



OFFICE OF HAWAIIAN AFFAIRS

STATE OF HAWAII

REQUEST FOR QUALIFICATIONS:

STEWARDSHIP

**RELATING TO THE HĀLAWA-LULUKU
INTERPRETIVE**

DEVELOPMENT PROJECT

PROJECT AREA: LULUKU

OHA RFQ No. HLID-2016-01

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NOTICE TO SUBMITTERS

Notice is hereby given that the Office of Hawaiian Affairs (“OHA”) will be accepting Statements of Qualifications (“SOQ”) from entities (“Submitters”) for the **Hālawā-Luluku Interpretive Development (“HLID”) Project**. This Request for Qualifications (RFQ) will select one (1) steward for Luluku. The steward will be awarded in a two-step process. For detailed information on timeframe, process, and evaluation see the following sections: Section 1 Administration; Section 3: Statement of Qualifications Format and Content; and Section 4: Evaluation Criteria and Steward Selection.

The RFQ may be picked up from OHA’s Reception Desk, 560 North Nimitz Highway, Suite 200, Honolulu, Hawai‘i 96817, beginning **Friday, February 19, 2016**, or downloaded from the OHA website at www.oha.org/solicitations.

Submitter shall have knowledge and experience stewarding ancient archaeological sites and/or areas of cultural significance. Since these sites are eligible for the National Register of Historic Places (NRHP), steward shall have experience complying with historic preservation rules. Although the HLID project is federal-aid highway and State funded, stewardship work will not be for compensation.

Prequalification Meeting Luluku: If you are applying for Luluku, a prequalification meeting for **Luluku** will be held on **Monday, March 21, 2016, 8:30 a.m. to 10:30 a.m. Hawaii Standard Time (HST)**, at the OHA Maui Ola Conference Room, 560 North Nimitz Highway, Suite 200, Honolulu, Hawaii 96817.

It is mandatory for Submitters to attend the meeting if they are applying for Luluku.

This means that at least one representative from each Submitter’s associated firm or organization must attend. There will be a **mandatory site visit** for the Submitter directly following the Prequalification Conference, which will be approximately **1.5 hours long**. **The Submitter must attend the site visit if they are applying.**

Request for Information (RFI): The OHA shall be accepting Requests for Information from all Submitters as related to the Request for Qualifications (RFQ) up to seven (7) days following the site visit. All RFIs shall be submitted to OHA in a sealed packet by **Monday, March 28, 2016, 3:00 p.m. HST for Luluku.**

STEP-1: Submission of a written Statement of Qualifications (SOQ) packet. One (1) original, four (4) copies, and (1) Adobe pdf or Microsoft Word soft copy on compact disk or flash/thumb drive of the Prequalification Packet must be submitted to the OHA Reception Desk no later than **Monday, April 11, 2016, 3:00 p.m. HST for Luluku** at 560 North Nimitz Highway, Suite 200, Honolulu, Hawaii 96817.

The original shall be clearly marked “ORIGINAL” and copies shall be clearly marked “COPY”. It is the Submitter’s responsibility to ensure that the Reception Desk of the OHA

receives the SOQ on time. The SOQ will be time stamped by the OHA. A copy of the SOQ cover page with time stamp will be supplied to the Submitter for their records.

A Review Committee will determine the top three (3) Submitters for Luluku based on qualifications contained in the Statement of Qualifications based on an average score of all evaluators on the Review Committee. This will be considered the average written score. It is anticipated that Submitters will be notified of their results on **Monday, April 18, 2016 for Luluku.**

STEP-2: Discussions with individual Submitters. After notification of the written SOQ results, the Review Committee shall conduct discussions (to be scheduled) with 3 Submitters from the SOQs submitted to consider anticipated responsibilities and compare alternative methods for furnishing services. The discussion will be scored. The three Submitters will be the top three scoring Submitters from the written SOQ. Should a Submitter decline the opportunity for discussion, the next ranked candidate on the list will be invited for discussion. From the three Submitters with which discussions have been conducted, an average discussion score (based on the combined score of all on the Review Committee) will be calculated. The average written score and average discussion score will then be added to produce a Final Score. The Submitter with the highest Final Score will be recommended for Steward.

Persons needing special accommodations at the Prequalification meetings and/or site visit due to a disability may contact the HLID Project Coordinator listed below not later than five (5) working days prior to each conference and/or site visit.

Lance G.M. La Pierre, HLID Project Coordinator
Phone at (808) 594-1782; Email: mahil@oha.org

The OHA reserves the right to reject any and all SOQs, accept the SOQs in whole or part and to waive any defects in the best interest of the OHA. If there are no qualified applicants, OHA will re-solicit this RFQ. Questions relating to this solicitation shall be directed to the HLID Project Coordinator, Lance G.M. La Pierre at (808) 594-1782 or by email, mahil@oha.org).

Kamana'opono M. Crabbe, Ph. D.
Ka Pouhana, Chief Executive Officer
Office of Hawaiian Affairs

Posting: www.oha.org/solicitations; Honolulu Star Advertiser [February 19, 2015];
www.facebook.com/officeofhawaiianaffairs

Section 1

Administration

1.1 AUTHORITY:

This Request for Qualifications (RFQ) is issued in a fair process to ensure all applicants (Submitters) are evaluated equally and objectively. Selection of a steward will follow a two-step process which will result in a steward being selected for Luluku.

HISTORY: The Office of Hawaiian Affairs (OHA) was established by the Hawai‘i State Legislature in 1979 under Chapter 10 of the Hawai‘i Revised Statutes. OHA’s mission is “To mālama (protect) Hawai‘i’s people and environmental resources and OHA’s assets, toward ensuring the perpetuation of the culture, the enhancement of lifestyle and the protection of entitlements of Native Hawaiians, while enabling the building of a strong and healthy Hawaiian people and nation, recognized nationally and internationally”.

On August 10, 1999, a Cooperative Agreement was signed between the State of Hawaii Department of Transportation (HDOT) and the Office of Hawaiian Affairs (OHA) to undertake a project that would preserve, and interpret select archaeological and cultural resources located along the Interstate H-3 Highway corridor. An office, Hālawā-Luluku Interpretive Development (HLID), was created under the administration of the OHA and funded by Federal Highway Administration (FHWA) and HDOT in order to execute select mitigation elements to mitigate the adverse impacts to select cultural sites caused by the construction of the Interstate H-3. Per Cooperative Agreement 2550.01, HLID is to: 1) Complete an Interpretive Development Plan (IDP); 2) Implement select projects from the IDP; and 3) Complete a Stewardship Management Plan (SMP). In order to craft a practical SMP, stewards must first be selected. Once all the mitigation elements are constructed and all necessary approvals (i.e.: permits, Environmental Review) are completed, a steward(s) will maintain the project area(s) in perpetuity per the SMP to allow for continued healing of the cultural sites.

OHA intends to select a qualified hui¹ to steward a specific the HLID Project area in Luluku. The HLID Project is headed by a Project Coordinator, who will act as OHA’s representative to oversee the selection of the steward, Memorandum of Agreement (MOA) execution, monitor and approve necessary work for enabling stewardship, and broker a Use & Occupancy (U&O) Agreement with the land owner, the State of Hawaii Department of Transportation (HDOT).

1.2 RFQ ORGANIZATION

This RFQ is organized into five (5) sections:

¹ Hui: A club, association, society, corporation, company, institution, organization, ownership, partnership, union, alliance, troupe, or team. To join, unite, combine, or mix.

- Section 1 Administrative – Provides interested Submitters with an overview of the procurement and contracting process.
- Section 2 Steward Specifications and Requirements – Provides a general description of the tasks to be performed, delineates responsibilities of the Steward, and defines deliverables as applicable.
- Section 3 Statement of Qualifications Format and Content – Describes the required format and content for the proposal
- Section 4 Evaluation Criteria and Steward Selection – Describes how the proposal will be evaluated.
- Section 5 Additional Provisions - Provides additional requirements for the Stewards.

Attachments

1.3 PROJECT COORDINATOR

The HLID Project Coordinator is responsible for overseeing the selection process for this RFQ. The HLID Project Coordinator is:

Lance G.M. La Pierre
Office of Hawaiian Affairs
HLID Project Coordinator
560 North Nimitz Highway
Honolulu, Hawaii 96817

Telephone (808) 594-1782
Email: mahil@oha.org

Any changes to the Project Coordinator or his/her designated representative shall be provided in writing to the successful Submitter. The OHA reserves the right to make changes to the Project Coordinator. Once the successful Submitter has been selected as steward for a Project Area, all communications regarding approvals, reports, and requests will be directed to the Project Coordinator.

1.4 POSTING OF OHA RFQ NO. HLID-2016-01

The OHA RFQ No. HLID-2016-01, and all addendum related to Step 1 and Step 2 for this RFQ shall be posted to the OHA website www.oha.org/solicitations. The initial posting of the RFQ and link to the OHA website solicitation will also be available in the Honolulu-Star Advertiser and the OHA Facebook page (www.facebook.com/officeofhawaiianaffairs).

The RFQ will be posted for at least thirty-one (31) days.

1.5 SUBMISSION IN RESPONSE TO OHA RFQ No. HLID-2016-01, STEP 1

All submissions required for Step 1 of this OHA RFQ No. HLID-2016-01 must be submitted by the due date and time as specified for each section. The official time shall be that which is recorded on the time stamp clock of the OHA for hand-delivered SOQ packets. Deliveries by private mail services, such as Federal Express, shall be considered hand deliveries. All mail-in packets delivered/postmarked by the United States Postal Service must be received no later than

the due date and time as specified. All submissions must be in a sealed envelope and addressed as follows:

Lance G.M. La Pierre, HLID Project Coordinator
Statement of Qualifications
RE: OHA RFQ No. HLID-2016-01 (**Luluku**)
Office of Hawaiian Affairs
560 North Nimitz Highway
Honolulu, Hawaii 96817

The SOQ cover page will be time stamped by OHA. A copy of the SOQ cover page with time stamp will be supplied to the Submitter for their records.

Persons needing special accommodations at the Prequalification meeting and/or site visit due to a disability may contact the Project Coordinator, Lance G.M. La Pierre at (808) 594-1782 or by email, mahil@oha.org, not later than five (5) working days prior to the date of each conference and/or site visit.

