

**REQUEST FOR PROPOSALS**

**The Research Corporation of the University of Hawaii  
requests proposals for the**

**CONSULTING SERVICES TO DEVELOP A MANAGEMENT PLAN FOR THE  
NEWLY ESTABLISHED MAUNA KEA STEWARDSHIP AND OVERSIGHT  
AUTHORITY (MKSOA)**

**for the**

**STATE OF HAWAII, MAUNA KEA STEWARDSHIP & OVERSIGHT  
AUTHORITY (MKSOA)  
Hilo, HI**

**April 18, 2025**

## NOTICE TO OFFERORS

### RFP Availability

A copy of the Request for Proposal (RFP) for the Consulting Services to Develop a Management Plan for the Newly Established Mauna Kea Stewardship and Oversight Authority (MKSOA) is available on the website: [www.rcuh.com](http://www.rcuh.com).

### Questions About the RFP

All questions about the RFP must be directed to Lloyd Unebasami at [lloyd.i.unebasami@hawaii.gov](mailto:lloyd.i.unebasami@hawaii.gov). Closing Date for Receipt of Offeror Questions is 4:30 PM (Hawaii Standard Time), April 30, 2025.

### Closing Date for Receipt of Proposals

Completed proposals must be received no later than 4:30 PM (Hawaii Standard Time), May 23, 2025, at the address listed in Section 1.10 of this RFP. Mailed or hand delivered submissions will be accepted, but regardless of the submittal method, it is the Offeror's responsibility to ensure confirmation of proposal receipt prior to the Closing Date for Receipt of Proposals. Proposals received after the time and date fixed for submittal will not be considered.

This RFP is issued by The Research Corporation of the University of Hawaii (RCUH).

Research Corporation of the University of Hawaii  
1601 East-West Road, Burns Hall 4<sup>th</sup> Floor  
Honolulu, HI 96848

# TABLE OF CONTENTS

## NOTICE TO OFFERORS

SECTION 1 -- ADMINISTRATIVE OVERVIEW.....	5
SECTION 2 - INTRODUCTION.....	10
SECTION 2.1 -- INTRODUCTION	10
SECTION 2.2 -- JURISDICTION	11
SECTION 2.3 -- PRE-PROPOSAL CONFERENCE	11
SECTION 3 – BACKGROUND.....	10
SECTION 3.1 -- LEASE INCEPTION (1968)	12
SECTION 3.2 -- CENTER FOR MAUNA KEA STEWARDSHIP (2020)	13
SECTION 3.3 -- ENABLING LEGISLATION	14
SECTION 3.4 -- ACT 255 IMPLEMENTATION	15
SECTION 3.5 -- STRATEGIC FRAMEWORK	16
SECTION 4 – STATEMENT OF WORK.....	17
SECTION 5 – PROPOSAL FORMAT AND CONTENT REQUIREMENTS.....	2017
SECTION 6 – EVALUATION CRITERIA.....	25
Attachment A. Notice of Intent to Submit a Proposal.....	28
Attachment B. General Conditions for Services Agreements.....	29
Attachment C. Special Conditions for Services Agreements.....	36
Attachment D. Standards of Conduct Declaration.....	37
Attachment E. Insurance Requirements.....	39

IT IS THE RESPONSIBILITY OF ALL OFFERORS TO CHECK THE TABLE OF CONTENTS TO CONFIRM THAT ALL PAGES LISTED THEREIN ARE CONTAINED IN THEIR RFP PACKAGE.

This RFP contains 40 pages.

## SECTION 1 -- ADMINISTRATIVE OVERVIEW

### 1.1 INTRODUCTION

This is a Request for Proposals (RFP) issued by the Research Corporation of the University of Hawaii (RCUH), on behalf of and for the benefit of the State of Hawaii, Mauna Kea Stewardship and Oversight Authority (MKSOA), to solicit proposals from Offerors who wish to be considered. The contract will be issued and administered as an Agreement for Services with the RCUH.

### 1.2 SCHEDULE OF KEY DATES

The schedule of key dates set forth herein represents the RCUH's best estimate of the schedule that will be followed. Any of the dates listed below may be changed at any time at the sole discretion of the RCUH Procurement Officer or Delegated Procurement Officer.

Date of Notice (RFP Issued): .....April 18, 2025  
Date of Pre-proposal Conference: .....April 23, 2025 at 1:30 p.m. (HST)  
Closing Date for Receipt of Offeror's Attachment A  
(Notice of Intent to Submit a Proposal): .....April 30, 2025 at 4:30 p.m. (HST)  
Closing Date for Receipt of Offeror Questions: .....April 30, 2025 at 4:30 p.m. (HST)  
Closing Date for Posting Responses to Questions: .....May 5, 2025 at 4:30 p.m. (HST)  
Closing Date for Receipt of Proposals: .....May 23, 2025 at 4:30 p.m. (HST)  
Proposal Review Period: .....May 30, 2025  
Date of Contractor Selection and Award: .....June 11, 2025  
Services Start Date (Tentative): .....June 30, 2025

### 1.3 RFP AMENDMENTS

The RCUH reserves the right to amend the RFP at any time prior to the Closing Date for Receipt of Proposals. All RFP amendments will be posted on the following website, <http://www.rcuh.com>. **Offerors are solely responsible to check this website for any modifications to the RFP. The RCUH reserves the right to cancel this RFP at any time for any reason at no cost to the RCUH.**

### 1.4 QUESTIONS BY OFFERORS AND POTENTIAL OFFERORS TO RCUH

All questions by Offerors or potential Offerors should be submitted in writing via email to Lloyd Unebasami at [lloyd.i.unebasami@hawaii.gov](mailto:lloyd.i.unebasami@hawaii.gov). RCUH reserves the right to only respond to questions regarding proposal requirements, contents, and details, that are received by 4:30 PM, HST April 30, 2025. All received questions and responses will be posted by 4:30 PM HST May 5, 2025 on the RCUH website, <http://www.rcuh.com>.

The website referred to in the preceding paragraph will be non-secured (open and accessible to anyone to view). Since all questions and responses will be posted and accessible to the public,

no proprietary information or questions regarding proprietary information or material should be communicated by an Offeror to the website identified above.

## **1.5 QUESTIONS BY RCUH TO OFFERORS**

The Offeror is responsible for ensuring the correctness and readability of its proposal. However, the RCUH reserves the right to seek clarifications during the Proposal Review Period. Content for which a clarification may be requested includes obvious mislabeling of figures or tables, illegible text (such as may occur in a figure label being reduced to too small a font size), or an obvious clerical mistake (e.g., a misplaced decimal point or obvious mistake in designation of a unit such as feet instead of meters). The authority to permit correction of proposals is limited to proposals that, as submitted, are responsive to the RFP and may not be used to permit correction of proposals to make them responsive.

## **1.6 CLARIFICATION OF THE RFP**

An Offeror shall carefully review this RFP for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable matter shall be promptly submitted to the RCUH prior to the Closing Date for Receipt of Offeror Questions. This shall allow issuance of any necessary amendments to the RFP. The Offeror hereby acknowledges, agrees, and waives any claim arising from any knowledge of any defect in this RFP acquired prior to the Closing Date for Receipt of Offeror Questions and failing to inform the RCUH prior to said deadline. The Offeror further acknowledges and agrees that: (1) the RCUH reserves the right to waive any technical irregularity not affecting an unbiased and objective evaluation of all proposals; (2) such waiver will be in the best interest of the RCUH; and (3) the Offeror hereby waives any claim against the RCUH arising from such technical irregularity.

## **1.7 TAX CLEARANCE FOR PROPOSALS**

A tax clearance from the Hawaii Department of Taxation and the U.S. Internal Revenue Service is not required for submission of a proposal. However, in accordance with Section 103-53 of the Hawaii Revised Statutes, the selected contractor shall submit a valid tax clearance from the Hawaii Department of Taxation and the U.S. Internal Revenue Service prior to execution of the Agreement for Services. A Certificate of Vendor Compliance that reflects a “Compliant” status from Hawaii Compliance Express (HCE), <https://vendors.ehawaii.gov/hce/splash/welcome.html> is acceptable in satisfying the tax clearance requirement. Governmental agencies in the U.S. (i.e., city, county, state, federal) and any foreign governmental agencies are excepted from the tax clearance requirement.

Due to the fact that the proposal review and contract award period may be tightly scheduled, it is highly recommended that Contractors submitting proposals apply for tax clearance upon submission of the proposal in order to meet key dates.

