Clarifications**

All questions and requests for clarifications must be submitted electronically through HlePRO. Questions must be submitted by **July 15, 2024**. Responses will be posted on **July 22, 2024**.

The University may refuse to answer any questions received outside of HlePRO or after the Questions/Answers deadline.

David Lassner  
President, University of Hawaii

Posting Date: July 1, 2024

***Vendors are responsible for notifying the Procurement Specialist Michele Elmore (e-mail: [mseamore@hawaii.edu](mailto:mseamore@hawaii.edu)) for accessibility concerns related to this RFP.***

NOTICE TO OFFERORS

## **SECTION 1 ADMINISTRATIVE OVERVIEW**

### **1.1 INTRODUCTION**

This Request for Proposals (RFP) is being issued to solicit proposals from Offerors who wish to be considered to serve as consultants and advisors to assist the University of Hawaii and its faculty in increasing their competitiveness for extramural research, training, and educational funding from federal and non-federal sources.

### **1.2 AUTHORITY**

This Request for Proposals (RFP) is issued under the provisions of the Hawaii Revised Statutes, Chapters 103 and 103D. All prospective Contractors are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any prospective Contractor shall constitute admission of such knowledge on the part of such prospective Contractor.

### **1.3 RFP ORGANIZATION**

This RFP is organized into the following sections:

Section 1, Administrative Overview -- Provides Offerors with general information on the objectives of this RFP, procurement schedule, and procurement overview.

Section 2, Scope of Work -- Provides Offerors with a general description of the tasks to be performed, delineates University and Contractor's responsibilities, and defines deliverables.

Section 3, Proposal Requirements -- Describes the required format and content for the Offeror's proposal.

Section 4, Criteria to Evaluate Proposals -- Describes how proposals will be evaluated by the University of Hawaii.

Section 5, Special Provisions -- Provides Offerors the terms and conditions under which the work will be performed.

1.4 SCHEDULE OF KEY DATES

The schedule of key dates set forth herein represents the University'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 Director, Office of Procurement Management:

RFP Advertised and Issued	July 1, 2024
Closing Date for Submission of Questions	July 15, 2024
University Response to Offeror's Questions	July 22, 2024
Closing Date for Receipt of Proposals	August 1, 2024
Proposal Review Period	August 5, 2024
Discussion with Priority Listed Offerors (if necessary)	August 7, 2024
Best and Final Offer (if necessary)	August 16, 2024
Contractor Selection and Award (Tentative)	August 19, 2024
Contract Start Date (Tentative)	September 1, 2024

1.5 SUBMISSION OF QUESTIONS

Offerors may submit questions via HlePRO. The deadline for submission of questions is no later than **2:30 p.m., Hawaii Standard Time, on July 15, 2024.**

Responses to question submitted via HlePRO will be made no later than 4:00 p.m., Hawaii Standard Time, on July 22, 2024.

1.6 SUBMISSION OF PROPOSALS

Offerors shall read, complete, and submit all required information as specified in the Request for Proposals. All proposals must be submitted via HlePRO by the date and time specified on the NOTICE TO OFFERORS. No hardcopy proposals will be accepted.

1.7 COSTS FOR PROPOSAL PREPARATION

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

## 1.8 DISQUALIFICATION OF PROPOSALS

The University reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the scope of the 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 may be disqualified and the proposal may be automatically rejected for any one or more of the following reasons:

1. The proposal shows any noncompliance with applicable law.
2. The proposal is conditional, incomplete, or irregular in such a way as to make the proposal indefinite or ambiguous as to its meaning.
3. The proposal has any provision reserving the right to accept or reject award, or to enter into a contract pursuant to an award, or provisions contrary to those required in the solicitation.
4. The Offeror is debarred or suspended.

## 1.9 PROCUREMENT OFFICER

This RFP is issued by the Office of Procurement Management, University of Hawaii. The Procurement Officer responsible for overseeing the contract is Karlee Hisashima, Interim Director of the Office of Procurement Management.

