

REQUEST FOR PROPOSAL

**The Research Corporation of the University of Hawaii (RCUH)
requests proposals for**

Security Assessment, Remediation, and Monitoring Services

RFP: APCD-Security-Services-2017-03

for the

**Telecommunications and Social Informatics Research Program (TASI) /
Pacific Health Informatics and Data Center (PHIDC)**

University of Hawaii
Honolulu, HI

March 28, 2017

I. Nature of Request

The Research Corporation of the University of Hawaii (RCUH) for the benefit of the University of Hawaii Telecommunications and Social Informatics (TASI) Research Program/Pacific Health Informatics and Data Center (PHIDC) of the Social Science Research Institute (SSRI) of the University of Hawaii at Manoa (UHM) is issuing this Multi-Part, competitive Request for Proposal (RFP) to obtain pricing and establish hourly rates to purchase the following services: 1) HIPAA Security Risk and Technical Assessments; 2) Remediation Plan Implementation; and 3) Security Monitoring and Technical Support Services.

The security services are for a small but sensitive data environment that contains Protected Health Information (PHI) as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009.

TASI/PHIDC seeks to have a qualified security assessor to conduct an external HIPAA Security Risk Assessment (SRA) of the TASI/PHIDC System for the State of Hawaii All-Payer Claims Database (APCD) and a Technical Vulnerability and Configuration Assessment for the APCD systems environment focused on the Technical Safeguards based on the appropriate HIPAA, NIST, CIS, and industry standards. This work for TASI/PHIDC is to continue into security remediation services based on the Assessments, and ongoing monitoring and support of security operations.

Upon receiving quotations for the services, the TASI/PHIDC intends to enter into an agreement and issue purchase order to the lowest responsible and most qualified Offeror that meets the minimum requirements specified in this RFP. Each part of the Scope of Work will be evaluated separately. Offerors may be awarded for one or more parts based on the evaluation of each part of this RFP.

The TASI/PHIDC is not obligated to purchase all or any services listed in this RFP.

II. Multi-Part RFP

This Multi-Part RFP is for the HIPAA security risk and technical assessment services, remediation plan implementation services, and security monitoring and technical support services for the TASI/PHIDC APCD system. Offerors may respond to any one or more Parts of this RFP.

Each part of this RFP will be evaluated independently. Responses must be submitted on the bid forms provided. The award of a contract will be made to the lowest responsible and most qualified Offeror that meets the specifications for each part of this RFP.

The Parts of the RFP include:

Part A: HIPAA Security Risk and Technical Assessments

A-1: HIPAA Security Risk Assessment and Recommendations

A-2: Technical Vulnerability and Configuration Assessment

Part B: Remediation Plan Implementation

B-1: Security Remediation Plan Implementation Services

Part C: Security Monitoring and Technical Support Services

C-1: Continuous Security Monitoring and Intrusion Detection

C-2: Log Correlation Engine Support

C-3: Consultation and Training Assistance

The costs and price lists established by this RFP will be used by TASI/PHIDC.

Proposed pricing shall be valid for a period of 2-years from date of RFP closure.

III. Scope of Work

Offerors may submit a proposal for one or more Parts of the following scope. Each Part of this Scope of Work will be evaluated, scored, and selected separately. All interested Offerors are required to submit a Notice of Intent (Please see Appendix A) and sign a University of Hawaii Non-Disclosure Agreement (NDA) as is or similar to Appendix D prior to receiving technical details and materials relating to this project in the Confidential Proposal Teleconference. The NDA is executed directly with the University of Hawaii Office of Export Controls (UH OEC) at 2425 Campus Road, Sinclair 10, Honolulu, HI 96822, Phone: (808) 956-9036, Fax: (808) 956-9150, Attn: Leonard R. Gouveia Jr., Email: lgouveia@hawaii.edu. This should be done immediately in order to meet RFP timeline.

Part A: HIPAA Security Risk and Technical Assessments

This Part includes an assessment of existing and forthcoming system infrastructure. This will be further described in the Confidential Proposal Teleconference.

A-1. HIPAA Security Risk Assessment and Recommendations

1. Review the APCD System Security Plan, vulnerability and Center for Internet Security (CIS) compliance scans, and provide a Security Risk Assessment and Recommendations to improve the safeguards for the TASI/PHIDC identified systems.

Note: The University of Hawaii (UH) is a member of the Multi-State (MS) Information Sharing and Analysis Center (ISAC) of the Center for Internet Security (CIS). As such, the CIS-CAT and other CIS tools are available for use by the UH.

