

REQUEST FOR PROPOSALS (RFP) NO. 095-001

The Research Corporation of the University of Hawaii

requests proposals for the

**DESIGN, FABRICATION, INSTALLATION, AND ENHANCEMENT
OF 'IMILOA ASTRONOMY CENTER EXHIBITS**

for the

**'Imiloa Astronomy Center
University of Hawai'i at Hilo
Hilo, Hawai'i**

November 18, 2010

NOTICE TO OFFERORS

Proposals responding to the Research Corporation of the University of Hawaii (RCUH) Request for Proposals (RFP) No. 095-001, "Design, Fabrication, Installation, and Enhancement of 'Imiloa Astronomy Center Exhibits," **shall be submitted via mail or courier and received at the 'Imiloa Astronomy Center, Attention: Maile Lu'uwai, 600 'Imiloa Place, Hilo, HI 96720 (Phone: 808-969-9712), no later than 4 PM HAWAII STANDARD TIME, December 4, 2010. The proposal must be submitted in pdf format on one (1) CD ROM accompanied by one (1) printed hard copy.**

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. Please refer to the Administrative Overview section in this RFP for other related key dates.

Offerors may request a copy of RFP No. 095-001 to be sent via email by providing the offeror's name, address, contact person, telephone number, and email address. Written requests shall be emailed to RFP.imiloahawaii.org.

Michael P. Hamnett
Executive Director
Research Corporation of the University of Hawaii
2800 Woodlawn Drive, Suite 200
Honolulu, Hawai'i 96822

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LIST OF WEBSITE REFERENCES

Research Corporation of the University of Hawaii

<http://www.rcuh.com>

‘Imiloa Astronomy Center

<http://www.imiloahawaii.org>

State of Hawai‘i Department of Taxation

Tax Facts 2000-1

<http://www.state.hi.us/tax/taxfacts/tf00-01.htm>

Tax Clearance Application

<http://www6.hawaii.gov/tax/2009/a6.pdf>

Tax Clearance Instructions

<http://www6.hawaii.gov/tax/2009/a6ins.pdf>

Furlough and Holiday Calendar (Office Closures)

<http://hawaii.gov/gov/furlough/attachments/ATTACHMENT%20B%20-%20MOST%20DEPTS.pdf>

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) to solicit proposals from Offerors who wish to be considered to provide the design, fabrication, installation, and enhancement of 'Imiloa Astronomy Center exhibits for the 'Imiloa Astronomy Center, University of Hawai'i at Hilo. The contract is intended for five (5) years and will be issued and administered as an Agreement for Services with the RCUH. Federal funds to be awarded annually will be utilized. The total contract amount is restricted to \$2.3 million in total to be awarded over the five-year period.

1.2 RFP ORGANIZATION

This RFP is organized into the following sections:

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

Section 2, Scope of Work—Provides offerors with a general description of the tasks to be performed.

Section 3, Proposal Requirements—Explains the required format and content for the offeror's proposal.

Section 4, Evaluation of Proposals and Basis for Award—Describes how proposals will be evaluated and the basis for award by the RCUH.

Section 5, General Conditions—Provides offerors with the general terms and conditions under which the work will be performed.

Section 6, Special Conditions—Provides offerors with the special terms and conditions under which the work will be performed.

1.3 SCHEDULE OF RFP KEY DATES

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

Date of Notice (RFP issued)	November 18, 2010
Closing Date for Written Questions	November 24, 2010
Posting of Responses to Written Questions	November 30, 2010
Closing Date for Receipt of Proposals	December 4, 2010
Proposal Review Period	December 5-9, 2010

Contractor Selection and Award
Services Start Date (Tentative)

December 10, 2010
December 13, 2010

1.4 RFP AMENDMENTS

The RCUH reserves the right to amend the RFP at any time prior to the closing date for best and final offers. All RFP amendments will be posted on the 'Imiloa Astronomy Center website, <http://www.imiloahawaii.org>. Check the Request for Proposals link. It is the responsibility of the Offeror to check the website for any amendment(s). The RCUH reserves the right to cancel this RFP at any time for any reason at no cost to the RCUH.

1.5 QUESTIONS BY POTENTIAL OFFERORS AND OFFERORS TO RCUH

All questions by potential Offerors or Offerors shall be submitted in writing via email to the Technical Representative, Maile Lu'uwai using the address RFP@imiloahawaii.org. Questions regarding proposal requirements, contents, and details will receive a response only for those questions received **no later than 4 PM, Hawai'i Standard Time, December 4, 2010**. All received questions and responses will be posted by November 30, 2010 on the 'Imiloa Astronomy Center website, <http://www.imiloahawaii.org>. Check the Request for Proposals link. It is the responsibility of the Offeror to check the website for any questions and responses.

1.6 QUESTIONS BY RCUH TO OFFERORS

The Offerors are responsible for ensuring the correctness and readability of their proposal. However, the RCUH reserves the right to seek clarifications during the Proposal Review. 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). 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.

1.7 TAX CLEARANCE FOR PROPOSALS

A tax clearance from the State of Hawai'i Department of Taxation and the Internal Revenue Service is not required for submission of a proposal. However, in accordance with Section 103-53, Hawai'i Revised Statutes, the selected Contractor shall submit original tax clearances from the State of Hawai'i Department of Taxation and Internal Revenue Service prior to execution of the Agreement for Services. Tax clearances obtained shall certify that all tax returns due have been filed, and all taxes, interest, and penalties levied or accrued under the provisions of Title 14 that are administered by the State of Hawai'i Department of Taxation and under the Internal Revenue Code against the Offeror have been paid.

State of Hawai'i Department of Taxation References:

Tax Facts 2000-1

<http://www.state.hi.us/tax/taxfacts/tf00-01.htm>

Tax Clearance Application

<http://www6.hawaii.gov/tax/2009/a6.pdf>

Tax Clearance Instructions

<http://www6.hawaii.gov/tax/2009/a6ins.pdf>

Furlough and Holiday Calendar (Office Closures)

<http://hawaii.gov/gov/furlough/attachments/ATTACHMENT%20B%20-%20MOST%20DEPTS.pdf>

1.8 PREPARATION COSTS

Any costs incurred by the Offeror 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.

