

INVITATION TO SUBMIT PROPOSALS (ISP) NO. 27-CALL-1

TO PROVIDE

THEATRE TICKETING SOLUTION

FOR

JOHN F. KENNEDY THEATRE

IN THE

DEPARTMENT OF THEATRE & DANCE,

COLLEGE OF ARTS, LANGUAGES & LETTERS,

UNIVERSITY OF HAWAI'I AT MĀNOA

OCTOBER 2026

**UNIVERSITY OF HAWAII
INVITATION TO SUBMIT PROPOSALS TO PROVIDE
THEATRE TICKETING SYSTEM FOR
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DEPARTMENT OF THEATRE & DANCE,
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UNIVERSITY OF HAWAII AT MĀNOA**

BACKGROUND INFORMATION

The Department of Theatre & Dance in the College of Arts, Languages & Letters at the University of Hawai'i at Mānoa is seeking to procure a ticketing system for the John F. Kennedy Theatre.

As part of the flagship campus of the University of Hawai'i system, the John F. Kennedy Theatre, commonly referred to as the UHM Kennedy Theatre, and the Department of Theatre & Dance serve a diverse student population and the broader community that reflects the cultural intersections of Hawai'i, Asia, and the Pacific. Students and audiences have benefited from decades of Asian theatre as well as Asian, Hawaiian, and Pacific Dance, Hawaiian Theatre, in addition to American and European performance styles.

UHM Kennedy Theatre functions as the primary performance venue for the Department and supports a wide range of programming, including its Mainstage and Lab Theatre productions, dance concerts, musicals, Theatre for Young Audiences (TYA) performances, and student-generated small and large-scale works. The Department's work emphasizes cultural stewardship, Indigenous Hawaiian perspectives, and global storytelling traditions, while maintaining a strong commitment to accessibility, education, and community outreach.

The Department of Theatre and Dance produces a robust annual season that serves university students, faculty, and staff, as well as K-12 school groups, families, and the general public. This includes high-volume ticketing periods for popular productions, coordinated group sales for school matinees, and dynamic pricing structures that reflect student access initiatives and community engagement priorities. Our Mainstage space, designed by world renowned architect I.M. Pei, has removable dual hanamichi possibilities with a maximum seating capacity of 619 per performance, while the transformative Earle Ernst Lab Theatre space ranges between 100 to 150 seats, based on the needs of the performance.

Beyond the Department of Theatre and Dance season, UHM Kennedy Theatre hosts a variety of University of Hawai'i, Outreach College, and community partnership events throughout the year, these include paid (ticketed) and free (open) public performances.

The University of Hawai'i currently utilizes TouchNet Information Systems, Inc. as its eCommerce platform to provide payment gateway services and TouchNet Marketplace to safely and securely process payments of the University's eCommerce transactions. As such, Offerors that are TouchNet Ready Partners are especially valuable.

STATEMENT OF WORK

As the Department of Theatre and Dance continues to expand its audience development efforts, there is an increasing need for a modern, flexible ticketing system that supports both operational efficiency and strategic growth. The selected system will be expected to function not only as a transactional platform, but also as a comprehensive audience engagement tool.

The Department seeks a ticketing solution that supports a comprehensive and flexible set of capabilities to meet current operational needs and future growth. The proposed system shall utilize digital ticketing methods (e.g., QR codes or similar technologies) and support online, mobile, and in-person ticket sales via a fully operational, commercially available platform with an established client base. The system should include, but not be limited to, the following:

- Marketing and communication tools that support audience engagement, including email and SMS functionality, campaign management, and the ability to facilitate targeted outreach to both digital and physical addresses;