2. Provide a HIPAA Security Risk Assessment report to TASI/PHIDC outlining the status of compliance with the current HIPAA Security Safeguards with appropriate recommendations for improvement.

- i. The report shall include prioritized, specific instructions/recommended next steps to improve compliance with HIPAA Security.
- 3. Provide an attestation statement/letter to TASI/PHIDC, regarding status of compliance with HIPAA Security safeguards. See sample language for a statement/letter below:
 - i. “In the opinion of the security assessor, TASI/PHIDC has the security policies and procedures of a Business Associate required under the Health Insurance Portability and Accountability Act as of the [Date Issued].”

A-2. Technical Vulnerability and Configuration Assessment

- 1. Review, assess, and document technical information system and network vulnerabilities within identified TASI/PHIDC systems and network environment.
- 2. Provide a prioritized remediation plan to TASI/PHIDC, which includes detailed steps and instructions on how to remediate identified vulnerabilities and risks.
- 3. Provide a copy of all Work Products to TASI/PHIDC, including, but not limited to, vulnerability and compliance scans, remediation recommendations, and/or other artifacts to TASI/PHIDC and identified State partners.
- 4. This assistance will include mentoring and training of TASI/PHIDC network operations and security staff so that moving forward we can independently and properly maintain these systems.
 - i. All assessment teleconferences will be conducted using a Zoom video teleconference session with appropriate TASI/PHIDC personnel. This includes, but is not limited to, all recommended configurations for any hardware, software, OS, and application software used in the APCD environment.
- 5. Provide an attestation statement/letter to TASI/PHIDC regarding the status of technical security in accordance with the Technical Safeguards under HIPAA, and other relevant industry standards as described above. See sample language for the statement/letter below:
 - i. “In the opinion of the security assessor, TASI/PHIDC has the appropriate Technical and Data Management safeguards that complies with the requirements of a Business Associate under the Health Insurance Portability and Accountability Act as of the [Date Issued].”

Part B: Remediation Plan Implementation

B.1 Security Remediation Plan Implementation Services

1. Implement the HIPAA Security Risk Assessment recommendations and remediation plan, delivered in Part A of this section.
2. This will include hourly rates for implementation of the HIPAA Security Risk Assessment recommendations and remediation plan and consultation with the on-site remediation team staff. All remediation will be done with TASI/PHIDC network operations and security staff. No quantity estimate is possible at this time. The work start of these activities are subject to prior reviews and approvals of TASI/PHIDC and associated State entities.
 - i. All remediation implementation will be conducted using a Zoom video teleconference session with appropriate TASI/PHIDC personnel.

Part C: Security Monitoring and Technical Services Support

C.1 Continuous Security Monitoring and Intrusion Detection

1. Conduct 24x7 Continuous Security Monitoring and Intrusion Detection on identified TASI/PHIDC systems.
 - i. At minimum, Security Monitoring and Intrusion Detection Services shall include: Monitor and manage file integrity, intrusion events, security event correlation and analysis, event log collection and retention, breach monitoring and alerting, weekly reports for security, and an alerting mechanism for significant security events.
2. This activity shall be conducted for a minimum of 1-year, with the option for monthly renewals with no termination liability.
3. Provide TASI/PHIDC with weekly summary reports of monitoring activity of the identified TASI/PHIDC systems.
4. Provide identified TASI/PHIDC staff access into the monitoring console to view real-time live monitoring of the systems.
5. Provide TASI/PHIDC alerts and notification of significant security events.
6. Provide a copy of all Work Products, including, but not limited to: instruction/operations manuals, reports, and other artifacts to TASI/PHIDC.

C.2 Log Correlation Engine Support

1. Optimize Log Correlation Configuration
 - i. Provide assistance to configure the TASI/PHIDC Log Correlation Engine, using open-source tools (e.g., ELK Stack, ElasticSearch, Logstash, Kibana) that enables the monitoring of specific events, tied to specified environments within the system. **The specific TASI/PHIDC Log Correlation Engine will be described in detail during the Confidential**

Proposal Teleconference. Configuration shall enable reports showing events including: user access to the environment, folders and files, file integrity, intrusion events, attacks, etc. The proposed solution shall run 24x7. Included as part of the log correlation is the configuration and setup of standardized reports, including but not limited to, reports showing access into environments at multiple levels (2FA, Firewall, Windows Event, Folder, File, etc.), security events, and others. The proposed solution shall also be setup to send out notifications of important security events to TASI/PHIDC staff (e.g., notification via email to identified TASI/PHIDC staff, etc.).