1.10 SUBMISSION OF PROPOSALS

Offerors **shall submit their proposals via mail or courier to be received at the 'Imiloa Astronomy Center, Attention: Maile Lu'uwai, 600 'Imiloa Place, Hilo, HI 96720 (Phone: 808-969-9712), no later than 4 PM HAWAII' STANDARD TIME, DECEMBER 4, 2010. The proposal must be submitted in pdf format on one (1) CD ROM accompanied by one (1) printed hard copy.** It is the responsibility of all Offerors to confirm that the RCUH has received their proposal prior to the Closing Date for Receipt of Proposals.

1.11 RFP SUBMITTALS BECOME THE PROPERTY OF RCUH

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

1.12 OPENING OF PROPOSALS

Proposals will be opened at **8 a.m. Hawai'i Standard Time, on December 4, 2010**, or as amended at the office to which the proposals are submitted, the 'Imiloa Astronomy Center, 600 'Imiloa Place, Hilo, Hawai'i 96720. 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 submitted by an Offeror as part of an Offeror's proposal be available for public inspection.

1.13 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 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:

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

1.14 REFERENCES

The RCUH reserves the right to use and contact the references named in Appendix B References, and to reject a proposal submitted by any Offeror whose performance on other projects has been unsatisfactory.

1.15 SELECTION ON INITIAL PROPOSALS

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

1.16 BASIS FOR SELECTION

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

1.17 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.

1.18 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.

1.19 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 participate in the payback to the extent the amount of the disallowance or adjustment contributed to the total fee received by the Contractor. Payment to the RCUH shall be made within THIRTY (30) calendar days from which official notice is received by the Contractor from the RCUH.

1.20 PROCUREMENT OFFICER

This RFP is issued by the Research Corporation of the University of Hawaii. The Procurement Officer responsible for overseeing the Agreement for Services is Ms. Alison Akamine, Fiscal Services Specialist, Research Corporation of the University of Hawaii, Office of Research Administration and Project Development, 640 North A’ohoku Place, Hilo, Hawai’i 96720.

1.21 TECHNICAL REPRESENTATIVE OF THE PROCUREMENT OFFICER (TRPO)

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

Maile Lu’uwai
Project Administrator
Email: RFP@imiloahawaii.org

‘Imiloa Astronomy Center
600 ‘Imiloa Place
Hilo, HI 96720
Telephone: (808) 969-9712

SECTION 2 SCOPE OF WORK

2.1 OVERVIEW

The Research Corporation of the University of Hawaii (RCUH) intends to enter into a five-year Agreement for Services with a Contractor to provide design, fabrication, installation, and enhancement of exhibits for the 'Imiloa Astronomy Center ('Imiloa), University of Hawai'i at Hilo, Hilo, Hawai'i.

In the mid-1990s a team of educators, scientists, and community leaders envisioned a comprehensive educational facility that would showcase the connections between the rich traditions of Hawaiian culture and the groundbreaking astronomical research conducted at the summit of Maunakea.

Their vision became reality when the \$28 million, 40,000-square-foot exhibition and planetarium complex located on nine (9) acres in the University's Science and Technology Park opened its doors on February 20, 2006.

'Imiloa brings together members of the Hawaiian and astronomy communities to share a common vision for the future and to share information about the cultural and natural history of Maunakea with students, teachers, local residents, and visitors from around the world. 'Imiloa links to early Polynesian navigation history and knowledge of the night skies, and today's renaissance of Hawaiian culture and wayfinding with parallel growth of astronomy and scientific developments on Hawai'i island.

'Imiloa's mission is to celebrate Hawaiian culture and Maunakea astronomy, sharing with the world an inspiring example of science and culture united to advance knowledge, understanding, and opportunity. The achievement of this mission is grounded in five (5) *loina* or guiding principles:

'Imiloa: Exploration driven by a sense of wonder and imagination.

Na'auao: Education that is authentic, sparks creativity, and inspires children.

Ho'okipa: Aloha spirit that exemplifies respect, honesty, and care.

Alulike: Teamwork for continuous improvement.

No'ono'o Palua: Bilingual fluency is an ideal to which we aspire.

In March 2010, 'Imiloa released its *Strategic Report and Assessment*. The report was completed as part of 'Imiloa's strategic planning exercise to chart a new course for the future. The report is based on interviews with 'Imiloa staff, docents,

and key stakeholders during the consultant's two-day site visit to 'Imiloa. The report identifies five (5) strategic goals critical to the growth and future of 'Imiloa:

- Deliver on the mission by improving the integration of science and culture.
- Honor Maunakea. Focus science exhibits on the world-class research conducted at the local observatories.
- Engage visitors and the community in an open dialog about the conflicts and commonalities between scientific and Hawaiian worldviews.
- Create visitor experiences that change in order to encourage and support repeat visitation.
- Create richer and more abundant experiences for children in general and young children in particular.

References:

'Imiloa Astronomy Center Website
<http://www.imiloahawaii.org>

Strategic Report and Assessment is available upon request. Please contact Maile Lu'uwai at RFP@imiloahawaii.org.

2.2 STATEMENT OF WORK

The primary goal of this project is to create a fluid and dynamic sequential exhibit experience that integrates science and Hawaiian culture and honors Maunakea. The end goal is to establish 'Imiloa as a world class facility that attracts residents and visitors to visit and revisit 'Imiloa to generate an economic base for operational sustainability.

The Contractor will support this project goal by engaging in cultural sensitivity and working collaboratively with 'Imiloa representatives to plan and design a high quality sequential exhibit experience and fabricate and install the exhibits as to be specified in the final concept/design plan.

