

REQUEST FOR PROPOSALS

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

**Solicitation for Providing Cyber Security Services
for the U.S. Academic Research Fleet**

for the

**University of Hawaii Marine Center
965 N. Nimitz Hwy
Honolulu, HI 96817**

December 23, 2022

NOTICE TO OFFERORS

RFP Availability

A copy of the Request for Proposal (RFP) **Solicitation for Providing Cyber Security Services for the U.S. Academic Research Fleet** is available on the website:
<http://www.soest.hawaii.edu/UHMC/>.

Questions About the RFP

All questions about the RFP must be directed to Scott Ferguson at jscottf@hawaii.edu. Closing Date for Receipt of Offeror Questions is 5:00 PM (Hawaii Standard Time), January 16, 2023.

Closing Date for Receipt of Proposals

Completed proposals must be received no later than 5:00 PM (Hawaii Standard Time), January 27, 2023, at the address listed in Section 1.10 of this RFP. Email or mailed submissions will be accepted (email submittals are strongly preferred), but regardless of the submittal method, it is the Offeror's responsibility to ensure confirmation of proposal receipt prior to the Closing Date for Receipt of Proposals. Proposals received after the time and date fixed for submittal will not be considered.

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

Research Corporation of the University of Hawaii
2800 Woodlawn Drive, Suite 200
Honolulu, HI 96822

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

This RFP contains 33 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 Hawaii Marine Center to solicit proposals from Offerors who wish to be considered. The intent is for services to be provided for one (1) year with an option to extend the services for up to two additional years in one-year increments. 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):..... December 23, 2022
Closing Date for Receipt of Offeror's Attachment A
(Notice of Intent to Submit a Proposal):..... January 9, 2023
Closing Date for Receipt of Offeror Questions: January 16, 2023
Closing Date for Posting Responses to Questions:..... January 19, 2023
Closing Date for Receipt of Proposals:..... January 27, 2023
Proposal Review Period:..... January 28, to February 2, 2023
Date of Contractor Selection and Award:..... February 3, 2023
Services Start Date (Tentative):..... February 17, 2023

1.3 RFP AMENDMENTS

The RCUH reserves the right to amend the RFP at any time prior to the Closing Date for Receipt of Proposals. All RFP amendments will be posted on the following website, <http://www.soest.hawaii.edu/UHMC/>. **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 Scott Ferguson using the address, jscottf@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 January 16, 2023. All received questions and responses will be posted by January 19, 2023 on the website, <http://www.soest.hawaii.edu/UHMC/>.

The website referred to in the preceding paragraph will be non-secured (open and accessible to anyone to view). Since all questions and responses will be posted and accessible to the public, no proprietary information or questions regarding proprietary information or material

should be communicated by an Offeror to the website identified above.

1.5 QUESTIONS BY RCUH TO OFFERORS

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

1.6 CLARIFICATION OF THE RFP

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

1.7 TAX CLEARANCE FOR PROPOSALS

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

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

1.8 PREPARATION COSTS

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

1.9 PROPRIETARY INFORMATION

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

1.10 SUBMISSION OF PROPOSALS

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

Address, if submitting by mail:

University of Hawaii Marine Center
Attn: Scott Ferguson
965 North Nimitz Hwy
Honolulu, Hawaii 96817

Address, if submitting by email:

jscottf@hawaii.edu

1.11 CERTIFICATION OF PROPOSAL

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

1.12 PROPOSAL WITHDRAWAL

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

1.13 RFP SUBMITTALS BECOME THE PROPERTY OF RCUH

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

1.14 OPENING OF PROPOSALS

Proposals will be opened after 5:00 P.M. Hawaii Standard Time, on January 27, 2023, 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

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

The RCUH reserves the right to contact the references named in the Offeror's proposal and any other references provided by the Offeror during the past five years. The results of discussions with the references will be used to score the proposal, as described in Section 4 of this RFP.

1.17 SELECTION ON INITIAL PROPOSALS

The RCUH may select a Contractor on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Offeror's best terms. 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 Hawaii Marine Center. The Delegated Procurement Officer responsible for overseeing the RFP process and Agreement for Services is Anita L. Lopez, Director of Research Vessel Operations, who has further delegated oversight of the RFP process and Agreement for Services to Scott Ferguson, Director, Marine Technical Services.