1.6 SELECTION TIMETABLES

The following timetable on the next page represents the OHA's best estimate of key dates relating to this RFQ. It is anticipated that the selection process, scope or work negotiations, and Memorandum of Agreement (MOA) execution will take a total of 185 days for Luluku (see Figure 1). The dates may be adjusted at the OHA's discretion. If any changes are made to the event dates and times for Mandatory Prequalification Meeting, Mandatory Site-Visit after Prequalification Meeting, RFI Deadline, SOQ Submittal, and Discussions with Qualified Submitters, then an addendum will be issued. The event dates for the Notice to Submitters, Selection of Steward, Develop and Negotiate Scope of Work, and Memorandum of Agreements are only anticipated dates that will be updated as the steward selection process progresses. The actual start date for the selected steward will be negotiated prior to the execution of the MOA.

Luluku Steward Selection Process: Key Events and Dates

<u>Event</u>	<u>Scheduled Date</u>
Public Announcement	February 19, 2016
Mandatory Prequalification Meeting	March 21, 2016 8:30 am to 10:30 am HST
Mandatory Site-Visit after Prequalification Meeting	March 21, 2016 12:00 pm to 1:30 pm HST
RFI Deadline	March 28, 2016, 3:00 pm HST
SOQ Submittal	April 11, 2016, 3:00 pm HST
Notice to the Top Three Submitters	April 18, 2016
Discussions with Qualified Submitters Begin	May 02, 2016
Selection of Steward	May 23, 2016
Develop and Negotiate Scope of Work	July 22, 2016
Memorandum of Agreement	August 22, 2016

RFQ Process for Steward Selection

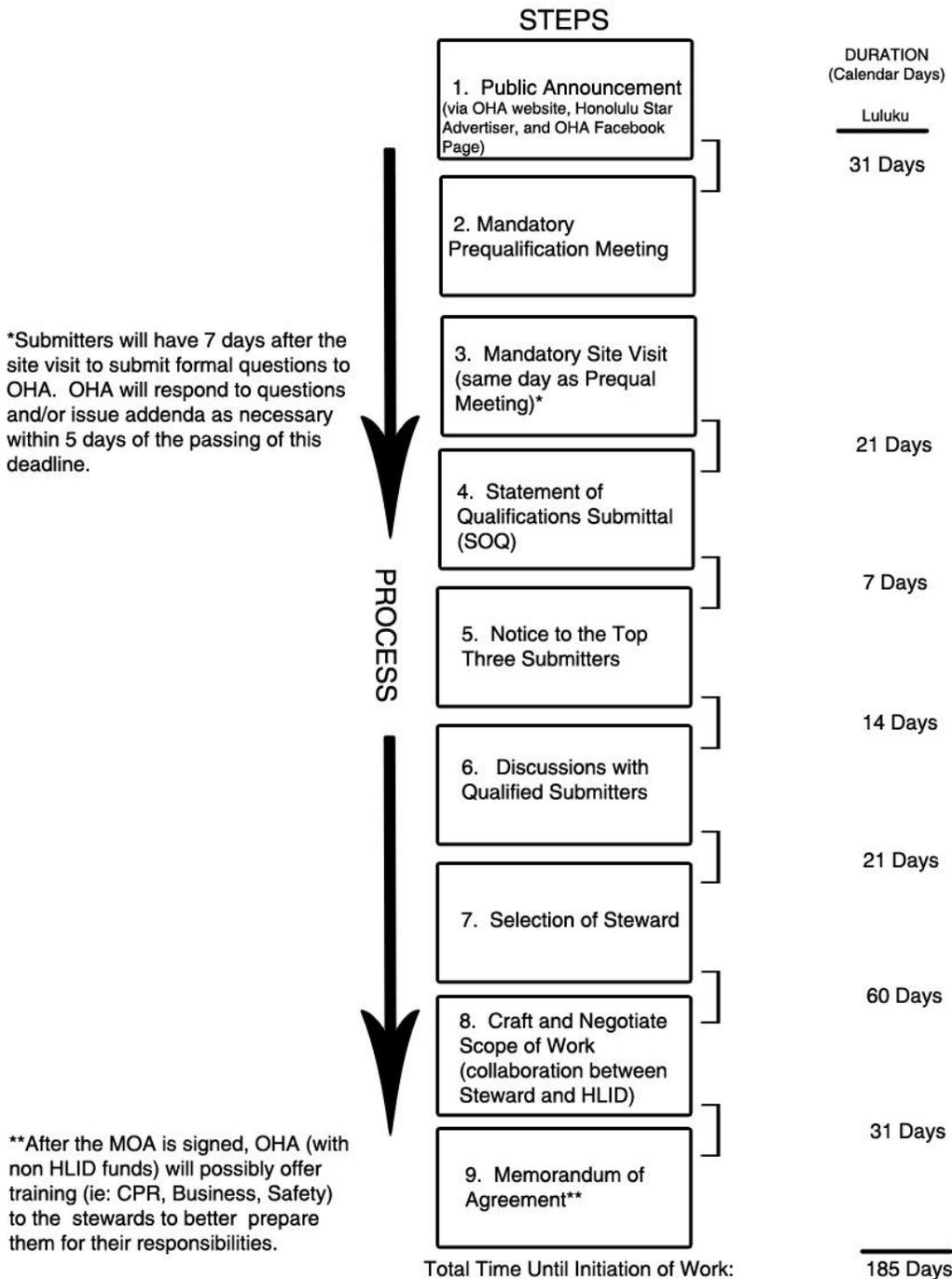


Figure 1: Projected Timeframe for Steward Selection

1.7 COSTS FOR SOQ PREPARATION

Any costs incurred by Submitters in preparing or submitting SOQs are the Submitters' sole responsibility.

1.8 PREQUALIFICATION MEETINGS (Luluku)

The purpose of the prequalification meeting (Luluku) will be to present a summary of the Project and to discuss the SOQ, selection process, and expectations. The OHA will give all attendees an opportunity to pose question(s) to the OHA. Meeting minutes will be taken and issued as an addendum. **It is mandatory for Submitters to attend the meeting appropriate to the Project Area they are applying for.** This means that at least one representative from each Submitter's associated firm or organization must attend.

In preparation for the SOQ, the Submitter will inspect the location(s) to thoroughly familiarize themselves with existing conditions, rules and regulations, and the extent and nature of work to be performed. A site visit, hosted by OHA, will immediately follow the Prequalification Meeting. **The site visit is mandatory for each Submitter.** The site visit will be **1.5 hours long for Luluku. Submitters must attend the site visit if they are applying for Luluku.** This means that at least one representative from each Submitter's associated firm or organization must attend.

Submission of an SOQ shall be evidence that the Submitter understands the scope of the project if selected as the steward. No compensation, subsequent to SOQ opening, shall be allowed by reason of any misunderstanding or error regarding site conditions or work to be performed.

Impromptu (un-written) questions are permitted on site visits and verbal answers will be provided to everyone during these visits. Formal answers to these questions will be issued via addendum with the Prequalification Meeting minutes. No discussions will take place outside of official meetings.

1.9 REQUESTS FOR INFORMATION (RFI)

All RFIs shall be submitted to OHA in a sealed packet within 7 days after the respective site visit. Mail or deliver RFIs to the following address:

Lance G.M. La Pierre, HLID Project Coordinator
RFI Response
RE: OHA RFQ No. HLID-2016-01 (**Luluku**)
Office of Hawaiian Affairs
560 North Nimitz Highway
Honolulu, Hawaii 96817

The OHA's response to the RFI that is related to the Request for Qualifications will be issued by Addendum on the OHA website (www.oha.org/solicitations). The Submitters shall finish their Statement of Qualifications documentation according to their best understanding of the

project given all information received in this RFQ, the prequalification packet meeting, and any addendum. No other means of communication, whether oral or written, shall be construed as a formal or official response/statement and may not be relied upon.

1.10 STEP 1: STATEMENT OF QUALIFICATIONS PACKET SUBMITTAL

Each Submitter interested in being considered for a steward is required to submit a Statement of Qualifications (SOQ) packet. The requirement for the SOQ Packet information is detailed in Section 3.7: Statement of Qualifications, and Section 4.5: Evaluation of SOQ Packet.

The outside cover of the package containing the SOQ packet should be noticeably marked, as follows: “Statement of Qualification Packet in Response to: OHA RFQ No. HLID-2016-01”.

Mail or deliver the SOQ packet to the following address:

Lance G.M. La Pierre, HLID Project Coordinator
 Statement of Qualifications Packet
 RE: OHA RFQ No. HLID-2016-01 (**Luluku**)
 Office of Hawaiian Affairs
 560 North Nimitz Highway
 Honolulu, Hawaii 96817

Sealed SOQ Packets received by the due date and time for each respective Project Area shall be accepted. Packets must be received by mail or hand-carry no later than the due date. Electronic mail and facsimile transmission **shall not** be accepted. The official time shall be that which is recorded on the time stamp clock of the OHA for hand-delivered packets. Deliveries by private mail services, such as Federal Express, shall be considered hand deliveries. All mail-in packets delivered/postmarked by the United States Postal Service **must be received** no later than the specified deadline.

A Review Committee will determine the top three (3) Submitters based on qualifications contained in the written information. Submitters will be notified of the results on **Monday, April 18, 2016 for Luluku**. Top three Submitters proceeding to Discussion will also be posted on the OHA website (www.oha.org/solicitations).

1.11 STEP 2: DISCUSSIONS

After the notification of the SOQ results, the Review Committee shall conduct discussions with three (3) Submitters for Luluku from the SOQs submitted to consider anticipated responsibilities and compare alternative methods for furnishing services. These three Submitters for Luluku will be the top three scoring Submitters from the SOQ evaluation process. Meetings will be scheduled at an agreed upon time with each Submitter. Should a Submitter decline the opportunity for discussion, the next ranked candidate on the list will be invited for discussion. From the three Submitters for Luluku with which discussions have been conducted, the OHA shall select, based on the recommendation of the Review Committee, in order of preference, the hui that the OHA considers most highly qualified to provide the services required for stewardship.