## 1.10 TECHNICAL REPRESENTATIVE OF THE PROCUREMENT OFFICER (TRPO)

The individual listed below is the Technical Representative of the Procurement Officer (TRPO):

Vassilis L. Syrmos  
Vice President for Research and Innovation  
University of Hawai`I System  
Telephone: (808) 956-5006  
Email: uhovpri@hawaii.edu

## 1.11 ISSUING OFFICER

The individual listed below is the issuing officer and the official contact for all communication regarding this RFP:

Michele Elmore  
Office of Procurement Management  
University of Hawaii  
1400 Lower Campus Road, Room 15  
Honolulu, Hawaii 96822  
Phone: (808) 956-2122  
Email: mselmore@hawaii.edu

1.12 CHANGES TO CONTRACTOR'S FEE

It is recognized that 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 University in defending the correctness of the claim for reimbursement. If the disallowance or adjustment is upheld, then the Contractor will participate in the payback to the extent the amount of the disallowance or adjustment contributed to the total fee received by the Contractor. Payment to the University shall be made within THIRTY (30) calendar days from which official notice is received by the Contractor from the University.

1.13 RFP AMENDMENTS

The University reserves the right to amend the RFP any time prior to the closing date for best and final offers.

1.14 AWARD ON INITIAL PROPOSALS

The University may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Offeror's best terms.

1.15 AVAILABILITY OF FUNDS

Offerors are advised that the award of this contract is contingent upon availability of funds. If funds are not available, the University reserves the right not to make award of this contract.

1.16 NOTICE TO PROCEED

The University shall not be responsible for work done, even in good faith, prior to the University's Notice to Proceed unless specific provisions are made in the contract.

1.17 RFP SUBMITTALS BECOME PROPERTY OF THE UNIVERSITY

All proposals and other material submitted shall become the property of the University and may be returned only at the University's option.



## **SECTION 2 SCOPE OF WORK**

### **2.1 SCOPE OF WORK:**

The University of Hawaii (UH) is seeking to build a long-term relationship with an organization with the knowledge base and skill set described in this RFP. It is our desire to develop and grow a partnership whereby the successful Offeror's knowledge of the UH campuses, their strengths and their challenges, will deepen over time and lead to more productive interactions each year.

The Offeror will provide advice and counsel to the University of Hawaii to increase the competitiveness of UH faculty and programs for extramural research, training, and education funding. Working at the direction of the Vice-President for Research and Innovation (VPRI) and through its own research and evaluation of assets in the University of Hawaii System, the Offeror will provide strategic guidance for UH and its research enterprise. It will provide direction to the University on federal agency and non-federal organization funding opportunities and advocate for the University within those federal and non-federal organizations.

The Offeror will conduct at least one site visit to Hawaii each year (3-day minimum) that will include strategy meetings with UH leadership, interactions with government officials and community leaders, and proposal development work with faculty.

The Offeror will provide proposal development guidance for individual UH faculty, largescale proposal refinement for select groups of faculty and internal and external presubmission reviews of those proposals. The VPRI will refer proposals to the Offeror from select faculty and faculty groups on an ad-hoc basis for proposal assistance. Criteria for selected proposals may include those serving the UH System, proposals from new investigators, key strategic proposals serving a specific campus or group of faculty, and/or large (>\$1M), complex (multi-jurisdictional, inter-institutional, multiagency, transdisciplinary, etc.), or center-like proposals. Typically, the Offeror can expect to review and provide feedback on 3-4 large, collaborative, complex proposals and 10-12 smaller proposals each year. However, these figures may vary.

For each proposal, the Offeror will provide at least one internal and one external review. The internal review must include a critique of the non-technical aspects of the proposal (i.e., idea presentation and development; proposal structure, wording and formatting, and responsiveness to guidelines). The external review must be conducted by a nationally prominent subject-area expert and must provide a critical analysis and critique of the proposal and strengthening recommendations. The Offeror-affiliated staff and/or the subject-area expert must be available for a follow-up telephone conference (if any) with the UH Project Investigator and any other UH official to discuss the proposal review and to field questions. In addition, the Offeror and its network of disciplinary consultants must be available to review subsequent drafts of the revised proposal or revisions to a declined proposal that is being resubmitted.

The vendor must specify how much advance notice they will require in order to complete a comprehensive review (i.e. external and internal reviews) of each proposal submitted.

## 2.2 MINIMUM QUALIFICATIONS

The Offeror shall address each of the following minimum qualifications in their proposal and may include additional information regarding desirable qualifications.

1. Broad-based understanding of the federal grant and contract process.
2. Ability to assist in proposal development for federal research and education agencies and familiarity with major private foundations (e.g. Gordon & Betty Moore, W. M. Keck, Bill & Melinda Gates, etc.).
3. Ability to conduct pre-reviews, utilizing a network of national multi-disciplinary and subject area experts.
4. Ability to meet short deadlines and provide rapid turnaround times.
5. Ability to work across all required elements in proposal development, including research, technology, education, diversity, workforce development, and outreach.
6. Documented record of successful federal agency proposal development.
7. Documented record of successful private foundation proposal development.