- ii. Vendor shall provide training to include detailed information regarding how the TASI/PHIDC Log Correlation Engine is to be configured, including operational manuals and guides, and new environments or tools that will be utilized.
 - a. All training will be conducted using a Zoom video teleconference session with appropriate TASI/PHIDC personnel.
- iii. Provide a copy of all Work Products, including, but not limited to: instruction/operations manuals, guides, and other artifacts to TASI/PHIDC.

C.3 Consultation and Training Assistance - Provide ongoing consultation hours for technical assistance with system monitoring and incident response to TASI/PHIDC staff. No quantity estimate is possible at this time.

- 1. All consultation will be conducted using a Zoom video teleconference session with appropriate TASI/PHIDC personnel.
- 2. Provide training of staff, plans for joint security team operations, and schedules for ongoing training to operationalize the log monitoring and enhance internal system monitoring by TASI/PHIDC staff.
 - i. All training will be conducted using a Zoom video teleconference session with appropriate TASI/PHIDC personnel.
- 3. This will include hourly rates for consultation and training of TASI/PHIDC staff.

IV. Work Task Letters

This RFP or resulting agreement/contract is not a promise or notice to proceed with any work. Any assigned work shall be issued in the form of a Work Task Letter (WTL). The nature of the services and amount of compensation, based on the price proposals and proposed hourly rates of this RFP, and will be specified through Work Task Letters (WTLs). The WTLs shall be developed collaboratively between the Offeror and the TASI/PHIDC and shall describe the specific scope of services and the

estimated time to complete the task. The Work Task Letter shall be agreed to in writing by the authorized Contract Representative of the Offeror and the TASI/PHIDC.

V. Proposal Requirements

Offerors submitting proposals, must submit a separate proposal for each Part of this RFP: Part A, B, and C. Responses shall be submitted on the bid forms provided. See below for specific requirements for each Part:

A. Scope of Work: Part A (A-1 and A-2)

1. Qualifications and Expertise

- i. Offeror shall describe the firm's qualifications, experience and size.
- ii. Offeror must be in business for at least 5-years.
- iii. Name, title, phone number and email address of authorized individual to serve as contact person.
- iv. Offeror must provide 3 references whom they have provided similar services for. RCUH reserves the right to contact any references and to reject a proposal submitted by any Offeror whose performance on other projects has been unsatisfactory.

2. Delivery Requirement

Scope of Work: Part A (A-1 and A-2) includes an assessment of existing and forthcoming system infrastructure. This will be further described in the Confidential Proposal Teleconference.

Delivery is required for Scope of Work: Part A within 21-days after receipt of purchase order for assessment of existing infrastructure and identified systems. Offerors may submit proposals that include a timeline of greater than 21-days. However, Offerors should note that timeline is a criterion upon which proposals will be evaluated against. In addition, this Scope includes assessment of a forthcoming system infrastructure that shall be delivered within 14-days from notice of updated infrastructure and notice to proceed.

3. Work Plan (Scope of Work: Part A)

Provide a Work Plan outlining the specific tasks to be completed in accordance with Scope of Work: Part A. This Work Plan must include both A-1. HIPAA Security Risk Assessment and Recommendations; and A-2. Technical Vulnerability and Configuration Assessment. The Work Plan must:

- i. Describe the specific objectives, tasks, and rationale for the work that will be undertaken;
- ii. The timetable for the tasks;

- iii. The name, position title, brief description of project roles and responsibilities, and qualifications of the individuals to conduct the work, including a no more than 2-page summary resume in 11 point Times font;
- iv. A detailed, step-by-step description of the assessment approach, techniques, and methods, including any and all assessment tools that will be used, and how the assessment cross-references with HIPAA security as provided for in the Omnibus Rules, NIST, and other industry standards;
- v. A description and example of the documentation that will be provided to demonstrate progress and documentation of configuration settings;
- vi. A detailed description of what may be required from the UH, TASI/PHIDC, and the State of Hawaii, to complete the Work Plan;
- vii. Provide specific references to the application of the HIPAA standards and evaluation metrics for the proposal; and
- viii. Examples of similar work conducted for other clients.

4. Price Proposal

- i. Offerors who elect to submit a price proposal for the Scope of Work: Part A (A-1 and A-2) shall submit a price quotation that includes all applicable taxes in the bid form provided.
- ii. No provisions for a Termination Liability Agreement shall be permitted and its inclusion in a quotation shall be grounds for disqualification. Termination of the services is at the discretion of the TASI/PHIDC and shall be made with a minimum of a 30-day notice.

5. Pricing

Proposed pricing shall be valid for a period of 2-years from date of RFP closure.

6. Requested Contract Period

Contract period will be for a one-year period with options to extend.