1.12 RFQ AMENDMENTS

The OHA reserves the right to amend the RFQ any time prior to the SOQ submission deadline.

1.13 CANCELLATION OF RFQ

The RFQ may be canceled when it is determined to be in the best interests of the OHA. If there are no qualified Submitters, the OHA will re-solicit this RFQ.

1.14 CONFIDENTIAL INFORMATION

Submitter shall designate in writing those portions of the SOQ that contain trade secrets or other proprietary data that is to remain confidential. The material designated as confidential shall be readily separable from the SOQ in order to facilitate eventual public inspection of the non-confidential portion of the SOQ.

1.15 NON-DISCRIMINATION CLAUSE

The OHA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the U.S. Department of Transportation [Title 49, Code of Federal Regulations (CFR) Part 21] issued pursuant to such Act, hereby notifies all Submitters that it will affirmatively ensure that the MOA entered into pursuant to this advertisement will be awarded to the most highly qualified Submitter without discrimination on the grounds of race, color, national origin, or sex.

1.16 OPENING OF STATEMENT OF QUALIFICATIONS

Upon receipt by the OHA at the designated location, SOQs, modifications to SOQs and withdrawals of SOQs will be date stamped and held unexamined in a secure place until the submittal deadline.

SOQ files, except for materials kept confidential, will be open to public inspection after a steward has been selected.

1.17 ADDITIONAL MATERIALS AND DOCUMENTATION

Upon the Review Committee's request, each Submitter shall submit any additional materials and documentation reasonably required by the Review Committee for its evaluation of the SOQs.

1.18 FINAL REVISED SOQs

If requested, final revised SOQs shall be submitted in the manner and by the deadline specified by the OHA. If a final revised SOQ is not submitted, the previous submittal shall be construed as the Submitter's best and final SOQ. **The Submitter shall submit only the section(s) of the SOQ that are amended.** After final revised SOQs are received, final evaluations will be conducted for the steward selection ranking process.

1.19 MISTAKES IN SOQs

While interested Submitters are bound by their submittals, circumstances may arise where a correction or withdrawal of an SOQ is proper. An obvious mistake in a SOQ may be corrected or withdrawn, or waived by the Submitter to the extent that it is not contrary to the best interest of the OHA or to the fair treatment of other interested Submitters.

1.20 REJECTION OF SOQs

The OHA reserves the right to consider as acceptable only those SOQs submitted in accordance with all requirements set forth in this RFQ and which demonstrate an understanding of the problems involved and comply with the specifications. Any SOQ offering any other set of terms and conditions contradictory to those included in this RFQ may be rejected without further notice. If there are no qualified Submitters, then the OHA will re-solicit this RFQ.

1.21 NOTICE OF SELECTION

Any agreement arising out of this solicitation is subject to approval of the OHA corporate counsel as to form, and to all further approvals required by statute, regulation, rule, order, or other directive.

The HLID Project Coordinator will notify the selected stewards of their appointment. Once the selected steward accepts the appointment, selected stewards for Luluku will be posted on the OHA website (www.oha.org/solicitations). Appointment must be accepted within 5 working days of notification receipt. A formal letter will be drafted by the HLID Project Coordinator verifying selection and appointment. This letter will require signature(s) from the selected steward. A formal letter will also be sent to HDOT detailing which steward has been accepted for Luluku. If the appointment is declined by the primary candidate, then the next top scoring Submitter will be offered the appointment. If none of top three scoring Submitters accept the appointment, then the RFQ will go out for re-solicitation.

1.22 PROTESTS

A protest based upon the content of the solicitation shall be submitted in writing within five (5) working days after the aggrieved individual/business knows or should have known of the facts giving rise thereto; provided further that the protest shall not be considered unless it is submitted in writing prior to the SOQ receipt date.

A protest of steward selection or proposed selection shall be submitted within ten (10) working days after the posting of steward selection for Luluku. Any and all protests shall first be submitted in writing to the HLID Project Coordinator, as follows:

Lance G.M. La Pierre
 ‘Aho Kuahui Mālama Hālawa-Luluku, HLID Project Coordinator
 HLID STEWARDSHIP RFQ PROTEST
 Office of Hawaiian Affairs

560 North Nimitz Highway
Honolulu, Hawai'i 96817

A flowchart for the protest process is provided on the next page (Figure 2).

PROTEST Procedures RFQ HLID-2016-01 for Stewardship

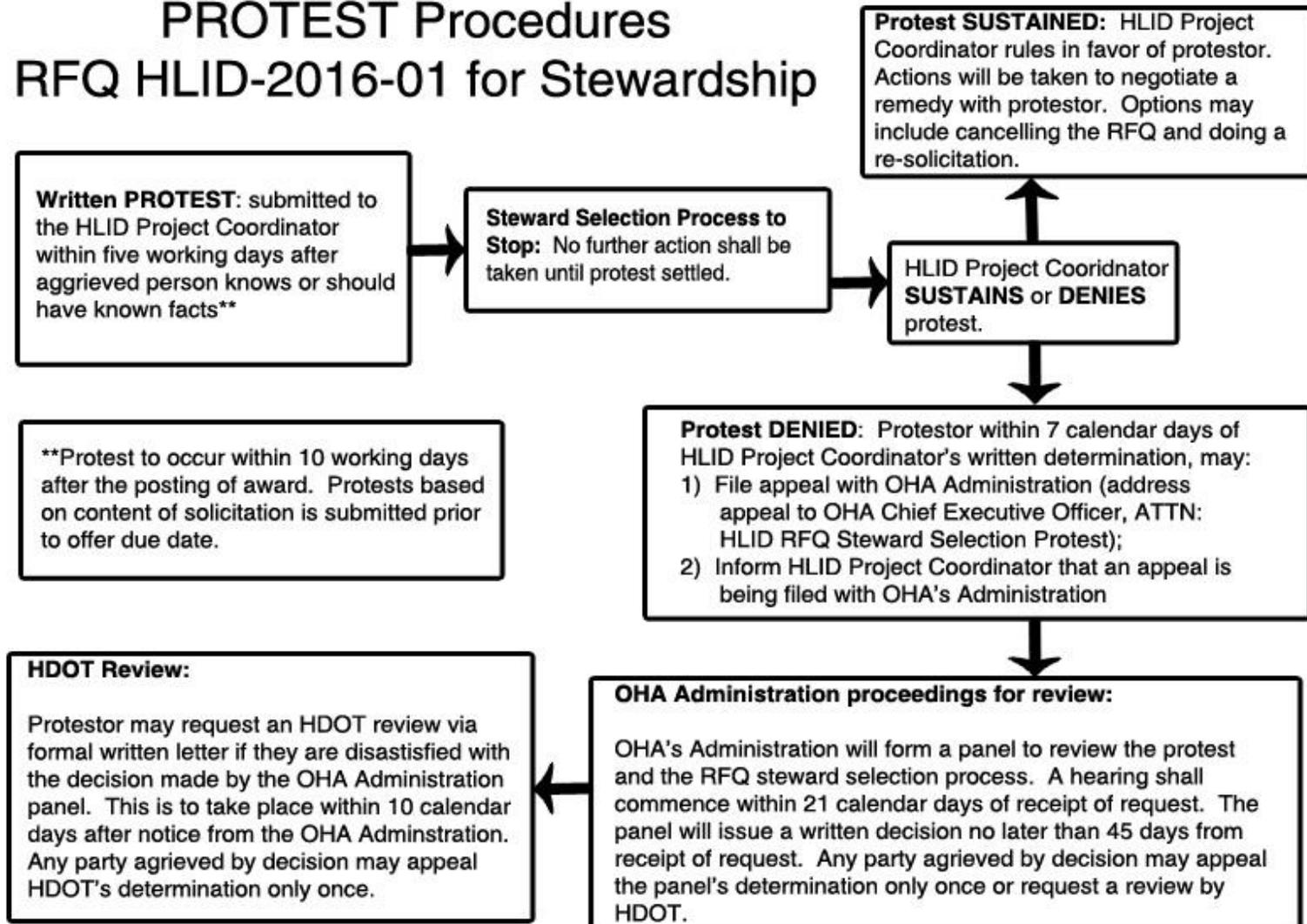


Figure 2: Protest Procedure

1.23 MONITORING AND EVALUATION

The successful Submitter's performance under the approved MOA will be monitored and evaluated by the HLID Project Coordinator or his/her designated representative.

Failure to comply with all material terms of the MOA may be cause for suspension or termination. The successful Submitter may be required to submit additional written reports, including a corrective action plan, in response to monitoring conducted by the OHA. These additional reports shall not be considered a change to the scope of work and shall continue for a duration of time as deemed necessary by the OHA.

1.24 DEVELOPING AND NEGOTIATION OF SCOPE OF WORK

After a steward has been selected for Luluku and the stewards have agreed to accept the position in writing, the stewards will work with the HLID team to craft a Scope of Work for Luluku necessary for obtaining a Use & Occupancy Agreement with the land owner, HDOT. This process will take approximately three (3) months and will focus on meeting the Project Expectations detailed in Section 2.2.1. These three months are inclusive of review times. Due to the funding sources of this project, FHWA and HDOT will review the Scope of Work for the Luluku Project Area prior to finalization until satisfaction is met. Furthermore, as HDOT is the land owner of the Project Area, they will likely have conditions they wish to have satisfied in the crafting of the scope of work. If an extension of time is needed to complete the Scope of Work, the Steward may make a request with a justification and the OHA will consider the request. The Scope of Work will primarily include: 1) Business Management Plan; 2) Stewardship Management Plan; 3) Liability Insurance acquisition; and 4) Interim Site Maintenance Procedures. The finalized Scope of Work will then be solidified in a Memorandum of Agreement between the OHA and the steward.

