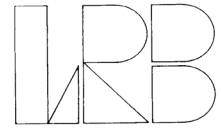


Charlotte A. Carter-Yamauchi
Director

Shawn Nakama
First Assistant

Library (808) 587-0690
Fax (808) 587-0699



LEGISLATIVE REFERENCE BUREAU
State of Hawaii
State Capitol
415 S. Beretania Street, Room 005
Honolulu, Hawaii 96813

Legislative Reference Bureau Library

September 26, 2025

Request for Quotations No. LRB 25-02 To

**Host, Support, and Provide Development Services for Koha Open Source
Integrated Library System (ILS), Community Version**

1. To All Interested Parties:

The Legislative Reference Bureau (LRB) Library is seeking quotes from interested offerors to provide a full range of hosting, technical support, and development for a Koha integrated library system, community version.

This procurement shall be conducted under section 103D-305, Hawaii Revised Statutes (Small Purchase Procurement), and relevant sections of the Hawaii Administrative Rules.

2. Background:

LRB Library is a legislative agency under the Hawaii State Legislature. LRB Library has approximately 49,000 records.

The LRB Library catalog is Koha version 23.05.11.000.

3. Objectives:

LRB Library is seeking a quote to provide a complete suite of hosting and support for its library catalog, including:

- Web hosting and management of the Koha ILS;
- Secured cloud-based hosting server, with regularly scheduled backups;
- Technical support (24 hours/7 days per week);
- Online Public Access Catalog configuration and customization;
- Software updates to Koha ILS;
- Maintaining holdings records; and
- Ensuring compliance with applicable accessibility standards for electronic information technology.

LRB Library requires the service provider to demonstrate significant experience and knowledge in the community version of Koha ILS framework.

4. Quotation and Project Plan:

Offerors shall submit a quotation by using the State of Hawaii Small Purchase Written Quotations form or their company's standard quote sheet.

Offeror submissions should include, at a minimum:

- A description of the offeror's plan to meet the objectives described in Section 3 of this Request for Quotation (See also Contract Attachment 1, Special Conditions);
- A description of the offeror's plan to provide stable service in the event of increased customer base;
- A timeline from contract approval to fully operational go-live date; and
- A description of the offeror's organization and relevant experience and knowledge.

An offeror's quotation should include a proposed annual price for a three-year contract to perform the services described in Section 3.

5. Vendor Information and Compliance:

- (A) Contact Information:
Offerors must include the name and contact information of the vendor and the contact person to whom communication will be directed.
- (B) Compliance:
Offerors must register as a vendor and provide a certificate of vendor compliance with applicable laws through Hawaii Compliance Express. Registration and information about vendor compliance is available at <https://vendors.ehawaii.gov/hce/>
- (C) Standards of Conduct:
Offerors shall submit a completed Standards of Conduct Declaration verifying compliance with Chapter 84, Hawaii Revised Statutes. (See Contract Attachment 3.)

6. Terms of Contract

The successful offeror shall be required to enter into a formal written contract to commence work on this project. In addition to the Special Conditions (See Contract Attachment 1) relating to the services to be performed, the contract shall include the General Conditions (See Contract Attachment 2).

7. Deadline for Submission

All quotes must be received by 4:30 p.m. HST on **October 10, 2025**, via electronic mail to lrb@capitol.hawaii.gov or by mail to:

Jessica Caniglia, Head Librarian
Legislative Reference Bureau Library
415 S. Beretania Street
State Capitol, Room 005
Honolulu, HI 96813

STATE OF HAWAII

SMALL PURCHASE WRITTEN QUOTATIONS

1. Date: _____
2. Company: _____ 3. Phone/fax No. _____ / _____
4. Address: _____ 5. City/State/Zip: _____
6. Vendor Representative: _____

7. PROVIDE A QUOTATION for the following good/service/construction (Describe or ☒ see attached specifications):
See attached Request for Quotations to Host, Support, and Provide Development Services of Koha Open Source Integrated Library System (ILS), Community Version (RFQ No. LRB 25-02)

Packet includes:

- (1) RFQ No. LRB 25-02
(2) Contract for Goods and Services (Small Purchases) - Special Conditions, General Conditions, Standards of Conduct Declaration
(3) Small Purchase Written Quotation Form