SECTION 2 – STATEMENT OF WORK

Introduction:

The International Maritime Organization (IMO) issued a Maritime Safety Committee (MSC) resolution in June 2017 that addresses Maritime Cyber Risk Management in Safety Management Systems (MSC-FAL.1/Circ. 3). These Guidelines provide high-level recommendations for maritime cyber risk management and require that an approved safety management system (SMS) take into account cyber risk management no later than the Document of Compliance. Each of the ships in the U.S. Academic Research Fleet (ARF) operates under such a safety management system and must comply with this requirement. In addition, several ships within the ARF are owned by the U.S. Navy and may be required to achieve compliance with DFARS 252.204-7012, at least to CMMC 2.0, Level 1. The activities of the ARF are coordinated through the auspices of the University-National Oceanographic Laboratory System (UNOLS).

The National Science Foundation (NSF) requested that Trusted CI (<https://trustedci.org/>) assess the cybersecurity of the ARF and present options for how the fleet could achieve such compliance. A Cybersecurity subcommittee was formed to evaluate the Trusted CI findings and provided the following recommendation to NSF: “Cybersecurity Risk Management (CRM) must be included in the Safety Management Systems (SMS) of vessels to comply with IMO requirements. A contractor should be hired to guide the fleet’s development of a credible cybersecurity plan with the immediate goal of becoming IMO, and subsequently DFARS 7012, compliant.” As the cognizant sponsor of the ARF, NSF directives, as it relates to cyberinfrastructure and cybersecurity may change over time, and the Contractor will work with ARF on priorities that may put more or less emphasis on the items listed here.

The NSF has provided funding for the University of Hawaii Marine Center to identify a Contractor best qualified to develop the documentation required to achieve such compliance and develop an agreement for services with that Contractor to perform the work. There are eighteen (18) ships in the ARF (Figure 1). These vessels are operated by fourteen (14) different academic institutions; six (6) ships are owned by the U.S. Navy. Each of these ships has a Safety Management System (SMS) that is compliant with the IMO International Safety Management (ISM) Code. The selected Contractor must work with each institution to develop the cybersecurity risk management documentation within their existing SMS. Upon request, the Contractor must also work with operators of U.S. Navy-owned vessels to assist them with compliance with DFARS 252.204-7012.

Institution	Count	Vessels	Ownership (NSF, NAVY, Institution)	Class
Bermuda Institute for Ocean Sciences	1	Atlantic Explorer	Institution	Intermediate
Lamont Doherty Earth Observatory Columbia University	2	Marcus Langseth	NSF	Global
Louisiana Universities Marine Consortium (LUMCON)	3	Pelican	Institution	Coastal
		Gilbert R Mason	NSF	Regional
Oregon State University	4	Oceanus	NSF	Intermediate
		Taani	NSF	Regional
Scripps Institution of Oceanography	5	Roger Revelle	US Navy	Global
		Sally Ride	US Navy	Ocean
		Robert Gordon Sproul	Institution	Coastal
Skidaway Institute of Oceanography University of Georgia	8	Savannah	Institution	Coastal
University of Alaska Fairbanks	9	Siluliaq	NSF	Global
University of Delaware	10	Hugh R. Sharp	NSF	Regional
University of Hawaii	11	Kilo Moana	US Navy	Ocean
University of Miami	12	Walton Smith	Institution	Coastal
University of Minnesota Duluth	13	Blue Heron	Institution	Coastal
University of Rhode Island	14	Endeavor	NSF	Intermediate
		Resolution	NSF	Regional
University of Washington	15	Thomas G. Thompson	US Navy	Global
		Rachel Carson	Institution	Coastal
Woods Hole Oceanographic Institution	17	Atlantis	US Navy	Global
		Nell Armstrong	US Navy	Ocean

Sister Vessels are color coded
 New Ships under construction
 AGOR 23 Class
 AGOR 27 Class
 NSF Class to be retired when new ships are delivered

Table 1: U.S. Academic Research Fleet (ARF)

The CONTRACTOR shall provide the following services:

Cyber Security Operations Center (SOC) Services: The CONTRACTOR will provide a security operations center capable of monitoring the ARF ships’ network 24x7x365 and will, together with the Client, be the “first responder” (i.e., Tier 1) for those security events that occur in the data feed that the SOC monitors. Fully redundant control room sites in two different locations shall be used to perform this monitoring. The SOC staff will serve as Client’s security staff’s first point of contact and communication in connection with services provided by the SOC.