1.25 MEMORANDUM OF AGREEMENT

Since all stewardship work is not for compensation, a Memorandum of Agreement (MOA) will be made between the OHA and the selected steward for Luluku. Finalization of the MOA will be subject to review by FHWA and HDOT. The MOA will detail responsibilities to be carried out by the steward to ensure a Use & Occupancy Agreement can be worked out with HDOT. After the execution of the approved MOA, the stewards will be acknowledged as non-paid "sub-consultants" to the HLID project as the steward's work will be necessary for the completion of some tasks in the OHA/HDOT Cooperative Agreement (#2550.01). Compliance with plans (i.e.: Business Plan, Stewardship Management Plan) will need to be demonstrated by stewards so that permits (i.e.: water permit, Conservation District Use Permit) may be granted. As discussed in Section 1.24, a Scope of Work will be crafted by HLID and the selected steward for Luluku collaboratively.

HLID will be responsible for the costs associated with obtaining all necessary permits. Without all necessary permits, HDOT will not allow stewarding or any construction activities that may take place on their property. With all necessary permits acquired, the steward will apply for a U&O with the land owner, HDOT, so that the sites can be cared for by the selected steward. Continued use of the property by stewards is expected to be contingent upon terms and

conditions set in the U&O. Continued use of the property and daily functioning of the stewarding entity will be financially self-sustainable and without compensation from HDOT or HLID. Once the U&O is executed and all HLID mitigation elements are complete, HLID will no longer exist, but the OHA may elect to take up a role as a liaison between HDOT and the steward with agreement and approval by HDOT.

The OHA may provide training opportunities (i.e.: CPR, Business, Safety) after the signing of the MOA. Training will require at least one designated individual from the stewarding entity attend scheduled training. The OHA (using non-HLID funds) will pay for all steward trainings required by the OHA.

END OF SECTION

Section 2

Steward Specifications and Requirements

2.1 INTRODUCTION

2.1.1 *Overview, Brief Project Description, and Funding*

A. Overview, Purpose, and Brief Description of Stewardship Work

Project: To perform stewardship work for the HLID Project Area (Luluku). Work will be done in accordance with a Stewardship Management Plan (to be written by HLID in collaboration with the selected steward) and Business Management Plan, and strive to achieve the vision set forth in the 2008 Interpretive Development Plan (IDP) for each respective project area. Stewards will develop cultural/educational and maintenance programs to implement at the Project Area that are appropriate for the area. These programs will be detailed in the Stewardship Management Plan (SMP). Stewards will also be bound to terms issued by permits (i.e.: water, Conservation District Use), HLID, or HDOT for continued use of the project area. Stewards must be self-sustainable and execute a Business Plan to show fiscal responsibility and ways in which sites and built structures will be maintained.

Project Background: The Office of Hawaiian Affairs (OHA) administers the Hālawā-Luluku Interpretive Development (HLID) Project on behalf of, and in cooperation with, the Hawai‘i State Department of Transportation (HDOT) and Federal Highway Administration (FHWA) to mitigate the adverse impacts to select cultural sites resulting from the construction of Interstate H-3.

The project has many unique conditions and circumstances associated with it due to the funding sources (90% FHWA, 10% HDOT), the Project’s history, the sites that cultural impact mitigation is being proposed on, land-use designations/zoning, access, compliance issues, the rehabilitative nature of the proposed mitigation actions, and the long-term management that is envisioned for the project sites. The guiding document for Interstate H-3 National Historic Preservation Act (NHPA) Section 106 compliance is the 1987 Memorandum of Agreement (MOA) between FHWA, the Hawai‘i State Historic Preservation Division (SHPD), and Advisory Council on Historic Preservation (ACHP). HDOT (state land owners of the Interstate H-3 right-of-way) and the OHA are acknowledged as signatories with specific roles to follow as well. The MOA was also created in response to numerous years of community protest against the construction of Interstate H-3. Since the opening of the Interstate H-3 in 1997, an effort has been made to complete all the 1987 MOA requirements.

Stipulation B required the OHA (in consultation with HDOT) to create an Interpretive Development Plan (IDP). Thus, in 1999, a Cooperative Agreement was made between the OHA and HDOT which created the Hālawa-Lulukū Interpretive Development (HLID) project for three main purposes: 1) create an IDP; 2) create a Stewardship Management Plan; and 3) implement select projects from the IDP if funding allows. After years of community consultation and the completion of various archaeological reports, the IDP was completed in December 2008. The IDP also refined the scope of work to the Lulukū, Hālawa Valley, and Ha'ikū Project Areas. However, Ha'ikū and Halawa are not considered part of this solicitation. Ultimately, these mitigation elements are driven by the desires of the community. A breakdown of proposed mitigation elements that HLID is implementing is provided in Attachment B.

The goal of the mitigation elements is to provide a foundation for stewards to take care of the sites in perpetuity. Some of these elements include the construction of: an Administration Center, a storage area, a plant nursery, outdoor composting toilets, outdoor gathering areas, a water tank, and parking areas. Masons will also be hired by HLID to rehabilitate ancient stone walls.

Stewards will primarily: 1) maintain the condition of any constructed and repaired mitigation elements and the overall project area in accordance with a Stewardship Management Plan; 2) supervise, conduct and create cultural and educational activities in accordance with a Stewardship Management Plan to perpetuate the vision for the Lulukū Project Area detailed in the 2008 IDP; and 3) provide a means to financially support continued use of the project area in accordance with a Business Management Plan.

Brief Description of Vision Stewardship Work for HLID Project:

1) Lulukū:

The Lulukū Agricultural District shall be restored through the perpetuation of culturally appropriate science, engineering, and agricultural practices. Research will be demonstrated through the planting of primarily traditional Hawaiian kalo using ancient and contemporary techniques in water resource management and sustainable agricultural practices. The relationship between the land and its people are of both historical and cultural importance in the context of interpretations which emphasizes Lulukū's ability to feed many people in the Kāne'ōhe district and areas beyond.

HLID intends to construct an Administrative Center, nursery, storage area, composting toilets,

outdoor gathering areas (i.e.: benches, tents), and parking area to enable stewards to have the tools necessary to effectively fulfill the vision for Luluku and implement cultural/educational activities in perpetuity. Ancient stone archaeological features will also be rehabilitated and vegetation will be cleared by Master Masons with C-31 (Masonry) and C-27 (landscaping) licenses. Granted proper permitting and SHPD approval, unique to Luluku will also be the reopening of ancient 'auwai necessary for the reactivation of the lo'i system. The stewards will be responsible for maintaining all built structures, the repaired archaeological features, the lo'i system, and the overall condition of the site (i.e.: vegetation, litter, erosion). Instructions for continued use of the Project Area and ways to support financial needs will be detailed in a Stewardship Management Plan and a Business Plan, respectively. Also, since use of the 'auwai and Luluku Stream in Luluku will require the acquisition of a water permit, continued use of the water by the stewards will be contingent upon terms set in the water permit.

B. Funding source

The sources of funding for HLID mitigation elements include: 90% Federal (FHWA) and 10% State (HDOT). However, the steward will not be compensated for work performed and will be self-sustainable. The stewards are free to apply for grants, use products grown on the site for profit, or devise other means of monetary generation (i.e.: fundraisers, donations) as long as terms within the to be executed Use & Occupancy Agreement with HDOT are complied with. However, products may not be sold on HDOT property.

2.2 EXPECTATIONS AND PROJECT QUALIFICATIONS: STEWARD

The stewards will be selected with a fair process that will be evaluated equally and objectively. It is important to note that though there are many practitioners in the State that have the ability to provide the services described within this RFQ, the review committee team will score SOQ submissions based on the instructions set forth in this RFQ to ensure an equal and objective selection process.

The following is a list of Expectations and Project Qualifications that the HLID team feels are prudent to perform the stewardship work. A timeline of work is provided in the Scope of Work section (Section 2.3).

2.2.1 Expectations of the Stewards

- A. Designated Project Manager and/or Core Team: The steward will designate a Project Manager and/or a Core Team upon application for stewardship. These individuals will be primarily responsible for work performed by the selected steward under the Memorandum of Agreement (MOA). The Project Manager and/or Core Team must be able to demonstrate how Project Qualifications (Section 2.2.2) will be met when applying for steward by completing Attachment A.
- B. Scope of Work and the OHA/Steward MOA: Once selected, stewards will create a Scope of Work in collaboration with HLID and enter into a Memorandum of Agreement with the OHA to solidify the Scope. The Scope of Work will focus on the execution of the Stewardship Management Plan (SMP), a Business Plan, liability insurance acquisition, and interim cultural site maintenance procedures. The MOA will also ensure that the stewards will collaborate with HLID where necessary to enable permits and the execution of a Use & Occupancy Agreement. Scope of Work enforcement and compliance will also be detailed as terms set in the MOA.
- C. Planning: A **Stewardship Management Plan** and a **Business Plan** are necessary to acquire permits and a Use & Occupancy Agreement with HDOT to enable activities at the HLID Project Area. Crafting of these plans will take place during the “Pre-Permitting Work” and “EA/Permitting” parts for each respective Project Area (see Section 2.3 for specific time frames). Generally this duration will be 18 to 21 months. Site visits may be necessary during this time, but the stewards will not be expected to do any physical work at the sites at least until the “Pre-Permitting Work” is completed. Details can be worked out in the MOA.

Access, maintenance, safety protocol, and cultural/educational activities are to be carried out in accordance with the **Stewardship Management Plan (SMP)**. This SMP will be a collaborative document constructed by HLID and the stewards. The SMP will detail compliance necessary to take care of the archaeological sites, access terms (inclusive of ADA access methods), cultural/educational programs, safety protocol for dealing with emergency situations, and basic site and building maintenance. The SMP will be crafted with an emphasis on Hawaiian core values and the Vision set for each Project as described in the 2008 IDP. Although the IDP establishes a Vision for the site, the stewards will be open to alternative interpretations that other cultural practitioners may have. Educational programs developed in the SMP will detail how this open/collaborative approach will be instituted. Instructions in the SMP will also be inclusive of requirements detailed in the site Preservation Plan. The Preservation Plan will be completed by an archaeologist and paid for by HLID to ensure proper care of the archaeological sites.

Stewards will also need to complete a **Business Plan** to show financial stability and means to take care of the Project Area. For Luluku, this plan is also required

by the Department of Health for water permits necessary to divert stream water from Luluku Stream into agricultural terraces.