8. QUOTATION REQUESTED BY (☒ mail ☒ e-mail ☐ fax this 10/10/2025, 4:30 pm to the following):
quotation by (date) (time)

9. Dept/Agency Legislative Reference Bureau / LRB Library

10. Address 415 S. Beretania Street, Hawaii State Capitol, Rm. 005 11. City/State/Zip Code: Honolulu, HI 96813

12. Contact Person Jessica Caniglia, Head Librarian 13. Phone/fax No _____ / _____

13A. e-mail lrb@capitol.hawaii.gov

===== VENDOR TO COMPLETE ITEMS 14 THROUGH 25 BELOW =====

14. Item No.	15. Description of Item	16. QTY	17. UNIT PRICE	18. TOTAL PRICE

19. Additional information or terms (i.e. delivery time, warranty period, etc.):	20. Shipping/ Handling	
	21. State Tax	
	22. TOTAL SUM PRICE	

23. Quote No. _____ 24. Price(s) shall remain firm for _____ days.

25. Vendor Representative: _____
Signature Date
Title: _____

Charlotte A. Carter-Yamauchi
Director

Research (808) 587-0666
Revisor (808) 587-0670
Fax (808) 587-0681



LEGISLATIVE REFERENCE BUREAU
State of Hawaii
State Capitol, Room 446
415 S. Beretania Street
Honolulu, Hawaii 96813

CONTRACT FOR GOODS AND SERVICES (Small Purchase)

This contract, executed on the respective dates indicated below, is effective as of _____, between Hawaii Legislative Reference Bureau, State of Hawaii, by its Director, whose address is 415 South Beretania Street, Honolulu, Hawaii 96813, and _____ ("CONTRACTOR"). The CONTRACTOR's federal taxpayer identification number is _____.

RECITALS

A. The LEGISLATIVE REFERENCE BUREAU is in need of the goods and services, or both, described in this Contract and its attachments. The CONTRACTOR is agreeable to providing the goods and services, or both, as the case may be.

B. This Contract is for a small purchase procurement of goods and services, or both, as set forth in section 103D-305, Hawaii Revised Statutes, and subchapter 8, chapter 3-122, Hawaii Administrative Rules.

C. Money is available to fund this Contract from general funds appropriated to the Legislative Reference Bureau for each year of the Contract.

D. The LEGISLATIVE REFERENCE BUREAU is authorized to enter into this contract.

E. The agency's Chief Procurement Officer is Charlotte Carter-Yamauchi, who has approved this procurement.

NOW, THEREFORE, in consideration of the promises contained in this Contract, the LEGISLATIVE REFERENCE BUREAU and the CONTRACTOR agree as follows:

1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods and services, or both, as set forth in the Special Conditions, which are made a part of this Contract (Attachment 1).

2. Compensation. The CONTRACTOR shall be compensated for goods supplied or services performed, or both, under this Contract in a total amount not to exceed that described in the Special Conditions, which are made a part of this Contract.

3. Time of Performance. The goods or services required of the CONTRACTOR under this

Contract shall be performed and completed in accordance with the Special Conditions, and within a reasonable period of time as agreed by the parties.

4. Bonds. The CONTRACTOR is not required to provide a performance bond or payment bond.

5. Standards of Conduct Declaration. The Standards of Conduct Declaration of the CONTRACTOR is attached to and made a part of this Contract (Attachment 3).

6. Other Terms and Conditions. The General Conditions (Attachment 2) and any Special Conditions are attached to 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 Postal Service first class mail postage prepaid. Notice to the LEGISLATIVE REFERENCE BUREAU shall be sent to the address indicated in the Contract. Notice to the CONTRACTOR shall be sent to the CONTRACTOR's address indicated in the Contract. A notice shall be deemed to have been received seven (7) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the LEGISLATIVE REFERENCE BUREAU 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 written above.

STATE

CONTRACTOR

Legislative Reference Bureau

(Name of Contractor)

(Signature)

(Signature)

(Print Name)

(Print Name)

(Print Title)

(Print Title)

(Date)

(Date)

Attachment 1
CONTRACT FOR GOODS AND SERVICES
SPECIAL CONDITIONS

The following Special Conditions are attached to and made a part of the Contract for Goods and Services entered into by the Hawaii Legislative Reference Bureau, State of Hawaii, and _____, ("CONTRACTOR"), effective _____, 2025.