'Imiloa has a total Project Budget of 2.3 million dollars. The amount of \$200,000 of the Project Budget is allocated to the conceptual planning phases of the project. The Project Budget balance of 2.1 million dollars is designated for all other phases of work.

The Contractor's plans must honor 'Imiloa's mission and align with 'Imiloa's strategic goals.

The scope of work includes, but is not limited to, the following:

- a. Conceptual planning to develop a sequence of exhibit experiences consistent with 'Imiloa's mission and strategic goals including:

- Schematic design and construction drawings of all exhibit zones with major exhibits in plain view;
 - 3-D renderings of all exhibit zones, in sufficient detail to allow members of the planning team to understand how the new exhibits will look and feel in space; and
 - A written report describing all major components in each exhibit zone, including descriptions of media installations and theaters, interactive lectures, and major artifacts. The report shall address key audiences and describe, in detail, how the new program meets their needs.
- b. Graphic and audiovisual products and services;
 - c. Design services;
 - d. Construction services including the fabrication of the elements of design and management of subcontracts and subcontractors;
 - e. Installation services, including shipment/delivery of the exhibit elements to 'Imiloa Astronomy Center, 600 'Imiloa Place, Hilo, Hawai'i, coordination of the receipt of the exhibit elements, storage of elements (if required), assembly and connection of the exhibit elements, and verification that all elements function as specified;
 - f. Training staff and docents on operational procedures; and
 - g. Maintaining the exhibits for one year after installation.

The progression of work is elaborated below.

Conceptual planning. The Contractor shall meet on site with representatives of 'Imiloa to survey existing exhibits and develop concept ideas for the exhibit space. Further on-site, virtual, and/or conference call meetings are required throughout the Agreement for Services.

Graphic and audiovisual products and services. The Contractor shall be responsible for meeting all Federal Americans with Disabilities Act (ADA) mandates and guidelines. All graphic designs will become the exclusive property of 'Imiloa and may be used freely without permission or additional cost for any 'Imiloa products. All design work associated with this Agreement for Services cannot be used by the Contractor for other clients and projects.

Design services. The Contractor shall work collaboratively with 'Imiloa representatives to devise a Concept and Design Plan. The following shall be required:

- Concept Development Meetings
- Design Concept
- Preliminary Design
- Design Development Drawings

Construction and fabrication services. Upon completion and approval of the final Concept and Design Plan, the Contractor, in collaboration with ‘Imiloa representatives, shall establish a schedule for submission of staged documents. A detailed schedule and cost estimate for the following progress stages will be required:

- Construction Drawings
- Construction Fabrication
- Installation
- Maintenance and Support

Installation services. The Contractor shall arrange for shipment of the exhibit elements from the fabrication site and will be responsible for protecting the elements from damage. The Contractor shall be responsible for delivery and storage of elements. Storage will not be provided by ‘Imiloa. The Contractor shall provide an assembly crew to move the exhibit elements into the space, assemble the pieces, and validate full operation as designed and specified.

Training. Contractor shall provide training to ‘Imiloa staff and docents within one week from exhibit installation.

Maintenance. The Contractor shall be available for maintenance of all exhibit components, especially the electronic elements for a period of one year after installation. The Contractor shall commit to a response time of not more than one business day after receiving a call or other ‘Imiloa notification of a failure or other problem and shall provide evidence of their capability in their proposal. The business days for ‘Imiloa are Tuesday through Sunday. The Contractor shall repair or replace any item that malfunctions or otherwise fails to perform as intended and specified, if such malfunction or failure occurs with normal use of the equipment and is the result of a fabrication fault or product malfunction and not user abuse. The cost to repair or replace defective or faulty items, including material and labor costs, within the first year after installation shall be borne by the Contractor.

The schedule below is the RCUH’s proposed timeline from initiation to completion of the work. The completion dates may be modified, as needed, during the course of the work.

Project Phase	Proposed Completion Date
Concept and Design Plan (including project prioritization, phases, timelines, and	February 28, 2011

Exhibit renovations and improvements shall be completed as a series of smaller projects spanning a period of five years. The goal is to close only a few exhibits at any one time. The individual projects can be completed in any order, with the exception of The Forum. Since The Forum is dependent on the visitors' understanding of issues surrounding Maunakea presented in and evolved from other exhibit experiences, it will be the last project.

The 15 multi-phase projects sequenced below and their exhibit experiences are proposed in 'Imiloa's *Strategic Report and Assessment*. The exhibit experiences as proposed will provide the basis for conceptual planning and design. 'Imiloa remains open to dynamic and fluid collaborative discussion with the Contractor during the conceptual planning process to engage these recommendations and other ideas in development of a final concept plan and design.

1. The Garden

- Add a *Keiki* (Children's) Discovery Zone featuring whole-body exploration. A climb-on canoe is a possible feature.
- Add interpretive signage to support a self-guided tour of the Garden.
- Consider a mobile phone tour using the visitor's own cell phone or mobile device.
- Consider adding interpretive exhibits along the Garden path, such as an Art Walk featuring local artists or natural and cultural history displays.
- Add a water feature, possibly a Hawaiian fishpond that can be used for activities related to Hawaiian culture.

2. The Lobby

- Add an iconic exhibit element in the rotunda. One possibility is to move the existing canoe model to this location.
- Improve the wayfinding signage to highlight the Planetarium, exhibit galleries, Sky Garden restaurant, and Moanahoku Hall.

3. The Introductory Experience

- Enhance the immersive qualities of the entry experience through more detailed modeling and special effects.
- Add cultural artifacts, such as the existing collection of adze blades, with appropriate interpretation.
- Create a walk-through media experience that follows the visitor through the environment, through use of wayside video and audio. Use the media effects to introduce and interpret key elements of Hawaiian cultural traditions. In effect, the entire sequence becomes a large walk-through theatre.