- D. Liability Insurance: Liability Insurance will be required to be obtained by the stewards by the end of the “Pre-Permitting Work” part of the Project. This will be between 6 to 9 months after the execution of the MOA. This agreement will be part of the MOA. OHA will not provide liability insurance for the selected steward at any time. See Section 5.19 of this RFQ for exact amounts and types of coverage to be obtained by the selected steward. Stewards will not be permitted on HDOT property unattended without current liability insurance and HDOT approval.
- E. Interim Cultural Site Maintenance and Helping with Rehabilitation: During the course of “EA/Permitting” part of the Project, stewards may be able to assist with maintaining vegetation cleared by the archaeologist during the Condition Assessment of the site. Specific clearing plans and a schedule will need to be completed and submitted to HDOT for approval prior to any on site vegetation maintenance. This will be entitled the “**Interim Cultural Site Maintenance Plan.**” During the “Construction” part of the Project, the stewards are expected to participate in the active rehabilitation of the ancient stone archaeological features with the Master Masons. The Masons will be responsible for ensuring that the stewards comply with necessary Occupational Safety and Health Act (OSHA) compliance when working. The Masons will also be responsible for clearing vegetation around the cultural sites during construction. The stewards are expected to assist maintaining the cleared vegetation condition once vegetation is removed. Details for these tasks will be collaboratively constructed between HLID and the steward when crafting the Scope of Work. HDOT may have additional requirements prior to the enabling of interim cultural site maintenance.
- F. Use & Occupancy Agreement: With a Stewardship Management Plan and a Business Management Plan completed, the stewards will effectively be able to detail to HDOT their activities, maintenance, and financial stability. These factors, including risk, will be considered in the terms and issuance of a Use & Occupancy Agreement (U&O) with HDOT. Stewards will apply for a U&O with HDOT towards the end of the “Construction” part of the Project. Once the U&O is executed and the HLID Project is complete, the stewards will solely be responsible for Luluku Project Area and any built structures. Continued use of utilities will be the financial responsibility of the stewards once the U&O is executed and the HLID Project is complete. All activities and maintenance at the site will be governed by the SMP and Business Management Plan.
- G. Consortium: The HLID team would like to see the selected steward work with other like stewarding entities or organizations in the same ahupua‘a for a more collaborative approach to stewarding the sites if possible. There are no specific stewarding entities or organizations in mind to participate in the consortium. The Steward should actively engage (i.e.: meetings, discussions) other stewarding like entities within the ahupua‘a during the Construction part of the project. Ideally, the steward would enter into their own agreements with other stewarding entities

or organizations for use of the Project Area. These agreements are expected to take place after the U&O is completed with HDOT. The U&O will have its own terms and procedures that will govern how the steward may enter into agreements with other like stewarding entities. See Attachment D for a sample diagram showing one possible Stewardship Consortium model.

2.2.2 Project Qualifications

In order to effectively carry out the expectations of the project, stewards are expected to demonstrate the following experience when submitting their SOQ packet: (Attachment A is designed to guide the Submitter in demonstrating the below categories for stewardship qualification.)

- Knowledge of Culture
 - Demonstrates a high degree of Hawaiian cultural acumen (can be displayed via participation in cultural arts, practices, or a degree in Hawaiian Studies)
 - Demonstrated ability to work with Cultural Practitioners
 - Demonstrated ability to use Hawaiian Language
- Knowledge of Place
 - Demonstrates a connection to Project Area
 - Demonstrated experience of caring for cultural sites and areas
 - Demonstrates knowledge of mo'olelo pertaining to the Project Area
 - Demonstrated knowledge of Land Commission Awards (LCAs) or Royal Patents (RPs) awarded in the Project Area
 - Demonstrates ability to ensure that all employees are knowledgeable about the site and appropriate cultural processes associated with that site
- Fiscal Acumen and Ability
 - Demonstrated experience preparing and managing a budget
 - Demonstrated experience crafting a business plan (5 to 10 year)
 - Demonstrated ability to apply for and receive grants
 - Demonstrated ability to appropriate funds outside of grants (i.e., revenue generation, partnerships, fundraisers)
 - Demonstrates ability and understanding of providing liability insurance for organization personnel and visitors under the supervision of the organization
- Organization and Management
 - Demonstrates a clear organizational structure with specific job roles and descriptions
 - Demonstrates a method of work compliance and maintaining daily operations
 - Demonstrates that a person within the organization has the ability to perform CPR (Cardiopulmonary Resuscitation)

- Demonstrates experience with providing access and alternative experiences for handicapped individuals
- Demonstrates an ability to work collaboratively with other similar organizations and individuals
- Demonstrates a means to allow for employee capacity building or training
- Community Oriented
 - Demonstrates ability to be respectful of community members
 - Demonstrates experience with community engagement
 - Demonstrates experience working with Kūpuna
- Education
 - Demonstrates ability to teach from multiple age ranges
 - Demonstrates ability to perform research
 - Demonstrates ability to integrate Hawaiian culture and values into educational programs
 - Demonstrates ability to integrate Hawaiian language into curriculum

2.3 SCOPE OF WORK

A Scope of Work (Scope) will be developed by the selected stewards and HLID prior to execution of the MOA. The Scope will detail how steward Expectations (Section 2.2.1) will be met and how responsibilities will be carried out. The Scope will be designed in a way to satisfy the necessary requirements for obtaining a U&O with the land owner, HDOT. The development of the Scope will be a collaborative process; intuitively, it makes sense to have stewards be part of the crafting of the Scope since they will be responsible for carrying out the work without monetary compensation from the OHA, HDOT, or FHWA. The Scope will also be subject to review by HDOT and FHWA.

The steward's Scope will be categorized into three parts: 1) Work to be completed during Pre-Permitting; 2) Work to be completed during Environmental Assessment (EA)/Permitting; and 3) Work to be completed during Construction. HLID will be responsible for any construction and permitting costs that may take place. However, the stewards will be needed during the Pre-Permitting Work to obtain permits as some permits require a demonstration of maintenance and business stability prior to the issuance of the permit. HLID is to absorb all permitting costs. In the event revisions are required during Permitting, the steward will be expected to contribute to the revisions as needed. Liability Insurance acquisition should be obtained by the end of "Pre-Permitting Work". Interim site maintenance may be initiated at the end of the Pre-Permitting Work part of the Project depending on need and the terms set in the MOA. By the time the EA/Permitting part of the Project is completed, it is expected that the Stewardship Management Plan and Business Plan will be completed.

During "Construction", the stewards may be invited to participate in the work being performed by the Cultural Master Masons (CMM). The CMM will be repairing ancient stone archaeological sites and clearing all vegetation necessary to enable rehabilitation. If the stewards do work with the CMM, the responsibility for OSHA compliance will be the responsibility of the

CMM (or Prime Construction Contractor), not the stewards. CMM construction work will start upon issuance of a Notice to Proceed (NTP).

Projected Completion Time (Luluku): Projected (estimated) HLID Project timeframe for Luluku:

	Pre Permitting Work	EA/Permitting	Construction
CMM Schedule	273 working days from CMM NTP	633 working days from CMM NTP	1453 working days from CMM Notice to Proceed
Anticipated Tasks for Steward by CMM Phase	<ul style="list-style-type: none"> • Steward Management Plan • Business Plan • Liability Insurance Acquisition • Interim Cultural Site Maintenance Plan 	<ul style="list-style-type: none"> • Interim Site Maintenance 	<ul style="list-style-type: none"> • Assist with or observe CMM rehabilitation work • Apply for U&O with HDOT • Obtain U&O with HDOT • Stewardship Consortium Meetings

Note: Any Plan developed will require HDOT approval. In order for stewards to participate in CMM rehab work, they must comply with the CMM’s procedures for OSHA compliance.

*CMM Notice to Proceed (NTP): This may be directly issued to the Master Masons by OHA if they are contracted directly by OHA. However, Master Mason work may also be subcontracted under a Prime Contractor who is contracted by OHA. If the work is sub-contracted, the NTP issued by the Prime to the Master Mason sub-contractor will suffice as the CMM NTP. In the event no CMM is contracted, HLID will substitute an appropriate start date to use in lieu of the CMM NTP date. Should a Mason contract not occur, an alternate starting point may also be selected at the time the MOA is being negotiated.

2.4 PROJECT AREA BRIEF DESCRIPTIONS

LULUKU PROJECT AREA

The Luluku Project Area consists of two locations: “Parcel 20” and the “Teardrop” (see Attachment B, Project Descriptions, for exact locations, TMKs, and maps). The “Parcel 20” location is planned to host Administrative steward functions while the “Teardrop” location will host the cultural and educational programs to be conducted by the stewards.

“Parcel 20” can be accessed via the Ho’omaluhia Garden Access Road. The road is gated and operated by the City & County of Honolulu. The gate is open and closed at specified times (posted on the Department of Land and Natural Resources website) to allow public access to the botanical garden. Should additional hours for access be needed by the steward, a separate agreement will have to be made with the City & County of Honolulu. Additional permission may be needed from HDOT if additional access hours are not previously addressed in the Use & Occupancy agreement. HLID is willing to assist the stewards in this process during the Permitting phase of the project.

In its entirety, Parcel 20 is 10.9 acres in size. However, the exact area in which the steward will manage and care for will be negotiated during the Pre-Permitting phase of the HLID Project. The size will likely be less and limited to areas where contemporary structures may be built and where farming is designated. HLID may construct the following structures to support steward activities: an Administrative Center (2000 sq. ft.), a plant nursery, a storage area, and a parking area. Any structures are to be used strictly to support steward functions as detailed in the Stewardship Management Plan unless other arrangements are made with HDOT in a Use & Occupancy Agreement. The Administrative Center will be hooked up to plumbing (sewage and water) and electricity utilities. These structures (if built) will be made available to the stewards to conduct and arrange educational/cultural programs. However, all structures (inclusive of utility monthly costs) are to be maintained by the stewards after the HLID Project is completed unless other arrangements are made with the OHA. Particular areas in Parcel 20 will also be specifically designated for farming.