1. **TERM.** The service term shall be effective from October 24, 2025, to October 23, 2028, for a total term of three (3) years at the current, agreed-upon fee.
2. **DESCRIPTION OF SERVICES.** CONTRACTOR shall provide the LEGISLATIVE REFERENCE BUREAU, specifically the Legislative Reference Bureau Library, the following library catalog hosting and support services, (collectively, the "Services"):
 - (a) CONTRACTOR shall provide hosting and management for Koha ILS (**Koha version 23.05.11.000**) on a secured cloud-based server, with regularly scheduled backups. Hosting for the LEGISLATIVE REFERENCE BUREAU's data shall be located in a remote cloud, and service providers may change at any time, at the sole discretion of CONTRACTOR. CONTRACTOR shall not be responsible for force majeure events including natural disasters and communication line failures that may cause data corruption.
 - (b) CONTRACTOR shall provide technical support for the LEGISLATIVE REFERENCE BUREAU as follows:
 - (1) Support shall be available 24 hours per day, 7 days per week. Support calls during hours in which the LEGISLATIVE REFERENCE BUREAU's facility is closed shall be addressed by level of importance; i.e. system failure dictates immediate response time.
 - (2) The support package shall also cover software updates and Koha enhancements that may be applicable to the LEGISLATIVE REFERENCE BUREAU.
 - (c) CONTRACTOR shall ensure that all electronic information technology developed or provided under this contract or procurement shall comply with the applicable requirements of the Hawaii Electronic Information Technology Disability Access Standards. (Available at: <https://ets.hawaii.gov/wp-content/uploads/2025/01/Hawaii-Electronic-Information-Technology-Disability-Access-Standards.pdf>)
3. **PAYMENT FOR SERVICES.** In exchange for the Services, the LEGISLATIVE REFERENCE BUREAU shall pay CONTRACTOR according to the following

schedule:

Annual support and hosting fee: \$ _____, due on or before _____
of each year, beginning on _____, 2025.

4. **WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by CONTRACTOR solely in connection with the Services shall be the exclusive property of the LEGISLATIVE REFERENCE BUREAU. Upon request, CONTRACTOR shall execute all documents necessary to confirm or perfect the exclusive ownership of the LEGISLATIVE REFERENCE BUREAU to the Work Product.

All such Work Product developed on behalf of the LEGISLATIVE REFERENCE BUREAU shall be made available under the terms of the open source license in effect for Koha at the time the code is written (currently GPL v3). A copy of the code shall be given to the LEGISLATIVE REFERENCE BUREAU even though the code may be hosted. A good faith effort shall be made both by the LEGISLATIVE REFERENCE BUREAU, and by CONTRACTOR at the coding stage, to integrate all code into the public, koha-community.org code base, or wherever the public code base may subsequently be located.

Upon expiration or termination of this Contract, CONTRACTOR shall: (a) Return to the LEGISLATIVE REFERENCE BUREAU all records, notes, documentation and other items owned by the LEGISLATIVE REFERENCE BUREAU that were used, created, or controlled by CONTRACTOR during the term of this Contract; and (b) Assist the LEGISLATIVE REFERENCE BUREAU in exporting data from the CONTRACTOR's data cloud to the LEGISLATIVE REFERENCE BUREAU, at no additional charge.

5. **CONFIDENTIALITY.** CONTRACTOR, and its employees, agents, or representatives shall not at any time or in any manner, either directly or indirectly, use for the personal benefit of CONTRACTOR, or divulge, disclose, or communicate in any manner, any information that is proprietary to the LEGISLATIVE REFERENCE BUREAU, except: (a) If and to the extent the information is already a matter of public knowledge; (b) Such disclosures as may be necessary to the CONTRACTOR's attorney or accountant (collectively, "Permitted Confidants"); or (c) Such disclosures as are required by law or by any litigation between the parties hereto with respect to this Contract. CONTRACTOR shall also timely require each of its Permitted Confidants to keep that information confidential. Before making any disclosure required by law, CONTRACTOR, or the Permitted Confidant, as the case may be, shall provide the LEGISLATIVE REFERENCE BUREAU as much notice thereof as is legally permitted, along with a copy of the proposed disclosure. The foregoing duties of confidentiality shall survive the termination of this Contract.

6. **RELATIONSHIP OF PARTIES.** LEGISLATIVE REFERENCE BUREAU and CONTRACTOR agree that the status of CONTRACTOR is that of an independent contractor, and not that of an employee, principal, agent, or joint venture partner of LEGISLATIVE REFERENCE BUREAU. Neither party may enter into contracts or assume any obligations for or on behalf of the other party or to make any warranties or representations for or on behalf of the other party.

7. **WARRANTY.** CONTRACTOR shall provide the Services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the Services which meet generally accepted standards in CONTRACTOR's industry.

CONTRACTOR disclaims all other warranties, expressed or implied. CONTRACTOR does not in any way warrant that Koha shall operate without interruption or be error free.

CONTRACTOR shall have no liability for damages resulting from: Hosting inoperability, interruption due to product or delivered software malfunction (provided that regular daily backups are conducted by CONTRACTOR), loss of profits, goodwill, damage or loss of data, or any other indirect, special or consequential damages suffered by LEGISLATIVE REFERENCE BUREAU. CONTRACTOR shall act in good faith and use its best reasonable effort to resolve any such issues.