- Incorporate elements of the *Kumulipo* (genealogy chant) change into the media experience. Provide a mini-theater to one side for visitors who wish to listen to the chant in its entirety.
- Remove the existing trailside journals to another location later in the experience, perhaps as part of the Genealogy Workshop (see below). Visitors need a comfortable place to sit if they are expected to read the journals.
- Clarify the entry and exit sequence so that arriving visitors no longer turn to the right into the Forest of Faces. At the same time, provide a bypass so that regular visitors can enter the main exhibit galleries without passing through the entry experience if they so wish.

4. The ‘Imiloa Perspectives Theater

The Kumulipo Theater as presently conceived is insufficiently interpreted as well as inadequate technically. Key recommendations:

- Repurpose the Kumulipo Theater as a new ‘Imiloa Perspectives Theater. The Theater serves as a bridge between science and culture. Visitors learn about the similarities and the differences between the two.
- This Theater is a key element of the interpretative programs, providing visitors the context and insight they require to understand the exhibits they are about to see later in the experience.

5. The Genealogy Hall and Workshop

Genealogy Hall is intended to complete the *Kumulipo* story, but few visitors are currently aware of its significance. Key recommendations:

- Convert the Hall in whole or in part to a Genealogy Workshop. This is the first of several workshop spaces where visitors have a chance to be deeply engaged. In this workshop, they can explore their own genealogy, contribute to ‘Imiloa’s database, or browse through records of the people of the island.
- The Workshops generally, and this in particular, are intended to be rich resources of particular interest to members and repeat visitors. Accordingly, the Genealogy Workshop should be easily accessible without necessarily passing through the Origins Theater first.

6. The Science of Maunakea

The existing Science Origins gallery is generic in the sense that the exhibits have no specific connection to Hawai‘i. Additionally, the relationship to the preceding Hawaiian origins galleries is obscure.

- Replace most or all of this space with a new Science of Maunakea exhibit. This gallery serves as the bookend to the Maunakea model visitors encountered earlier, both physically and conceptually. The central display could be based on photomural, walk-diorama, or other technique. The goal is to re-introduce the mountain, this time as the center of the most important astronomical observatory in the world.

- This exhibit is not about the astronomy as much as it is about the mountain and the special features that make it useful to astronomy.
- Introduce the reasons behind Maunakea’s special importance to astronomers—the weather that provides ideal viewing conditions, the location near the equator, and the great height about the atmosphere.
- Add a section on conservation science and ecology.
- Provide interactive exhibit experiences where visitors can explore these topics.
- Relate the science of the mountain to its cultural uses. In many cases the same features that make Maunakea valuable to science also gave it spiritual significance to the ancient Hawaiians.

7. The Explorer’s Theater

Explorer’s Theater replaces the Cosmic Kitchen, which is popular but off message. Key recommendations:

- Create a new theater that unifies Hawaiian and scientific explorations. Explorer’s Theater is the second of two theaters designed to establish ‘Imiloa’s major themes (Origins Theater is the first).
- The experience in this theater should be inspiring and compelling, and should illustrate the similarities between the journeys of the ancient Hawaiians and contemporary scientists.
- Use the theater to put a human face on science. Introduce the astronomers, and draw out their passion for their work. Introduce their supporting cast of engineers and technicians who work at the Maunakea observatories.

8. Explorations in Hawaiian Culture

As visitors exit the theater, they now have the context they need to understand the cultural and scientific exhibits they are about to see. Key recommendations:

- Consider bringing in a real sea-voyaging canoe to serve as the icon for this space. The current canoe model, while beautiful, does not have sufficient visual or emotional weight to carry this role.
- Consider developing the canoe as an immersive experience. Allow visitors to go on board, play with the equipment, learn to tie knots, navigate or raise the sails. This type of whole-body, multi-sensory experience is far more powerful and memorable than simply looking at the canoe, especially for children.
- Consider adding immersive media effects to give visitors a sense of what it might be like to be at sea aboard a craft such as this.
- Reduce the load of graphics in this area. There is far too much to read, and not enough to do.
- If ‘Imiloa chooses not to install a climb-on canoe within the gallery. Consider creating interactive exhibits to allow visitors to explore many of the same technologies that would otherwise have been on board.
- Reconfigure the media displays in this area. The stories of the

navigators and crew are compelling and personal, but get less attention than they deserve because the linear-play media systems are not very engaging. An interactive “interview the crew” installation is one possibility, mini-theaters another.

- Design exhibits for family use whenever possible. Many of the current exhibits are designed for use by one visitor at a time. Exhibits designed for multiple users encourage family and social interactions, which benefits learning.
- Create a sense that canoe exploration is real and on-going rather than something that happened only in the past. Add a real-time tracking system of current missions for Hokule‘a and other Hawai‘i ocean-going canoes. This could be electronic or, perhaps better, a simple hand-annotated pin-up map. Post logs of the voyages. Link to blogs of current trips if available.

9. Explorations in Science

The current exhibits in this area focus generally on the basics of science, and only indirectly on the state-of-the-art research at Maunakea. Key recommendations:

- Here again, put a human face on the science, because people relate to people. Introduce the scientists and tell their stories, whether through graphics or media. Tell the stories of others who work on the mountain as well, as inspiration to young people about possible careers to explore.
- Emphasize the research at Maunakea. Add stations where visitors can explore the latest findings. Add real-time webcams of activities at the Observatories.
- Add a second ViewSpace station at this location.
- Put the telescopes back in astronomy. Let visitors have a chance to control the instruments, whether simulated or real. Showcase the technologies.
- Add a section on space exploration, drawing on the career of astronaut Lacy Veach, who took a Hawaiian adze blade aboard the space shuttle. Consider a replica viewing cupola from the International Space Station where kids can “go to space” and share the views the astronauts see. Contrast the space shuttle to Hawaiian ocean-going canoes as vehicles for exploration.
- Keep the 4D2U Theater. It is popular and directly related to the work of the Observatories. However, consider a better projection system based on a single screen.
- Keep many of the basic science exhibits, based on their popularity and success. The goal for this zone is not to replace the science but rather to contextualize it by adding stories of people and place.
- Reduce the graphic density in this zone and increase the degree of interactivity.