- Customer data management and segmentation capabilities, enabling the organization analysis of patron information to support audience development, engagement strategies, and targeted marketing campaigns, while maintaining data security and privacy;
- Data integration and interoperability, allowing the system to work with other platforms or tools as needed to support marketing and reporting;
- Flexible event and seating management, supporting a range of event types such as reserved seating, general admission, and mixed configurations, with tools that enhance both patron selection and administrative efficiency;
- Interactive and user-friendly seating interfaces, allowing patrons to make informed seating choices through visual and/or map-based tools, where applicable;
- Pricing and promotional flexibility, including the ability to manage discounts, group sales, promotional offers, complimentary tickets, and other pricing strategies;
- Ticketing flexibility and patron convenience features, such as ticket transfers, exchanges, or other tools that enhance the user experience;
- Reporting and analytics functionality, providing real-time access to sales data, patron insights, and customizable reporting (*examples: Sales by Ticket Category Report, Sales by Sales Channel Report, Batch Settlement Report, Patron Order History Report, Segmented Customer Report, Customer Geographic Report, Revenue by Event Report, Patron Retention Report, Seating Heatmap Report, etc.*) to support operational and strategic decision-making;
- Multi-channel sales capabilities, enabling ticket purchases across online, mobile, and/or in-person environments with consistent and synchronized data;
- Point-of-sale (POS) and entry management tools, supporting efficient transactions and patron entry processes, including but not limited to digital ticketing, QR scanning, and tap-to-pay possibilities;
- Security and system reliability, ensuring appropriate data protection, PCI DSS compliance, user access controls, and consistent system performance are in order;
- Website and platform integration, allowing for a cohesive user experience and compatibility with existing or future web infrastructure and external system;
- System implementation and configuration include an initial setup tailored to UHM Kennedy Theatre's operational needs;
- Data migration support, including the secure transfer of existing patron data, sales history, and/or relevant records from the current ticketing system as system allows;
- Transition planning execution, including a clearly defined implementation timeline, testing phase, and go-live support to ensure minimal disruption to operations;
- Box office staff training, including initial on-boarding for the Operations Coordinator and Theater Manager, as well as continued access to training materials and documentation for training and on-boarding new hires in the Front of House;
- Ongoing customer support, including technical assistance, trouble shooting, and timely response to system issues;
- System maintenance and updates, ensuring the platform remains current, secure, and fully functional

MINIMUM OFFEROR QUALIFICATIONS

1. **Experience:**

A minimum of five (5) years of continuous experience providing ticketing systems for fine arts or theater organizations. Demonstrated success implementing and supporting theatre ticketing systems at accredited higher education institutions or equivalent public/private sector organizations.

2. **Customer Support Excellence:**

Offeror must provide at least two (2) recent client references or reviews demonstrating timely and/or effective customer support.

3. **Deadlines:**

Offeror shall have a track record of working under and meeting tight deadlines.

4. **Sustained Operational Support and Alignment:**

Offeror must demonstrate a comprehensive track record of seamless onboarding and proactive ongoing support - swiftly resolving technical issues and maintaining open communication.

5. **Data Autonomy:**

Offerors must provide a consistent, documented track record of ensuring that all customer data remains fully owned by the client and is supported by appropriate data protection, security, and privacy practices.

6. **PCI Compliance - Attestation of Compliance (AoC):**

Offeror must provide an Attestation of Compliance (AOC) for **Service Providers** with their proposal.

PROPOSALS

Interested Offerors should submit a comprehensive proposal that provides, at a minimum, the following information:

1. **Company Background Information**

Background information on the company's team that will be assigned to the University, including areas of specialization and contact information, and years of experience. The University expects that the individual(s) named in the proposal will be the primary individual(s) providing implementation and support services for the system for the Offeror, and serve as the principal liaison between the Offeror and the University. Provide names and backgrounds of others that will be assigned to the University by the Offeror to provide additional support services, as appropriate.

2. **Current and/or Previous Clients**

Select lists of institutions or agencies, including public higher education institutions, that you are currently contracted by or have successfully assisted in the past five (5) years to implement and provide support services for your system.

3. **Statement of Work**

Provide an overview of how the Offeror would provide the services as described in the Statement of Work. Describe the approach to implementation of the system and continuing support to the University.

4. Qualifications to Meet Expectations

Describe how the Offeror's qualifications will enable the Offeror to meet the expectations as described in this Invitation.

