

**STATE OF HAWAII  
AGREEMENT FOR GOODS OR SERVICES  
BASED UPON COMPETITIVE SEALED PROPOSALS**

This Agreement, executed on the respective dates of the signatures of the parties shown hereafter, is effective as of January 18, 19 2000, between the \_\_\_\_\_  
Department of Accounting and General Services  
(Insert name of state department, agency, board, or commission)  
State of Hawaii (hereinafter "STATE"), by its State Comptroller  
(hereinafter "DIRECTOR"), and Title Guaranty of Hawaii, Inc.  
(hereinafter "CONTRACTOR"), a Corporation  
(Insert "corporation," "partnership," "joint venture," "sole proprietorship," or other legal form of the Contractor)  
under the laws of the State of Hawaii, whose business address and taxpayer identification number are as follows: 235 Queen Street, Honolulu, Hawaii 96813  
Taxpayer ID: GE#: 10005663 Federal ID: 990105031

**RECITALS**

A. The STATE is in need of the goods or services, or both, described in this Agreement and its attachments.

B. The STATE has issued a request for competitive sealed proposals, and has received and reviewed proposals submitted in response to the request.

C. The solicitation for proposals and the selection of the CONTRACTOR were made in accordance with section 103D-303, Hawaii Revised Statutes ("HRS"), Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, Subtitle 11 (hereinafter "Procurement Rules"), sections 3-122-41 through 3-122-60, and applicable procedures established by the appropriate Chief Procurement Officer ("CPO").

D. The CONTRACTOR has been identified as the responsible and responsive offeror whose proposal is the most advantageous for the STATE, taking into consideration price and the evaluation factors set forth in the request.

E. The STATE desires to retain and engage the CONTRACTOR to provide the goods or services, or both, as the case may be, and the CONTRACTOR is agreeable to providing said goods or services, or both.

F. Money is available to fund this Agreement pursuant to:

(1) Act 91, SLH 1999 or (2) \_\_\_\_\_  
(Identify state source) (Identify federal source)

both, in the following amounts: State \$200,000.00  
Federal \$ \_\_\_\_\_

G. Pursuant to 26-6 HRS, Legal authority to enter into agreement, the STATE is authorized to enter into this Agreement.

NOW, THEREFORE, in consideration of the promises contained in this Agreement, the STATE and the CONTRACTOR agree as follows.

1. Scope of Performances. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in the request for competitive sealed proposals number ICS FY 99-052 ("Request"), and the CONTRACTOR's accepted proposal ("Proposal"), both of which, even if not physically attached to this Agreement, are hereby made a part this Agreement.

2. Compensation. The CONTRACTOR shall be compensated for goods supplied or services performed, or both, under this Agreement in a total amount not to exceed Two Hundred Thousand & No/100 DOLLARS (\$ 200,000.00), including taxes, at the time and in the manner set forth in the Request and CONTRACTOR's proposal.

3. Bonds. The CONTRACTOR ~~is~~ (is not) required to provide a (performance) (payment) (performance and payment) bond in the amount of No \_\_\_\_\_ DOLLARS (\$ 0.00).

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

5. 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. In the event of a conflict among the documents, the order of precedence shall be as follows: (1) Agreement, including all attachments and addenda; (2) Request, including all attachments and addenda; and (3) Proposal.

6. Liquidated Damages. Liquidated damages shall be assessed in the amount of 0 DOLLARS (\$ 0.00) per day, in accordance with the terms of paragraph 9 of the General Conditions.

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 Director shall be sent to the Director's office in

Honolulu, Hawaii. Notice to the agency procurement officer shall be sent to: \_\_\_\_\_  
1151 Punchbowl St., Honolulu, Hawaii 96813. Notice to the CONTRACTOR at the  
CONTRACTOR's address as indicated in this Agreement. A notice shall be deemed to have  
been received three (3) days after mailing or at the time of actual receipt, whichever is earlier.  
The CONTRACTOR is responsible for notifying the STATE 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.

STATE  
By *Raymond H. Sato*

Print Name Raymond H. Sato

Title State Comptroller

Date 3/17/00

CONTRACTOR  
By *Michael A. Pietsch*

Print Name Michael A. Pietsch

Title President and CEO \*

Date 3/3/2000

FUNDING AGENCY (to be signed  
by head of funding agency if  
other than the Comptroller)

By *Timothy E. Johns*

Print Name Timothy E. Johns

Title Chairperson, Board of  
Land and Natural  
Resources, Director of  
Land and Natural Resources

Date March 23, 2000

APPROVED AS TO FORM:

*Heine Mackin*  
Deputy Attorney General

\*Evidence of authority of the CONTRACTOR's representative to sign this Agreement for the  
CONTRACTOR must be attached.