B. Scope of Work: Part B

1. Qualifications and Expertise

- i. Offeror shall describe the firm's qualifications, experience and size.
- ii. Offeror must be in business for at least 5-years.
- iii. Name, title, phone number and email address of authorized individual to serve as contact person.

- iv. Offeror must provide 3 references whom they have provided similar services for. RCUH reserves the right to contact any references and to reject a proposal submitted by any Offeror whose performance on other projects has been unsatisfactory.

2. Delivery Requirement

Delivery is required for Scope of Work: B. Remediation Plan Implementation within 21-days after completion of the assessments in Scope of Work: Part A (A-1 and A-2) and receipt of purchase order. Offerors may submit proposals that include a timeline of greater than 21-days. However, Offerors should note that timeline is a criterion upon which proposals will be evaluated against.

3. Work Plan (Scope of Work: Part B)

Provide a Work Plan outlining the specific tasks to be completed in accordance with Scope of Work: Part B. Remediation Plan Implementation. The Work Plan must:

- i. Describe the specific objectives, tasks, and rationale for the work that will be undertaken;
- ii. The timetable for the tasks;
- iii. The name, position title, brief description of project roles and responsibilities, and qualifications of the individuals to conduct the work, including a no more than 2-page summary resume in 11 point Times font;
- iv. A detailed, step-by-step description of the remediation approach, techniques, and methods, including any and all tools that will be used;
- v. A description and example of the documentation that will be provided to demonstrate progress and documentation of remediation resolutions;
- vi. A detailed description of what may be required from the UH, TASI/PHIDC, and the State of Hawaii, to complete the Work Plan;
- vii. Provide specific references to the application of the HIPAA standards and evaluation metrics for the proposal; and
- viii. Examples of similar work conducted for other clients.

4. Price Proposal

- i. Offerors who elect to submit a price proposal for Scope of Work: Part B. Remediation Plan Implementation shall submit an hourly rate for proposed services. Hourly rate showing all Offeror labor categories which will be used for implementation

and consultation shall be listed in the bid form provided. All price proposals shall include all applicable taxes.

- ii. No provisions for a Termination Liability Agreement shall be permitted and its inclusion in a quotation shall be grounds for disqualification. Termination of the services is at the discretion of the TASI/PHIDC and shall be made with a minimum of a 30-day notice.

5. Pricing

Proposed pricing shall be valid for a period of 2-years from date of RFP closure.

6. Requested Contract Period

Contract period will be for a one-year period with options to extend.

C. Scope of Work: Part C (C-1, C-2, and C-3)

1. Qualifications and Expertise

- i. Offeror shall describe the firm's qualifications, experience and size.
- ii. Offeror must be in business for at least 5-years.
- iii. Name, title, phone number and email address of authorized individual to serve as contact person.
- iv. Offeror must provide 3 references whom they have provided similar services for. RCUH reserves the right to contact any references and to reject a proposal submitted by any Offeror whose performance on other projects has been unsatisfactory.

2. Delivery Requirement

Delivery is required for Scope of Work: Part C. Security Monitoring and Technical Support Services according to the following: Delivery of C-1. Continuous Security Monitoring and Intrusion Detection and C-3. Consultation and Training Assistance shall begin upon receipt of purchase order. C-2. Log Correlation Engine Support, shall be delivered within 30-days after receipt of purchase order. Offerors may submit proposals that include a timeline of greater than 30-days. However, Offerors should note that timeline is a criterion upon which proposals will be evaluated against.

3. Work Plan (Scope of Work: Part C)

Provide a Work Plan outlining the specific tasks to be completed in accordance with Scope of Work: Part C. Security Monitoring and Technical Support Services. This Work Plan must include: C-1. Continuous Security Monitoring and Intrusion Detection; C-2. Log

Correlation Engine Support; and C-3. Consultation and Training Assistance. The Work Plan must:

- i. Describe the specific objectives, tasks, and rationale for the work that will be undertaken;
- ii. The timetables for the tasks, including:
 - a. Continuous Security Monitoring and Intrusion Detection Services;
 - b. Log Correlation Engine Support; and
 - c. Consultation and Training Assistance
- iii. The name, position title, brief description of project roles and responsibilities, and qualifications of the individuals to conduct the work, including a no more than 2-page summary resume in 11 point Times font;
- iv. A detailed, step-by-step description of the approach, techniques, and methods, including any and all tools that will be used in delivery of each of the specified tasks;
- v. A description and example of the documentation that will be provided to demonstrate progress and documentation of reviews;
- vi. A detailed description of what may be required from the UH, TASI/PHIDC, and the State of Hawaii, to complete the Work Plan;
- vii. A detailed description of how data and/or sensitive information will be kept secure by the Offeror when conducting reviews and monitoring;
- viii. Provide specific references to the application of the HIPAA standards and evaluation metrics for the proposal; and
- ix. Examples of similar work conducted for other clients.