5. Fee for Services

If possible, provide two fee proposals for the Statement of Work, distinguished by the Merchant of Record:

- **Proposal A:** University of Hawai'i (UH) serves as the Merchant of Record on all credit card transactions
- **Proposal B:** Offeror serves as the Merchant of Record on all credit card transactions.

All fees shall include all costs for installing/implementation, training (including travel, if necessary), and any applicable taxes. If available, provide an example of how net profit, itemized fees, and gross revenue would be issued for event reconciliations.

6. Proposed Timeline

Provide a proposed timeline of the services to be provided in order for the University to **execute a contract and start implementation of the Offeror's system as soon as reasonably possible.**

EVALUATION OF PROPOSALS

The proposals will be evaluated taking into consideration the completeness and quality of the offeror's proposal. The proposals will be reviewed by the evaluation committee. Additionally, other UH administrators may review the proposal as part of the University's procurement process.

Proposals will be evaluated on the comprehensiveness of the services to be provided, the proposed timeline and schedule for completing the services, the experience of the consultant or team, previous clients, and pricing. All proposal requirements should be clearly identified in the offeror's proposal.

The evaluation committee will use a **30-Point Scoring Rubric**. Each section is assigned a maximum of 5 points. The evaluation committee will be composed of 3 committee members. A maximum number of 90 points available per Offeror. The submitted proposals shall be reviewed according to the criteria below to be weighted as follows:

Proposal Evaluation Rubric

Evaluation Category	What the Committee is Looking For
Functional Capabilities	Mobile/QR ticketing, reserved seating maps, ease of checkout, and box office "window" speed.
Implementation & Support	Quality of the "go-live" plan, 24/7 technical support availability, and staff training modules.
Experience & Qualifications	Years in the industry (5+), higher-ed references, and proven success with arts organizations.
Reporting & Analytics	Real-time sales data, donor/subscriber tracking, and ease of exporting

financial audits.

Cost & Fee Structure

Total cost of ownership (TCO), including per-ticket fees, annual subs, and hardware costs.

Timeline & Schedule

A realistic plan to be fully operational by your next season's launch or "on-sale" date.

SUBMISSION OF PROPOSALS

Each interested Offeror should submit a copy of its proposal to the Department of Theatre & Dance, College of Arts, Languages & Letters, University of Hawai'i, Attention: Daniel Sato, **no later than 4:30 p.m. (Hawai'i Standard Time), November 30, 2026**. Proposals may be submitted via email to drsato@hawaii.edu.

For additional information and/or questions, please contact Daniel Sato by email at drsato@hawaii.edu.

CERTIFICATION REQUIREMENTS FOR CONTRACT AWARD AND FINAL PAYMENT

State of Hawai'i law requires certification of compliance through the Hawai'i Compliance Express (vendors.ehawaii.gov) prior to formal award of any contract. Further, a second, final tax clearance will be required prior to final payment.

1. **Tax Clearance for Contracts**

In accordance with Sections 103-53 and 103D-328, HRS, and Section 3-122, 112, HAR, the Contractor shall obtain tax clearances from the State of Hawai'i Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) certifying 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 DOTAX and under the Internal Revenue Code against the Offeror have been paid. This shall apply to all contracts, whether with Hawai'i Offerors, out-of-state Offerors, or nonprofit organizations. This shall not apply to Offerors if the DOTAX certifies that the Offeror is in good standing under a plan in which delinquent taxes are being paid to the DOTAX (and the IRS, if applicable) in installments.

2. **Certificate of Compliance, Hawai'i State Department of Labor**

The Contractor shall obtain a Certificate of Compliance issued by the Hawai'i State Department of Labor and Industrial Relations (DLIR) in accordance with Section 103D-310, HRS, and Section 3-122-112, HAR.

3. **Certificate of Good Standing, State of Hawai'i Department of Commerce and Consumer Affairs**

The Contractor shall obtain a Certificate of Good Standing from the State of Hawai'i Department of Commerce and Consumer Affairs (DCCA) in accordance with Section 103D-310, HRS, and Section 3-122-112, HAR.