10. The Explorations Workshop

Explorations, and 'Imiloa's exhibits in general, offer relatively few experiences suited to repeat visitors. Workshops help to fill that void. Key recommendations:

- Add a workshop that unites the two Explorations theme areas. Offer in-depth follow-up activities where visitors can explore optics, build a simple telescope, explore celestial navigation, or participate in any of several activities and programs related to exploration.
- The workshop should be designed as a flex space that can be used with or without facilitation and can double as a classroom.

11. Keiki (Children's) Corner

At present, 'Imiloa offers little or nothing for very young children. Key recommendations:

- Add a Keiki Corner, perhaps integrated with the Exploration zone.
- Provide opportunities for whole-body exploration, climbing activities, creative role play, and simple construction activities. The Keiki Corner should be physically separated from other nearby exhibits as a safe place for 'Imiloa's littlest explorers
- Add early childhood activities here and there where they make sense throughout the other galleries. The activities should be discrete, perhaps by putting them at lower height visible only to the children, so that they do not detract from the experience other visitors are having.

12. Hawaiian Cultures

The music zone and languages classroom seem disconnected from the surrounding Explorations exhibits. These spaces should be integrated and activated. Key recommendations:

- Establish a Hawaiian Cultures Workshop in the space currently occupied by the languages classroom, possibly spilling out into the adjacent music exhibit area as well.
- Continue the theme of exploration here by giving visitors the tools to explore cultural traditions.
- Place Hawaiian culture in the context of sustainability. Music, hula, and language are critical to the survival of this indigenous culture and its identity. Cultural sustainability is a global issue directly linked to environmental sustainability. Telling this story provides another point of connection between 'Imiloa's cultural and scientific stories.
- Like the two workshops previously described, this one should be full of varied activities from which visitors may choose, making it possible to use the space in many different ways on subsequent visits.
- Include opportunities for visitors to explore and reflect upon the significance of Maunakea both in Hawaiian tradition and in astronomy, perhaps including a reading corner dedicated to this subject.
- This workshop, like the others, should operate in facilitated, unfacilitated, and classroom modes.

13. The Forum

'Imiloa does not presently address the controversies surrounding Maunakea. Key recommendations:

- Add an exit experience where visitors can explore the specific issues of development on the mountain in greater depth. Include updates on plans for the Observatories and on other significant issues affecting the mountain.
- Add a component where visitors can express their own views. This unit could be an electronic voting station where visitors record their vote and then compare their opinions to those of others, or a low-tech pin-up board where visitors post notes to share with others.

14. Science on a Sphere

Science on a Sphere is an underutilized asset with direct connections to science and to Hawaiian navigation. Key recommendation:

- Move Science on a Sphere to the Explorations zone, where it will serve as a point of connection between science and culture. Use it to track current events, such as the recent Chilean tsunami, or to illustrate the routes of current and ancient canoe explorers. Create an interactive interface so that visitors can choose which programs they want to see.

15. Forest of Faces

The experience concludes, as it does now, with the Forest of Faces, an expression of our interconnectedness and commonalities as human beings.

SECTION 3 PROPOSAL REQUIREMENTS

3.1 INTRODUCTION

This section outlines the proposal requirements for this RFP which shall be submitted by the deadline set for submission of proposals—**no later than 4 PM HAWAI'I STANDARD TIME, DECEMBER 4, 2010**. Fulfillment of all proposal requirements listed is **mandatory** for consideration of proposals.

The proposal shall be organized into sections as follows:

The Proposal

Proposal Letter (Appendix A)

References (Appendix B)

3.2 THE PROPOSAL

A. CONTRACTOR'S PROFILE

The Offeror shall provide its firm's history, years in business, philosophy or core values, governance and organization, number of employees, location(s), contact information, professional memberships and certifications, and awards and recognitions. The Offeror shall detail the services it provides to clients and identify those that are routinely subcontracted.

B. CONTRACTOR'S QUALIFICATIONS

The Offeror shall provide the names, titles, experience, and qualifications of all technical persons to be assigned to this contract. The principal technical contact or project manager shall be identified. Resumes may be included.

C. CONTRACTOR'S BUSINESS CONTACT

The Offeror shall provide the name, title/function, and contact information of a business associate for fiscal matters related to this contract.

D. CONTRACTOR'S KNOWLEDGE AND EXPERIENCE

The Offeror shall have a minimum of five (5) years experience in designing, fabricating, and installing exhibits. Identify the types of clients worked with (e.g., governmental agency, academic institution, private art museum, etc.), their geographic locations, the project's scope and size, and the contract amount.

The Offeror shall provide photographic or videographic evidence for three (3) projects. The visuals should be labeled or accompanied by audio so that they can be identified and verified. The Offeror may provide web links for the evaluation committee to view.

The Offeror shall elaborate on its experience in designing, fabricating, and installing science-based exhibits. Describe in detail any projects that focused on astronomy.

The Offeror shall elaborate on its experience in designing, fabricating, and installing culturally-based exhibits. Describe in detail any projects that showcased the Hawaiian culture, Polynesian culture, or an indigenous culture.

The Offeror shall elaborate on its experience in designing, fabricating, and installing interactive exhibit experiences for young children. Describe in detail any special considerations/requirements of this audience.

The Offeror shall elaborate on its experience in designing, fabricating, and installing projects for clients located in geographically-challenged regions of the world. Describe in detail any projects that were located in Hawai'i or the Pacific region.