## **1.8 PREPARATION COSTS**

Any costs incurred by Offerors in preparing or submitting a proposal shall be the sole responsibility of the Offeror.

## **1.9 PROPRIETARY INFORMATION**

The Offeror should clearly identify any proprietary information in the Offeror's submitted proposal. Upon final execution of an Agreement for Services, all non-proprietary information in an Offeror's proposal may be made available by the RCUH for public inspection upon request. Accordingly, material designated as confidential should be readily separable from the proposal in order to facilitate inspection of the nonconfidential portion of the proposal.

## **1.10 SUBMISSION OF PROPOSALS**

Offerors may submit proposals by mail or hand delivery. Please include the original and 6 copies. It is the responsibility of the Offeror to confirm that the RCUH has received its proposal prior to the Closing Date for Receipt of Proposals. Proposals may be modified by an Offeror prior to the Closing Date for Receipt of Proposals.

Submit proposal by mail or hand delivery to:

Imiloa Astronomy Center of Hawaii  
600 Imiloa Place  
Hilo, Hawaii 96720  
Attention: Puaena Ahn

## **1.11 CERTIFICATION OF PROPOSAL**

By submitting a proposal, the Offeror certifies that the proposal submitted to the RCUH is in accordance with any required authorization by the governing body of the Offeror's organization. The Offeror further certifies that the information and responses contained in the proposal are true, accurate, and complete, and that the RCUH may justifiably rely upon said information for purposes of evaluation and contracting with the Offeror. If it is later discovered that any information provided in the Offeror's proposal is false, it will result in the Offeror's elimination from consideration.

## **1.12 PROPOSAL WITHDRAWAL**

An Offeror may withdraw its proposal by submitting a written request to the RCUH any time prior to the Closing Date for Receipt of Proposals.

## **1.13 RFP SUBMITTALS BECOME THE PROPERTY OF RCUH**

All proposals and other material submitted shall become the property of the RCUH, and may be returned at the sole discretion of the RCUH.

## **1.14 OPENING OF PROPOSALS**

Proposals will be opened after 4:30 P.M. Hawaii Standard Time, on May 23, 2025, or as amended at the office to which the proposals are submitted. The proposal opening will not be open to the public. Proposals will not be subject to public inspection until after an Agreement for Services is signed by all parties, but in no case will proprietary information or proprietary material designated as such and

submitted by an Offeror as part of an Offeror's proposal, be available for public inspection.

### **1.15 DISQUALIFICATION OF PROPOSALS**

The RCUH reserves the right to consider as acceptable only those proposals submitted in accordance with all the requirements set forth in this RFP, and which demonstrate an understanding of the scope of work. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP, or that reserves the right to accept or reject award or the right to enter into a contract pursuant to an award, may be disqualified without further notice, at the discretion of the RCUH.

An Offeror shall be disqualified and its proposal automatically rejected for any one or more of the following reasons:

- The proposal shows any noncompliance with applicable law.
- The proposal is incomplete or irregular in such a way as to make the proposal indefinite or ambiguous as to its meaning.
- The Offeror is debarred or suspended. Entities that are currently debarred or suspended from federal procurement transactions are listed in the Excluded Parties Listing System. A search can be performed at <https://www.sam.gov/SAM/> to determine whether an entity has an active exclusion.

### **1.16 REFERENCES**

The Offeror must disclose all contracts for similar services for the last 10 years, and these will serve as potential references to be contacted by the RCUH as part of the evaluation of the Offeror's proposal. Points of contact and contact information should be indicated for each contract listed.

The RCUH reserves the right to contact the references named in the Offeror's proposal and any other references provided by the Offeror during the past 10 years. The results of discussions with the references will be used to score the proposal, as described in Section 6.3 of this RFP.

### **1.17 SELECTION ON INITIAL PROPOSALS**

The RCUH may select a Contractor on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Offeror's best terms.

### **1.18 BASIS FOR SELECTION**

Based on the evaluation process discussed in Section 6 of this RFP, the highest ranked responsible and responsive Offeror will be selected.

## **1.19 PROCESS FOR NEGOTIATIONS**

The RCUH will attempt to negotiate with the selected Offeror a mutually acceptable Agreement for Services. If this cannot be accomplished within 21 calendar days after initial Selection, the RCUH reserves the right to terminate contract negotiations with the first-ranked Offeror, and may select the second-ranked Offeror for negotiation of a potential award. This process may continue in order of Offeror ranking until a mutually acceptable Agreement for Services is achieved with the RCUH and an award is made to a selected Offeror.

## **1.20 AVAILABILITY OF FUNDS**

Offerors are advised that entering into an Agreement for Services is contingent upon availability of funds. If funds are not available, the RCUH reserves the right not to enter into an agreement.

## **1.21 NOTICE TO PROCEED**

The RCUH shall not be responsible for work done, even in good faith, prior to the RCUH's execution of an Agreement for Services unless specific provisions are made in the Agreement for Services.

## **1.22 CHANGES TO CONTRACTOR'S FEE**

It is recognized that financial audit disallowances and other changes may require adjustments in the compensation due to the Contractor. In the event that future actions would either disallow or minimize the payments already made to the Contractor, the Contractor shall assist the RCUH in defending the correctness of the claim for reimbursement. If the disallowance or adjustment is upheld, then the Contractor will repay RCUH to the extent the amount of the disallowance or adjustment was included in the total fee received by the Contractor. Payment to the RCUH shall be made within THIRTY (30) calendar days from which official notice is received by the Contractor from the RCUH.

## **1.23 PROCUREMENT OFFICER**

This RFP is issued by the Research Corporation of the University of Hawaii, on behalf of and for the benefit of the State of Hawaii, MKSOA. The Delegated Procurement Officer responsible for overseeing the RFP process and Agreement for Services is John DeFries, MKSOA Executive Director, [john.defries@hawaii.gov](mailto:john.defries@hawaii.gov).

## SECTION 2 –INTRODUCTION

### 2.1 INTRODUCTION

The summit region of Mauna Kea is a spiritual and special place of significance that is home to cultural landscapes, fragile habitats, and historical and archaeological artifacts. Due to its topographical prominence, Mauna Kea is also a highly valued site for astronomical study, which produces many significant discoveries that contribute to humanity's study and understanding of the universe.

The Mauna Kea Stewardship and Oversight Authority (MKSOA) was created under Act 255, Session Laws of Hawai‘i 2022 to bring about a more harmonious coexistence of uses atop the mountain, protect Mauna Kea for future generations and manage lands contained therein for the purpose of fostering a mutual stewardship paradigm in which the ecology, the environment, natural resources, cultural practices, education, and science are in balance and synergy.

The MKSOA has a transition period of five (5) years that began July 1, 2023 to launch operations, adopt an Aspirational Statement, develop a Management Plan and establish the means to fulfill its duties. Consequently, the MKSOA is seeking a qualified firm to assist the Authority in developing a Management Plan that enables alignment of land-use and other decisions in a manner that is consistent and complies with the requirements in Act 255, Session Laws of Hawai‘i 2022.

Relevant guidance provided by the Legislature regarding this Management Plan includes:

- Be finalized, approved and operational by the end of the transition period and updated at least every ten years with a focus on long-term, comprehensive, and coordinated planning for all of the Mauna Kea lands;
- Engage in community dialogue, outreach, engagement, and consultation processes, as appropriate, on significant matters;
- Incorporate indigenous management and cultural processes and values, as well as provide oversight and protect traditional and customary Native Hawaiian rights, as set forth in the Hawai‘i State Constitution, and not unduly burden individuals exercising these rights;
- Establish a framework for astronomy-related development on Mauna Kea that may include: limitations on the number of observatories, astronomy-related facilities, or facility footprint; prioritization of decommissioning of existing facilities, reuse of those sites and authorization for use of undeveloped lands; as well as principles to guide site restoration;
- Study and recommend whether a reserve should be established that specifically preserves Mauna Kea lands for natural, ecological, archaeological, and historical preservation; cultural practice; rehabilitation, revegetation, and habitat restoration; and educational purposes;
- Consider the State’s energy and sustainability goals, as well as impacts to climate change, including adapting to climate change and developing mitigation measures to climate change; and
- Prepare for and establish the framework, criteria, and procedures for any leases and

permits, including adopting a process that provides and ensures transparency, analysis, and justification for lease terms of its land and monetary consideration that is equitable, feasible, and financially sustainable.