## 2.3 DESIRABLE QUALIFICATIONS

1. Experience working with underrepresented minority serving institutions, especially Native Hawaiian serving institutions.
2. Familiarity with the University of Hawaii System.
3. Working knowledge of the Hawaii State Legislature.

The offeror will be required to submit an annual report of the activities undertaken as part of this contract. The report shall include details of all meetings with University of Hawaii leadership and faculty, and will document all proposal activity (number of reviews, success rates, awards secured, resubmittals, etc.) for each year.

## **SECTION 3 PROPOSAL REQUIREMENTS**

### **3.1 INTRODUCTION**

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

The Proposal shall include the following subsections:

- Proposal Letter
- Business Classification
- Offeror's Experience
- Executive Summary
- Project Narrative
- Fee Structure
- Project Schedule
- References

Offeror's proposals should include each of the appendices and be placed in the order provided in sections 3.2 through 3.8. To assist the Offeror, a checklist and Appendices A through G are provided as a separate document.

### **3.2 PROPOSAL LETTER (Appendix A)**

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

### **3.3 BUSINESS CLASSIFICATION CERTIFICATION STATEMENT (Appendix B)**

OFFERORS shall complete and submit the Business Classification Certification Statement document with the proposal.

### 3.4 EXECUTIVE SUMMARY (APPENDIX C)

Offeror shall provide a succinct (less than two pages) overview of the Offeror's assessment of the work to be performed. The section should outline the key elements of the proposal and demonstrate a clear understanding of the concepts presented and desired overall performance expectations presented in this RFP.

### 3.5 PROJECT NARRATIVE (Appendix D)

- A. 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.
- B. Provide the following information about the offeror:
  1. Name and address of Offeror. Name of official who will coordinate all activities related to this project including telephone, fax and electronic mail address. Please also include local office(s) or proposed location of office(s).
  2. Biographical summaries of the lead business contact and other key team members shall be included in the proposal (to be included with Appendix D, described below). For members not yet identified, describe the process used to identify them.

This section should constitute the majority of the proposal and shall contain at least the following information:

- A complete narrative of the vendor's assessment of the work to be performed, the vendor's ability and approach, and the resources necessary to fulfill the requirements. The narrative should demonstrate the vendor's understanding of the desired overall performance expectations.
- A specific point-by-point response, in the order listed, to each required Offeror minimum qualification in Section 2.2 (Minimum Qualifications) in the RFP. The response should identify each requirement being addressed as enumerated in the RFP.
- A statement, if any, addressing each of the three (3) Desirable Qualifications found in Section 2.3.
- A description and explanation of alternatives or options.

3.6 FEE STRUCTURE (Appendix E)

The Offeror shall provide an anticipated cost analysis based on the statement of work in Section 2 (Scope of Work). This cost analysis should include anticipated number of hours, rate types and hourly rates for each person in spreadsheet form. Figures should also include anticipated consulting fees to multi-disciplinary and subject area experts as well as any contingency cost estimates and possible expenses not covered elsewhere. The final contract price will be based on a monthly retainer plus an annual fixed travel budget. Payment for travel will be for only actual allowable costs.

3.7 PROJECT SCHEDULE (Appendix F)

Performance of this contract will be driven by the proposal needs of the UH faculty. Month-to-month effort may vary significantly due to variability in funding cycles and proposal due dates. Site visits will be scheduled at mutually agreeable times. The annual report will be due no less than 60 days prior to the anniversary of the start date of this contract as stated in the Notice to Proceed letter.

The contract is anticipated to be for FIVE (5) years, subject to availability of funding and satisfactory annual performance reviews.

3.8 REFERENCES/RECOMMENDATIONS (Appendix G)

Offerors shall provide a minimum of at least FIVE (5) references, preferably within the last five years, who can attest to the reliability of the Offeror's service and personnel in the analysis of building research competitiveness across a university system. Furnish the names of companies, addresses, numbers, and contact persons. The University reserves the right to contact the references for additional information. Examples of reports of comparable work are also requested.