Hawai'i Compliance Express

To meet the above requirements, the State of Hawai'i has developed an electronic proof of compliance process, Hawai'i Compliance Express, that allows a vendor to obtain the aforementioned certifications by registering on-line at:

<http://vendors.ehawaii.gov/hce/splash/welcome.html>

Vendors shall electronically register with the Hawai'i Compliance Express to obtain a Certificate of Vendor Compliance which is acceptable as proof of compliance for both contracting purposes and final payment.

OTHER

The University reserves the right to negotiate a final contract with the selected offeror including but not be limited to: a detailed scope of work, final timeline for completion of services, final compensation and payment schedule, and terms and conditions.

UNIVERSITY GENERAL CONDITIONS AND SPECIAL CONDITIONS

The University of Hawai'i General Conditions for Agreements for Services and Special Conditions are attached hereto and made a part hereof.

UNIVERSITY OF HAWAII
GENERAL CONDITIONS FOR
AGREEMENTS FOR SERVICES

1. Coordination of Services by the UNIVERSITY. The UNIVERSITY shall coordinate the services to be provided by the CONTRACTOR in order to complete the Project. The CONTRACTOR shall maintain communications with the UNIVERSITY at all stages of the CONTRACTOR's work, and submit to the UNIVERSITY for resolution, any questions which may arise as to the performance of this Agreement.

2. Relationship of Parties; Independent Contractor Status and Responsibilities, Including Tax Responsibilities.

a. In the performance of services, or delivery of goods, or both, required under this Agreement, 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 Agreement; however, the UNIVERSITY shall have a general right to inspect work in progress to determine whether, in the UNIVERSITY's opinion, the services are being performed or the goods are being provided, or both, by the CONTRACTOR in compliance with this Agreement. It is understood that the UNIVERSITY does not agree to use the CONTRACTOR exclusively, except for specific assignments, and that the CONTRACTOR is free to contract, to provide services, or goods, or both to other individuals or entities while under contract with the UNIVERSITY.

b. The CONTRACTOR and the CONTRACTOR's employees and agents are not by reason of this Agreement, agents or employees of the UNIVERSITY for any purpose, and the CONTRACTOR, and the CONTRACTOR's employees and agents shall not be entitled to claim or receive from the UNIVERSITY any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to UNIVERSITY 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 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 responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Agreement.

e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawai'i, in accordance with Section 237-9, Hawai'i Revised Statutes, and shall comply with all requirements thereof. The CONTRACTOR shall be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under Sections 103-53 and 237-45, Hawai'i Revised Statutes, and paragraph 14 of these General Conditions, including but not limited to, obtaining a general excise tax license.

f. The CONTRACTOR is 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.

3. Personnel Requirements.

a. The CONTRACTOR shall secure, at the CONTRACTOR's own expense, all personnel required to perform 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 perform the 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.

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

5. Subcontracts and Assignments.

a. 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 the UNIVERSITY. 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 the Vice President for Budget and Finance/Chief Financial Officer of the University of Hawai'i, as provided in Section 40-58, Hawai'i Revised Statutes.

b. Recognition of a successor in interest. When in the best interest of the UNIVERSITY, a successor in interest may be recognized in an assignment agreement which the UNIVERSITY, the CONTRACTOR, and the assignee as transferee (hereinafter referred to as the "ASSIGNEE") shall agree that:

- (1) The ASSIGNEE assumes all of the CONTRACTOR's obligations;
- (2) The CONTRACTOR remains liable for all obligations under this Agreement but waives all rights under this Agreement as against the UNIVERSITY, and
- (3) The CONTRACTOR shall continue to furnish, and the ASSIGNEE shall also furnish all required bonds.

c. Change of name. When the CONTRACTOR requests to change the name in which the CONTRACTOR holds this Agreement with the UNIVERSITY, the UNIVERSITY shall, upon receipt of a document acceptable or satisfactory to the UNIVERSITY indicating such change of name (for example, as amendment to the CONTRACTOR's articles of incorporation), enter into an agreement with the CONTRACTOR to effect such a change of name. The agreement changing the CONTRACTOR's name shall specifically indicate that no other terms and conditions of this Agreement are thereby changed.

d. Reports. All change of name or novation agreements effecting changes of the CONTRACTOR's name or novations hereunder other than by the UNIVERSITY shall be reported to the UNIVERSITY within THIRTY (30) days of the date that the agreement becomes effective.

e. Actions affecting more than one department. Notwithstanding the provisions of subparagraphs 5a through 5d herein, when the CONTRACTOR holds agreements with more than one department of the UNIVERSITY, the novation or change of name agreements herein authorized shall be processed only through the Office of Procurement Management.