## **2.2 JURISDICTION**

The MKSOA's jurisdiction encompasses lands generally above the 9200 foot elevation that are demised by two (2) General Leases No. S-5529 and No. S-4191; Grant of Easement No. 4697; nine (9) subleases under General Lease No. S-4191 with Canada-France-Hawaii Telescope, Caltech Submillimeter Observatory, Gemini North, Subaru Telescope, Smithsonian Submillimeter Array, Thirty Meter Telescope, NASA Infrared Telescope Facility, Very Long Baselines Array, and W.M. Keck Observatory; and eighteen (18) Conservation District Use Permits all granted to the University of Hawaii by the Hawaii State Board of Land and Natural Resources.

## **2.3 PRE-PROPOSAL CONFERENCE**

The purpose of the pre-proposal conference is to provide Offerors an opportunity to be briefed on this Request for Proposal (RFP) and to ask any questions about this RFP. Attendance at the pre-proposal conference is not mandatory; however, Offerors are encouraged to attend to gain a better understanding of the requirements of this RFP.

Offerors are advised that anything discussed at the pre-proposal conference does not change any part of this RFP. All changes and/or clarifications to this RFP shall be done in the form of an amendment.

The pre-proposal conference will be held in person as follows:

Date: April 23, 2025  
Time: 1:30 p.m. (HST)  
Location: Department of Land and Natural Resources Board Room  
Kalanimoku Building  
1151 Punchbowl Street #132  
Honolulu, Hawaii 96813

## SECTION 3 – BACKGROUND

### 3.1 LEASE INCEPTION (1968)

On June 21, 1968, the State through the Department of Land and Natural Resources executed a sixty-five (65) year lease with the University of Hawai‘i (lessee) to allow the University to rent a certain parcel of land that is situated at Ka‘ohe, Hāmākua, County and island of Hawai‘i. The lease permitted the University to use the land for a "scientific complex, including without limitation thereof an observatory, and as a scientific reserve being more specifically a buffer zone to prevent the intrusion of activities inimical to said scientific complex and certain types of electric or electronic installation on the demised lands, but shall not be limited to the foregoing."

"The University has the right by the lease to construct and erect buildings, structures and other improvements upon the demised premises; provided that plans for construction and plot plans of improvements shall be submitted to the Chairman of the Board of Land and Natural Resources for review and approval prior to construction." In addition to other requirements, the University shall "keep the demised premises and improvements in a clean, sanitary and orderly condition." Furthermore, the University was to "not make, permit or suffer, any waste, strip, spoil, nuisance or unlawful, improper or offensive use of the demised premises." In 1969, the University established the Institute for Astronomy and had developed telescopes on the Summit that are covered by this lease agreement.

During the 1997 Hawai‘i Legislative Session, Senate Concurrent Resolution No. 109 was adopted that requested the State Auditor to conduct an audit of the management of Mauna Kea and the Mauna Kea Science Reserve operated and managed by the University of Hawai‘i. The State Auditor's Report No. 98-6 dated February 1998 was issued as required by the concurrent resolution. In this performance audit report, the Auditor found in part "that the University of Hawai‘i's management of the Mauna Kea Science Reserve is inadequate to ensure the protection of natural resources. The University focused primarily on the development of Mauna Kea and tied the benefits gained to its research program. Controls were outlined in the management plans that were often late and weakly implemented. The University's control over public access was weak and its efforts to protect natural resources were piecemeal. The University neglected historic preservation, and the cultural value of Mauna Kea was largely unrecognized. Efforts to gather information on the Wēkiu bug came after damage had already been done. Trash from construction was cleaned up only after concerns were raised by the public. Old testing equipment constructed in the early years of development has not been removed as required by the lease agreement."

The State Auditor conducted a follow up audit to the Report No. 98-6 as requested by the State Legislature and issued its Report No. 05-13 dated December 2005. According to the report, "in June 2000, the University adopted the Mauna Kea Science Reserve Master Plan. The master plan addressed most of the findings in the Report No. 98-6, however, the University still faces several management challenges, such as the lack of administrative rule-making authority and weak permit monitoring."

Under the general lease, the University is responsible for the protection of cultural and natural resources within its jurisdiction but currently does not provide protection due to its lack of

authority to establish or enforce administrative rules for the science reserve. The University also does not appear to systematically monitor its tenant observatories for compliance with conservation district use permit requirements and was recently fined \$20,000 for violations in May 2004. Management plans for the science reserve also need to be updated to reflect its current use and management, and to provide increased transparency and accountability of the University.

The State Auditor conducted a follow up on the recommendations in the Report No. 05-13, and issued its findings in its Report No. 14-07, dated August 2014. In this report, the State Auditor found that the University did not adopt administrative rules even though the State Legislature in 2009 granted the University the authority to adopt and enforce rules governing public and commercial activities, such as access to sensitive resource areas, recreational activities, and commercial tour activities.

The Auditor reported that "until the UH adopts rules, it cannot enforce controls for managing public access nor implement certain actions called for in its management plans, thus hampering its ability to fulfill its responsibility to protect the mountain's resources and ensure public health and safety on the mountain." The Auditor found that "in the absence of rules, the UH has relied on unauthorized permits and informal agreements to manage and assess fees on commercial tour activities, which totaled nearly \$2 million between FY2009 and FY2013."

As a follow up to the Report No. 14-07, the State Auditor issued Report No. 17-06 dated July 2017 which was limited in scope to determining whether the University implemented the eight (8) recommendations in Report No. 14-07. The State Auditor found that the four (4) were partially implemented, three (3) were not implemented of which 1 was being disputed by the University, and the final recommendation was not applicable due to the voiding of the TMT observatory permit.

### **3.2 CENTER FOR MAUNA KEA STEWARDSHIP (2020)**

The University has continued to make improvements since the State Auditor's July 2017 report, such as (among other things) the establishment of the Center for Maunakea Stewardship in August 2020 that is responsible for the day-to-day management of the Maunakea Science Reserve as required by the Mauna Kea Science Reserve Master Plan prepared by Group 70 International, Inc. for the University of Hawai'i. In this plan, it was recommended that "a new management structure with a single point of contact located on the Island of Hawai'i" be established. "This organization would be an operational unit within the administrative purview of the Office of the Chancellor at UH Hilo. The organization would have a director, administrative staff, rangers and maintenance personnel. Additionally, it would serve as the nerve center for volunteers and organizations affiliated with Mauna Kea. This single point of contact, given comprehensive management authority located in Hilo and on the mountain, would integrate management responsibilities to protect the sustainability of Mauna Kea's resources. It would coordinate interagency issues and be a conduit to the community. The continuous presence of rangers on the mountain is expected to vastly improve stewardship of Mauna Kea. Being an operational unit of UH Hilo emphasizes the permanence of the organization and the University's commitment to its operations."

### 3.3 ENABLING LEGISLATION

In recent years, the State Legislature has recognized that "Mauna Kea has come to symbolize a rigid dichotomy between culture and science, often leading to polarization between stakeholders on Mauna Kea and local communities. This is a dynamic that plays out over many issues in many places. The critical significance of Mauna Kea for both culture and science offers an urgent and unique opportunity to surmount the dichotomy and develop new ways to mutually steward Mauna Kea. Therefore, reformation of the stewardship of Mauna Kea is an issue of the highest priority in the State."

"To commence the resolution of these issues to protect Mauna Kea and bring about a more harmonious coexistence of uses atop the mountain, the legislature has established the Mauna Kea stewardship and oversight authority and the governance structure contained in this chapter to protect Mauna Kea for future generations and manage the lands contained therein for the purpose of fostering a mutual stewardship paradigm in which ecology, the environment, natural resources, cultural practices, education, and science are in balance and synergy."