3.9 OFFEROR'S PROPOSAL SUBMITTALS CHECK LIST

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

- 1) \_\_\_\_\_ Appendix A, Proposal Letter (If applicable, shall include a corporate seal and an Evidence of Authority if the individual signing the proposal on behalf of the company is not the corporate president.)
- 2) \_\_\_\_\_ Appendix B, Business Classification Certification Statement
- 3) \_\_\_\_\_ Appendix C, Executive Summary
- 4) \_\_\_\_\_ Appendix D, Project Narrative
- 5) \_\_\_\_\_ Appendix E, Fee Structure
- 6) \_\_\_\_\_ Appendix F, Project Schedule
- 7) \_\_\_\_\_ Appendix G, References/Recommendations

## **SECTION 4 CRITERIA TO EVALUATE PROPOSALS**

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly, and impartially. Contracts will be awarded to responsive, responsible Offerors whose proposals are determined in writing to be the most advantageous to the University taking into consideration the evaluation factors set forth in this RFP.

A committee will evaluate and score each proposal submitted based on the following criteria:

4.1 The Offeror provides the mandatory requirements as follows:

Appendices A through G and meet the minimum qualifications.

4.2 Evaluation Process:

The University may award a contract based on the initial proposals received. Therefore, each proposal should contain the Offeror's best terms from a cost and performance standpoint.

Only those proposals which substantially meet all of the terms, conditions, and requirements specified in this RFP shall be considered. All other proposals shall be considered as non-responsive and will be eliminated from the evaluation and selection process.

Entirely at the University's option, offerors who submit proposals which qualify for evaluation and selection may be afforded the opportunity to revise their proposals, including compensation, so as to present their best and final offer and clarify the proposal.

Proposals will be reviewed by a committee, whose findings and evaluation will determine the successful awardee.

The committee shall evaluate the proposals received based on the criteria set forth below in 4.3 Criteria for Proposal Evaluation and Scoring Method. Each individual on the evaluation committee will provide scores for each Offeror not to exceed the maximum amount of points allowed (300 points). The scores for all of the individuals on the evaluation committee will be totaled for each Offeror. Award of the contract, if awarded, shall be made to the Offeror receiving the highest total evaluation score.

4.3 Criteria for Proposal Evaluation and Scoring Method:

Evaluation and scoring for each proposal submitted will be based on the following criteria: Total of 300 points

The scoring and subsequent ranking of each proposal will be based on a scoring method using weighted formulas for technical merit, price, schedule, and qualifications.

Information obtained from contacted references will be factored into the scoring for the Price, Schedule, and Qualifications criteria as described in this section. The total score for each proposal will be on a maximum of 300 points. Three general categories will be used to evaluate the proposals:

<b><u>Category</u></b>	<b><u>Maximum Number of Points</u></b>
Strategic Guidance	100
Proposal Development	100
Proposal Quality, Qualifications & Cost	100
<b>TOTAL POINTS</b>	<b>300</b>

4.4 Provides evidence that the Offeror meets the University’s Strategic Guidance requirements as follows:

<b>Strategic Guidance</b>	<b>Maximum Number of Points (100)</b>
Offeror’s knowledge of the University of Hawaii System and understanding of its research enterprise.	40
Evidence of direct interactions with federal and non-federal funding agencies.	40
Effectiveness of the Offeror’s firm in assisting clients with local advocacy in their government and business communities.	20

4.5 Provides evidence that the Offeror meets the University’s Proposal Development requirements as follows:

<b>Proposal Development</b>	<b>Maximum Number of Points (100)</b>
Experience working directly with research faculty including new investigators.	35
Previous experience in developing large collaborative proposals with a variety of federal research and education agencies and major private foundations.	25
Evidence of a network of national multi-disciplinary and subject area experts who are able to respond quickly to requests for proposal reviews.	20
Experience developing complex proposals that serve multiple disciplines, multiple institutions, and/or multiple funding agencies.	20

4.6 Provides evidence that the Offeror meets the University's Proposal Quality, Qualifications and Cost requirements as follows:

Proposal Quality, Qualifications, and Cost	Maximum Number of Points (100)
Thoroughness and comprehensiveness of the proposal.	20
Qualifications of the Offeror's firm and staff.	25
Interviews with current and/or recent clients from Appendix G.	20
<p>Overall, a maximum of THIRTY-FIVE (35) points of the total evaluation points will be assigned to evaluate cost. In converting cost to points, the lowest cost proposal will automatically receive the maximum number of points. The point allocations for cost on the other proposals will be determined through the method set forth as follows:</p> <p>[Lowest Cost Proposal x 35 points (max.)] / [Offeror Proposal Cost] = Points</p>	35



## **SPECIAL PROVISIONS**

### **5.1 SCOPE**

Providing Building Research Competitiveness Across the University of Hawaii System shall be in accordance with the terms and conditions of RFP No. 24-1759 and the General Provisions dated September, 2013 included by reference. The General Provisions may be viewed at: <https://www.hawaii.edu/procurement/vendor-info/terms-and-conditions/general-provisions-for-goods-and-services/>

### **5.2 TECHNICAL REPRESENTATIVE OF THE PROCUREMENT OFFICER (TRPO)**

The Technical Representative of the Procurement Officer is Vassilis Syrmos, Vice President for Research and Innovation, telephone: (808) 956-5006 or email: [uhovpri@hawaii.edu](mailto:uhovpri@hawaii.edu).