The SOC will coordinate, support, and track security related issues with the ARF ships’ network (each an “Information Security Event”) until such issues are resolved. The SOC will be staffed 24x7x365 in two locations for the expected ticket volume. A supervisor will be assigned who will be responsible for a weekly analysis of tickets, reporting of major activity, and recommending areas for improvement or further consideration.

Without limiting the foregoing, the CONTRACTOR will provide at least the following services to the ARF ships:

Service Desk Support and Management

- A. The CONTRACTOR will designate at least one supervisor to support the SOC. This technician will serve as the SOC’s primary support technician at the Service Desk Monday through Friday, 9 am to 5 pm Eastern Standard Time.

- B. The CONTRACTOR supervisor will oversee the SOC's activities to ensure that they are meeting requirements.
- C. The CONTRACTOR-designated supervisor will oversee the preparation of SOC documentation including training documentation and notification and escalation lists associated with the SOC Services.

Proactive Monitoring of Network Elements and Services

- A. The SOC will continuously and actively monitor the ARF ship's networks using the SOC's security detection network monitoring tools.
- B. The SOC will create tickets in the security event tracking system to track and coordinate network alerts across the network infrastructure.
- C. The CONTRACTOR-designated technician will engage SOC security groups, infrastructure providers, and equipment vendors to assist in the resolution of Information Security Events, as appropriate.

Security Event Notification

The SOC will oversee an automated notification system to manage electronic notifications to SOC clients. The ticketing system will notify the ARF security staff as to the status and resolution of each Information Security Event.

- A. When an Information Security Event is identified, the SOC will conduct an initial Information Security Event assessment and perform initial triage for the Information Security Event, which will include Information Security Event identification and verification.
- B. The SOC will document each Information Security Event in accordance with requirements, including creating a ticket associated with each Information Security Event.
- C. The SOC will facilitate and coordinate the resolution of each Information Security Event, including escalating each Information Security Event to the individuals with the expertise necessary to correct or otherwise resolve each Incident. When an Information Security Event is escalated, the incident ticketing system will provide internal escalation notices to the appropriate Client and SOC security staff members.
- D. For each resolved Information Security Event, the SOC will provide appropriate post-resolution wrap up, including creating documentation describing the Information Security Event in reasonable detail, the cause of the Information Security Event, if known, and the steps taken to resolve the Information Security Event.

Reporting and Metrics

- A. The SOC will provide timely and relevant reports to the ARF security staff that interpret, extrapolate, and/or summarize activity that it observes, not only on the ARF ships' networks, but across SOC clients' networks.
- B. The SOC will track appropriate performance metrics and share those, as appropriate, with the ARF security staff.

Advisory and Project Liaison Services

The CONTRACTOR will provide a variety of training opportunities to client organizations and their staff to enable them to leverage the intelligence provided by various SOC services effectively, including:

- A. An annual series of webinars on topics related to operational cybersecurity.
- B. One or two on-site visits during the first year of service to facilitate onboarding the client to ResearchSOC services and enabling the client to effectively integrate those services into their overall cybersecurity program.

Additionally, the CONTRACTOR shall provide a Project Liaison from SOC's cybersecurity analyst team who will be assigned to help the client with any emergent issues or questions, normally via a brief, regular teleconference. The Project Liaison shall be able to answer SOC-related issues or questions directly, and connect the ARF security staff with cybersecurity resources for any issues that may fall outside of the scope of this contract.

Network Honeypot and Monitoring Service:

The CONTRACTOR shall implement "honeypot" network sensors to detect threat activity and generate threat intelligence based upon this activity, as well as tools to aggregate, manage, and analyze the threat intelligence they generate. A "honeypot" is a specialized object such as a networked computer system which acts as a decoy for network services and enables the recording of actions taken related to the decoy in order to allow security professionals and technical staff to identify attacker techniques and tactics and respond appropriately.

Vulnerability Management

Vulnerability management involves scanning for and reporting on vulnerabilities in software on selected hosts in the ARF ships' network infrastructure at intervals determined by the ARF security staff, or ad hoc on client request, to identify known vulnerabilities in software running on those hosts. The list of selected hosts shall be established by the ARF security staff, and should not include any systems known to be brittle in the face of active scanning techniques, such as certain PLCs or other ICS/SCADA components.

Virtual Security Team Service and travel

The CONTRACTOR will provide an experienced Virtual CIS and Virtual Security Team (VST) to the ARF in order to provide subject matter expertise and facilitate continuous improvement of the Client's information security program.