E. CONTRACTOR'S PLAN TO PERFORM THE WORK

1. The Offeror shall describe in detail how its firm plans to perform the work as described in Section 2.2 Statement of Work. Explain the steps to be taken to move from award to design to fabrication to installation to training, including client approvals and payment. Address how the firm will comply with the client's maintenance requirement. Identify those areas of the project that will be the most challenging or problematic for your firm and what may be done to make them less so. Describe the methods of communication that will be used to keep the client informed.
2. The Offeror shall provide a written conceptualization plan for the following exhibit experience: *The Science of Maunakea-Relate the science of the mountain to its cultural uses. The same features that make Maunakea valuable to science also gave Maunakea spiritual significance to the ancient Hawaiians.*

The plan should be cognizant of 'Imiloa's mission and guiding principles. The following strategic goals should be incorporated into the conceptualization plan:

- Deliver on the mission by improving the integration of science and culture.
- Honor Maunakea. Focus science exhibits on the world-class research conducted at the local observatories.
- Engage visitors and the community in an open dialog about the conflicts and commonalities between scientific and Hawaiian worldviews.
- Create visitor experiences that change in order to encourage and support repeat visitation.

F. CONTRACTOR'S SUBCONTRACTORS

The Offeror is considered as the prime Contractor. The Offeror's proposal must provide a list of the names and roles of Subcontractors. Subcontractors will be subject to the same Special Conditions imposed upon the Contractor. If a change in subcontractor is required during the project period, 'Imiloa shall be notified, in writing, at least ten days prior to the subcontractor performing any work on the project. The notification shall include the reasons that a change in subcontractor was required and the name and role of the new subcontractor.

3.3 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 corporation.

3.4 REFERENCES

The Offeror shall submit as Appendix B, up to THREE (3) client references that can attest to the firm's experience, quality of work, and service in designing, fabricating, and installing museum exhibits within the last FIVE (5) years.

SECTION 4 EVALUATION OF PROPOSALS AND BASIS FOR AWARD

4.1 EVALUATION OF OFFEROR PROPOSALS

The evaluation of proposals received in response to this RFP will be conducted comprehensively, fairly, and impartially. An Agreement for Services will be entered into with a responsive and responsible firm whose proposal is determined in writing to be advantageous to the RCUH, taking into consideration the evaluation factors set forth in this RFP.

All responsive proposals received by the submittal deadline of **4 PM HAWAI'I STANDARD TIME, DECEMBER 5, 2010** will be evaluated and scored.

4.2 EVALUATION COMMITTEE

A committee, comprised of at least three (3) 'Imiloa representatives, will evaluate and score each proposal submitted. The committee will submit its evaluations to the Procurement Officer. The Procurement Officer will review the RFP and the evaluations before the selection of a Contractor. The firm with the highest rank according to the criteria shown in this section shall be awarded the contract.

4.3 CRITERIA FOR EVALUATION

Two (2) categories will be used to evaluate the proposals.

- Contractor's Background and Qualifications
- Contractor's Plan to Perform the Work

Category 1: Contractor's Background and Qualifications, 50 Points Maximum

- Comprehensive description of the company's organization and qualifications (5 points)
- Years experience in designing, fabricating, and installing exhibits, minimum 5 years (5 points)
- Comprehensive description of clients and projects (5 points)
- Knowledge and experience in designing, fabricating, and installing science-based exhibits (5 points)
- Knowledge and experience in designing, fabricating, and installing culturally-based exhibits in Hawai'i. (5 points)
- Knowledge and experience in designing, fabricating, and installing culturally-based exhibits (3 points)
- Knowledge and experience in designing, fabricating, and installing interactive exhibit experiences for young children (5 points)
- Knowledge and experience in designing, fabricating, and installing exhibits for geographically-challenged regions (2 points)
- At least three (3) references for work performed relevant to this proposal (15 points)

Category 2: Contractor's Plan to Perform Work, 50 Points Maximum

- Comprehensive and logical sequence of steps for completing services outlined in the RFP, *See Page 18, Section E. 1* (35 points)
- Conceptualization Plan for Maunakea Exhibit, *See Page 18, Section E. 2* (15 points)

TOTAL EVALUATION POINTS = 100

4.4 BASIS FOR SELECTION AND AWARD OF AN AGREEMENT FOR SERVICES

The RCUH will execute an Agreement for Services with the highest-ranked responsible and responsive Offeror. The award will be based on a documented evaluation by the review committee, and which reflects the Offeror whose offer is the highest ranked and represents the most advantageous offer to RCUH taking into consideration predetermined factors and criteria.

4.5 REQUIREMENTS FOR AN AGREEMENT FOR SERVICES WITH THE RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII

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

- A. Tax clearance from the State of Hawai'i Department of Taxation and the Internal Revenue Service. In accordance with Section 103-53, Hawai'i Revised Statutes, the selected Contractor shall submit original tax clearances from the State of Hawai'i Department of Taxation and Internal Revenue Service prior to execution of the Agreement for Services. Tax clearances obtained shall certify that all tax returns due have been filed, and all taxes, interest, and penalties levied or accrued under the provisions of Title 14 that are administered by the State of Hawai'i Department of Taxation and under the Internal Revenue Code against the Contractor have been paid.
- B. Standards of Conduct Declaration
- C. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters
- D. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

Acceptance of an Agreement for Services with the Research Corporation of the University of Hawaii requires acceptance of the General Conditions for Services Agreements in Section 5 and Terms and Conditions Applicable to Contracts/ Purchase Orders (Under Federal Grants) in Section 6.