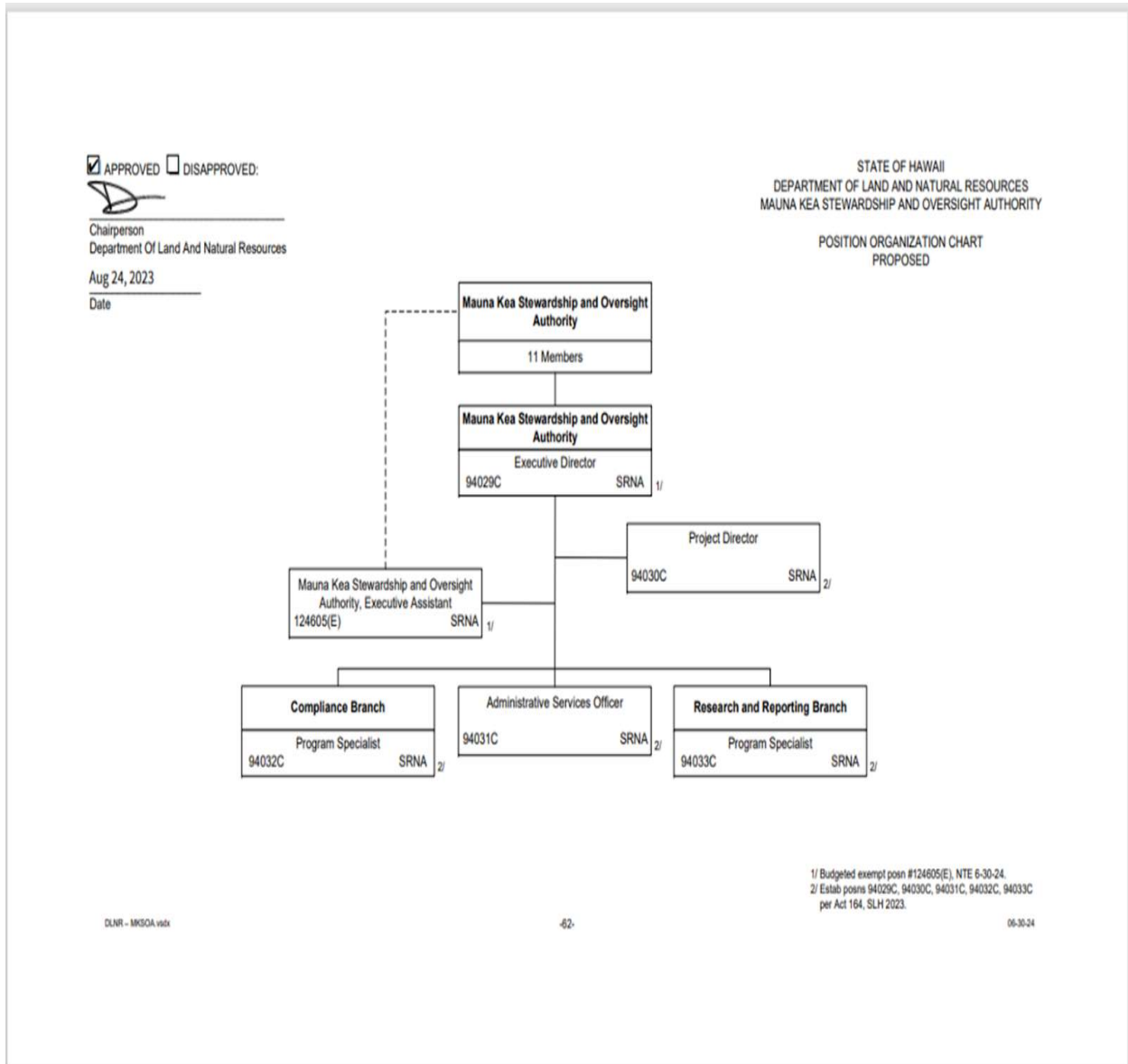
Hence, the Mauna Kea Stewardship and Oversight Authority (MKSOA) was established by Act 255, Session Laws of Hawai‘i 2022 and is administratively attached to the Department of Land and Natural Resources, provided that Section 26-35 of the Hawai‘i Revised Statutes (HRS) shall not apply to the MKSOA. The MKSOA is directed by a twelve (12) member board, all of whom were confirmed by the Senate in accordance with Section 26-34, HRS. Eleven (11) have voting rights and the Chancellor of the University of Hawai‘i at Hilo serving as an ex officio nonvoting member.

"The legislature also recognizes that the enactment of this chapter is a pivot point that will require a transition, during which many principles and details will yet need to be ascertained. It is expected that amendments and additions will need to be made in future legislative sessions to ensure a mutually beneficial balance is always maintained for Mauna Kea and the people of Hawai‘i."

The MKSOA shall jointly manage the Mauna Kea lands with the University of Hawai‘i for a five (5) year transition period that began on July 1, 2023. The Center for Maunakea Stewardship (CMS) shall carry out the day-to-day operations for the transition period. CMS has sixty-three (63) positions that support the operations on Mauna Kea, including an Executive Director, Director of Stewardship Programs, Maunakea Shared Services General Manager, Food & Lodging Manager, Visitor Information Station Manager, Utilities Manager, Administrative Manager, MK Weather Service Manager, Communications Network Manager, Natural and Cultural Resources Managers, Lead Ranger, and their staff. Six (6) positions are funded by the University of Hawai‘i and fifty-seven (57) are funded by the Research Corporation of the University of Hawai‘i (administratively attached to the University).

### 3.4 ACT 255 IMPLEMENTATION

To date, the State Legislature has authorized six (6) authorized positions for MKSOA, including an Executive Director, Project Director, Administrative Services Officer, two (2) Program Specialists (one for Compliance and the other for Research and Reporting), and an Executive Assistant that supports the Authority Board. These positions were filled to enable the organization to meet basic operational needs during the transition period.



Once the transition period has expired, the MKSOA will assume full responsibility for the control and management of the Mauna Kea lands. After this transition period, all powers and duties of the Board of Land and Natural Resources pursuant to Chapter 171, HRS, and the Land Use

Commission pursuant to Chapter 205, HRS, with regards to permits, dispositions, land use approvals and any other approvals related to the Mauna Kea lands will transfer to the MKSOA. To ensure access to a broad range of subject matter expertise, the MKSOA shall establish advisory groups to advise the MKSOA in managing the Mauna Kea lands. They also have Act 255, SLH 2022 reporting requirements, the ability to limit commercial use and activities on the Mauna Kea lands, leasing requirements and other responsibilities.

To align operations and decisions with the intentions and requirements in Act 255, Session Laws of Hawaii 2022, the MKSOA is developing two inter-connected documents: a Strategic Framework and a Governance Framework.

### **3.5 STRATEGIC FRAMEWORK**

MKSOA Board is presently working on a strategic framework and an aspirational statement which will be issued to all Offerors upon approval by the full Board.

## SECTION 4 – STATEMENT OF WORK

### 4.1 STATEMENT OF WORK

Work with the MKSOA to develop a five (5) to ten (10) year Management and Strategic Plan; review the requirements and ensure that all requirements in Act 255, SLH 2022 are addressed in the management plan to protect and properly manage the Mauna Kea lands that are under the "State lease" defined in Section 195H-2, Hawaii Revised Statutes (hereinafter referred to the Mauna Kea lands).

The Management and Strategic Plan for the Mauna Kea lands shall include, but not be limited to the requirements that:

- Governs:
  - Land uses
  - Human activities
  - Access
  - Permitted uses for frequent and seasonal users.
  - Stewardship
  - Education
  - Research
  - Growth and Development
  - Disposition
  - Overall Authority operations
- Considers the State's energy and sustainability goals, as well as impacts to climate change, including adapting to climate change and developing mitigation measures to climate change;
- Prepares for, establishes, amends, and recommends (including possible termination of leases and/or subleases) the framework, criteria, and procedures for leases and permits, including two (2) General Leases No. S-5529 and No. S-4191; Grant of Easement No. 4697; nine (9) subleases under General Lease No. S-4191 with Canada-France-Hawaii Telescope, Caltech Submillimeter Observatory, Gemini North, Subaru Telescope, Smithsonian Submillimeter Array, Thirty Meter Telescope, NASA Infrared Telescope Facility, Very Long Bases Array, and W.M. Keck Observatory; and eighteen (18) Conservation District Use Permits all granted to the University of Hawaii by the Hawaii State Board of Land and Natural Resources;
- Incorporates indigenous management and cultural processes and values;
- In consultation with MKSOA, create an aspirational statement to acknowledge and contextualize unresolved social justice issues that underpin the conservation, preservation, and public use of the Mauna Kea lands;

- Establishes a framework for astronomy related and other science-based development on the Mauna Kea lands that may include:
  - Limitations on the number of observatories and astronomy-related facilities, or an astronomy facility footprint limitation;
  - Prioritizing the reuse of footprints of observatories that are scheduled for decommissioning, or have been decommissioned, as sites for facilities or improvements over the use of undeveloped lands for such purposes; and
  - A set of principles for returning the lands used for astronomy research to their natural state whenever observatories are decommissioned or no longer have research or educational value.

