

# SAMPLE CONTRACT

**OFFICE OF HAWAIIAN AFFAIRS**

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

**REQUEST FOR PROPOSALS**

**PURCHASE OF GOODS AND SERVICES**

**CONTRACT BETWEEN**

**OFFICE OF HAWAIIAN AFFAIRS**

**AND**

**[NAME OF CONTRACTOR]**

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**This Agreement**, executed and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014, 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 **[XXXXXX], Honolulu, Hawai‘i 96[XXX], Federal Tax ID No. [99 – XXXXXX]**

## WITNESSETH:

WHEREAS, OHA was established to better the conditions of native Hawaiians and Hawaiians as defined in 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, OHA is in need of services for “Conceptual Master Planning for Real Property Development in Kaka‘ko Makai” as described in this Agreement and its attachments; and,

WHEREAS, OHA has awarded this Agreement through competitive sealed proposals submitted for RFP No. KM-2015-01 pursuant to HRS Chapter 103D of the Hawaii Public Procurement Code; 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 Agreement.

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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 – S 1, which is hereby made a part of this Agreement.

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

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

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

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

6. Other Terms and Conditions. The General Conditions and any Special Conditions are attached hereto and made a part of this Agreement. 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 Agreement shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice required to be given to the CEO shall be sent to the CEO's business and mailing address as set forth in the first paragraph of this Agreement. Notice to the CONTRACTOR shall be sent to the CONTRACTOR's business and mailing address as set forth in the first paragraph of this Agreement. A notice shall be deemed to have been received three (3) days after mailing or at the

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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 Agreement by their signatures, on the dates below, to be effective as of the date first above written.

## OFFICE OF HAWAIIAN AFFAIRS

Date: \_\_\_\_\_, 2014

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

"OHA"

[NAME OF CONTRACTOR]

Date: \_\_\_\_\_, 2014

By \_\_\_\_\_  
[NAME]  
Its [Title]

"CONTRACTOR"

APPROVED AS TO FORM:

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

Date: \_\_\_\_\_, 2014

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## CONTRACTOR'S ACKNOWLEDGMENT

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared [**SIGNER'S NAME**], to me personally known, who, being by me duly sworn, did say that such person is the President 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: \_\_\_\_\_

<u>NOTARY CERTIFICATION STATEMENT</u>	
Document Identification or Description: _____ _____	
<input type="checkbox"/> Doc. Date: _____	OR <input type="checkbox"/> 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)	

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## 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 **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: \_\_\_\_\_

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ATTACHMENT S 1

## SCOPE OF SERVICES

The CONTRACTOR agrees to satisfactorily provide the services hereinafter set forth which includes, but may not be necessarily limited to, the following:

**[SCOPE FROM RFP, SEC. 2.5 TO BE INCLUDED DURING CONTRACTING PHASE]**

For questions, please contact:

Allen Kam  
Commercial Property Manager /Contract Coordinator:  
(808) 594-1921 or [allenk@oha.org](mailto:allenk@oha.org)

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ATTACHMENT S 2

## TIME OF PERFORMANCE

The CONTRACTOR shall render the services required under this Agreement from the effective date of \_\_\_\_\_, 2014 through and including \_\_\_\_\_, 2016, unless this Agreement is sooner terminated as provided hereafter in this Agreement, commencing upon execution of this Agreement.

The manner in which the services are to be performed and the specific hours to be worked by the CONTRACTOR shall be determined by the CONTRACTOR, limited, however, to the maximum amount payable as specified in this Agreement.

Option to Extend: The Time of Performance of this Agreement may be extended at negotiated fees, upon mutual agreement in writing prior to the end of the current Agreement. It is understood that a Supplemental Agreement (Amendment) will be executed by both the CONTRACTOR and OHA to exercise any and all extensions.

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ATTACHMENT S 3

## COMPENSATION

OHA agrees to compensate CONTRACTOR, subject to the availability of funds, a maximum amount not to exceed [ZERO THOUSAND AND/100 DOLLARS (\$XXX,000.00)] inclusive of all actual reasonable ordinary necessary costs and expenses for services satisfactorily rendered under this Agreement.

OHA agrees to pay CONTRACTOR in the following manner:

1. [ZERO AND NO/100 DOLLARS (\$XXX,000.00)] upon invoice submitted by CONTRACTOR;
2. [ZERO AND NO/100 DOLLARS (\$XXX,000.00)] upon invoice submitted by CONTRACTOR;
3. Upon satisfactory completion of all work, a final payment of [ZERO AND NO/100 DOLLARS (\$XXX,000.00)] representing FIVE PERCENT (5%) of total contract cost upon invoice submitted by CONTRACTOR;
4. OHA's Coordinator, who is identified in Section Four of this Agreement, that the services rendered have been satisfactorily performed in conformance with this Agreement.

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## **SPECIAL CONDITIONS**

(CONTRACT BETWEEN OHA AND [CONTRACTOR'S NAME])

OHA and The CONTRACTOR mutually agree to.... (If Applicable)

All other Conditions shall remain in full force and effect.