### **5.3 OPENING OF PROPOSALS**

Proposals will be opened at the date and time specified in Subsection 1.4, SCHEDULE OF KEY DATES, or as amended, at the proposal submittal office. The proposal opening will not be open to the public. Proposals may be available for public inspection upon notice of award and shall be available for public inspection after the contract is signed by all parties.

### **5.4 DISCUSSION WITH PRIORITY LISTED OFFERORS**

Prior to holding any discussion, a priority list shall be generated consisting of offers determined to be acceptable or potentially acceptable. However, proposals may be accepted without such discussions.

If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may limit the priority list to the three highest ranked, responsible Offerors.

The University may invite priority listed Offerors to discuss with their proposals to ensure thorough, mutual understanding. The University in its sole discretion shall schedule the time and location for these discussions, generally within the timeframe indicated in RFP Schedule and Significant Dates. The University may also conduct discussions with priority listed Offerors to clarify issues regarding the proposals before requesting Best and Final Offers, if necessary.

### **5.5 BEST AND FINAL OFFERS**

Priority-listed offerors may be afforded the opportunity to submit best and final offers as determined by the University. If the University requests best and final offers, and the priority-listed offerors do not submit a new offer, their immediate previous offer shall be considered as their best and final offer. If best and final offers are requested,

and after best and final offers are received, final evaluations will be conducted by the University for purposes of award of the contract.

5.6 CONTRACT INVALIDATION

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

5.7 TERM OF CONTRACT

The initial term of the contract shall be for ONE (1) YEAR commencing on the date designated in the Notice to Proceed. Thereafter, the contract may be renewed from year-to-year for FOUR (4) additional ONE (1) year periods (total of FIVE [5] years), upon mutual agreement of the parties in writing, NINETY (90) days prior to the annual renewal date, contingent upon the availability of funds and annual satisfactory performance reviews. In addition, the University of Hawaii, Office of the Vice-President for Research and Innovation may terminate this contract at any time, upon THIRTY (30) days prior written notice.

5.8 INSURANCE

Contractor shall, and shall ensure that all Contractor Agents shall, during the entire term of the contract, at no cost to University, procure and maintain, or cause to be procured and maintained, the following insurance described below, issued by an insurance company or companies authorized to do business in the State of Hawai'i with at least an A – VII Financial Rating according to the current edition of Best's Key Rating Guide:

A. Required Insurance Coverage.

- (1) Commercial General Liability Insurance. Commercial general liability insurance written on occurrence basis covering claims with respect to injuries or damages to persons or property sustained as a result of the activities of the Contractor and/or the Contractor Agents within, on, or about the Premises and/or the University Campus, with limits not less than the following:

Bodily Injury and Property Damage Combined Single Limit	
\$1,000,000.00 Each occurrence	
\$2,000,000.00 General Aggregate per policy year	
\$2,000,000.00 Products and Completed Operations Aggregate per policy year	
Medical Expenses -- Any one person	\$5,000.00
Personal/Advertising Injury (Included)	\$1,000,000.00
Damage to Rented Premises (Included)	\$250,000.00

Such limits may be achieved through the use of umbrella/excess liability insurance sufficient to meet the requirements of this section 5.11 (Insurance) covering the Contractor's conduct of the services on or within the Premises and/or the University Campus and all of the activities and operations of the Contractor and the Contractor Agents in connection therewith.

- (2) Automobile Insurance. Automobile Liability Insurance to include coverage for any owned, non-owned, leased, or hired automobiles with limits of not less than the following:

Bodily Injury – Per Person	\$1,000,000.00
Bodily Injury – Per Accident	\$1,000,000.00
Property Damage – Each Accident	\$1,000,000.00
Basic No-Fault Insurance	As required by Hawai'i law

In the event there is a change in Hawai'i law regarding financial responsibility and insurance requirements of automobile owners or users which make this requirement obsolete, University shall have the right to impose a new requirement consistent with the then Applicable Laws.