8. **REMEDIES.** If LEGISLATIVE REFERENCE BUREAU or CONTRACTOR fails to perform its obligations under this Contract, the non-breaching party shall have the right to terminate the Contract and to seek whatever remedy may be available to it, either in law or in equity.

9. **ENTIRE AGREEMENT.** This Contract, including the Special Conditions and General Conditions, contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

10. **SEVERABILITY.** If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable, provided that no party is, as a result thereof, deprived of its substantial benefits under this Contract. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

11. **AMENDMENT.** This Contract may only be changed, modified, amended or discharged by an agreement in writing executed by the parties hereto.

12. **GOVERNING LAW.** This Contract shall be construed in accordance with the laws of

Hawaii

13. **NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
14. **ASSIGNMENT.** The LEGISLATIVE REFERENCE BUREAU may not assign or transfer this Contract without the prior written consent of CONTRACTOR.
15. **BINDING EFFECT.** This Contract shall inure to the benefit of and be binding upon the parties named herein and their respective heirs, successors and assigns.

GENERAL CONDITIONS

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GENERAL CONDITIONS

1. Coordination of Services by the LEGISLATIVE REFERENCE BUREAU. The Agency Procurement Officer (which term includes the designee of the Agency Procurement Officer) shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Contract. The CONTRACTOR shall maintain communications with the Agency Procurement Officer at all stages of the CONTRACTOR'S work, and submit to the Agency Procurement Officer for resolution any questions that may arise as to the performance of this Contract. "Purchasing agency" or "contracting agency" as used in these General Conditions means the LEGISLATIVE REFERENCE BUREAU.
2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
 - a. In the performance of services required under this Contract, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the LEGISLATIVE REFERENCE BUREAU shall have a general right to inspect work in progress to determine whether, in the LEGISLATIVE REFERENCE BUREAU'S opinion, the services are being performed by the CONTRACTOR in compliance with this Contract. Unless otherwise provided by special condition, it is understood that the LEGISLATIVE REFERENCE BUREAU 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 with the LEGISLATIVE REFERENCE BUREAU.
 - b. The CONTRACTOR and the CONTRACTOR'S employees and agents are not, by reason of this Contract, agents or employees of the State of Hawaii for any purpose, and the CONTRACTOR and the CONTRACTOR'S employees and agents shall not be entitled to claim or receive from the LEGISLATIVE REFERENCE BUREAU or the State of Hawaii any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.
 - c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR'S performance under this Contract. Furthermore, the CONTRACTOR shall intentionally, voluntarily, and knowingly assume the sole and entire liability to the CONTRACTOR'S employees and agents, and to any individual not a party to this Contract, 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 that may become due and owing by the CONTRACTOR by reason of this Contract, including but not limited to: (i) income taxes; (ii) employment related fees, assessments, and taxes; and (iii) general excise taxes. The CONTRACTOR shall also be responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.
 - e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, Hawaii Revised Statutes, and shall comply with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as

amended, against the CONTRACTOR have been paid and submit the same to the LEGISLATIVE REFERENCE BUREAU prior to commencing any performance under this Contract. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment and paragraph 16 of these General Conditions.

- f. The CONTRACTOR shall be responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR'S employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage. The CONTRACTOR shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, that is current within six months of the date of issuance.
- g. The CONTRACTOR shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs, State of Hawaii, that is current within six months of the date of issuance.
- h. In lieu of the above certificates from the Departments of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, the CONTRACTOR may submit proof of compliance through the State Procurement Office's designated certification process.

3. Personnel Requirements.

- a. The CONTRACTOR shall secure, at the CONTRACTOR'S own expense, all personnel required to perform this Contract.
- b. The CONTRACTOR shall ensure that the CONTRACTOR'S employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, 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.

4. Nondiscrimination. No person performing work under this Contract, 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. Conflicts 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, that would or might conflict in any manner or degree with the CONTRACTOR'S performance under this Contract.

6. Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR'S duties, obligations, or interests under this Contract and no such assignment or subcontract shall be effective unless: (i) the CONTRACTOR obtains the prior written consent of the LEGISLATIVE REFERENCE BUREAU; and (ii) the CONTRACTOR'S assignee or subcontractor submits to the LEGISLATIVE REFERENCE BUREAU a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR'S assignee or subcontractor have been paid. Additionally, no assignment by the

CONTRACTOR of the CONTRACTOR'S right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in section 40-58, Hawaii Revised Statutes.