Work with the MKSOA to develop:

- 1) A Strategic Framework that provides a logic model for making decisions that foster a mutual stewardship paradigm in which ecology, the environment, natural resources, cultural practices, education, and science are in balance and synergy, establishes an efficient and effective government organization that fulfills the requirements of Act 255, Session Laws of Hawaii 2022;
- 2) A Management Plan that creates the structure, initiatives and plans for long-term implementation of strategic goals;
- 3) A Strategic Plan that establishes the vision, mission, goals, objectives, new or amended laws, administrative rules, best practice policies and procedures, and other requirements;
- 4) A Transition Guide that provides guidance and direction through the 5-year transition period (that began on July 1, 2023) during which responsibility for managing, protecting, and preserving the Mauna Kea lands are reassigned between government agencies according to state law.

Review and evaluate the University of Hawaii's current Comprehensive Management Plan as to its fulfillment of the requirements in Act 255, SLH 2022 and provide recommendations of changes needed to comply with this law as MKSOA is to jointly manage the Mauna Kea lands with the University of Hawaii during the 5-year transition period.

Propose strategies that provide for the mutual stewardship paradigm in which ecology, the environment, natural resources, cultural practices, education, and science are in balance and synergy; and recommendations for statutory amendments, administrative rules, and best practice operating policies and procedures.

Provide weekly, monthly and quarterly status reports which shall: relate progress in accomplishing the approved scope and schedule of work; explain variances from plan; and submit justification for any plan adjustments that may be warranted.

The following is not a part of this RFP's scope of work, but may be included as an amendment to the service agreement, if mutually agreed by the parties: The development of an organizational structure that will support the success of the MKSOA in the management of Mauna Kea and to adopt a financial plan that strives for the financial sustainability of the MKSOA.

#### **4.2 TERM OF CONTRACT**

Work must be completed before the statutory deadlines with sufficient time for the MKSOA to review for completeness and formally act on it.

The contract shall be for an estimated period of one (1) year and four (4) months and is intended to begin approximately on June 30, 2025 and end on October 31, 2026. The contract may be extended with an amendment based on mutual agreement between RCUH and Contractor.

## **SECTION 5 – PROPOSAL FORMAT AND CONTENT REQUIREMENTS**

The summit region of Mauna Kea is a spiritual and special place of significance that is home to cultural landscapes, fragile habitats, and historical and archaeological artifacts. Due to its topographical prominence, Mauna Kea is also a highly valued site for astronomical study, which produces many significant discoveries that contribute to humanity's study and understanding of the universe.

The RCUH is seeking a qualified consultant to facilitate the MKSOA articulation of a Strategic Framework for aligning land-use decisions in a manner that is consistent and complies with the requirements in Act 255, Session Laws of Hawaii 2022.

### **5.1 REQUIRED FORMAT**

The proposal shall be organized in sections in the following order:

1. Executive Summary
2. Proposal
3. Schedule
4. Qualifications and Expertise
5. Price Proposal
6. Appendices

#### **5.1.1 EXECUTIVE SUMMARY**

Offeror shall submit an Executive Summary outlining the key elements of the proposal.

#### **5.1.2 PROPOSAL**

Describe the methods, approach, and format in which the deliverables will be gathered, presented, transmitted and implemented.

Illustrate and describe the ability to adhere to deadlines, attend scheduled meetings, and maintain communication to effectively implement the completion in the manner described in Section 4 – Statement of Work.

#### **5.1.3 SCHEDULE**

Provide list of deliverables and deliverable dates.

#### **5.1.4 QUALIFICATIONS AND EXPERTISE**

Offeror shall describe the firm's qualifications, experience and size. In addition, the Offeror shall

identify the team it will use to provide the goods/services. Biographical summaries of the key team members shall be included in the proposal (to be included with Appendix B, described below). Information about the firm and key team members should clearly demonstrate their expertise and deep understanding of the Hawaii Island community and the experiences to communicate effectively with the public, historical and current University of Hawaii Hilo plans for Manua Kea, an alignment of cultural science and the relationship with modern astronomy science, as well as a strong knowledge of Hawaiian culture.

The Offeror must review the requirements and ensure that all requirements in Act 255, SLH 2022 are addressed in the Management Plan; and work with the MKSOA to include, but is not limited to a five (5) – ten (10) Year Strategic Plan, new or amended laws, administrative rules, best practice policies and procedures, and other requirements identified in the scope of work. The Contractor will be responsible for all costs of providing required services as described in this RFP including all applicable federal, state, and local taxes.

### **5.1.5 PRICE PROPOSAL**

Provide a calendarization of activities and deliverables with associated costs and billing requirements.

### **5.1.6 APPENDICES**

Appendix A - Proposal Letter. The Proposal Letter shown in Appendix A shall be signed and dated by an individual authorized to legally bind the Offeror. Evidence shall be submitted showing the individual's authority to bind the Offeror.

Appendix B - Offeror's Profile. The Offeror's Profile form shown in Appendix B shall be completed in its entirety.

Appendix C - References. Using the form shown in Appendix C, the Offeror must disclose all contracts for similar services performed during the last 10 years. Points of contact and contact information should be indicated for each contract listed. These will serve as potential references to be contacted by the RCUH as part of the evaluation of the Offeror's proposal.

**Appendix A**

**PROPOSAL LETTER TO THE RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII**

We propose to provide services for the Research Corporation of the University of Hawaii, on behalf of and for the benefit of State of Hawaii, Mauna Kea Stewardship and Oversight Authority (MKSOA).

It is understood that this proposal constitutes an offer.

It is understood and agreed that we have read the Research Corporation of the University of Hawaii's specifications described in the RFP and this proposal is made in accordance with the provisions of such specifications. By signing this proposal, we guarantee and certify all items included in this proposal meet or exceed any and all such specifications, and agree to the terms and conditions in all of the documents described in Section 6.6 of the RFP, including Attachments.

If selected, we agree to deliver goods and services which meet or exceed the specifications.

Respectfully submitted,

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
If contract is awarded, the purchase order/payment should be made to

\_\_\_\_\_  
Federal EIN

\_\_\_\_\_  
Remittance Address

\_\_\_\_\_  
City, State, Zip Code

\*Attach to this page: Evidence of authority of the above officer to submit an offer on behalf of the company, giving also, the names and addresses of the other officers of the company.

**Appendix B**

**OFFEROR PROFILE**

*(All items must be provided to be considered)*

**Company Name** \_\_\_\_\_ **Type of Company** \_\_\_\_\_

**Address** \_\_\_\_\_ **Total # Full Time Employees** \_\_\_\_\_

\_\_\_\_\_ **Phone Number** \_\_\_\_\_

**Email** \_\_\_\_\_ **Federal ID #** \_\_\_\_\_

**Company Start Date** \_\_\_\_\_ **State ID #** \_\_\_\_\_

**Project Manager / Principal Contact (Attach Bio)** \_\_\_\_\_

**Assigned Employees (Attach Bios)** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**(Attach Additional Listings)**

\_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Position/Title** \_\_\_\_\_

**\*Attach to this page: Resumes for all project team members.**

**Appendix C**

**REFERENCES**

Name of Firm \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Contact Name \_\_\_\_\_ Position \_\_\_\_\_

Telephone Number \_\_\_\_\_ Email Address \_\_\_\_\_

Dates of Services \_\_\_\_\_

Description of Services Provided:

## **SECTION 6 – EVALUATION CRITERIA**

### **6.1 EVALUATION OF OFFEROR PROPOSALS**

All responsive proposals received by the Closing Date for Receipt of Proposals of 4:30 PM Hawaii Standard Time, May 23, 2025, will be evaluated and scored.

### **6.2 EVALUATION COMMITTEE**

A committee, comprised of at least three (3) representatives, will evaluate and score each proposal submitted after review of all proposals. The committee will submit its evaluations to the Delegated Procurement Officer, who may also be a representative on the committee. The Delegated Procurement Officer will review the RFP and the evaluations before the selection of a Contractor. The firm with the highest score according to the criteria shown in this section shall be awarded the contract.

### **6.3 CRITERIA FOR PROPOSAL EVALUATION AND SCORING METHOD**

Evaluation criteria and the associated points are listed below. The award will be made to the responsible and responsive Offeror whose proposal is determined to be the most advantageous to RCUH based on the evaluation criteria listed in this section.