To limit the amount of traffic going to the cultural sites in the “Teardrop” location, it is planned for stewards to allow visitors to park at Parcel 20, but car pool or walk with a designated vehicle or guide to the “Teardrop” location. Currently, there is a walking trail and access road on Ko’olau Land Partners (KLP) property that HLID utilizes to access the sites. HLID currently has a verbal agreement with the resident land manager for KLP property to allow access over these access points. During the Pre-Permitting and Permitting Phase, HLID will try and obtain written access agreement to formally allow stewards to use the trail and/or access road.

The cultural sites to be stewarded in the “Teardrop” location are SIHP#50-80-10-: 1887, 1905, 1900, and 1895. Only Areas 1, 2, 3, and 7 of Site 1887 will be utilized for agricultural purposes, while all other areas and sites will be passively preserved. Passive preservation will consist of vegetation and litter maintenance. Interpretive signs for each site may also be installed by HLID.

The area to be stewarded in the “teardrop” is just under 10 acres. Due to the large size of the sites, stewarding and care can be broken up into phases. Details for such phasing are to be included in the SMP.

In the “teardrop”, the following areas of cultural site SIHP# 50-80-10-1887 will be rebuilt and repaired by the CMM: 1, 2, and 7. Area 3 will have design plans made by the CMM, but it will be up to the stewards if they would like to implement those designs in the future. Area 3 work will be subject to SHPD approval. Overtime, it is anticipated that all these areas can be opened up for active agriculture as these areas were primarily used for agricultural terracing in ancient times.

	Area of Repaired Sites (Acres)
Area 1	.6
Area 2	1.9
Area 3 (design only)	2.29
Area 7	.1
	Total Area: 4.89 Acres

CMM hired by HLID will also initiate the first taro planting cycles for Areas 1 and 2 as described in their Scope of Work. Optimally, taro will be spaced out at 18 feet between rows and 30 feet within rows for a maximum yield of 14,250 taro plants to fill a maximum of 1.25 acres of lo'i (wetland terrace). Plan View drawings detailing what will be repaired can be found in Attachment C, “Cultural Master Mason Archaeological Rehabilitation Areas”. The stewards will be able to harvest this taro for profit or consumption. The sale of taro is not to take place on HDOT property.

A small area within the buffer zone of Site #1887 and near Site #-1897 at the Northeast portion of the “teardrop” has an old dump of cars and miscellaneous materials (i.e.: refrigerators, metal containers) left behind by illegal dumping that may have taken place during the 1970s and 1980s. As part of HLID’s work, HLID will have a HAZMAT Assessment done for the area. The Assessment will also detail mitigation and quarantine actions. This information will be made available to the stewards. Should it be too costly to clean the area, the area will be quarantined by HLID during the construction phase and remain quarantined unless future mitigation efforts can remove the hazardous materials.

END OF SECTION

Section 3

Statement of Qualifications Format and Content

3.1 INTRODUCTION

One of the objectives of the RFQ is to make the Statement of Qualifications (SOQ) review process easy and efficient, while giving Submitters ample opportunity to highlight their qualifications. When a Submitter submits a SOQ, it shall be considered a complete set of qualifications necessary to satisfy the qualification requirements described in this RFQ.

3.2 SOQ PREPARATION

Submitters shall prepare a written SOQ in accordance with requirements of this SECTION for the Luluku Project Area. Attachment A (Submitter Statement of Qualifications Form) shall be used to guide the Submitter in this process. Only the top 3 scoring Submitters for Luluku from the Prequalification step that will be invited for discussions.

SOQs shall include all data and information specified/requested to qualify Submitters for evaluation and consideration for stewardship. Non-compliant or incomplete Attachment A forms may be deemed sufficient cause for disqualification of a SOQ.

Prepare the SOQ packet per the requirements in Paragraphs 3.7. The top three (3) scoring Submitters for Luluku will then be invited for discussion. Submitters must attend the agreed upon meeting date for discussions or they will be disqualified from the stewardship selection process. The development of overly elaborate SOQs and presentation material, not required and/or related to RFQ requirements, is highly discouraged.

3.3 COSTS FOR SOQ PREPARATION

Any and all costs incurred in the development of the SOQ, i.e., preparing and submitting, on-site visits, pre-qualification conference attendance, travel and lodging, etc. shall be the sole responsibility of the Submitter.

3.4 DISQUALIFICATION OF SOQs

The OHA reserves the right to consider as acceptable only those SOQs submitted in accordance with all requirements set forth in the RFQ and which demonstrate an understanding of the Project expectations. **Any SOQ offering a different set of terms and conditions contradictory to those included in the RFQ may be disqualified without further notice.** The OHA reserves the right to ask for clarification of any item in the SOQ.

A Submitter will be disqualified and the SOQ automatically rejected for any one or more of the following reasons:

- Proof of collusion among Submitters, in which case all SOQs involved in the collusive action will be rejected.
- The SOQ shows any noncompliance with applicable law.
- The SOQ is conditional, incomplete, or irregular in such a way as to make the SOQ incomplete, indefinite, or ambiguous as to its meaning.
- The SOQ has any provision reserving the right to accept or reject steward selection, or to enter into a Memorandum of Agreement (MOA), or provisions contrary to those required in the solicitation.

3.5 SUBMISSION OF SOQs

SOQ packets are to be submitted in a sealed envelope to the Office of Hawaiian Affairs. If a Submitter for Luluku is found to be qualified and ranked amongst the top three (3) Submitters, they will be notified and asked to proceed with the Discussion portion of the selection process. Submitters who fail to pass the SOQ will also be notified. One MOA for Luluku will be executed after the selected stewards negotiate a Scope of Work with HLID.

See mailing addresses, requirements, deadlines, and timeframe for submission of SOQ packets and Discussions in: Section 1.10: STEP 1: STATEMENT OF QUALIFICATIONS PACKET SUBMITTAL; Section 1.11: STEP 2: DISCUSSIONS.

3.6 PUBLIC INSPECTION

SOQs shall not be opened publicly, but shall be opened in the presence of two or more the OHA officials. The register of SOQs and Submitter's SOQs shall be open to public inspection after the Memorandum of Agreement for Luluku is executed.

Submitters shall request in writing nondisclosure of designated trade secrets or other proprietary data to be confidential. Such data shall accompany the SOQ and shall be readily separable from the SOQ in order to facilitate eventual public inspection of the non-confidential portion of the SOQ. The OHA cannot guarantee that designated data will be kept confidential. Submitters may not designate the entire SOQ as confidential.

All SOQs and other material submitted by Submitters become the property of the OHA and may be returned only at the OHA's option.

3.7 STATEMENT OF QUALIFICATIONS

The State of Qualifications (SOQ) information shall be submitted as a single package and include the following three (3) items:

1. COVER PAGE
2. STATEMENT OF INTEREST
3. SUBMITTER STATEMENT OF QUALIFICATIONS FORM
(Attachment A)

3.7.1 Cover Page

Cover page shall clearly identify: the words “Statement of Qualifications”; the words “Steward for Hālawā-Lulukū Interpretive Development Project”; the words “Project Area (Lulukū)”; the date and time of the submittal deadline; Submitter’s name, contact information (including email address), and address; and number of pages (including cover) in SOQ.

3.7.2 STATEMENT OF INTEREST

The statement of interest must contain sufficient information to familiarize reviewers with the Submitter’s interest in the project, as well as their ability to satisfy the SOQ requirements and Expectations of this Project. The statement of interest should not exceed one page in length. The statement of interest shall contain the name, address, phone number (office and cell), e-mail address, and fax number of the Submitter’s Point of Contact (POC) for the Project. This POC must be available to answer questions regarding the contents of the SOQ packet and be responsible for transmitting and receiving information if necessary.

3.7.3 Submitter Statement of Qualifications Form (Attachment A)

Please fill out the Submitter Statement of Qualifications (SOQ) Form (Attachment A) and provide necessary supplemental materials to the best of your ability. Questions in this Attachment have an emphasis on how Submitter will meet “Project Qualifications” detailed in Section 2.2.3 of this RFQ.

3.8 DISCUSSIONS

After the SOQs are scored, the top three (3) Submitters for Lulukū will be invited for Discussions separately. The designated Project Manager and/or Core Team will be required to attend the discussion. Should a Submitter decline to attend or miss their assigned Discussion date without notification, their decline will represent a withdrawal from the stewardship selection process. Subsequently, the OHA will invite the next ranked Submitter on the list to ensure that at least three (3) candidates are interviewed. However, the OHA does reserve the right to interview less than three candidates should less than three candidates apply or wish to continue with the Discussion portion of the selection process.

During the Discussions, the Submitter will have a chance to explain their experience and knowledge of and/or attachment to the Project Area. Submitters will be encouraged to highlight: their passion for stewardship; their ability to kū’e (stand up) for the protection of cultural sites within the parameters of Federal and State laws; how they integrate Hawaiian cultural values (i.e.: Aloha ‘āina, Mālama) into their work; and their level of Hawaiian cultural acumen. During the Discussion, Submitters will be asked about how they feel about the Expectations of the project and whether or not any alterations need to be made to such Expectations.

END OF SECTION

Section 4

Evaluation Criteria and Steward Selection

4.1 INTRODUCTION

The following conditions apply to this RFQ:

- Only those SOQ packets that substantially meet all of the terms, conditions, and requirements specified in this RFQ shall be considered. All other SOQs shall be considered non-responsive and shall not be included in the evaluation and selection process;
- Inclusion of additional terms, conditions, and/or agreements with the SOQ shall result in rejection of the SOQ;
- SOQ must be valid and irrevocable for 60 days after the due date and time to allow the OHA time for adequate evaluations;
- The OHA is committed to making a fair and impartial evaluation of all SOQs received;
- The OHA shall select a steward for the Luluku Project Area and enter into a Memorandum of Agreement with the Submitter who is most advantageous to the OHA for the particular Project Area they have applied for, based on the evaluation criteria listed below:

4.2 SOQ REVIEW COMMITTEE

A review committee shall be designated by the OHA to perform all evaluation requirements. The committee will be composed of individuals with experience in, knowledge of, and program responsibility for the requirements identified in this RFQ. The Review Committee reserves the right to request information (from Submitters) to clarify the Submitter's SOQ packet.