- a. Recognition of a successor in interest. When in the best interest of the State of Hawaii, a successor in interest may be recognized in an assignment contract in which the LEGISLATIVE REFERENCE BUREAU, the CONTRACTOR, and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:
 - (1) The Assignee shall assume all of the CONTRACTOR'S obligations;
 - (2) The CONTRACTOR shall remain liable for all obligations under this Contract but shall waive all rights under this Contract as against the LEGISLATIVE REFERENCE BUREAU; and
 - (3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.
 - b. Change of name. If the CONTRACTOR asks to change the name in which it holds this Contract with the LEGISLATIVE REFERENCE BUREAU, the Agency Procurement Officer shall, upon receipt of a document acceptable or satisfactory to the Agency Procurement Officer indicating such change of name (for example, an amendment to the CONTRACTOR'S articles of incorporation), enter into an amendment to this Contract with the CONTRACTOR to effect such a change of name. The amendment to this Contract changing the CONTRACTOR'S name shall specifically indicate that no other terms and conditions of this Contract are thereby changed.
 - c. Reports. All assignment contracts and amendments to this Contract effecting changes of the CONTRACTOR'S name or novations hereunder shall be reported to the chief procurement officers of the Hawaii State Senate and House of Representatives within thirty (30) days of the date that the assignment contract or amendment becomes effective.
7. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and hold harmless the State of Hawaii, the LEGISLATIVE REFERENCE BUREAU, and their 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 acts or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.
 8. Cost of Litigation. In case the LEGISLATIVE REFERENCE BUREAU or the State of Hawaii shall, without any fault on its part, be made a party to any litigation commenced by or against the CONTRACTOR in connection with this Contract, the CONTRACTOR shall pay all costs and expenses incurred by or imposed on the LEGISLATIVE REFERENCE BUREAU or the State of Hawaii, including attorneys' fees.
 9. Liquidated Damages. If the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 12 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the LEGISLATIVE REFERENCE BUREAU the amount, if any, set forth in this Contract per calendar day from the date set for cure until either: (i) the LEGISLATIVE REFERENCE BUREAU reasonably obtains similar services, if the CONTRACTOR is terminated for default; or (ii) until the CONTRACTOR provides the

services, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR'S delay or nonperformance is excused under paragraph 12d (Excuse for Nonperformance or Delayed Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR remains liable for damages caused other than by delay.

10. Right of Offset. The LEGISLATIVE REFERENCE BUREAU may offset against any monies or other obligations the LEGISLATIVE REFERENCE BUREAU owes to the CONTRACTOR under this Contract, any amounts owed to the State of Hawaii by the CONTRACTOR under this Contract or any other contracts, or pursuant to any law or other obligation owed to the State of Hawaii by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The LEGISLATIVE REFERENCE BUREAU shall notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed to the State of Hawaii shall not include debts or obligations that have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii; provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.
11. Suspension of Contract. The LEGISLATIVE REFERENCE BUREAU reserves the right at any time and for any reason to suspend this Contract for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.
 - a. Order to stop performance. The LEGISLATIVE REFERENCE BUREAU, by written order to the CONTRACTOR, at any time, and without notice to any surety, may require the CONTRACTOR to stop all or any part of the performance called for by this Contract. This order shall be for a specified period not exceeding sixty (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Stop performance orders shall include, as appropriate: (1) A clear description of the work to be suspended; (2) Instructions as to the issuance of further orders by the CONTRACTOR for material or services; (3) Guidance as to action to be taken on subcontracts; and (4) Other instructions and suggestions to the CONTRACTOR for minimizing costs. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and suspend all performance under this Contract at the time stated; provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the Agency Procurement Officer shall either:
 - (1) Cancel the stop performance order; or
 - (2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Contract.
 - b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified in writing

accordingly, if:

- (1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Contract; and
 - (2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided that, if the Agency Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.
- c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.
- d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

12. Termination for Default.

- a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency Procurement Officer may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Agency Procurement Officer, such officer may terminate the CONTRACTOR'S right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Procurement Officer may procure similar services in a manner and upon the terms deemed appropriate by the Agency Procurement Officer. The CONTRACTOR shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar services.
- b. CONTRACTOR'S duties. Notwithstanding termination of the Contract and subject to any directions from the Agency Procurement Officer, the CONTRACTOR shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the CONTRACTOR in which the LEGISLATIVE REFERENCE BUREAU or the State of Hawaii has an interest.
- c. Compensation. Payment for completed services delivered and accepted by the LEGISLATIVE REFERENCE BUREAU shall be at the price set forth in the Contract. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the LEGISLATIVE REFERENCE BUREAU. The LEGISLATIVE REFERENCE BUREAU may withhold from amounts due the CONTRACTOR such sums as the LEGISLATIVE REFERENCE BUREAU deems to be necessary to protect the LEGISLATIVE REFERENCE BUREAU or the State of Hawaii against loss because of outstanding liens or claims and to reimburse the LEGISLATIVE REFERENCE BUREAU for the excess costs expected to be incurred by the LEGISLATIVE REFERENCE BUREAU in procuring similar services.