**The total number of points used to score this contract is 100.**

The scoring and subsequent ranking of each proposal will be based on a scoring method using weighted formulas for understanding of proper stewardship and cultural values and sensitivities, cost of services, project proposal, and sample projects. The total score for each proposal will be on a scale of 0 to 100 points. Four general categories will be used to evaluate the proposals:

<u>Category</u>	<u>Maximum Number of Points per</u>
Stewardship Understanding	40
Cost of Services	20
Project Proposal	20
Sample Projects/Referrals/ Reference	20
<b>TOTAL</b>	<b>100</b>

#### **(40) Stewardship Understanding**

Good understanding of the proper stewardship of and cultural values and sensitivities to protect and preserve the Mauna Kea lands, which include knowledge of the island of Hawaii and Mauna Kea, Hawaii culture, Hawaii cultural environment, Hawaiian World View. Offerors shall provide support of their knowledge and experience in the previous sentence, including a narrative on what the "Hawaiian World View" means to them. Previous experience, capability and proficiency in developing master, strategic, transition, management, and/or financial plans; developing the

framework and tasks to build an effective and efficient organization structure with sufficient resources; developing laws, administrative rules, policies and procedures, and operating budgets; and addressing complex issues and relationships.

- a) Description of how leadership and the team members will be working and coordinating with each other to accomplish the requirements in this RFP in a timely manner.
- b) Number of years in the business and number of years performing services specified in this RFP.

## **(20) Cost of Services**

A pricing formula shall be used to allot points based on the Offeror's price and the price of the lowest offeror.

## **(20) Project Proposal**

- a) Methodology
- b) Timeline
- c) Expected Results
- d) Possible Shortfalls

**(20) Sample projects/referrals/reference/client listings and/or examples of written plans, organizational charts, contacts, etc.**

## **6.4 BASIS FOR SELECTION AND AWARD OF AN AGREEMENT FOR SERVICES**

The RCUH will select and attempt to negotiate a mutually acceptable Agreement for Services with the first-ranked Offeror. If this cannot be accomplished within 21 calendar days after initial Selection, the RCUH reserves the right to terminate contract negotiations with the first-ranked Offeror, and may select the second-ranked Offeror for negotiation of a potential award. This process may continue in order of Offeror ranking until a mutually acceptable Agreement for Services is achieved with the RCUH and an award is made to a selected Offeror.

## **6.5 ORAL PRESENTATIONS**

[Reserved]

## **6.6 REQUIREMENTS FOR AN AGREEMENT FOR SERVICES WITH THE RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII**

The selected Offeror must submit the following documentation prior to execution of an Agreement for Services with the Research Corporation of the University of Hawaii:

1. Tax clearance from the Hawaii Department of Taxation and the U.S. Internal Revenue Service. *See* Section 1.7 of this RFP.
2. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters, if applicable.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, if applicable.

Acceptance of an Agreement for Services with the Research Corporation of the University of Hawaii requires acceptance of Attachment B – General Conditions for Services Agreements, Attachment C – Special Conditions for Services Agreements–Federal Provisions, if applicable, and Attachment D – Standards of Conduct Declaration. Necessary forms will be provided to the selected company.

**Attachment A. Notice of Intent to Submit a Proposal**  
(May be sent by email or fax.)

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

Email.: \_\_\_\_\_

- [ ] I acknowledge receipt of Request for Proposal No. \_\_\_\_\_ and my company intends to submit a proposal prior to the Closing Date for Receipt of Proposals. I acknowledge the requirements for a services agreement with the Research Corporation of the University of Hawaii, including submittal of a price proposal; State of Hawaii Department of Taxation and Internal Revenue Service tax clearances; Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters; Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions; Standards of Conduct Declaration; and acceptance of the General Conditions for Services Agreements and the Special Conditions for Services Agreements (Federal Provisions).
- [ ] I acknowledge receipt of Request for Proposal No. \_\_\_\_\_ but my company is not submitting a proposal.

Submitted by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

## **Attachment B. General Conditions for Services Agreements**

1. Coordination of Services by the State. RCUH, or RCUH's designee, shall coordinate the services to be provided by CONTRACTOR in order to complete the Project. CONTRACTOR shall maintain communications with RCUH or the RCUH designee, at all stages of CONTRACTOR's work, and submit to RCUH or the RCUH designee, for resolution, any questions which may arise regarding this Agreement, including but not limited to CONTRACTOR's performance of this Agreement.
2. Relationship of Parties; Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
  - a. In the performance of services required under this Agreement, CONTRACTOR shall be 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, RCUH shall have a general right to inspect work-in-progress to determine whether in RCUH's opinion, the services are being performed by CONTRACTOR in accordance with the provisions of this Agreement. It is understood that RCUH does not agree to use CONTRACTOR exclusively, and that CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with RCUH.
  - b. CONTRACTOR, and CONTRACTOR's employees and agents, shall not be considered agents or employees of RCUH for any purpose, and CONTRACTOR's employees and agents shall not be entitled to claim or receive from RCUH any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to RCUH employees.
  - c. CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of its performance under this Agreement. Furthermore, CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability (if such liability is determined to exist) to CONTRACTOR's employees and agents, and to any individual not a party to this Agreement, for all loss, damage, or injury caused by CONTRACTOR, or CONTRACTOR's employees or agents in the course of their employment.
  - d. CONTRACTOR shall be responsible for payment of all applicable federal, state and county taxes and fees which may become due and owing by 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. CONTRACTOR is further responsible for obtaining all licenses, permits, and certificates that may be required by reason of this Agreement, including but not limited to a general excise tax license from the Department of Taxation, State of Hawaii.
  - e. CONTRACTOR shall be responsible for securing any and all insurance coverage for CONTRACTOR and CONTRACTOR's employees and agents which is, or may be, required by law. CONTRACTOR shall further be responsible for payment of all premiums, costs and other liabilities associated with securing said insurance coverage.

3. Personnel Requirements.

- a. CONTRACTOR shall secure, at CONTRACTOR's own expense, all personnel required to perform the services required by this Agreement.
- b. CONTRACTOR shall ensure that CONTRACTOR's employees and agents are experienced and fully qualified to engage in the activities and services required under this Agreement, and that all applicable licensing and operating requirements imposed or required under federal, state and 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 CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state or county law.

5. Subcontracts and Assignments. CONTRACTOR shall not assign or subcontract any of CONTRACTOR's duties, obligations, or interests under this Agreement without the prior written consent of RCUH. Additionally, no assignment by CONTRACTOR of CONTRACTOR's right to compensation under this Agreement shall be effective unless and until the assignment is approved in writing by RCUH, and a tax clearance is submitted by the assignee. RCUH must also approve, in writing, all other assignment or subcontract agreements entered into by CONTRACTOR's assignees and subcontractors, prior to execution.

6. Conflict of Interest. CONTRACTOR represents that neither CONTRACTOR, nor any employee or agent of CONTRACTOR, presently has any interest (and promises that no such interest, direct or indirect, shall be acquired), which would or might conflict in any manner or degree with the performance of CONTRACTOR's services under this Agreement.

7. Modifications of Agreement. Any modification, alteration, amendment, change, or extension to any term, provision, or condition of this Agreement shall be made only by written amendment to this Agreement, signed by CONTRACTOR and RCUH. No modification, alteration, amendment, change or extension to any term, provision, or condition of this Agreement, signed by any persons, shall be binding on RCUH unless signed by an authorized official of RCUH.

8. Suspension of Agreement. RCUH reserves the right at any time and for any reason to suspend all or any part of the performance required by this Agreement for any reasonable period, upon written notice to CONTRACTOR. Upon receipt of said notice, CONTRACTOR shall immediately comply with said notice and suspend all such work under this Agreement at the time stated.