SECTION 5 GENERAL CONDITIONS

- 5.1 Coordination of Services by the State. RCUH, or RCUH's designee, shall coordinate the services to be provided by the CONTRACTOR in order to complete the Project. The CONTRACTOR shall maintain communications with RCUH, or RCUH designee, at all stages of the CONTRACTOR's work, and submit to RCUH or RCUH designee, for resolution, any questions which may arise as to the performance of this Agreement.
- 5.2 Relationship of Parties; Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
- a. In the performance of services required under this Agreement, the CONTRACTOR shall be an "independent contractor", with the authority and responsibility to control and direct the performance and details of the work and services required under this Agreement; however, RCUH shall have a general right to inspect work in progress to determine whether in RCUH's opinion, the services are being performed by the CONTRACTOR in accordance with the provisions of this Agreement. It is understood that RCUH does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract to RCUH.
 - b. The CONTRACTOR and the CONTRACTOR's employees and agents, shall not be considered agents or employees of RCUH for any purpose, and the CONTRACTOR's employees and agents shall not be entitled to claim or receive from the RCUH any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to RCUH employees.
 - c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of its performance under this Agreement. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability (if such liability is determined to exist) to the CONTRACTOR's employees and agents, and to any individual not a party to this Agreement, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR's employees or agents in the course of their employment.
 - d. The CONTRACTOR shall be responsible for payment of all applicable federal, state and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Agreement, including but not limited

- to (i) income taxes, (ii) employment related fees, assessments and taxes, and (iii) general excise taxes. The CONTRACTOR is further responsible for obtaining all licenses, permits, and certificates that may be required by reason of this Agreement, including but not limited to a general excise tax license from the Department of Taxation, State of Hawai'i.
- e. The CONTRACTOR shall be responsible for securing any and all insurance coverage for the CONTRACTOR and the CONTRACTOR's employees and agents which is or may be required by law during the pendency of this Agreement. The CONTRACTOR shall further be responsible for payment of all premiums, costs and other liabilities associated with securing said insurance coverage.

5.3 Personnel Requirements.

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

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

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

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

5.7 Modifications of Agreement. Any modification, alteration, amendment, change, or extension to any term, provision, or condition of this Agreement shall be made

only by written amendment to this Agreement, signed by the CONTRACTOR and RCUH.

5.8 Suspensions and Termination of Agreement.

- a. RCUH reserves the right at any time and for any reason to suspend this Agreement for any reasonable period, upon written notice to the CONTRACTOR. Upon receipt of said notice, the CONTRACTOR shall immediately comply with said notice and suspend all work under this Agreement at the time stated.
- b. If, for any cause, the CONTRACTOR breaches this Agreement by failing to satisfactorily fulfill in a timely or proper manner the CONTRACTOR's obligations under this Agreement or by failing to perform any of the promises, terms, or conditions of this Agreement, and having been given reasonable notice of and opportunity to cure such default, fails to take satisfactory corrective action within the time specified by the RCUH, the RCUH shall have the right to terminate this Agreement by giving written notice to the CONTRACTOR of such termination at least seven (7) calendar days before the effective date of such terminating. Furthermore, RCUH may terminate this Agreement without statement of cause at any time by giving written notice to the CONTRACTOR of such termination at least thirty (30) calendar days before the effective date of such termination.
- c. Upon termination of the Agreement, the CONTRACTOR shall, within four (4) weeks of the effective date of such termination, compile and submit in an orderly manner to RCUH an accounting of the work performed up to the effective date of termination. In such event, the CONTRACTOR shall be paid for the actual cost of the services rendered, but in no event more than the total compensation payable to the CONTRACTOR under this Agreement.
- d. In the event of termination of either type, or in the event of the scheduled expiration of the time of performance specified in this Agreement, all finished or unfinished material prepared by the CONTRACTOR shall, at RCUH's option, become RCUH's property and, together with all material, if any, provided to the CONTRACTOR by RCUH, shall be delivered and surrendered to RCUH on or before the expiration date or date of termination. For the purposes of this Agreement, "material" includes, but is not limited to any information, data, reports, summaries, tables, maps, charts, photographs, films, graphs, studies, recommendations, program concepts, titles, scripts, working papers, files, models, audiotapes, videotapes, computer tapes, cassettes, diskettes, documents, and records developed, prepared, or conceived by the CONTRACTOR in connection with this Agreement, or furnished to the CONTRACTOR by RCUH. The terms do not include records which are maintained by RCUH solely for the CONTRACTOR's own use and which have only an ancillary relationship to the services provided under this Agreement.

- e. If this Agreement is terminated for cause, the CONTRACTOR shall not be relieved of liability to RCUH for damages sustained because of any breach by the CONTRACTOR of this Agreement. In such event, RCUH may retain any amounts which may be due and owing to the CONTRACTOR until such time as the exact amount of damages due to the RCUH from the CONTRACTOR has been determined. RCUH may also set off any damages so determined against the amounts retained.
- 5.9 Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be from time to time, which in any way affect the CONTRACTOR's performance of this Agreement.
- 5.10 Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and save harmless RCUH, its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefor, arising out of or resulting from the malicious, reckless, or negligent acts or omissions of the CONTRACTOR or the CONTRACTOR's employees, officers, agents, or subcontractors occurring during or in connection with the performance of the CONTRACTOR's services under this Agreement. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Agreement.
- 5.11 Disputes. No dispute arising under this Agreement may be sued upon by the CONTRACTOR until after the CONTRACTOR's written request to RCUH to informally resolve the dispute is rejected, or until ninety days after RCUH's receipt of the CONTRACTOR's written request, whichever comes first. While RCUH considers the CONTRACTOR's written request, the CONTRACTOR agrees to proceed diligently with the provision of services necessary to complete the Project.
- 5.12 Confidentiality of Material.
- a. All material given to or made available to the CONTRACTOR by virtue of this Agreement, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of RCUH.
 - b. All information, data, or other material provided by the CONTRACTOR to RCUH shall be kept confidential only to the extent permitted by law.
- 5.13 Ownership Rights and Copyright. RCUH shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Agreement, and all such material shall be considered "works made for hire". All such material shall be

delivered to the RCUH upon expiration or termination of this Agreement. RCUH, at its discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Agreement. The CONTRACTOR, however, reserves the right to use thereafter any ideas and techniques that may be developed during the performance of this Agreement.