- d. Excuse for nonperformance or delayed performance. The CONTRACTOR shall not be in default by reason of any failure in performance of this Contract in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency Procurement Officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the State of Hawaii and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Contract. Upon request of the CONTRACTOR, the Agency Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR'S progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the LEGISLATIVE REFERENCE BUREAU or the State of Hawaii under this Contract. As used in this paragraph, the term "subcontractor" means subcontractor at any tier.
- e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR'S right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 12d (Excuse for nonperformance or delayed performance), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 13.
- f. Additional rights and remedies. The rights and remedies provided in this paragraph shall be in addition to any other rights and remedies provided by law or under this Contract.

13. Termination for Convenience.

- a. Termination. The LEGISLATIVE REFERENCE BUREAU may, when the interests of the LEGISLATIVE REFERENCE BUREAU or the State of Hawaii so require, terminate this Contract in whole or in part, for the convenience of the LEGISLATIVE REFERENCE BUREAU or the State of Hawaii. The Agency Procurement Officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.
- b. CONTRACTOR'S obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR shall stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance subject to the LEGISLATIVE REFERENCE BUREAU'S approval. The Agency Procurement Officer may direct the CONTRACTOR to assign the CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to the LEGISLATIVE REFERENCE BUREAU. The CONTRACTOR shall complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.

- c. Right to work product. The LEGISLATIVE REFERENCE BUREAU may require the CONTRACTOR to transfer title to and deliver to the LEGISLATIVE REFERENCE BUREAU in the manner and to the extent directed by the Agency Procurement Officer any completed work product.

The CONTRACTOR shall, upon direction of the Agency Procurement Officer, protect and preserve property or work product in the possession of the CONTRACTOR in which the LEGISLATIVE REFERENCE BUREAU or the State of Hawaii has an interest. Use of this paragraph in no way implies that the LEGISLATIVE REFERENCE BUREAU has breached the Contract by exercise of the termination for convenience provision.

- d. Compensation.

- (1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the cost or pricing data, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one (1) year from the effective date of termination, the LEGISLATIVE REFERENCE BUREAU may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph 13d(3), below.
- (2) The LEGISLATIVE REFERENCE BUREAU and the CONTRACTOR may agree to a settlement, provided the CONTRACTOR has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by the LEGISLATIVE REFERENCE BUREAU, and the Contract price of the performance not terminated.
- (3) Absent complete agreement under subparagraph 13d(2), the LEGISLATIVE REFERENCE BUREAU shall pay the CONTRACTOR the following amounts, provided payments agreed to under subparagraph 13d(2) shall not duplicate payments under this subparagraph for the following:
 - (A) Contract prices for services accepted under the Contract;
 - (B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance; provided that such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
 - (C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subparagraph 13b. These costs shall not include costs paid in accordance with subparagraph 13d(3)(B); and
 - (D) The reasonable settlement costs of the CONTRACTOR, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to

the terminated portion of the Contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the total Contract price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, and the contract price of performance not terminated.

14. Claims Based on the Agency Procurement Officer's Actions or Omissions.

- a. Changes in scope. If any action or omission on the part of the Agency Procurement Officer requiring performance changes within the scope of the Contract constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Contract in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:
- (1) Written notice required. The CONTRACTOR shall give written notice to the Agency Procurement Officer:
 - (A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;
 - (B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or
 - (C) Within such further time as may be allowed by the Agency Procurement Officer in writing.
 - (2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason that may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Agency Procurement Officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency Procurement Officer;
 - (3) Basis must be explained. The notice required by subparagraph 14a(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and
 - (4) Claim must be justified. The CONTRACTOR shall maintain and, upon request, make available to the Agency Procurement Officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the LEGISLATIVE REFERENCE BUREAU, justifying the claimed additional costs or an extension of time in connection with such changes.