- (3) Workers' Compensation Insurance. Workers' Compensation insurance with respect to work by employees of the Contractor and the Contractor Agents on or about the Premises and/or the University Campus, with coverage, amounts, and limits as required by law.
- (4) Employers Liability Insurance: Employers Liability Insurance with limits not less than:

Bodily Injury – Each Accident	\$1,000,000.00
Bodily Injury by Disease – Policy Limit	\$1,000,000.00
Bodily Injury by Disease – Each Employee	\$1,000,000.00

The Contractor shall ensure that the Contractor Agents (if any) obtain workers compensation and employer's liability insurance with the limits described herein to cover the work performed.

- (5) Professional Liability Insurance: Professional liability insurance coverage consisting of errors and omissions covering contractor against claims which may arise as a consequence of errors or omissions for any negligent actor or omission to act while rendering professional services under the Contract (including any such claims which may arise in connection with the services provided under the contract), with a minimum of \$1,000,000 per claim limit and \$2,000,000 aggregate limit. The provisions of this paragraph shall survive the expiration or earlier termination of the contract.

- B. Common provisions. Each insurance policy that Contractor and/or any of the Contractor Agents are obligated to obtain under the Contract shall be subject to the following:
1. Notice of changes. Contractor will be required to notify University of any cancellation, limitation in scope, material change, or non-renewal of any insurance coverage right away (but no later than five (5) business days of receiving notice from the insurer).
  2. University insurance not primary. Insurance obtained by Contractor and/or any Contractor Agents pursuant to this contract will be primary and any University insurance will apply only in excess of and not contribute with such insurance obtained by Contractor and/or any Contractor Agents.
  3. Name University as an additional insured. University shall be named as an additional insured on all insurance coverage that Contractor and/or any Contractor Agent is required to obtain under the Contract except for Workers Compensation Employers' Liability and Professional Liability insurance.
  4. Waiver of subrogation. All insurance obtained by Contractor will contain a waiver of subrogation endorsement in favor of University.
  5. University not required to pay premiums. Contractor and Contractor Agents will be responsible for paying all costs associated with obtaining the required insurance coverage described in the contract, including all premiums. University will not be responsible for paying any such costs.
  6. Acceptable deductibles. The terms and amounts of any deductibles for the required insurance coverage under the contract must be reasonable and acceptable to University based upon the type of insurance involved and the conduct of the services.
- C. Deposit insurance certificates. Contractor will timely deposit and keep on deposit with University, certificates of insurance necessary to satisfy University that the insurance requirements of the contract have been and continue to be satisfied during the term of the contract.
- D. University may cure failure to obtain/maintain insurance. If Contractor fails to provide and maintain the insurance required by the contract after written notice to comply from University, University may, but shall not be required to, procure such insurance at the sole cost and expense of Contractor, who shall be obligated to immediately reimburse University for the cost thereof plus ten percent (10%) to cover University's administrative overhead.

- E. Lapse in insurance constitutes a breach. Any lapse in, or failure by Contractor or any Contractor Agents to procure and maintain the insurance coverage required under the contract, at any time during and throughout the term of the contract, shall be a breach of the contract and University may terminate the rights of Contractor and all Contractor Agents to conduct the services.
- F. Insurance shall not limit Contractor liability. Obtaining the required insurance coverage will not be construed to limit Contractor's liability hereunder or to fulfill Contractor's indemnification, defense, and hold harmless obligations under the contract. Notwithstanding the required insurance coverage, Contractor shall be obligated for the full and total amount of any damage, injury, or loss arising from acts or omissions of Contractor and/or the Contractor Agents.
- G. University may adjust insurance requirements. University may, upon reasonable notice and reasonable grounds, increase or change the form, type, coverage, or coverage limits of the insurance required hereunder, in which event Contractor shall, and shall cause the Contractor Agents to, obtain insurance, as modified. University's requirements shall be reasonable and shall be designed to provide protection against the kind and extent of risks that exist at the time a change in insurance is required. Contractor shall satisfy all University risk management requirements that are in effect as of the Effective Date and as may be amended from time to time.

#### 5.9 FEES AND SERVICES

All fees and costs quoted herein for building research competitiveness across the University System specified in Section 2, Scope of Work, shall remain firm for the initial term of the contract.

#### 5.10 PAYMENT

The Contractor shall be remunerated upon submission of a properly executed original invoice and ONE (1) copy, indicating the contract number, to the University of Hawai'i Office of the Vice President for Research and Innovation, 2425 Campus Road, Sinclair 10, Honolulu, Hawaii 96822, no later than THIRTY (30) calendar days following the submission of invoice and satisfactory performance of the services.