9. Termination of Agreement for Default.

- a. If CONTRACTOR breaches this Agreement by failing to satisfactorily fulfill in a timely or proper manner CONTRACTOR's obligations under this Agreement, or failing to perform any of the promises, terms, or conditions of this Agreement, RCUH shall have the right to terminate this Agreement in whole or in part, by giving written notice to CONTRACTOR at least seven (7) calendar days (or any longer time as specified by RCUH in writing) before the effective date of termination. The notice shall provide CONTRACTOR with an opportunity to cure its default or take satisfactory corrective action within the seven (7) days (or other longer time as specified by RCUH). In the case of a partial termination, CONTRACTOR shall continue performance of this Agreement to the extent it is not terminated.
- b. CONTRACTOR shall, within four (4) weeks of the effective date of such termination (or within four (4) weeks of the scheduled expiration of the time of performance specified in this Agreement, whichever is earlier), compile and submit in an orderly manner to RCUH an accounting of the work performed up to the effective date of termination or expiration. In such event, CONTRACTOR shall be paid for the actual cost of the services rendered, but in no event more than the total compensation payable to CONTRACTOR under this Agreement.
- c. As of the date of termination provided in the notice, CONTRACTOR shall incur no further obligations in connection with the terminated performance, and CONTRACTOR shall stop performance to the extent specified. CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance, subject to RCUH's approval. RCUH may choose to direct CONTRACTOR to assign CONTRACTOR's right, title, and interest under terminated orders or subcontracts to RCUH.
- d. CONTRACTOR shall not be relieved of liability to RCUH for damages sustained because of any breach by CONTRACTOR of this Agreement, including but not limited to RCUH's procurement of similar goods and services in a manner and upon terms deemed appropriate by RCUH. In such an event, RCUH may retain any amounts which may be due and owing to CONTRACTOR until such time as the exact amount of damages due to RCUH from CONTRACTOR has been determined. RCUH may also set off any damages so determined against the amounts retained.
- e. Upon termination of this Agreement (or upon the scheduled expiration of the time of performance specified in this Agreement, whichever is earlier), all finished and unfinished material prepared by CONTRACTOR shall, at RCUH's option, become RCUH's property and, together with all material, if any, provided to CONTRACTOR by RCUH, shall be delivered and surrendered to RCUH on or before the expiration date or date of termination. For purposes of this Agreement, "material" includes but is not limited to any information, data, reports, summaries, tables, maps, charts, photographs, films, graphs, studies, recommendations, program concepts, titles, scripts, working papers, files, models, audiotapes, videotapes, computer tapes, cassettes, diskettes, documents, and records developed, prepared, or conceived by CONTRACTOR in connection with this Agreement, or furnished to CONTRACTOR by RCUH. Additionally, CONTRACTOR shall take timely, reasonable, and necessary action to protect and preserve property and materials in the possession of CONTRACTOR, in which RCUH has an interest.

10. Termination of Agreement for Convenience.

- a. RCUH may terminate this Agreement without statement of cause at any time, in whole or in part, by giving written notice to CONTRACTOR of such termination at least thirty (30) calendar days before the effective date of such termination. In the event of a partial termination, CONTRACTOR shall continue performance of this Agreement to the extent it is not terminated.
- b. Upon termination of this Agreement, CONTRACTOR shall, within four (4) weeks of the effective date of such termination, compile and submit in an orderly manner to RCUH an accounting of the work performed up to the effective date of termination. In such event, CONTRACTOR shall be paid for the actual cost of the services rendered, but in no event more than the total compensation payable to CONTRACTOR under this Agreement.
- c. As of the date of termination provided in the notice, CONTRACTOR shall incur no further obligations in connection with the terminated performance, and CONTRACTOR shall stop performance to the extent specified. CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance, subject to RCUH's approval. RCUH may choose to direct CONTRACTOR to assign CONTRACTOR's right, title, and interest under terminated orders or subcontracts to RCUH.
- d. All finished and unfinished material prepared by CONTRACTOR shall, at RCUH's option, become RCUH's property and, together with all material, if any, provided to CONTRACTOR by RCUH, shall be delivered and surrendered to RCUH on or before the date of termination. For purposes of this Agreement, "material" includes but is not limited to any information, data, reports, summaries, tables, maps, charts, photographs, films, graphs, studies, recommendations, program concepts, titles, scripts, working papers, files, models, audiotapes, videotapes, computer tapes, cassettes, diskettes, documents, and records developed, prepared, or conceived by CONTRACTOR in connection with this Agreement, or furnished to CONTRACTOR by RCUH. Additionally, CONTRACTOR shall take timely, reasonable, and necessary action to protect and preserve property and materials in the possession of CONTRACTOR, in which RCUH has an interest.

11. Compliance with Laws. 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, which in any way affect CONTRACTOR's performance of this Agreement.

12. Indemnification and Defense. CONTRACTOR shall defend, indemnify, and hold harmless RCUH, the State of Hawaii, and the Project, and their respective officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees and costs, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of CONTRACTOR or CONTRACTOR's employees, officers, agents, or subcontractors, occurring during or in connection with the performance of CONTRACTOR's services under this Agreement.

The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Agreement.

13. Disputes. No dispute arising under this Agreement may be sued upon by CONTRACTOR until after CONTRACTOR's written request to RCUH to informally resolve the dispute is rejected, or until ninety (90) days after RCUH's receipt of CONTRACTOR's written request, whichever occurs first. While RCUH considers CONTRACTOR's written request, CONTRACTOR agrees to proceed diligently with the provision of services necessary to complete the scope of services described in Attachment 1.
14. Confidentiality of Material.
  - a. All material given to or made available to CONTRACTOR by virtue of this Agreement, whether oral or written, and which is identified as proprietary or confidential information, will be safeguarded by CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of RCUH.
  - b. All information, data, or other material provided by CONTRACTOR to RCUH, which is identified as proprietary or confidential, shall be kept confidential to the extent permitted by law.
15. Ownership and Intellectual Property Rights.
  - a. Physical Material. RCUH shall have complete ownership of all physical material, both finished and unfinished, which is acquired, developed, prepared, or assembled by CONTRACTOR pursuant to this Agreement, unless the provisions of the Project's Prime Award (grant/contract awarded directly by the federal government), if any, requires that title to physical material vest in another party. If determined by RCUH to be necessary, CONTRACTOR and RCUH shall execute any and all documents necessary to establish RCUH or other required party as the owner of the material, without the need for any additional consideration.
  - b. Patentable Inventions.
    - i. Rights to Patentable Inventions. The rights to patentable inventions shall be determined in accordance with the provisions of the Project's Prime Award, if any. If the Prime Award is subject to the applicable regulations governing patents and inventions incorporated in 37 CFR 401, the term "subcontractor" shall be substituted for "contractor" throughout 37 CFR 401, unless the context of the clause requires otherwise. It is intended that 37 CFR 401 shall apply to CONTRACTOR in such a manner as is necessary to: (1) reflect the position of CONTRACTOR as a subcontractor to RCUH, (2) insure CONTRACTOR's rights under 37 CFR 401 and its obligations to RCUH, the Project, and the United States government, and (3) enable the Project to meet its obligations under its Prime Award. In the absence of ownership provisions in the Prime Award, or if the Project is supported by other funds, the ownership of patentable inventions developed pursuant to this Agreement will be determined under applicable U.S. law. If determined by RCUH to be necessary, CONTRACTOR and RCUH shall execute any and all documents necessary to establish the rights to the patentable inventions, without the need for any additional consideration.

- ii. Licensing of Patentable Inventions. CONTRACTOR agrees to grant and hereby does grant to RCUH an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, make, have made, and distribute any patentable invention first conceived or reduced to practice in the performance of this Agreement.
  - c. Copyrights. RCUH shall have complete ownership of all copyright material (including but not limited to any computer software and its documentation and/or databases) that is developed or prepared by CONTRACTOR for RCUH pursuant to this Agreement, and all such material shall be considered "works-made-for-hire." All such material shall be delivered to RCUH upon expiration or termination of this Agreement. CONTRACTOR, however, may use thereafter any ideas and techniques that may be embodied in such works. To the extent the material is not recognized as a "work-made-for-hire" as a matter of law, CONTRACTOR hereby assigns to RCUH any and all copyrights in and to the material. If determined by RCUH or the Project to be necessary, CONTRACTOR, the Project and RCUH shall execute any and all documents necessary to establish RCUH or the Project as the owner of the material, without the need for any additional consideration.
- 16. Publicity. CONTRACTOR shall not refer to RCUH, the Project, or any office, agency, or officer thereof, or to the services provided pursuant to this Agreement, in any of CONTRACTOR's brochures, advertisements, or other publicity of CONTRACTOR. All media contacts with CONTRACTOR about this Agreement shall be referred to RCUH.
- 17. Payment Procedures; Final Payment. All payments under this Agreement shall be made only upon (a) submission by CONTRACTOR to RCUH of original invoices specifying the amount due and certifying that services requested under this Agreement have been performed by CONTRACTOR according to this Agreement, and (b) satisfactory performance as determined by RCUH and as specified in Attachments 1, 2, and 3.
- 18. Tax Clearance. Final payment under this Agreement shall be subject to Section 103-53 of the Hawaii Revised Statutes, which requires a tax clearance from the Hawaii Department of Taxation and the U.S. Internal Revenue Service, stating that all delinquent taxes, if any, levied or accrued against CONTRACTOR have been paid. A tax clearance is required on final payment for agreements of \$25,000 or more. In addition to obtaining a tax clearance prior to final payment, CONTRACTOR is required to obtain a tax clearance from the Hawaii Department of Taxation and the U.S. Internal Revenue Service prior to the execution of this Agreement, if \$25,000 or more.
- 19. Governing Law, Jurisdiction and Venue. The validity of this Agreement and any of its terms and/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 Hawaii. 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, Hawaii.
- 20. Notices. Any written notice required to be given by a party to this Agreement shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid, to RCUH at its address, and to CONTRACTOR at its address, as indicated in this Agreement. A notice shall be deemed to have been received by the recipient three (3) days after mailing or at the time of actual receipt, whichever is earlier.