4. Price Proposal

- i. Offerors who elect to submit a price proposal for Scope of Work: Part C shall submit the following price proposals in the bid form provided:
 - C-1. Continuous Security Monitoring and Intrusion Detection services – Fixed Fee
 - C-2. Log Correlation Engine Support – Fixed Fee
 - C-3. Consultation and Training Assistance – Hourly Cost
Hourly rate showing all Offeror labor categories which will be used shall be listed in the bid form provided.All price proposals shall include all applicable taxes.
- ii. No provisions for a Termination Liability Agreement shall be permitted and its inclusion in a quotation shall be grounds for

disqualification. Termination of the services is at the discretion of the TASI/PHIDC and shall be made with a minimum of a 30-day notice.

5. Pricing

Proposed pricing shall be valid for a period of 2-years from date of RFP closure.

6. Requested Contract Period

Contract period will be for a one-year period with options to extend.

VI. General Conditions

A. Schedule of Key Dates

The schedule of key dates set forth herein represents the best estimate of the schedule that should be followed. Any of the dates listed below may be changed at any time at the discretion of RCUH. All changes and amendments will be posted to: <http://procurement.uhtasi.org/>

1. RFP issued and posted to <http://procurement.uhtasi.org/> on March 28, 2017

2. Notice of Intent: Due 3 days from RFP issue date (March 31, 2017) @ 5:00pm HST to rfp@uhtasi.org

All interested Offerors are required to submit a Notice of Intent (See Appendix A).

3. Non-Disclosure Agreement: Due 6 days from RFP issue date (April 3, 2017) @ 5:00pm HST to rfp@uhtasi.org

All interested Offerors are required to sign a University of Hawaii Non-Disclosure Agreement (NDA) as included in Appendix D or similar. The NDA is executed directly with the University of Hawaii Office of Export Controls (UH OEC) at 2425 Campus Road, Sinclair 10, Honolulu, HI 96822, Phone: (808) 956-9036, Fax: (808) 956-9150, Attn: Leonard R. Gouveia Jr., Email: lgouveia@hawaii.edu. This should be done immediately in order to meet RFP timeline. The NDA prohibits the disclosure of any information and/or work product regarding this request for proposal and engagement. Legal jurisdiction shall be in and governed by the laws of the State of Hawaii (See Appendix D).

4. Confidential Proposal Teleconference: 7 days from RFP issue date (April 4, 2017) @ 12:00pm HST

Offerors who have submitted a Notice of Intent and signed the NDA are invited to a Confidential Proposal Teleconference to understand

the environment that is to be assessed and the state of vulnerabilities and compliance through scans provided. The purpose of the conference call is to allow Offerors to evaluate the amount of effort that is needed to undertake the work. Information to be provided by TASI/PHIDC in the Confidential Proposal Teleconference may include:

- i. TASI/PHIDC System Security Plan and Data Management Plan;
- ii. Technical Systems and Networks Architecture and Diagram(s);
- iii. Vulnerability/compliance scans of relevant system components.

All Offerors who receive the information in the proposal teleconference provided by TASI/PHIDC in the Confidential Proposal Teleconference, but are not selected for any part of this RFP shall certify that they have destroyed all provided materials (Please see Appendix E).

- 5. Receipt of Written Questions: Due 9 days from RFP issue date (April 6, 2017) @ 12:00pm HST to rfp@uhtasi.org
- 6. Posting of Responses to Written Questions: Posted 11 days from RFP issue date (April 8, 2017) @ 5:00pm HST
- 7. **Closing Date/Time for Receipt of Proposals; any proposal received after this date and time shall be rejected: Due 14 days from RFP issue date (April 11, 2017) @ 5:00pm HST**

Key Schedule	Days from RFP Issue	Date
RFP Posted	-	March 28, 2017
Submit Notice of Intent	3 Days from RFP Issue Date	March 31, 2017 5:00pm HST
Submit Signed NDA	6 Days from RFP Issue Date	April 3, 2017 5:00pm HST
Confidential Proposal Teleconference	7 Days from RFP Issue Date	April 4, 2017 12:00pm HST
Submit Questions	9 Days from RFP Issue Date	April 6, 2017 12:00pm HST
Reponses Posted	11 Days from RFP Issue Date	April 8, 2017 5:00pm HST
Close Date of RFP	14 Days from RFP Issue Date	April 11, 2017 5:00pm HST

B. RFP Clarifications and Questions

Any explanation desired by an Offeror regarding the meaning or interpretation of the RFP, drawings, specifications, etc., shall be submitted in writing by the schedule deadline above. Oral explanations of instructions given before the award of the contract shall not be binding. Responses to all written questions shall be furnished to all prospective Offerors in writing as an amendment to the RFP.

