

# SAMPLE CONTRACT

**OFFICE OF HAWAIIAN AFFAIRS**

**CONTRACT NUMBER \_\_\_\_\_**

**REQUEST FOR PROPOSALS**

**PURCHASE OF GOODS AND SERVICES**

**CONTRACT BETWEEN**

**OFFICE OF HAWAIIAN AFFAIRS**

**AND**

**XXXXXXXXXXXX**

**This Contract**, executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between, the Office of Hawaiian Affairs (“OHA”), a body corporate under the Constitution of State of Hawai‘i, by its Ka Pouhana, Chief Executive Officer (“CEO”) , acting by and on behalf of the Board of Trustees, whose principal place of business and mailing address is 560 North Nimitz Highway, Suite 200, Honolulu, Hawai‘i 96817, and **[NAME OF CONTRACTOR]** (“CONTRACTOR”), a Hawai‘i corporation, by its President, whose principal place of business and mailing address is **[XXXXXXX], Honolulu, Hawai‘i 96[XXX], Federal Tax ID No. [99 – XXXXXX]**

W I T N E S S E T H:

WHEREAS, the OHA was established to better the conditions of native Hawaiians and Hawaiians as defined Hawai‘i Revised Statutes (“HRS”) sections 10-2, 10-4(4), 10-4(6) and 10-4(8), and other applicable law(s), as amended; and

WHEREAS, the OHA is in need of services for “Standardization of Job Titles and Description of Positions for the Office of Hawaiian Affairs” as described in this Contract and its attachments; and

WHEREAS, the OHA has awarded this Contract through competitive sealed proposals submitted for RFP No. HR 2016-09 pursuant to Hawaii Revised Statutes as amended and its companion Hawai‘i Administrative Rules; and

WHEREAS, the CONTRACTOR has been evaluated as a responsible and responsive Offeror whose proposal is advantageous for OHA, such evaluation factors as capacity, qualifications, and resources to perform the terms and conditions agreed to under this Contract.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by OHA, provide all the goods and services set forth in Attachment – S1, which is hereby made a part of this Contract.

2. Time of Performance. The performance required of the CONTRACTOR under this Contract shall be completed in accordance with the Time Schedule set forth in Attachment – S2, which is hereby made a part of this Contract.

3. Compensation. The CONTRACTOR shall be compensated according to the Compensation provision set forth in Attachment – S3, which is hereby made a part of this Contract.

4. Standards of Conduct Declaration. The Standards of Conduct Declaration of the CONTRACTOR is attached and is made a part of this Contract.

5. CONTRACTOR's Acknowledgment Statement. The CONTRACTOR's Acknowledgment Statement is attached and is made a part of this Contract.

6. Other Terms and Conditions. The General Conditions and any Special Conditions are attached hereto as and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control.

7. Notices. Any written notice required to be given by any party to this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice required to be given to the Ka Pouhana, CEO shall be sent to the Ka Pouhana, CEO's business and mailing address as set forth in the first paragraph of this Contract. Notice to the CONTRACTOR shall be sent to the CONTRACTOR's business and mailing address as set forth in the first paragraph of this Contract. A notice shall be deemed to have been received THREE (3) days after mailing or at the time or actual receipt, whichever is earlier. The CONTRACTOR

is responsible for notifying OHA in writing of any change of address.

**IN VIEW OF THE ABOVE**, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first above written.

OFFICE OF HAWAIIAN AFFAIRS

Date: \_\_\_\_\_, 2016

By \_\_\_\_\_  
KAMANA'OPONO CRABBE, Ph.D.  
Its Ka Pouhana, Chief Executive Officer

"OHA"

[NAME OF CONTRACTOR]

Date: \_\_\_\_\_, 2016

By \_\_\_\_\_  
[NAME]  
Its [TITLE]

"CONTRACTOR"

APPROVED AS TO FORM:

By \_\_\_\_\_  
ERNEST M. KIMOTO  
Its Ka Paepae, Corporate Counsel

Date: \_\_\_\_\_, 2016

**CONTRACTOR’S ACKNOWLEDGEMENT**

STATE OF HAWAI’I )  
 ) SS.  
CITY AND COUNTY OF HONOLULU )  
 )  
 )  
 )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared [NAME OF SIGNING AUTHORITY], to me personally known, who, being by me duly sworn, did say that such person is the [POSITION] of [NAME OF CONTRACTOR], the CONTRACTOR, named in the foregoing instrument, and that he/she/they is/are authorized to sign said instrument on behalf of the CONTRACTOR, and acknowledges that he/she/they executed said instrument as the free act and deed of the CONTRACTOR.

\_\_\_\_\_  
(Notary signature)

\_\_\_\_\_  
(print name) Notary Public, State of Hawai‘i

(Official Stamp or Seal)

My commission expires: \_\_\_\_\_

**NOTARY CERTIFICATION STATEMENT**

Document Identification or Description:  
\_\_\_\_\_  
\_\_\_\_\_

☐ Doc. Date: \_\_\_\_\_ OR ☐ Undated at time of notarization

No. of Pages: \_\_\_\_\_ Jurisdiction: \_\_\_\_\_ Circuit  
(in which notary act is performed)

\_\_\_\_\_  
Signature of Notary Date of notarization

\_\_\_\_\_  
Printed Name of Notary

(Official Stamp or Seal)

## STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

“Controlling interest” means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty percent (50%).

“Employee” means any nominated, appointed, or elected officer or employee of the State or OHA, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges.

On behalf of CONTRACTOR’S NAME, 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 State or OHA 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 State or OHA within the preceding two (2) years and who participated while in state office or employment on the matter with which the Agreement is directly concerned.
5. CONTRACTOR has not been represented or assisted on matters related to this Agreement, for a fee or other consideration by an individual who, within the past twelve (12) months, has been a State or OHA employee, or in the case of the Legislature, a legislator.
6. CONTRACTOR has not been represented or assisted in the award of this Agreement for a fee or other consideration by an individual who, 1) within the past twelve (12) months, served as a State or OHA employee or in the case of the Legislature, a legislator, and b) participated while an employee or legislator on matters related to this Agreement.

CONTRACTOR understands that the Agreement to which this document is attached is voidable on behalf of the State or OHA if this Agreement was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the 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 the State or OHA.

CONTRACTOR

By: \_\_\_\_\_

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

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

**ATTACHMENT - S1**

**SCOPE OF SERVICES**

Project: [PROJECT NAME]  
Description: [DESCRIPTION OF PROJECT]  
Location: TMK No: [NO.]

A. The CONTRACTOR shall provide and perform the services set forth below in a satisfactory and proper manner as determined by the OHA, and in accordance with the terms and conditions of this Contract.

B. [DESCRIBE SCOPE OF SERVICES]

**[SCOPE FROM RFP, SEC. 3 TO BE INCLUDED DURING CONTRACTING PHASE]**

C. The Contract Coordinator (“Coordinator”) listed below will act as the contract monitor and principal liaison between the CONTRACTOR and the OHA. The Coordinator shall assist in resolving policy questions expediting decisions and the review of the work performed. See Attachment – S4 General Conditions Page 2 Number 1 Coordination of Reports.

For questions, please contact:

OHA CONTRACT COORDINATOR

[Name]

[Title]

Ph: [Phone No.]

Email: [email address]

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