6. 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 Agreement.

7. 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 Agreement.

8. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and hold harmless the UNIVERSITY, the State of Hawai'i, 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 negligent acts or omissions of the CONTRACTOR or the CONTRACTOR's employees, officers, agents, or subcontractors under this Agreement. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Agreement.

9. Modification of Agreement. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Agreement permitted by this Agreement shall be made only by written amendment to this Agreement, signed by the CONTRACTOR and the UNIVERSITY.

10. Confidentiality of Material.

a. All material given or made available to the CONTRACTOR, as well as all proceedings, deliberations, and any and all matters pertaining to this Agreement and the services rendered hereunder, shall be kept confidential by the CONTRACTOR and, unless required by law, shall not be disclosed to any individual or organization without the prior written approval of the UNIVERSITY.

b. All information, data, or other material provided by the CONTRACTOR to the UNIVERSITY shall be subject to the Uniform Information Practices Act, chapter 92F, Hawai'i Revised Statutes.

11. Ownership Rights. The UNIVERSITY shall have complete ownership of all reports, plans, evaluations, applications, resume data, and related material, both finished and unfinished, which are received, developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Agreement. All such material shall be provided to the UNIVERSITY upon request and/or upon expiration or termination of this Agreement.

12. Publicity. The CONTRACTOR shall not refer to the UNIVERSITY, or any office, agency, or officer thereof, or to the services provided under this Agreement, in any of the CONTRACTOR's brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts to the CONTRACTOR about the Project or this Agreement shall be referred to the UNIVERSITY.

13. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Agreement shall be consistent with the following guidelines:

a. Reimbursement for inter-island air transportation shall not exceed the lesser of actual cost and coach class airfare.

b. Reimbursement for air transportation between Hawai'i and out-of-state locations shall not exceed the lesser of actual cost and coach class air fare. In the event travel in a higher class will result in an overall cost savings to the UNIVERSITY, and with prior written approval of the UNIVERSITY, fares in excess of coach class may be reimbursed.

c. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.

d. Unless prior written approval of the UNIVERSITY is obtained, reimbursement for subsistence allowance (i.e., 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.

14. Payment Procedures; Final Payment; Tax Clearance. All payments under this Agreement shall be made only upon submission by CONTRACTOR of invoices specifying the amount due and certifying that (i) services requested under the Agreement have been performed by CONTRACTOR according to the Agreement, or (ii) the goods have been accepted by the UNIVERSITY, or (iii) both. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, Hawai'i Revised Statutes. Further, all payments shall be made in accordance with and subject to chapter 40, Hawai'i Revised Statutes. Final payment under this Agreement shall be subject to Sections

103-53 and 237-45, Hawai'i Revised Statutes, which require a valid tax clearance, FORM A-6, from the State of Hawai'i, Department of Taxation, and the Internal Revenue Service (IRS), showing 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 Department of Taxation and under the Internal Revenue Code against the CONTRACTOR have been paid.

15. Termination for Default.

a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, otherwise fails to timely satisfy the Agreement provisions, or commits any other substantial breach of this Agreement, the UNIVERSITY 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 UNIVERSITY, the UNIVERSITY may terminate the CONTRACTOR's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform. In the event of termination, the UNIVERSITY may, if possible, procure similar goods or services, or both, in a manner and upon the terms deemed appropriate by the UNIVERSITY.

b. CONTRACTOR's duties. Notwithstanding termination of the Agreement and subject to any directions from the UNIVERSITY, the CONTRACTOR shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the CONTRACTOR in which the UNIVERSITY has an interest.