Any questions regarding this RFP may be sent to rfp@uhtasi.org. The subject of the email shall be "RFP APCD-Security-Services-2017-03 Questions."

C. Tax Clearance for Proposals

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

Due to the fact that the proposal review and contract award period may be tightly scheduled, Offerors intending to submit proposals are required to have or start to apply for tax clearance prior to submission of the proposal in order to meet key dates.

D. Proposal Preparation Costs

The Offerors are responsible for all risks and costs for preparing any proposal in accordance with this RFP. The TASI/PHIDC shall not be responsible for any costs for the preparation of a proposal in response to this RFP.

E. RFP Amendments

The RCUH reserves the right to amend this RFP any time prior to the closing date of this RFP. The RCUH reserves the right to cancel this RFP at any time for any reason at no cost to the RCUH.

F. Submission of Proposals

1. **Proposals shall be submitted electronically to the TASI/PHIDC by email to: rfp@uhtasi.org**
2. Subject of the message shall be "RFP APCD-Security-Services-2017-03 Submission"

3. Proposals shall be submitted in Microsoft Word, Microsoft Excel, or PDF format

G. RFP Submittals Become Property of the RCUH

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

H. Evaluation of Proposals

All proposal(s) will be subject to evaluation by TASI/PHIDC for the purpose of selecting the proposal, which most closely meets the requirements and needs of TASI/PHIDC **based on the price of the proposal (40%); timelines (25%); clarity in tasks, methods, documentation, and expected results (25%); and completeness and thoroughness of the proposal (10%).**

Each Part of the Scope of Work (Part A, B, and C) shall be evaluated separately. Offerors may be selected for one or more parts of this RFP based on the evaluation criteria outlined above.

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly, and impartially by a committee of technical staff appointed by the TASI/PHIDC. All proposals must meet the minimum requirements specified in this RFP.

The selection committee may require additional written information from, or conduct discussions with Offerors in order to get a better understanding of their proposals. Proposals may also be determined to be acceptable without such discussions.

I. Best and Final Cost Proposals

TASI/PHIDC reserves the right to request a Best and Final Cost Proposal from Offerors.

J. Disqualification of Proposals

The RCUH reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be disqualified without further notice.

An Offeror shall be disqualified and the proposal 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 in a contract pursuant to an award, or provisions contrary to those required in the solicitation.

4. The Offeror is debarred or suspended.

K. Selection of Initial Proposals

The RCUH may select an Offeror on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Offeror's best terms.

L. 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.

M. References

Offeror must provide 3 references whom they have provided similar services for. RCUH reserves the right to contact any references and to reject a proposal submitted by any Offeror whose performance on other projects has been unsatisfactory.

N. Withdrawal of Proposals

Any Offeror may withdraw its proposal, either personally or by written request, at any time before opening of the proposals, provided that such notification is received by TASI/PHIDC before the date of the opening of the proposals. Negligence on the part of the Offeror in preparing its proposal confers no right of withdrawal or modification of the proposal after such proposal has been opened.

O. Addendum to RFP

All changes or additions made to this RFP will be immediately distributed to all applicants who have expressed their intent to submit a response to the RFP. Failure to receive any such addenda will not constitute grounds for the applicant to claim grievance or to invalidate the RFP process.

P. Invoices and Payments

Payment will be made within 30-days of receipt of invoice following the satisfactory receipt of services. Should TASI/PHIDC not be satisfied with the workmanship and/or work product, TASI/PHIDC will inform the Contractor and the Contractor shall remediate any deficiencies, including the report documentation.

A 15% retention from the billing will be withheld until the project is completed.

The Offeror shall provide a monthly report showing the progress and completion of the final agreed-upon tasks and amounts.

Q. RCUH General Terms and Conditions

The work will be performed under the RCUH General Conditions (Appendix B) and Special Conditions (Appendix C).

R. 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 14 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.

S. 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 VI.(C) 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.

APPENDIX A. NOTICE OF INTENT TO SUBMIT A PROPOSAL

Company Name: _____

Address: _____

Phone No.: _____

Email: _____

I acknowledge receipt of Request for Proposal No. APCD-Security-Services-2017-03 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 a 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. APCD-Security-Services-2017-03 but my company is not submitting a proposal.