The Review Committee will designate a single individual on the committee as Reference Verifier to conduct the reference verification during the written SOQ evaluation. All references will be asked the same series of questions (see Attachment E: Reference Verification Form) by the designated Review Committee Reference Verifier. All answers provided by each reference will be recorded on Attachment E. One Reference Verification Form will be filled out for each Submitter. Copies of the completed Attachment E will be distributed to the rest of the Review Committee to be evaluated as part of each Review Committee member's SOQ Evaluation Criteria Scoring Form (see Section 4.4).

4.3 EVALUATION STEPS

Evaluation will be conducted in the following steps:

- Step 1 – Statement of Qualifications
- Step 2 – Discussions

4.3.1 Step 1 – Written Statement of Qualifications

SOQ responsiveness shall be based upon a point system and evaluated in accordance with the “SOQ Evaluation Criteria Scoring Form” in Section 4.4 of this RFQ for Luluku. The purpose of this Step is to determine whether a Submitter is sufficiently responsible and responsive to RFQ qualification requirements to permit a complete evaluation. The top three (3) Submitters in this step for Luluku will be recommended to proceed to the Discussion portion of the evaluation process.

Any SOQ packets which do not have all of the mandatory requirements (see Part 1 of Section 4.4) may be excluded from any further consideration. A minimum score of 70% is required to be considered for stewardship. The selected steward shall notify HLID in writing of any proposed changes to the designated Project Manager and/or Core Team in the SOQ package. These individuals will not be replaced on the HLID Project without the prior written approval of HLID. The changes will only be approved if the replacement Project Manager and/or Core Team are equally qualified or more qualified than the original personnel.

4.3.2 Step 2 – Discussions

The top three (3) Submitters for Luluku will be invited to the Discussion portion of the steward selection process. The Project Manager and/or Core Team must attend at the agreed upon meeting time. Should the Submitter decline to attend or miss the appointment without any notification, the Submitter may be disqualified from further consideration. The Discussion portion will allow the evaluation team to meet the Submitter and engage in a conversation regarding the stewardship of the Project Area. The Discussion will be scored based on five equally weighted twenty (20) point categories for a total of 100 points. Totals from each of the four evaluators will be added up and averaged. .

4.3.3 Recommendation for Stewardship

The Average Written Score from Step 1 and the Average Discussion Score from Step 2 will be combined together to produce a Final Score. The Submitter with the highest Final Score for Luluku will be recommended for steward by the review committee.

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4.4 STATEMENT OF QUALIFICATIONS (SOQ) EVALUATION CRITERIA SCORING FORM

Submitter: _____

Evaluator: _____

Date: _____

Notes

Part 1: Mandatory SOQ Requirements (part of Attachment A)	
Absence of any “required” items will automatically disqualify the Submitter from further consideration	
	Yes or No
Designated Project Manager and/or Core Team	
Resume(s) provided for Project Manager and/or Core Team	
Submitter acknowledges Project Expectations (signed by Project Manager and/or Core Team)	
Pass or No Pass: _____	

Part 2: SOQ Completeness			
Note: Singular points are awarded for “Yes” unless specified			
Points	Proposal Task	Yes or No	Score
1	Cover Page included per instructions		
1	Statement of Interest included per instructions		
1	Submitter SOQ Form (Attachment A) filled out per instructions		
Completeness Total: _____ of 3			

Part 3: Project Qualifications		
Category: Knowledge of Culture		
Points	Qualification	Score
0: No cultural practice/art or collegiate level Hawaiian courses 1: Studies or participates in a Hawaiian cultural art or practice; or taken up to five years of collegiate level Hawaiian Studies courses. 2: 5 to 10 years participating in or studying a Hawaiian cultural art or practice; or has a collegiate Undergraduate degree in Hawaiian Studies. 3: 10 plus years participating in or studying a Hawaiian cultural art or practice; or has a graduate level collegiate degree in Hawaiian Studies	Degree of Hawaiian cultural acumen	
0: No references provided 1: References or proof of collegiate work provided 2: References confirmed with Positive review; or degree verified to be from an accredited University	Reference provided verifying years of experience in cultural arts or practice; or supplies proof of collegiate level course work (i.e.: degree or unofficial transcripts)	
0: No experience 1: Up to 2 years of experience working with practitioners, plus description of activity 2: 2 to 5 years of experience working with practitioners, plus description of activity. 3: 5 plus years of experience with cultural practitioners plus description of activity	Experience working with Hawaiian cultural practitioners	
0: No references provided 1: References provided 2: References confirmed with Positive Review	Reference provided verifying years of experience working with cultural practitioners	
0: No ability 1: Basic knowledge of greetings or words 2: Able to understand, but unable to converse 3: Fluent Competency	Ability to use Hawaiian Language	
0: No references provided 1: References provided or Transcript (all passing grades in Hawaiian) 2: References confirmed with Positive Review or provides copy of Hawaiian Language degree	Reference provided verifying level of Hawaiian language proficiency; or, supplies copy of Hawaiian language degree; or, if degree was not obtained, supplies a transcript for collegiate courses taken.	
Culture Category Total: _____ of 15		

Category: Knowledge of Place		
Points	Qualification	Score
0: No connection 1: Has family members that live in the same ahupua'a 2: Lives or has Hui location in the same moku (district) but not same ahupua'a 3: Lives or has Hui location in the same ahupua'a	Connection to Project Area (Residency to be confirmed by name on: Mortgage documents or property deed; Apartment or home lease; Utility Bills; Driver's License; Voter Precinct Identification; Automobile Registration; or notarized statement from family or friend.)	
0: 0 to 2 years of experience 1: 2 to 4 years of experience 2: 5 to 6 years of experience 3: 6 plus years of experience	Years of experience caring for Hawaiian cultural sites or areas	
0: No references provided 1: References provided 2: References confirmed with Positive Review	Reference provided verifying years of experience caring for Hawaiian cultural sites or areas	
0: No story or history provided 1: Provides mo'olelo relating to the ahupua'a, but does not tie it to the project area. 2: Provides mo'olelo relating to project area, but does not relate it to the ahupua'a or moku. 3: Provides mo'olelo related to project area and shows how it connects to the ahupua'a and moku or mokupuni	Demonstrates knowledge of mo'olelo or oral history about project area (ahupua'a, moku, and mokupuni must be referred to by name in order for points to count)	
0: No recognition as a Cultural Descendant 1: Verified as a Cultural Descendant in same moku (but not a neighboring ahupua'a) 2: Verified as a Cultural Descendant in neighboring ahupua'a that is within the same moku. 3: Verified as a Cultural Descendant for ahupua'a of Project Area	Cultural Descendant verification [if Submitter is a Cultural Descendant of an ahupua'a, please provide proof of being a cultural descendant with a SHPD verification letter or OIBC Minutes]	
0: No site specific cultural or historical proficiency requirements 1: Only site specific leaders/teachers required to know mo'olelo about site and/or cultural protocol 3: All teachers/leaders required to know mo'olelo about site and/or appropriate cultural protocol	Cultural or historical proficiency about project site requirements for Hui teachers or leaders (i.e.: employees or volunteers).	
Place Category Total: _____ of 17		

Category: Fiscal Acumen and Ability		
Points	Qualification	Score
0: No experience 1: Has experience managing or creating a single budget 2: Has experience managing or creating budgets from multiple projects 3: Has experience managing or creating multiple budgets and has listed Project Name, Year, and Dollar Amount for budget or budgets listed	Demonstrates experience preparing and managing a budget	
0: No experience 1: Provides sample or citation of a singular Business Plan 2: Provides samples or citations of multiple Business Plans	Demonstrates ability to develop a 5 to 10 year Business Plan	
0: No ability 1: Working knowledge of grant application process 2: Provides proof of a successful grant application 3: Provides proof of multiple successful grant applications	Demonstrates ability to apply for and receive grants	
0: No experience in this area 1: Has experience with organizing fundraisers and/or partnerships; Or product based revenue generation 2: Has experience with organizing fundraisers and/or partnerships, and product based revenue generation	Demonstrates ability to appropriate funds outside of grants (i.e.: revenue generation, partnerships, fundraisers)	
0: No experience or understanding 1: Has experience with or understanding of liability insurance 2: Shows proof of prior or current certificate of insurance or provides a verified reference	Demonstrates ability to or understanding of providing liability insurance for organization personnel and visitors under the supervision of staff	
Fiscal Acumen and Ability Total: _____ of 12		

Category: Organization and Management		
Points	Qualification	Score
0: No organization or structure provided 1: Company Organizational chart provided 2: Company Organizational chart provided with short descriptions of each job position 3: Company Organizational chart provided with clearly identified key positions and short job descriptions for each position (resumes must be provided for each key position identified)	Demonstrates clear organizational structure with specific job roles and descriptions. Please identify key positions (for each key position, please provide resumes for each individual)	
0: No methods of compliance and enforcement 1: Use of verbal methods only 2: Has a Standard Operating Procedure or manual describing work flow for daily operations	Demonstrates methods of efficient work flow and daily operations	
0: No CPR certification requirements 2: Requires at least one on-site employee to have current CPR certification 3: Requires multiple on-site employees to have a current CPR certification	On site requirements for CPR certification	
0: No experience 1: Understands ADA requirements, but has not had practical experience 2: Has experience complying with ADA requirements for handicapped or elderly individuals (description of experience must be provided)	Demonstrates experience providing access and alternative experiences for handicapped or elderly individuals	
0: No experience in collaboration 1: Provides a single example of coordinating or participating in a collaborative stewardship project 2: Provides multiple examples of coordinating or participating in collaborative stewardship projects	Demonstrates ability to work collaboratively with other organizations or individuals (for all collaborations or partnerships, the name, project, and contact information must be provided in order for points to count)	
0: No experience 1: Has a training program for employees 2: Has multiple training programs for employees (i.e.: cultural, professional development)	Demonstrates ability to allow for employee capacity building	
Organization and Management Category Total: _____ of 14		