## CERTIFICATION OF EXEMPTION FROM CIVIL SERVICE

**1. By Heads of State Departments or Agencies Pursuant to Delegation of the Director of Human Resources Development<sup>1</sup>**

Pursuant to the delegation of the authority by the Director of Human Resources Development, I certify that the services provided under this Agreement, and the person(s) providing the services under this Agreement are exempt from the civil service, pursuant to Hawaii Revised Statutes §76-16.

Raymond H. Sato  
(signature)

3/17/00  
(date)

Raymond H. Sato  
Print Name

State Comptroller  
Print Title

**2. By the Director of Human Resources Development, State of Hawaii<sup>2</sup>**

I certify that the services provided under this Agreement, and the person(s) providing the services under this Agreement are exempt from the civil service, pursuant to Hawaii Revised Statutes §76-16( ).

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

\_\_\_\_\_  
(date)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title, if designee of Director  
of Human Resources Development

<sup>1</sup>This part of the form may be used by all department heads and others to whom the Director of Human Resources Development has delegated authority to certify Hawaii Revised Statutes section 76-16 civil service exceptions. The specific paragraph(s) of section 76-16 upon which an exemption is based should be noted in the contract file. **NOTE:** Authority to certify exceptions under Hawaii Revised Statutes sections 76-16(2) and 76-16(3) has not been delegated; only the Director of Human Resources Development may certify sections 76-16(2) and 76-16(3) exceptions.

<sup>2</sup>This part of the form may be used only by the Director of Human Resources Development or the Director's designee. See **NOTE** at footnote 1.

CONTRACTOR'S ACKNOWLEDGMENT

State of Hawaii )

SS.

City and County of Honolulu )

On this 3rd day of March, ~~199~~<sup>2000</sup>, before me personally

appeared Michael A. Pietsch, to me personally

known, who being by me duly sworn, did say that he/she is the \_\_\_\_\_

President and CEO of \_\_\_\_\_

Title Guaranty of Hawaii, Inc., the

CONTRACTOR named in the foregoing instrument, and that he/she is authorized to sign said instrument on behalf of the CONTRACTOR, and acknowledges that he/she executed said instrument as the free act and deed of the CONTRACTOR.

LS

Hualynne Alfiche-Lowndes  
Notary Public, State of Hawaii  
My commission expires: 7-2-2001  
Hualynne Alfiche-Lowndes

STATE OF HAWAII  
CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, cost or pricing data as defined in section 3-122-122 and submitted pursuant to section 3-122-125; either actually or by specific identification in writing to the procurement officer in support of ICS-FY-99-52 \*, are accurate, complete, and current as of March 3, 2000 \*\*\*  
(month, date, year)

This certification includes the cost or pricing data supporting any advance agreement(s) between the offeror and the (State) which are part of the proposal. Please type or print:

Firm:  Title Guaranty of Hawaii, Inc.	Date of Execution: ***  March 3, 2000
Name:  Michael A. Pietsch	Title  President

  
\_\_\_\_\_  
(Signature)

March 3, 2000  
(Date)

(End of Certificate)

\* Describe the proposal, quotation, request for price adjustment or other submission involved, giving appropriate identifying number (e.g. RFP Number).

\*\* The effective date shall be a mutually determined date prior to but as close to the date when price negotiations were concluded and the contract price was agreed to as possible. The responsibility of the offeror or contractor is not limited by the personal knowledge of the offeror's or contractor's negotiator if the offeror or contractor had information reasonably available at the time of the agreement, showing that the negotiated price is not based on accurate, complete, and current data.

\*\*\* This date should be as soon after the date when the price negotiations were concluded and the contract price was agreed to as practical.

## 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, the University of Hawaii, 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.

On behalf of Title Guaranty of Hawaii, Inc., 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.
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 an Agency 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 Agency 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 an Agency 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, a) within the past twelve (12) months, served as an Agency 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 if this Agreement was entered into in violation of any provision of chapter 84, HRS, 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.

DATED: Honolulu, Hawaii, March 3, ~~19~~2000.

CONTRACTOR

By 

Title President and CEO

\*Reminder to Agency: If "is" is circled, the Agency is required, under section 84-15, HRS, to file with the State Ethics Commission, ten (10) days before the Agreement is entered into, a written justification as to why the Agreement was not required to be competitively bid.