- b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or laws precluding any state officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders that are clearly not within the scope of the Contract.
 - c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.
15. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Contract shall be subject to the following guidelines:
- a. Reimbursement for air transportation shall be for actual cost or coach class air fare, whichever is less.
 - b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.
 - c. Unless prior written approval of the Agency Procurement Officer is obtained, reimbursement for subsistence allowance (e.g., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for inter-island or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.
16. Payment Procedures; Final Payment; Tax Clearance.
- a. Original invoices required. All payments under this Contract shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Contract have been performed by the CONTRACTOR according to the Contract.
 - b. Subject to available funds. Such payments are subject to availability of funds. Further, all payments shall be made in accordance with and subject to chapter 40, Hawaii Revised Statutes.
 - c. Prompt payment.
 - (1) Any money, other than retainage, paid to the CONTRACTOR shall be disbursed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and
 - (2) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.
 - d. Final payment. Final payment under this Contract shall be subject to section 103-53, Hawaii Revised Statutes, which requires a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U. S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been

paid. Further, CONTRACTOR shall provide a certificate affirming that the CONTRACTOR has remained in compliance with all applicable laws as required by this section.

17. Modifications of Contract.

- a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the CONTRACTOR and the LEGISLATIVE REFERENCE BUREAU.
- b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract shall be permitted.
- c. Agency Procurement Officer. By written order, at any time, and without notice to any surety, the Agency Procurement Officer may unilaterally order the CONTRACTOR to make:
 - (A) Changes in the work within the scope of the Contract; and
 - (B) Changes in the time of performance of the Contract that do not alter the scope of the Contract work.
- d. Adjustments of price or time for performance. If any modification increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, an adjustment shall be made and this Contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Contract or as negotiated.
- e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written modification of the Contract is not made prior to final payment under this Contract.
- f. Claims not barred. In the absence of a written contract modification, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Contract or for a breach of contract.
- g. Tax clearance. The LEGISLATIVE REFERENCE BUREAU may, at its discretion, require the CONTRACTOR to submit, prior to the LEGISLATIVE REFERENCE BUREAU'S approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid.

18. Price Adjustment.

- a. Price adjustment. Any adjustment in the contract price pursuant to a provision in this Contract shall be made in one or more of the following ways:

- (1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (2) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;
 - (3) In such other manner as the parties may mutually agree; or
 - (4) In the absence of agreement between the parties, by a unilateral determination by the Agency Procurement Officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency Procurement Officer in accordance with generally accepted accounting principles.
 - b. Submission of cost or pricing data. The CONTRACTOR shall provide the LEGISLATIVE REFERENCE BUREAU with cost or pricing data for any price adjustments.
19. Confidentiality of Material.
- a. All material given to or made available to the CONTRACTOR by virtue of this Contract, which is identified as proprietary or confidential information, shall be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the LEGISLATIVE REFERENCE BUREAU.
 - b. All information, data, or other material provided by the CONTRACTOR to the LEGISLATIVE REFERENCE BUREAU shall be subject to the Uniform Information Practices Act, chapter 92F, Hawaii Revised Statutes.
20. Publicity. The CONTRACTOR shall not refer to the LEGISLATIVE REFERENCE BUREAU, the State of Hawaii, or any office, agency, or officer thereof, or any state employee, including the Agency Procurement Officer, or to the services provided under this Contract, in any of the CONTRACTOR'S brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts with the CONTRACTOR about the subject matter of this Contract shall be referred to the Agency Procurement Officer.
21. Ownership Rights and Copyright. The LEGISLATIVE REFERENCE BUREAU shall have complete ownership of all material, both finished and unfinished, that is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the LEGISLATIVE REFERENCE BUREAU upon expiration or termination of this Contract. The LEGISLATIVE REFERENCE BUREAU, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract.
22. Audit of Books and Records of the CONTRACTOR. The LEGISLATIVE REFERENCE BUREAU, at reasonable times and places, may audit the books and records of the CONTRACTOR, prospective contractor, subcontractor, or prospective subcontractor that are related to:
- a. The cost or pricing data; and

b. A state contract, including subcontracts, other than a firm fixed-price contract.

23. Cost or Pricing Data. If requested by the Agency Procurement Officer, cost or pricing data must be submitted to the Agency Procurement Officer and timely certified as accurate for contracts over \$100,000.

If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the LEGISLATIVE REFERENCE BUREAU is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price shall be reduced in such amount.

24. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR, pursuant to chapter 487R, Hawaii Revised Statutes, shall destroy all copies (paper or electronic form) of personal information received from the LEGISLATIVE REFERENCE BUREAU or the State of Hawaii.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the LEGISLATIVE REFERENCE BUREAU or the State of Hawaii, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year period, or longer retention period as required by law, has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, Hawaii Revised Statutes, or returned to the LEGISLATIVE REFERENCE BUREAU at the request of the LEGISLATIVE REFERENCE BUREAU.