**APPENDIX A  
PROPOSAL LETTER  
UNIVERSITY OF HAWAII**

We propose to provide the culinary management services named in the Request for Proposals (RFP) No. 24-1759 to Provide Building Research Competitiveness Across the University of Hawaii System, University of Hawaii, Honolulu, Hawaii.

It is understood that this proposal constitutes an offer.

It is understood and agreed that we have read the University of Hawaii's specifications described in the RFP and that this proposal is made in accordance with the provisions of such specifications. By signing this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such specifications.

We agree, if awarded the contract, to deliver goods or services which meet or exceed the specifications.

Respectfully submitted,

\_\_\_\_\_  
Legal Name of Offeror/Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature (original)      **(Typed Name)**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Fax No.

\_\_\_\_\_  
Social Security OR Federal Tax Payer ID No.

\_\_\_\_\_  
Email

\_\_\_\_\_  
Remittance Address (if different from street address)

\_\_\_\_\_  
Hawaii General Excise Tax License No.

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Location of Offeror's Plant

Offeror is:       Individual     Partnership     Corporation\*     Joint Venture

State of Incorporation:     Hawaii     Other:

Is Corporate Seal Available In Hawaii:     Yes\*\*     No

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

\*\*      If yes, affix corporate seal.

APPENDIX B

**BUSINESS CLASSIFICATION CERTIFICATION STATEMENT**

**CONTRACTORS: Please complete the information below.** Terms used are taken from the U.S. Small Business Administration (SBA) Rules and Regulations (<https://www.sba.gov/>) and the U.S. Code of Federal Regulations (CFR). The term "controlled" refers to the management and daily operation of the business concern.

The company identified below (check all that apply):

- 1. \_\_\_\_\_ **IS NOT** a small business concern as defined in the regulations  
**(If you checked here, STOP. GO TO CERTIFICATION BELOW.)**
- \_\_\_\_\_ **IS a small business concern**, defined as one that is independently owned and operated, is organized for profit, is not dominant in its field, meets the SBA size standard eligibility (see reverse side of this form for examples of size standards), is registered and has its status represented in the U.S. Government's System for Award Management (SAM) database. See <http://www.sba.gov/content/what-sbas-definition-small-business-concern>.
- 2. \_\_\_\_\_ IS a **small disadvantaged business concern** of which at least 51% is unconditionally and directly owned and controlled by one or more socially disadvantaged and economically disadvantaged persons who are U.S. citizens. See 13 CFR 124.105 for exceptions.
- 3. \_\_\_\_\_ IS a **women-owned small business concern** of which at least 51% is unconditionally and directly owned and controlled by one or more women who are U.S. citizens. See 13 CFR 127.
- 4. \_\_\_\_\_ IS a **HUBZone small business concern** that meets the certification eligibility requirements set by the U.S. SBA. See 13 CFR 126.
- 5. \_\_\_\_\_ IS a **veteran-owned small business concern** of which at least at least 51% is unconditionally and directly owned by one or more veterans or service-disabled veterans. See 38 CFR 74.
- 6. \_\_\_\_\_ IS a **service-disabled veteran-owned small business concern** of which at least 51% is unconditionally and directly owned by one or more service-disabled veterans. In the case of any publicly owned business, not less than 51% of the stock of which is owned by one or more service-disabled veterans. The management and daily business operations of which are controlled by one or more service-disabled veterans, or in the case of a veteran with a permanent and severe disability, a spouse or permanent caregiver of such veteran. See 13 CFR 125.11 et al.

**CERTIFICATION**

I hereby certify the information supplied herein to be true and correct. (Any misrepresentation shall be subject to the provisions stated in item B on the next page.)

Company Name: \_\_\_\_\_

\_\_\_\_\_  
Signature of Company Officer

Company Address: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Type of Goods/Services: \_\_\_\_\_

North American Industry Classification System (NAICS) Code: \_\_\_\_\_

A. A small business concern is one that is independently owned and operated, is organized for profit, is not dominant in its field, has a place of business in the U.S., and operates primarily within the U.S. or makes a significant contribution to the U.S. economy. Size standard eligibility is based on the average number of employees for the preceding 12 months or on sales volume averaged over a 3-year period. See 13 CFR 121.201 for size standards identified by NAICS codes. The size standards for a few industries are shown below and are subject to change at any time.