The Virtual Security Team will consist of:

Two (2) remote security analysts at .5 FTE each for a total of one (1) FTE equivalent, or similar equivalent.

Core Virtual Security Team tasks may include, but are not limited to:

- Run monthly security exercises
- Spearhead a series of projects to bring all of the facility's infrastructure up to a baseline based on the CIS critical security controls
- Evaluate software bugs and reported vulnerabilities to help local tech teams understand the impact on our security
- Respond to security incidents as declared by the CISO
- Help technology teams understand security considerations of new systems, software, and design changes being considered
- Handle day-to-day cybersecurity ops, such as security issue triage, certificate/key management, training staff in cybersecurity topics relevant to their jobs, performing scans of software and systems, evaluating reports from software evaluation tools, network monitoring, SEIM, etc.
- Assist with American Bureau of Shipping (ABS), National Science Foundation (NSF) and U.S. Navy Board of Inspection (INSURV) inspections, as requested, either virtually, or on-site. Examples include:
 - Assist with preparing documentation prior to inspections
 - Attend inspections to obtain context for better advisement, going forward
 - Attend inspections on site once per quarter
- Review & support efforts to develop a reference network architecture for the vessels in the US Academic Research Fleet.
- Support efforts to adopt usage of next-generation firewall and network monitoring solutions across the fleet.
- Develop a policy with supporting procedures for vulnerability awareness in the fleet.

This will include regular announcements about critical vulnerabilities as well as development of the capability to scan internet-facing assets onboard ships.

- Develop policy templates for the fleet, including:
 - A CRMP template to describe cyber risk management procedures to align with the US Coast Guard Cyber Risk Management requirements
 - An Incident Response policy and procedures template.
 - A Disaster Recovery (DR) template for ships to adopt, including boilerplate to cover critical operational technology assets on ships in the fleet.
- Reporting
 - Monthly reporting to the ARF security staff
 - Writing and distribution of quarterly and annual reports on security team activities.
 - Annual reassessment of cybersecurity priorities in the fleet.
- Annual presentation at the UNOLS Research Vessel Technical Enhancement Committee (RVTEC) or other venues as designated by the ARF security staff.
- Participate in the Trusted CI Framework Cohort to align the ARF cybersecurity program to the Trusted CI Framework

The VST services are backed by a “break glass” incident response team available to aid in responding to incidents which require resources beyond the ARF internal staff.

The above tasks are representative. Actual tasks will be determined based upon the priorities and day to day instructions as issued by the Virtual CISO.

Virtual CISO Service

The CONTRACTOR will provide a virtual, .5-FTE qualified Chief Information Security Officer (CISO) to embed within the client’s organization and serve all CISO functions. These functions may include:

1. Own and mature cybersecurity program, communicate risks to upper management, understand and plan for the role of cybersecurity within the organization’s greater mission.
2. Build and manage the security team, handle everyday risk decisions for cybersecurity and push major cybersecurity risk decisions to organizational leadership.
3. Write security policy for the organization and carry through acceptance and

implementation.

4. Hold weekly security team meetings with the security team and representatives of other teams throughout the organization to coordinate ongoing security activities. Hold bi-weekly meeting with the ARF security staff to report on current activities and guide future planning.
5. Managing the daily operation and implementation of the IT security strategy
6. Conducting a continuous assessment of current IT security practices and systems and identifying areas for improvement
7. Running security audits and risk assessments
8. Delivering new security technology approaches and implementing next generation solutions
9. Overseeing the management of the IT security department, giving leadership to the team and developing staff
10. Ensuring compliance and governance is met
11. Driving change projects and building new IT capabilities
12. Developing and implementing business continuity plans to ensure service is continuous when a change program is introduced or a security breach occurs or in the event that the disaster recovery plan needs to be triggered
13. Protecting the intellectual property of the organization at all times
14. Devising strategies and implementing IT solutions to minimize the risk of cyberattacks
15. Reviewing, analyzing and delivering cybersecurity data information
16. Communicating digital programs and strategy to a range of stakeholders
17. Managing the IT security budget and communicating this with the appropriate parties
18. Reporting to the board and being an active member of the senior management team.

Schedule:

A Kick-off meeting will be scheduled within two weeks of award to introduce the Contractor's team and the RCUH (UH Marine Center)'s delegated procurement officer and technical support team. The Contractor will develop a schedule to meet the deliverable requirements prior to the kick-off meeting.