c. Compensation. Payment for completed services or goods, or both, delivered to and accepted by the UNIVERSITY shall be at the price set forth in the Agreement. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and UNIVERSITY. The UNIVERSITY may withhold from amounts due the CONTRACTOR such sums as the UNIVERSITY deems to be necessary to protect the UNIVERSITY against loss because of outstanding liens or claims of former lien holders and to reimburse the UNIVERSITY for the excess costs incurred in procuring similar goods and services.

d. Excuse for nonperformance or delayed performance. Except with respect to defaults of subcontractors, the CONTRACTOR shall not be in default by reason of any failure in performance of this Agreement 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 UNIVERSITY within FIFTEEN (15) days after the cause of the delay and the failure arises out of unforeseen causes such as: acts of God; acts of a public enemy; acts of the UNIVERSITY 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 or goods, or both, 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 Agreement. Upon request of the CONTRACTOR, the UNIVERSITY 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 Agreement, the delivery schedule shall be revised accordingly, subject to the rights of the UNIVERSITY under this Agreement. As used in this paragraph, the term 'subcontractor' means subcontractor at any tier.

e. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Agreement.

16. Termination for Convenience.

a. Termination. The UNIVERSITY may, when the interests of the UNIVERSITY so require, terminate this Agreement for the convenience of the UNIVERSITY. The UNIVERSITY shall give written notice of the termination to the CONTRACTOR specifying 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 will 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. The UNIVERSITY may direct the CONTRACTOR to assign the CONTRACTOR's right, title, and interest under terminated orders or subcontracts to the UNIVERSITY.

c. Right to goods and work product. The UNIVERSITY may require the CONTRACTOR to transfer title and deliver to the UNIVERSITY in the manner and to the extent directed by the UNIVERSITY:

- (1) Any completed goods or work product; and
- (2) The partially completed work product, goods, materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Agreement.

The CONTRACTOR shall, upon direction of the UNIVERSITY, protect and preserve property in the possession of the CONTRACTOR in which the UNIVERSITY has an interest. If the UNIVERSITY does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that the UNIVERSITY has breached the Agreement by exercise of the termination for convenience provision.

d. Compensation. The CONTRACTOR shall be entitled to the payment of fees and expenses pursuant to the termination of services as provided in Attachment 3, Compensation and Payment Schedule.

17. Federal Funds. If this Agreement is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Agreement to be payable from federal funds, the CONTRACTOR shall be paid only from such federal funds received from the federal government, and shall not be paid from any other funds.

18. 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.

19. Severability. In the event that any provision of this Agreement is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Agreement.

20. Waiver. The failure of the UNIVERSITY 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 the UNIVERSITY's right to enforce the same in accordance with this Agreement.

21. Antitrust Claims. The UNIVERSITY and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to UNIVERSITY any and all claims for overcharges as to goods and materials purchased in connection with this Agreement, except as to overcharges which result from violations commencing after the price is established under this Agreement and which are not passed on to the UNIVERSITY under an escalation clause.

SPECIAL CONDITIONS

1. Campaign Contributions by State and County Contractors Prohibited

Contractor agrees to comply with Section 11-355, HRS, which states that campaign contributions are prohibited from State and County government contractors during the term of the contract if the contractor is paid with funds appropriated by the legislative body between the execution of the contract through the completion of the contract. Further information is available from the Campaign Spending Commission's Executive Director or its General Counsel at (808) 586-0285.

2. Travel Expense Reimbursement

UNIVERSITY shall reimburse the CONTRACTOR for reasonable and documented travel incurred and associated with being physically present in Hawai'i and/or on-site at the UNIVERSITY (On-site).

Allowable expenses include:

1) Meals and Incidental Expenses

Meals and incidental expenses while On-site, including day of travel, shall be on a per diem basis (receipts are not required) at the current published Federal allowable M&IE rate. In the event that the CONTRACTOR's expenses exceed the current Federal Allowable Rate for M&IE, additional compensation will not be provided.

2) Air Travel

CONTRACTOR shall fly coach class travel only for travel that is required for CONTRACTOR's performance of the services under the terms and conditions of this Agreement. Direct flight round trip travel from the CONTRACTOR's home base to and from Hawai'i shall be allowed provided that it conforms to the conditions set forth above.