1. SPECIALTY TRADE CONTRACTORS – “Small” if average annual receipts for preceding 3 years do not exceed \$15 million.
2. CONSTRUCTION, GENERAL CONTRACTORS – “Small” if average annual receipts for preceding 3 years do not exceed \$36.5 million.
3. MANUFACTURING – “Small” if 500 employees or less, except for some specific products which will increase the complement of employees to 750 or 1,000.
4. TRANSPORTATION – “Small” if average annual receipts for preceding 3 years do not exceed the amount shown for specific services.

\$27.5 million – general freight trucking, local.

5. WHOLESALE TRADE, DURABLE AND NON-DURABLE GOODS – “Small” if 100 employees or less.
6. RETAIL TRADE – “Small” if average annual receipts for preceding 3 years do not exceed the amount shown for specific products.

\$7.5 million – hardware stores.

7. SERVICES – “Small” if average annual receipts for preceding 3 years do not exceed the amount shown for specific services:
  - a) \$27.5 million – computer systems design services, custom computer programming services \$20.5 million – security guards and patrol services
  - b) \$18 million – janitorial services
  - c) \$38.5 million – passenger car rental
  - d) \$32.5 million – office machinery and equipment rental & leasing
  - e) \$7.5 million – general automotive repair

Annual receipts of a concern which has been in business for less than 3 complete fiscal years means the total receipts for the period the concern has been in business divided by the number of weeks in business, multiplied by 52. See 13 CFR 121.104.

B. Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a small business concern, a qualified HUBZone small business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals, or a small business concern owned and controlled by women in order to obtain a contract to be awarded under the preference programs established pursuant to 15 U.S.C. sections 637(a), 637(d), 638, 644, or 657(a), shall:

1. Be punished by imposition of fine, imprisonment, or both;
2. Be subject to administrative remedies including suspension and debarment; and
3. Be ineligible for participation in a program conducted under the authority of the Small Business Investment Act of 1958



## APPENDIX C EXECUTIVE SUMMARY

Offeror shall provide a succinct (less than two pages) overview of the Offeror's assessment of the work to be performed. The section should outline the key elements of the proposal and demonstrate a clear understanding of the concepts presented and desired overall performance expectations presented in this RFP.

APPENDIX D  
PROJECT NARRATIVE

- A. 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.
- B. Provide the following information about the offeror:
3. Name and address of Offeror. Name of official who will coordinate all activities related to this project including telephone, fax and electronic mail address. Please also include local office(s) or proposed location of office(s).
  4. Biographical summaries of the lead business contact and other key team members shall be included in the proposal (to be included with Appendix D, described below). For members not yet identified, describe the process used to identify them.

This section should constitute the majority of the proposal and shall contain at least the following information:

- A complete narrative of the vendor's assessment of the work to be performed, the vendor's ability and approach, and the resources necessary to fulfill the requirements. The narrative should demonstrate the vendor's understanding of the desired overall performance expectations.
- A specific point-by-point response, in the order listed, to each required Offeror minimum qualification in Section 2.2 (Minimum Qualifications) in the RFP. The response should identify each requirement being addressed as enumerated in the RFP.
- A statement, if any, addressing each of the three (3) Desirable Qualifications found in Section 2.3.
- A description and explanation of alternatives or options.

## APPENDIX E FEE STRUCTURE

The Offeror shall provide an anticipated cost analysis based on the statement of work in Section 2 (Scope of Work). This cost analysis should include anticipated number of hours, rate types and hourly rates for each person in spreadsheet form. Figures should also include anticipated consulting fees to multi-disciplinary and subject area experts as well as any contingency cost estimates and possible expenses not covered elsewhere. The final contract price will be based on a monthly retainer plus an annual fixed travel budget. Payment for travel will be for only actual allowable costs.

## APPENDIX F PROJECT SCHEDULE

Performance of this contract will be driven by the proposal needs of the UH faculty. Month-to-month effort may vary significantly due to variability in funding cycles and proposal due dates. Site visits will be scheduled at mutually agreeable times. The annual report will be due no less than 60 days prior to the anniversary of the start date of this contract as stated in the Notice to Proceed letter.

APPENDIX G  
REFERENCES/RECOMMENDATIONS

Offerors shall provide a minimum of at least FIVE (5) references, preferably within the last five years, who can attest to the reliability of the Offeror's service and personnel in the analysis of building research competitiveness across a university system. Furnish the names of companies, addresses, numbers, and contact persons. The University reserves the right to contact the references for additional information. Examples of reports of comparable work are also requested.