21. Severability. In the event that any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Agreement, provided that the remaining terms and conditions of this Agreement remain legal and enforceable.
22. Waiver. The failure of RCUH to insist upon strict compliance with any term, provision or condition of this Agreement shall not constitute or be deemed to constitute a waiver or relinquishment of RCUH's right to enforce the same in accordance with this Agreement.
23. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.
24. Federal Provisions. If federal funds are expended under this Agreement, CONTRACTOR shall comply with the applicable provisions of Attachment C.

## **Attachment C. Special Conditions for Services Agreements**

### **FEDERAL PROVISIONS**

1. If federal funds (under a federal grant) are expended under this Agreement, CONTRACTOR shall comply with the applicable provisions of RCUH [Attachment 32a](#).
2. If federal funds (under a federal prime contract) are expended under this Agreement, CONTRACTOR shall comply with the applicable provisions of RCUH [Attachment 32b](#).
3. If federal funds (under a cost-type prime cost reimbursable contract) are expended under this Agreement, and CONTRACTOR is a commercial entity in possession of government property, CONTRACTOR shall comply with the applicable provisions of RCUH [Attachment 32c](#).
4. If federal funds (under a cost-type prime cost reimbursable contract) are expended under this Agreement, and CONTRACTOR is an educational or nonprofit entity in possession of government property, CONTRACTOR shall comply with the applicable provisions of RCUH [Attachment 32d](#).

The aforementioned federal provisions can be found at: <https://www.rcuh.com/document-library/2-000/>.

## Attachment D. Standards of Conduct Declaration

For 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, 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. References to “Employee”, below, includes all State of Hawai'i employees, including RCUH employees. (HRS § 84-3).

On behalf of \_\_\_\_\_ (CONTRACTOR), the undersigned does declare, under penalty of perjury, as follows:

1. CONTRACTOR ( is) ( is not) a legislator, an Employee, or a business in which a legislator or Employee has a “Controlling interest”. (HRS § 84-15(a)).
2. CONTRACTOR ( is) ( is not) an RCUH employee or an employee of the Project. (2 C.F.R. § 200.459 Professional service costs).
3. CONTRACTOR has not been, and will not be, represented or assisted personally on matters related to this Agreement by an individual who has been an employee of RCUH or the Project (if the Project is a State entity) within the preceding two years, and who participated while so employed in the matter with which this Agreement is directly concerned. (HRS § 84-15(b)).
4. 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 this Agreement, if the legislator or Employee was involved in the development or award of this Agreement. (HRS § 84-14(d)).
5. CONTRACTOR has not been, and will not be, assisted or represented by an employee of RCUH or the Project (if the Project is a State entity) for a fee or other compensation.
6. CONTRACTOR has not been, and will not be, represented on matters related to this Agreement, for a fee or other consideration by an individual who, within the past twelve (12) months, served as a legislator or Employee, and participated while a legislator or Employee on matters related to this Agreement. (HRS §§ 84-18(b) and (c)).
7. CONTRACTOR has not been, and will not be, represented by a former employee of RCUH or the Project (if the Project is a State entity) for a fee or other compensation, where that former employee served as an employee of RCUH or the Project (if the Project is a State entity) within the past twelve (12) months.

CONTRACTOR understands that the Agreement to which this document is attached is voidable on behalf of the RCUH if the 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 above declarations. Additionally, any fee, compensation, gift, or profit received by any person as a result of violating the Code of Ethics may be recovered by RCUH.

CONTRACTOR

---

By

Its

(Title)

Date

\* Reminder to the Project: If the "(is)" in No. 1 and/or 2, above is selected: (a) contact RCUH Procurement prior to executing this Agreement; and (b) if this Agreement involves goods or services of a value in excess of \$10,000, this Agreement must be awarded by a competitive sealed bid or proposal. Otherwise, the Project may not enter into this Agreement unless it posts a notice of intent to award this Agreement and files a copy of the notice with the Hawaii State Ethics Commission at least 10 days before this Agreement is awarded. (HRS § 84-15(a)).

## **Attachment E. Insurance Requirements**

Insurance – should the Offeror be selected during this RFP process -

Offeror shall maintain Commercial General Liability insurance acceptable to RCUH in full force and effect throughout the term of the Agreement. The policy or policies of insurance maintained by the Offeror shall provide a minimum Combined Single Limit Coverage (bodily injury and property damage) in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate per policy year. Insurance shall be in force the first day of the term of the Agreement.

Workers' Compensation/Employers' Liability Insurance – Offeror shall maintain workers' compensation insurance for all persons whom they employ in carrying out the work under the Agreement, in amounts sufficient to meet the Hawaii statutory limits and/or the legal requirements in all other jurisdictions where work will be performed. Offeror shall maintain the following minimums for Employers' Liability: (1) Bodily Injury by Accident, \$1,000,000 (each accident); (2) Bodily Injury by Disease, \$1,000,000 (policy limit); and (3) Bodily Injury by Disease, \$1,000,000 (each employee).

Auto Liability Insurance – Offeror shall maintain Auto Liability Insurance covering all autos used to provide services under the Agreement, with coverage of not less than \$1,000,000 for Bodily Injury (per person); not less than \$1,000,000 for Bodily Injury (per accident); and not less than \$1,000,000 for Property Damage (per accident). The required limit of insurance may be provided by a single policy or with a combination of primary and excess policies. Only autos with Auto Liability Insurance shall be used to provide services under the Agreement.

Each insurance policy and certificate of insurance required by the Agreement shall:

- a. Provide that any insurance maintained by RCUH will apply in excess of, and not contribute with, insurance provided by the insured's policy.
- b. Name RCUH and the State of Hawaii as additional insureds with respect to operations performed for RCUH and the State of Hawaii.
- c. Waive all rights of subrogation in favor of RCUH and the State of Hawaii.

Clauses a and b are waived for any professional liability (errors and omissions) insurance and workers' compensation.

Offeror shall ensure that its subcontractors, suppliers, anyone directly or indirectly employed by any of them to perform work under the Agreement, or anyone for whose acts any of them may be liable, also obtain and comply with the above insurance requirements and limits, to cover all work performed.

Offeror is required to notify RCUH of any changes to Offeror's insurance policies or any cancellation of insurance at least THIRTY (30) days prior to the change or cancellation.

All insurance described herein shall be primary and cover the insured for all work to be performed under the Agreement, all work performed incidental thereto or directly or indirectly connected therewith.

Offeror agrees to deposit with RCUH, on or before the effective date of the Agreement, certificates of

insurance necessary to satisfy RCUH that the insurance provisions of the Agreement have been complied with and to keep such insurance in effect and the certificates therefore on deposit with RCUH during the entire term of the Agreement.

RCUH shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of RCUH, the insurance provisions in the Agreement do not provide adequate protection for RCUH, RCUH may require Offeror to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. RCUH's requirements shall be reasonable but shall be designed to assure protection from and against the kind and extent of the risks which exist at the time a change in insurance is required.

RCUH shall notify Offeror in writing of changes in the insurance requirements; and if Offeror does not deposit copies of acceptable insurance policies with RCUH incorporating such changes within TEN (10) days of receipt of such notice, this Agreement shall be in default without further notice to Offeror and RCUH shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Offeror's liability hereunder nor to fulfill the indemnification provisions and requirements of the Agreement. Notwithstanding said policy or policies of insurance, Offeror shall be obligated for the full and total amount of any damage, injury, or loss arising from its acts or omissions with respect to the Agreement.