3) Automobile Rental

Automobile rental services will be reimbursed at the compact car rate.

4) Parking

For the period covering On-site travel, CONTRACTOR shall provide supporting documentation and receipts for parking reimbursements.

5) Lodging

Lodging will be reimbursed on an actual basis (receipts required), supported by proper documentation up to the then current published Federal Allowable daily lodging rate, inclusive of all applicable taxes. Lodging expenses in excess of the Federal Allowable daily lodging requires pre-approval by the University.

6) Other

- a) CONTRACTOR shall notify and obtain pre-approval from the UNIVERSITY for any miscellaneous expenditures sought for reimbursement not covered by the paragraphs set forth above.
- b) The UNIVERSITY will not reimburse the CONTRACTOR for the purchase and/or consumption of alcoholic beverages, entertainment, and other personal expenses.

[illegible]

MERCHANT OF RECORD:

I. DEFINITIONS

- ## II. DECLARATIONS

1. Contractor is Service Provider. Contractor is and shall be considered a Service Provider for purposes of complying with the PCI DSS.
2. Contractor responsible for security of Cardholder Account Data or any service provided that may impact the security of the Cardholder Account Data or Sensitive Authentication Data. Contractor is responsible for the security of all UH customer cardholder data and/or payment card information (collectively the “***Account Data***”) in the possession of Contractor or any and all subcontractors used by Contractor (“***Subcontractors***”) and/or which is collected, managed, retained, maintained and/or used in any way by Contractor or any of the Subcontractors to perform the Services, furnish the Products and/or provide access to and/or use the Licensed Software.
3. Limited use of Account Data. Contractor may only collect, manage, retain, maintain and/or use Account Data in performing and completing the Services, furnishing to UH the Products and providing access to and using the Licensed Software described in this Contract, or as required by the PCI DSS, or as required by all applicable laws, statutes, ordinances, rules, regulations, directives and orders (collectively the “***Applicable Laws***”).
4. Contractor to ensure Subcontractors comply with PCI Compliance Rider. Contractor shall ensure that each Subcontractor complies with all obligations contained in this PCI Compliance Rider .

1. Standard of Care

- a. Contractor to maintain safeguards. Consistent with PCI DSS, Contractor shall implement and maintain safeguards to project against the destruction, loss or alteration of Account Data that is collected, managed, retained, maintained, used and/or impacted by Contractor and/or any Subcontractor in connection with performing the Services, furnishing the Products to UH and/or providing access and use of the Licensed Software (collectively the “***Security Systems***”).
 - b. Account Data security shall comply with PCI DSS. Contractor warrants that the Security Systems that Contractor implements to secure the Account Data shall be in accordance with industry best practices and the PCI DSS and performed by qualified personnel.
2. Compliance with PCI DSS
- a. Contractor warrants PCI DSS compliance. Contractor represents and warrants that during the term of the Contract and/or while Contractor and/or the Subcontractors have possession of, uses and/or handles the Account Data, uses the Licensed Software, performs the Services and/or uses or stores Account Data in connection with processing

and/or transmitting transactions, that Contractor and each of the Subcontractors and all of the Security Systems implemented by them shall be in compliance with standards established by the PCI Security Standards Council (<https://www.pcisecuritystandards.org/standards/>).