SECTION 3 – PROPOSAL REQUIREMENTS

3.1 REQUIRED FORMAT

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

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

3.1.1 EXECUTIVE SUMMARY

Offeror shall submit an Executive Summary outlining the key elements of the proposal.

3.1.2 TECHNICAL PROPOSAL

Describe the methods, approach, and format in which the development of Cyber Security Services for the U.S. Academic Research Fleet will be gathered, presented, transmitted and implemented.

Illustrate and describe the ability to meet all of, or as many of the requirements outlined in the Technical Specifications - Section 2—Statement of Work. If Offeror is not able to fully meet any of the technical requirements, this must be clearly stated in your proposal.

3.1.3 SCHEDULE

The work identified in Section 2—Statement of Work shall be completed within twelve (12) months of award. The Offeror will propose a schedule that identifies how they can meet this requirement.

3.1.4 QUALIFICATIONS AND EXPERTISE

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

3.1.5 PRICE PROPOSAL

Offeror will provide a firm fixed price proposal with a payment schedule that is based on work completed during the first year. In addition, the proposal should also include a price proposal for two additional years of service. The award will result in a contract for services to be provided for one year with an option to extend the services for up to two additional years in one-year increments. If RCUH chooses to exercise the option for one or both additional years, the price of those years will be negotiated at the time of exercise.

3.1.6 APPENDICES

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

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

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

Appendix A

PROPOSAL LETTER TO THE RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII

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

It is understood that this proposal constitutes an offer.

It is understood and agreed that we have read the Research Corporation of the University of Hawaii's specifications described in the RFP and this proposal is made in accordance with the provisions of such specifications. By signing this proposal, we guarantee and certify all items included in this proposal meet or exceed any and all such specifications, and agree to the terms and conditions in all of the documents described in Section 4.6 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

REFERENCES

Name of Firm _____

Address _____

Contact Name _____ Position _____

Telephone Number _____ Email Address _____

Dates of Services _____

Description of Services Provided:

SECTION 4 – EVALUATION OF PROPOSALS AND BASIS FOR AWARD

4.1 EVALUATION OF OFFEROR PROPOSALS

All responsive proposals received by the Closing Date for Receipt of Proposals of 5:00 PM Hawaii Standard Time, January 27, 2023, 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 technical merit (ability to meet scope of work/schedule), qualifications and expertise, references, and price. The total score for each proposal will be on a scale of 0 to 100 points. Four general categories will be used to evaluate the proposals:

<u>Category</u>	<u>Maximum Number of Points per Category</u>
Technical merit	30
Qualifications and expertise	40
References	10
Price	<u>20</u>
Total	100

4.3.1 DETAILED EVALUATION FORMULA FOR PROPOSED TECHNICAL APPROACH

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

Technical Merit	Maximum Number of Points
Addressed general requirements	10
Addressed RFP deliverables	10
Compliance with functional requirements	10

Qualifications and Expertise	Maximum Number of Points
Offeror company experience	10

Management team experience	10
Demonstrated experience working with academic research institutions	20
References	
Feedback from customers	10
Price	
	20

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

The References category will be scored by selecting up to five of the Offeror’s previous or current customers, and factoring their responses to standardized questions, into the evaluation.

4.4 BASIS FOR SELECTION AND AWARD OF AN AGREEMENT FOR SERVICES

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

4.5 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, and Attachment D – Standards of Conduct Declaration. Necessary forms will be provided to the selected company.

Attachment A. Notice of Intent to Submit a Proposal
(May be sent by email or fax.)

Company Name: _____

Address: _____

Phone No.: _____

Email.: _____

- [] I acknowledge receipt of Request for Proposal No. _____ and my company intends to submit a proposal prior to the Closing Date for Receipt of Proposals. I acknowledge the requirements for a services agreement with the Research Corporation of the University of Hawaii, including submittal of a price proposal; State of Hawaii Department of Taxation and Internal Revenue Service tax clearances; Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters; Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions; Standards of Conduct Declaration; and acceptance of the General Conditions for Services Agreements and the Special Conditions for Services Agreements (Federal Provisions).
- [] I acknowledge receipt of Request for Proposal No. _____ but my company is not submitting a proposal.

Submitted by:

Signature

Date

Typed Name

Title

Attachment B. General Conditions for Services Agreements

1. Coordination of Services by the State. RCUH, or RCUH's designee, shall coordinate the services to be provided by 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)).