25. Patented Articles. The CONTRACTOR shall defend, indemnify, and hold harmless the LEGISLATIVE REFERENCE BUREAU and the State of Hawaii, and 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 arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this Contract. The CONTRACTOR shall be solely responsible for correcting or curing to the satisfaction of the LEGISLATIVE REFERENCE BUREAU and the State of Hawaii any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the LEGISLATIVE REFERENCE BUREAU a substitute article, process, or appliance acceptable to the LEGISLATIVE REFERENCE BUREAU; (b) paying royalties or other required payments to the patent holder; (c) obtaining proper authorizations or releases from the patent holder; and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.

26. Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.

27. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR'S performance of this Contract.
28. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the LEGISLATIVE REFERENCE BUREAU and the CONTRACTOR relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There shall be no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the LEGISLATIVE REFERENCE BUREAU and the CONTRACTOR other than as set forth or as referred to herein.
29. Severability. In the event that any provision of this Contract 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 Contract.
30. Waiver. The failure of the LEGISLATIVE REFERENCE BUREAU to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the LEGISLATIVE REFERENCE BUREAU'S or the State of Hawaii's right to enforce the same in accordance with this Contract.
31. Campaign Contributions. The CONTRACTOR is hereby notified of the applicability of 11-355, Hawaii Revised Statutes, which states that campaign contributions are prohibited from specified state or county government contractors during the terms of their contracts if the contractors are paid with funds appropriated by a legislative body.
32. Confidentiality of Personal Information.
- a. Definitions.
- "Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:
- (1) Social security number;
 - (2) Driver's license number or Hawaii identification card number; or
 - (3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.
- "Personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.
- "Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.
- b. Confidentiality of Material.
- (1) All material given to or made available to the CONTRACTOR by the LEGISLATIVE REFERENCE BUREAU or any agency of the State of Hawaii

by virtue of this Contract that is identified as personal information, shall be safeguarded by the CONTRACTOR and shall not be disclosed without the prior written approval of the LEGISLATIVE REFERENCE BUREAU.

- (2) CONTRACTOR agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.
- (3) CONTRACTOR agrees to implement appropriate "technological safeguards" that are acceptable to the LEGISLATIVE REFERENCE BUREAU or the State of Hawaii to reduce the risk of unauthorized access to personal information.
- (4) CONTRACTOR shall report to the LEGISLATIVE REFERENCE BUREAU in a prompt and complete manner any security breaches involving personal information.
- (5) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR because of a use or disclosure of personal information by CONTRACTOR in violation of the requirements of this paragraph.
- (6) CONTRACTOR shall complete and retain a log of all disclosures made of personal information received from the LEGISLATIVE REFERENCE BUREAU or the State of Hawaii, or personal information created or received by CONTRACTOR on behalf of the LEGISLATIVE REFERENCE BUREAU or the State of Hawaii.

c. Security Awareness Training and Confidentiality Agreements.

- (1) CONTRACTOR certifies that all of its employees who will have access to personal information have completed training on security awareness topics relating to protecting personal information.
- (2) CONTRACTOR certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:
 - (A) The personal information collected, used, or maintained by the CONTRACTOR will be treated as confidential;
 - (B) Access to the personal information will be allowed only as necessary to perform the Contract; and
 - (C) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

d. Termination for Cause. In addition to any other remedies provided for by this Contract, if the LEGISLATIVE REFERENCE BUREAU learns of a material breach of this paragraph by CONTRACTOR, the LEGISLATIVE REFERENCE BUREAU may at its sole discretion:

- (1) Provide an opportunity for the CONTRACTOR to cure the breach or end the violation; or
- (2) Immediately terminate this Contract.

In either instance, the CONTRACTOR and the LEGISLATIVE REFERENCE BUREAU shall follow chapter 487N, Hawaii Revised Statutes, with respect to notification of a security breach of personal information.

Attachment 3



STATE OF HAWAII CONTRACTOR'S STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"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 per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, Hawaii Revised Statutes).

On behalf of _____, CONTRACTOR, the undersigned does declare 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. (Section 84-15(a), Hawaii Revised Statutes).
2. CONTRACTOR has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), Hawaii Revised Statutes).
3. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14(d), Hawaii Revised Statutes).
4. CONTRACTOR has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), Hawaii Revised Statutes).

CONTRACTOR understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract 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.

* Reminder to Agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract must be awarded by competitive sealed bidding under section 103D-302, Hawaii Revised Statutes, or a competitive sealed proposal under section 103D-303, Hawaii Revised Statutes. Otherwise, the Agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), Hawaii Revised Statutes).

CONTRACTOR

By _____

(Signature)

Print Name _____

Print Title _____

Name of Contractor _____

Date _____