Submitted by:

Signature Date

Typed Name

Title

APPENDIX B. GENERAL CONDITIONS FOR SERVICES AGREEMENTS

1. Coordination of Services by the State. RCUH, or RCUH's designee, shall coordinate the services to be provided by the CONTRACTOR in order to complete the Project. The CONTRACTOR shall maintain communications with RCUH or the RCUH designee, at all stages of the 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 the CONTRACTOR in accordance with the provisions of this Agreement. It is understood that RCUH does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract to RCUH.
 - b. CONTRACTOR and the 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 the 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 the CONTRACTOR by reason of this Agreement, including but not limited to (i) income taxes, (ii) employment related fees, assessments and taxes, and (iii) general excise taxes. 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 the CONTRACTOR and the 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 or agents are experienced and fully qualified to engage in the activities and services required under this Agreement, and that all applicable licensing and operating requirements imposed or required under federal, state 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 the 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 the CONTRACTOR's services under this Agreement.

7. Modifications of Agreement. Any modification, alteration, amendment, change, or extension to any term, provision, or condition of this Agreement shall be made only by written amendment to this Agreement, signed by CONTRACTOR and RCUH. No modification, alteration, amendment, change, or extension to any term, provision, or condition of this Agreement, signed by any persons, shall be binding on RCUH unless signed by an authorized official of RCUH.

8. Suspensions of Agreement. RCUH reserves the right at any time and for any reason to suspend all or any part of the performance required by this Agreement for any reasonable period, upon written notice to CONTRACTOR. Upon receipt of said notice, CONTRACTOR shall immediately comply with said notice and suspend all such work under this Agreement at the time stated.

9. Termination of Agreement for Default.

- a. If CONTRACTOR breaches this Agreement by failing to satisfactorily fulfill in a timely or proper manner CONTRACTOR's obligations under this Agreement, or failing to perform any of the promises, terms, or conditions of this Agreement, and having been given reasonable notice of and opportunity to cure such default, fails to take satisfactory corrective action within the time specified by the RCUH, RCUH shall have the right to terminate this Agreement in whole or in part, by giving written notice to CONTRACTOR of such termination at least seven (7) calendar days before the effective date of such termination. In the case of a partial termination, CONTRACTOR shall continue performance of this Agreement to the extent it is not terminated.
- b. CONTRACTOR shall, within four (4) weeks of the effective date of such termination (or within four (4) weeks of the scheduled expiration of the time of performance specified in this Agreement, whichever is earlier), compile and submit in an orderly manner to RCUH an accounting of the work performed up to the effective date of termination or expiration. In such event, CONTRACTOR shall be paid for the actual cost of the services rendered, but in no event more than the total compensation payable to CONTRACTOR under this Agreement.
- c. As of the date of termination provided in the notice, CONTRACTOR shall incur no further obligations in connection with the terminated performance, and CONTRACTOR shall stop performance to the extent specified. CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance, subject to RCUH's approval. RCUH may choose to direct CONTRACTOR to assign CONTRACTOR's right, title, and interest under terminated orders or subcontracts to RCUH.
- d. CONTRACTOR shall not be relieved of liability to RCUH for damages sustained because of any breach by CONTRACTOR of this Agreement, including but not limited to RCUH's procurement of similar goods and services in a manner and upon terms deemed appropriate by RCUH. In such an event, RCUH may retain any amounts which may be due and owing to the 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 or 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 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. All finished or 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 the CONTRACTOR's performance of this Agreement.

12. Indemnification and Defense. CONTRACTOR shall defend, indemnify, and hold harmless RCUH, 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) calendar days after RCUH's receipt of CONTRACTOR's written request, whichever comes 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 Rights and Intellectual Property Rights.
 - a. **Physical Material.** RCUH 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 RCUH 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 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 RCUH 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. RCUH 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 materials 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 RCUH any and all copyrights in and to the material. If determined by RCUH to be necessary, CONTRACTOR and RCUH shall execute any and all documents necessary to establish RCUH as the owner of the material, without the need for any additional consideration.
16. Publicity. CONTRACTOR shall not refer to RCUH, 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 execution of this Agreement, if \$25,000 or more.

