

**The Research Corporation of the University of Hawaii (RCUH)
on behalf of the
University of Hawaii
Telecommunications And Social Informatics Research Program's
Pacific International Training Desk**

REQUEST FOR QUOTATION

RFQ No. PITD-2015-001

March 5, 2015

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I Nature of Request

The Pacific Desk requests the services and technical assistance of companies and/or individuals that have expertise and experience in the planning, training delivery, and instructional support in the area of meteorology; in an aggressive timeline. This includes any planning and modifications necessary for the various modules of the Pacific Desk curriculum. Training will be in the US Territory of Guam.

The awards made under this RFQ will be for 1-year with an optional extension of 2-additional years. Proposers of services must agree to hold prices constant for this period of time.

II Period

The Contract to be awarded for this RFQ is for the purchase the services and technical assistance of companies and/or individuals that have expertise and experience in the planning, training delivery, and instructional support in the area of meteorology; in an aggressive timeline.. The prices provided shall be valid for a period of 90days, commencing from the closing of this RFQ.

III Specifications

This request for quotation seeks pricing for expertise in the field of meteorology to conduct the following:

- 1) Deliver three (3) 1-month training courses at the Guam Weather Forecast Office (Guam WFO) based on the established On-Site Training Program curriculum of the Pacific Desk in Hawaii:
 - a. Cohort 1: Early Summer 2015
 - b. Cohort 2: Early Summer 2015
 - c. Cohort 3: Late Fall 2015
- 2) Perform classroom instructions and administration in conformance with the instructions and guidance provided by the Pacific Desk in the following topic areas including but not limited to:
 - a. Thermodynamics
 - b. Stability
 - c. Sounding interpretation
 - d. Convection
 - e. Satellite Interpretation
 - f. Global Circulation
 - g. Surface and Upper-Air Analysis
 - h. Streamline Charts
 - i. Atmospheric and Weather features
 - j. Verifications and Statistics
 - k. Real-time weather analysis
 - l. Marine Forecasting

- m. Severe weather
 - n. Other meteorological topics as identified
- 3) Attend a 2-week Train-the-Trainer workshop prior to the start of Cohort #1 at the WFO Honolulu office under the direction of the On Site Training Program (OSTP) instructor;
 - 4) Prior to start of each cohort, prepare all necessary course materials, trainee laptops, documents, and online assessments, in concert with OSTP instructor.
 - 5) During the training program, deliver instruction, administer assessments, and evaluate participants' performance.
 - 6) Upon completion of each course instructions, provide evaluation, reports and specific recommendations concerning the course, materials, equipment, facilities, etc., as appropriate to the Pacific Desk instructor and administration.

Tax and Shipping

All quotations shall be inclusive of all applicable taxes and applicable shipping/handling charges to the address below.

University of Hawaii – Pacific Desk
 Attn: Christina Higa
 2424 Maile Way, Saunders Hall 713
 Honolulu, HI 96822

IV Quotation Submissions

All quotations shall be submitted via email to RFQ@uhtasi.org. The UH TASI requires the following information.

1. Price Quotation
 1. The Bidder must submit a price quotation including all applicable taxes..
2. Certificate of Vendor Compliance

In accordance with Section 103-53, Hawai'i Revised Statutes, a tax clearance from the State of Hawaii Department of Taxation and the Internal Revenue Service is required. 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 Hawaii Department of Taxation and under the Internal Revenue Code against the Vendor have been paid. A tax clearance does not apply to any contract with a governmental agency. Vendors are required to use Hawaii Compliance Express to obtain a Certificate of Vendor Compliance. See <https://vendors.ehawaii.gov/hce/splash/welcome.html>

Although this is not required for the submission of a quote, a Certificate of Vendor Compliance is required prior to the issuance of a purchase order.

- D. IRS Form W-9, Request for Taxpayer Identification Number and Certification

The form is available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

V General Conditions

1. Schedule of Key Dates
The schedule of key dates set forth herein represents the 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.
 1. RFQ Issued: March 5, 2015
 2. Receipt of Written Questions: March 11, 2015 12:00pm HST
 3. Anticipated Responses to Written Questions: March 13, 2015
 4. **Closing Date/Time for Receipt of Quotations; any quotation received after this date and time shall be rejected: March 16, 2015 10:00 am HST**
2. RFQ Clarifications and Questions
Any questions regarding the meaning or interpretation of the RFQ, drawings, specifications, etc., shall be submitted via email to RFQ@uhtasi.org by the deadline above. Responses to all written questions shall be furnished to all prospective Bidders via email as an amendment to the RFQ.
3. Quotation Preparation Costs
The Bidders are responsible for all risks and costs for preparing any quotation in accordance with this RFQ. The UH TASI shall not be responsible for any costs for the preparation of a quotation in response to this RFQ.
4. RFQ Amendments
The RCUH reserves the right to amend this RFQ any time prior to the closing date of this RFQ. The RCUH reserves the right to cancel this RFQ at any time for any reason at no cost to the RCUH.
5. Submission of Quotations
 1. Quotations shall be submitted electronically to the UH TASI by email to: RFQ@uhtasi.org
 2. Quotations shall be submitted in Microsoft Word/Excel or PDF format.
6. RFQ Submittals Become Property of the RCUH
All quotations and other material submitted become the property of the RCUH and may be returned only at the RCUH's option.
7. Disqualification of Quotations

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

A Bidder shall be disqualified and the quotation automatically rejected for any one or more of the following reasons:

1. The quotation shows any noncompliance with applicable law.
 2. The quotation is conditional, incomplete, or irregular in such a way as to make the quotation indefinite or ambiguous as to its meaning.
 3. The quotation 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 Bidder is debarred or suspended.
8. **Availability of Funds**
Bidders 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.
9. **Addendum to RFQ**
All changes or additions made to this RFQ will be immediately distributed to all bidders who have expressed their intent to submit a response to the RFQ. Failure to receive any such addenda will not constitute grounds for the bidder to claim grievance or to invalidate the RFQ process.
10. **Payments**
Payment will be made within 30 days of receipt of invoice following the satisfactory receipt of service.
11. **RCUH General Conditions**
The work will be performed under the RCUH general conditions for services agreements (Appendix A).

APPENDIX A

RCUH GENERAL CONDITIONS FOR SERVICES AGREEMENTS

I 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

II 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 State of Hawai'i Department of Taxation.
- 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.

III 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.

IV 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.

V 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.

VI 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.

VII 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.

VIII 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 this 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.

IX 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.

X 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 therefore, 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.

XI 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 (90) calendar 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.

XII CONFIDENTIALITY OF MATERIAL

- A. Any 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.

XIII 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.

XIV 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.

XV PAYMENT PROCEDURES, FINAL PAYMENT. TAX CLEARANCE

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 this Agreement have been performed by Contractor according to the Agreement. Final payment under this Agreement shall be subject to Section 103-53, Hawai'i Revised Statutes, which requires an original tax clearance from the State of Hawai'i Director of Taxation and the Internal Revenue Service stating that all delinquent taxes, if any, levied or accrued against the Contractor have been paid.

XVI CONTRACT NOT BINDING UNLESS TAX CLEARANCE

In addition to tax clearance prior to final payment, the Contractor is required to obtain an original tax clearance from the Internal Revenue Service and the State of Hawai'i Department of Taxation prior to execution of this contract, less the contract is deemed non-binding.

XVII 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.

XVIII 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 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.

XIX 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.

XX 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.

XXI FEDERAL PROVISIONS

If federal funds are expended under this contract, the CONTRACTOR shall comply with the applicable provisions of Attachment 32a.