- 5.14 Publicity. The CONTRACTOR shall not refer to RCUH, or any project, office, agency, or officer thereof, or to the services provided pursuant to this Agreement, in any of the CONTRACTOR's brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts to the CONTRACTOR about this Agreement shall be referred to RCUH.
- 5.15 Payment Procedures: Final Payment. All payments under this Agreement shall be made only upon submission by CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Agreement have been performed by CONTRACTOR according to the Agreement.
- 5.16 Tax Clearance. Final payment under this Agreement shall be subject to Section 103-53, Hawai'i Revised Statutes, which requires a tax clearance from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service stating that all delinquent taxes, if any, levied or accrued against the CONTRACTOR have been paid. A tax clearance is required on final payment for agreements \$25,000 or more.

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

- 5.17 Governing Law. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of the State of Hawai'i. 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, Hawai'i.
- 5.18 Notices. Any written notice required to be given by a party to this Agreement shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid, to RCUH at its address and to the CONTRACTOR at its address as indicated in the Agreement. A notice shall be deemed to have been received by the recipient three (3) days after mailing or at the time of actual receipt, whichever is earlier.
- 5.19 Severability. In the event that any provision of this Agreement is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Agreement.

- 5.20 Waiver. The failure of RCUH to insist upon the strict compliance with any term, provision or condition of this Agreement shall not constitute or be deemed to constitute a waiver or relinquishment of RCUH's right to enforce the same in accordance with this Agreement.
- 5.21 Federal Provisions. If federal funds are expended under this contract, the CONTRACTOR shall comply with the applicable provisions of Attachment 32a.

SECTION 6 SPECIAL CONDITIONS

There are four (4) documents that comprise the special conditions:

Standards of Conduct Declaration

Terms and Conditions Applicable to Contracts/Purchase Orders (Under Federal Grants)

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

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

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

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

1. CONTRACTOR (is) (is not) a legislator or an employee or a business in which a legislator or an employee has a “controlling interest”.
2. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Agreement and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of the Agreement, if the legislator or employee had been involved in the development or award of the Agreement.
3. CONTRACTOR has not been assisted or represented for a fee or other compensation in the award of this Agreement by a RCUH employee, or in the case of the Legislature, by a legislator.
4. CONTRACTOR has not been represented or assisted personally on matters related to the Agreement by a person who has been an employee of the RCUH within the preceding two years and who participated while in state office or employment on the matter with which the contract is directly concerned.
5. CONTRACTOR has not been represented or assisted on matters related to the Agreement, for a fee or other consideration by an individual who, within the past twelve months, has been a RCUH employee.
6. CONTRACTOR has not been represented or assisted in the award of this Agreement for a fee or other consideration by an individual who, (a) within the past twelve months, served as a RCUH employee, and (b) participated while an employee on matters related to this Agreement.

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

Dated: _____, 20_____.

CONTRACTOR

By

Its (Title)

**TERMS AND CONDITIONS
APPLICABLE TO CONTRACTS/ SUBCONTRACTS/PURCHASE ORDERS
(UNDER FEDERALGRANTS)**

1. ANTI-KICKBACK ACT. For construction or repair projects of more than \$2,000, the contractor/subcontractor/vendor shall comply with the Copeland Anti-Kickback Act of 1986 (18 U.S.C.874 and 40 U.S.C.276c) 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. For construction projects of more than \$2,000, the contractor/subcontractor/vendor shall comply with the Davis-Bacon Act (40 U.S.C.276a to a-7) and as supplemented by Department of labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").
3. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. For construction projects of more than \$2,000 or other projects of more than \$2,500 that involve the employment of mechanics or laborers, the contractor/subcontractor/vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.327-333), as supplemented by Department of Labor regulations (29 CFR part 5).
4. RIGHTS TO INVENTIONS. For the performance of experimental, developmental, or research work, the Federal government and RCUH shall retain rights to any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements".
5. ANTI-LOBBYING. If this purchase is more than \$150,000, the contractor/subcontractor/vendor shall 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 or 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 E.O.s 12549 and 12689, "Debarment and Suspension," no purchase of more than \$30,000 shall be made with a contractor/subcontractor/vendor that is debarred, suspended, or proposed for debarment. For purchases of more than \$30,000, 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 government Excluded Parties List at <http://epls.arnet.gov> to ensure that the contractor/subcontractor/vendor is not included on the list. 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. Recipients may access the Excluded Parties List System at <http://epls.arnet.gov>.
7. 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.
8. EQUAL EMPLOYMENT OPPORTUNITY – All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
9. CLEAN AIR ACT (42 U.S.C. 7401 et. seq.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 et. seq.), AS AMENDED - Contracts and subgrants of amounts in excess of \$100,000 shall 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 et. seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et. seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA.)

10. **TRAFFICKING IN PERSONS.** For subawards, the subrecipient will comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as implemented by 2 CFR 175.

11. **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT.** For first-tier subawards, the subrecipient will 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).

Revised 10/2010

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**

The Offeror certifies, to the best of its knowledge and belief, that . . .

(a) The Offeror and/or any of its Principals—

(i) Are are not presently debarred, suspended proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(ii) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(iii) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (ii) above.

(iv) The Offeror has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

“Principals” for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Signature Date

Title

Company

**CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS
TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS**

The Offeror certifies to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
- (3) The language of this certification shall be included in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature _____ Date: _____

Title: _____

Company: _____

**PROPOSAL LETTER TO THE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII**

We propose to provide services for the design, fabrication, installation, and enhancement of 'Imiloa Astronomy Center exhibits for the 'Imiloa Astronomy Center, University of Hawai'i at Hilo.

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 that this proposal is made in accordance with the provisions of such specifications. By signing this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such specifications,

We agree, if selected, to deliver goods and services which meet or exceed the specifications.

Respectfully submitted,

Authorized Signature _____
Date

Printed Name

Title

Email Address _____
Telephone

If a 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 corporation, giving also, the names and addresses of the other officers.**

REFERENCES

List up to FIVE (5) references that can attest to your experience, quality of work, and service in designing, fabricating, and installing museum exhibits within the last FIVE (5) years. Provide the following information:

1. Name and Address of Firm
2. Contact Person
3. Position within Firm
4. Telephone Number
5. Email Address
6. Dates of Services
7. Description of Services