19. Governing Law. The validity of this Agreement and any of its terms and/or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Agreement shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.
20. Notices. Any written notice required to be given by a party to this Agreement shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid, to RCUH at its address and to CONTRACTOR at its address, as indicated in this Agreement. A notice shall be deemed to have been received by the recipient three (3) days after mailing or at the time of actual receipt, whichever is earlier.
21. Severability. In the event that any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Agreement, provided that the remaining terms and conditions of this Agreement remain legal and enforceable.
22. Waiver. The failure of RCUH to insist upon the strict compliance with any term, provision or condition of this Agreement shall not constitute or be deemed to constitute a waiver or relinquishment of RCUH's right to enforce the same in accordance with this Agreement.
23. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.
24. Federal Provisions.
 - a. If federal funds (under a federal grant) are expended under this Agreement, CONTRACTOR shall comply with the applicable provisions of Appendix C.
 - b. If federal funds, under a federal prime contract, a federal cost-type prime cost reimbursable contract, or a federal cost-type prime cost reimbursable contract are expended under this Agreement, additional Federal Acquisition Regulations will apply.

APPENDIX C. SPECIAL CONDITIONS FOR SERVICES AGREEMENTS

FEDERAL PROVISIONS

(Applicable to Contracts under Federal Grants)

1. ANTI-KICKBACK ACT (40 U.S.C. 3145). For construction or repair projects in excess of \$2,000, the contractor/subcontractor/vendor shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States).
2. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141-3148). For construction projects in excess of \$2,000, the contractor/subcontractor/vendor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148), as supplemented by Department of labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).
3. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708). For all projects in excess of \$100,000 that involve the employment of mechanics or laborers, the contractor/subcontractor/vendor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
4. RIGHTS TO INVENTIONS. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2(a), and the contractor/subcontractor enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement”, the contractor/subcontractor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements”, and implementing regulations issued by the awarding agency.
5. ANTI-LOBBYING (31 U.S.C. 1352). If this purchase is more than \$100,000, the contractor/subcontractor/vendor must certify that it will not or has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee or any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by the Byrd Anti-Lobbying Amendment (31 U.S.C.1352). The

contractor/subcontractor/vendor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

6. DEBARMENT AND SUSPENSION. In accordance with Executive Orders (EO) 12549 and 12689, "Debarment and Suspension," a purchase of more than \$35,000 must not be made from a contractor/subcontractor/vendor that is debarred, suspended, or proposed for debarment. For purchases of more than \$35,000, the contractor/subcontractor/vendor shall certify that it is or is not debarred, suspended, or proposed for debarment by the Federal Government or the RCUH shall check the System for Award management (SAM) at <https://www.sam.gov/portal/SAM/#1>. Recipients shall fully comply with the requirements stipulated in Subpart C of 45 CFR 620, entitled "Responsibilities of Participants Regarding Transactions". The recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 45 CFR 620, entitled "Covered Transactions", includes a term or condition requiring compliance with Subpart C. The recipient is also responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transaction. The recipient acknowledges that failing to disclose the information required under 45 CFR 620.335 may result in the termination of the award, or pursuance of other available remedies, including suspension and debarment.
7. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
8. CLEAN AIR ACT (42 U.S.C. 7401-7671q) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

9. **RIGHT TO AUDIT.** For all negotiated purchases of more than \$150,000, the contractor/subcontractor/vendor agrees that RCUH, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to and the right to examine any pertinent books, documents, papers and records of such contractor/subcontractor/vendor involving transactions related to this purchase.
10. **TRAFFICKING IN PERSONS.** For subawards (pursuant to 22 U.S.C. 7104(g)), the subrecipient shall comply with the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104), as implemented by 2 CFR 175.
11. **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT.** For first-tier subawards, the subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA or Transparency Act – P.L. 109-282, as amended by Section 6202(a) of P.L. 110-252).
12. **TERMINATION FOR CAUSE (VIOLATION/BREACH) OR CONVENIENCE OF RCUH.** All purchases in excess of \$10,000 must be subject to one of the following: (1) If RCUH Attachment 31 (General Terms and Conditions Applicable to All Purchase Orders) applies to the purchase, clause 18 of Attachment 31 shall control; (2) if RCUH Attachment 31 does not apply to the purchase, a termination clause (agreed to by RCUH) indicating RCUH's ability to terminate for cause and convenience should be included as part of the purchase. Any purchase terminated for cause shall not relieve the contractor/subcontractor/vendor of its liability to RCUH for any breach or violation by the contractor/subcontractor/vendor.
13. **PROCUREMENT OF RECOVERED MATERIALS (2 CFR § 200.322).** All contractors/subcontractors/vendors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. All purchases of items designated in 40 CFR Part 247, which are in excess of \$10,000, must contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

APPENDIX D. NON-DISCLOSURE AGREEMENT

See separate Attachment.