- b. PCI compliance attestation required. Contractor shall, at its own expense, obtain and provide an Attestation of Compliance for Report on Compliance – Service Providers (AOC) defined by the standards established by the PCI Security Standards Council.
- c. Evidence of PCI DSS compliance. Annually and upon written request, Contractor shall furnish UH with an Attestation of Compliance with the PCI DSS within ten (10) business days of the date of the request.
- d. Use of UH Internet connectivity. In instances where UH permits Contractor to utilize UH network connectivity to the Internet, Contractor acknowledges and agrees that UH is acting in the role of an Internet Service Provider in offering only unmanaged connectivity to the Internet. UH does not warrant the security and suitability of such Internet connectivity for payment processing. Contractor assumes all risk and responsibility related to any such use of UH Internet connectivity and Contractor shall ensure that the Subcontractors, release, discharge and waive any claims that Contractor and any of the Subcontractors may have relating to their use of UH’s Internet connectivity.
- e. Contractor serves as Merchant of Record. In instances where Contractor serves as the Merchant of Record, Contractor shall assume all risk, responsibility, and liability for protecting any Cardholder Data that Contractor and/or the Subcontractors collects, obtains, uses, handles, possesses, stores or manages in performing and completing the Services (such as processing payments), furnishing to UH the Products and providing access to and using the Licensed Software. The Merchant’s PCI compliance attestation is required to be provided on an annual basis or upon written request within ten (10) business days of the date of the request.

3. Remediation and Incident Management

- a. Deficiency in complying with PCI DSS. In the event of a finding by QSA, or some other circumstance whose consequence is that Contractor is not actually in compliance with PCI DSS, Contractor shall:
 - i. Inform UH. Immediately inform UH of the nature of the PCI DSS compliance deficiencies.
 - ii. Prepare remedial action plan. Promptly plan such remedial action as necessary to cure any and all PCI DSS compliant deficiencies. Within 30 days, Contractor shall review Contractor’s remediation plan with a QSA and obtain a written confirmation of the QSA’s opinion that such plan will remediate Contractor’s PCI DSS deficiencies. Contractor shall then promptly execute the QSA reviewed remediation plan.
- b. Data breach. In the event of a data breach or intrusion or otherwise unauthorized access to Cardholder Data for which Contractor is responsible (“**Data Breach**”), Contractor shall notify UH’s Treasury Office no later than forty-eight (48) hours following discovery and confirmation that a Data Breach has occurred. This is to allow the proper PCI DSS compliant breach notification process to commence.
 - i. Contractor to comply with all Data Breach notification processes. In instances where Contractor serves as the Merchant of Record, Contractor shall comply with all Applicable Laws, including without limitation, Hawaii Revised Statutes 487N (“**HRS 487N**”), requiring notification in the event of unauthorized release of personal identifiable information (“**PII**”) or Data (as defined in HRS 487N (collectively the “**Consumer Data**”), or other event requiring notification. Upon the confirmation of such event or the Data Breach, Contractor shall (a) notify UH

by telephone and email within two (2) business days of confirming the event and/or Data Breach, (b) assume financial responsibility and liability for the unauthorized disclosure, release, exposure, and/or breach, and (c) fully indemnify, defend, and hold harmless UH, as further set forth herein. Contractor shall pay all such associated costs necessary to address and provide relief of and from the adverse effects of such actual, probable, or suspected breach, exposure, disclosure, or release of the Consumer Data, including, without limitation, the costs of notifying all affected individuals and entities and making credit monitoring and restoration services available to such affected individuals and entities, as required by UH and/or Applicable Laws.

4. Contractor Indemnification

- a. Contractor indemnity and defense obligations binding. Notwithstanding any exclusion or limitation of liability language elsewhere within this Contract to the contrary, it is the intent of the Parties that all indemnity, defense and hold harmless obligations contained in this PCI Compliance Rider shall apply to and bind Contractor, and Contractor shall also be responsible for indemnifying, defending and holding harmless UH with respect to any failure of the Subcontractors to comply with the PCI DSS.
- b. Contractor indemnity, defense and hold harmless obligation. In addition to Contractor's indemnity, defense and hold harmless obligations in the Contract, which shall remain binding, Contractor shall and will ensure that the Subcontractors indemnify, defend, and hold harmless, UH, its officers, employees, and agents, from and against any and all claims, demands, causes of action, suits, proceedings, judgment, award, damages, costs (including reasonable attorneys' fees), expenses, losses, fines of a penal nature, civil penalties, and other liabilities (including the obligation to indemnify others) arising from or connected to any: (1) failure to comply with the PCI DSS, (2) mismanagement, mishandling, misuse, exposure, release, disclosure and/or the loss of Cardholder Account Data, including any Consumer Data and (3) Data Breach.