Category: Community Outreach		
Points	Qualification	Score
0: No experience 1: Up to 2 years of experience 2: 2 to 5 years of experience 3: 5 plus years of experience	Years of experience working with Native Hawaiian communities	
0: No experience 1: Up to 2 years of experience 2: 2 to 5 years of experience 3: 5 plus years of experience	Years of experience working with kūpuna	
0: No references provided 1: References provided 2: References confirmed with Positive Review	Reference provided verifying years of experience working with kūpuna	
0: No experience 1: Has organized a public or community meeting 2: Has organized multiple public or community meetings	Demonstrates experience organizing public and/or community meetings	
0: No references provided 1: References provided 2: References confirmed with Positive Review	References provided verifying that public and/or community meetings were facilitated in a respectful manner	
Community Outreach and Work Experience Category Total: _____ of 12		

Category: Educational Programs		
Points	Qualification	Score
0: No integration 1: Provides a list of which Hawaiian values are integrated into educational program (with English translation meaning) 2: Provides a list of which Hawaiian values are integrated into educational program and sample/example lesson plan	Demonstrates ability to integrate Hawaiian core values into educational programs	
0: No integration 1: Integrates Hawaiian Language 2: Integrates Hawaiian Language and requires teachers or kumu to have prior experiencing teaching Hawaiian Language or level of Hawaiian language proficiency 3: All of the above, but also supplies a sample/example lesson plan	Demonstrates ability to integrate Hawaiian language into educational programs	
0: No experience 1: Up to 2 years of experience 2: 2 to 5 years of experience 3: Over 5 years of experience	Demonstrates experience implementing and arranging educational programs.	
0: No references provided 1: References provided 2: References confirmed with Positive Review	Reference provided verifying years of experience implementing and arranging educational programs	
0: No demonstration provided 1: Acknowledges doing research that does not require a report 2: Has completed a report or reports and provides citation information 3: All of the above, and provides example of completed research (i.e.: report, thesis, synthesis, literary review)	Demonstrates ability to perform research	
0: No experience with educational programs 1: Works with students in a singular age range 2: Works with students in multiple age ranges	Provide the age range of different students that have participated in an educational program arranged and implemented by you.	
Education Programs Category Total: _____ of 15		

Summary of Scores			
Part 1: Mandatory Requirements met? (pass/ no pass/ comment)	Pass or No Pass (circle one)		
	Subtotal SOQ Scores	Multiplier	Subtotal with Multiplier Score
Part 2: SOQ Completeness Score		x1	
Part 3: Qualifications			
Knowledge of Culture		x2	
Knowledge of Place		x2	
Fiscal Acumen and Ability		x1	
Organization and Management		x1	
Community Outreach		x1	
Educational Programs		x1	
			SOQ Total Score _____ of 120 <i>(Part 2 + Part 3)</i>

SAMPLE SOQ SCORING MATRIX

Note: Actual number of review committee members may vary from what is shown below.

Category: Steward Selection

Project: Hālawā-Luluku Interpretive Development Project (Interstate H-3 Mitigation)

Area: Luluku

Evaluators: _____

Applicant		Overall SOQ Score Totals			Combined Score (Eval 1 + Eval 2 + Eval 3)	Rank
		Eval 1	Eval 2	Eval 3		
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

4.5 EVALUATION OF SOQ PACKET

If any required items listed in Section 4.4 of this RFQ are missing, the Submitter may be disqualified from further consideration.

The maximum number of points available for the SOQ Packet is one hundred and twenty (120). The evaluation criteria are assigned a value, as determined by OHA. Some categories are worth more points than others while some categories contain a point range based on information supplied. Greater numbers of points are typically awarded to those that display greater levels of experience and a Native Hawaiian cultural sensitivity/understanding.

SOQ Packet scores will then be ranked based on the Average Score (Average Score = Combined Score/Number of evaluators) of all evaluators. The Submitter’s Average Scores must be at least by 70% for further considerations. The top three applicants for Luluku with scores at or above 70% will be invited to participate in Step 2 of the RFQ process, Discussions.

4.6 DISCUSSION EVALUATION CRITERIA AND FINAL SELECTION

Taking into consideration the SOQ and the discussions, the Submitter will be evaluated on the following five (5) categories: 1) passion for stewardship; 2) ability to kū'e (stand up) for the protection of cultural sites; 3) integration of the Hawaiian value, Aloha 'āina, or the importance of Kupa 'āina into their work; 4) understanding of the Expectations of the Project; and 5) a connection to the Project Area. Each category is weighted equally at 20 points each for a total maximum number of one-hundred (100) points.

Discussion Scoring Criteria	Maximum Points (100)
1. Passion for stewardship and caring for cultural sites.	20
2. Ability to kū'e (stand up) for the protection of cultural sites.	20
3. Plan to integrate the Hawaiian value of Aloha 'āina or the importance of Kupa 'āina into their work.	20
4. Understanding of the Project Expectations.	20
5. Connection to the Project Area.	20
TOTAL POINTS	100

SAMPLE DISCUSSION SCORING MATRIX

Note: Actual number of review committee members may vary from what is shown below.

Category: Steward Selection

Project: Hālawā-Lulukū Interpretive Development Project (Interstate H-3 Mitigation)

Area: Lulukū

Evaluators: _____

Applicant	Overall Score Totals					Combined Score (Eval 1 + Eval 2 + Eval 3+ Eval 4 + Eval 5)	Discussion Average Score (Combined Score/5)	Rank
	Eval 1	Eval 2	Eval 3	Eval 4	Eval 5			
1								
2								
3								
4								

4.7 FINAL SCORING

After the written and discussion portion of the RFQ process is completed, the Average Written Score and Average Discussion Score will be added together to produce a Final Score. Final Scores scores will then be ranked. The review committee will then make a recommendation for steward of Luluku based on the FINAL SCORE for Luluku.

SAMPLE FINAL SCORING MATRIX

Note: Actual number of review committee members may vary from what is shown below.

Category: Steward Selection

Project: Hālawā-Luluku Interpretive Development Project (Interstate H-3 Mitigation)

Area: Luluku

Evaluators: _____

Applicant		Average Scores		Final Score (Written Average + Discussion Average)	Rank
		Written Average Score	Discussion Average Score		
1					
2					
3					
4					

END OF SECTION

Section 5

Additional Provisions

5.1 HDOT AND FHWA REVIEW

All documents (i.e., Stewardship Management Plan; Business Plan; Interim Cultural Site Maintenance Plan), proposed work, and work done by the stewards are subject to review and approval by the land owner, HDOT, and the primary funder, FHWA. This is inclusive of all collaborative work done with HLID under the MOA. Review by both HDOT and FHWA may necessitate deadlines to be adjusted depending on turn-around time. Any delays caused by HDOT and FHWA are not the responsibility of the steward and the steward will not be held accountable for the cause of such delays. However, adjustments may need to be made to any timeframes or deadlines specified within the MOA.

5.2 VEHICLE REGISTRATION, LICENSE, AND SAFETY CHECK

Any type of vehicle used by the stewards on HDOT property which requires insurance, licensure, and a safety check shall be in compliance with all necessary requirements of the law. Non-compliant vehicles will not be allowed on HDOT property. Should the steward violate this requirement, the steward will solely be held accountable for any violation expenses or punitive actions incurred. Failure to comply may also result in a termination of the MOA with the OHA.

5.3 INTERIM ACCESS PERMITS

The selected steward will be allowed to enter the Project Area under HLID's "District Permit" during Pre-Permitting, Permitting, and Construction portions of the HLID Project as they will be considered non-paid "sub-consultants" to HLID. Copies of these permits will be issued to the steward. The steward will be responsible for having these permits with them at all times when on HDOT property.

The purpose of the MOA with the OHA is to ensure that a U&O will be made between the steward and HDOT. Once the U&O is executed, Interim Access granted via the District Permits and the HLID Project will be terminated. The stewards will then maintain Project Area access per provisions in the U&O with HDOT.

5.4 COORDINATION AND PLANNING

The work performed under the MOA shall be coordinated with HLID's Project Coordinator, who will act as the MOA monitor and principal liaison between the steward and the OHA and who will assist in resolving policy questions, expediting decisions, and the review of the work performed.

It shall be the responsibility of the selected steward to maintain close and frequent communication with the Coordinator at all stages of the work required under this MOA. The

steward shall inform the Coordinator of all scheduled contacts made by the steward with public agencies or individuals on matters relating to work performed under this MOA.

The steward may be required to submit to the Coordinator upon request written progress reports on the planning process and/or any other information required by the Coordinator. The steward shall submit these reports in the appropriate formats and within the deadlines specified by the Coordinator.

The steward may be requested to discuss any work or reports with the OHA's Board of Trustees or Chief Executive Officer.

5.5 CHANGES IN PERSONNEL

The selected steward shall notify HLID in writing of any proposed changes to the designated Project Manager and/or Core Team listed in the SOQ package. These individuals will not be replaced on the HLID Project without written notification to HLID. The change should occur only if the replacement(s) of the Project Manager and/or Core Team can display that they are equally qualified or more qualified than the original personnel. Failure to do so could result in termination of the MOA and loss of appointment as steward.

5.6 RECORDS MAINTENANCE, RETENTION, AND ACCESS

The steward may elect to, in accordance with generally acceptable accounting practices, maintain fiscal records and supporting documents and related files, papers and reports that adequately reflect all direct and indirect expenditures and management and fiscal practices related to the steward's work under the MOA.

The steward should retain all records related to the steward's performance of services under the MOA at least THREE (3) years after the date execution of the MOA with the OHA, except that if any litigation, claim, negotiation, investigation, audit or other action involving the records has been started before the expiration of the THREE (3) year period, the steward should retain the records until completion of the action and resolution of all issues that arise from it, or until the end of the regular three-year retention period, whichever occurs later.

5.7 RESPONSIBILITY FOR ACCURACY, COMPLETENESS, AND ADEQUACY

The steward will be responsible and accountable for accuracy, completeness, clarity, and adequacy of the work performed including work performed by agents and employees and any subcontractors the steward may retain with the OHA's approval. The steward agrees to perform the work in a professional manner with a professional attitude that shall involve a personal desire to place the OHA's interest above other considerations and to accept the professional responsibility for the services to be rendered. As will be stipulated in the MOA, accuracy, completeness, and adequacy will be judged at the discretion of the Project Coordinator. Corrective procedures will be made on a case by case basis.

5.8 SUBCONTRACTS AND ASSIGNMENTS

The steward shall not subcontract, assign, or transfer any right, title, interest, duties or obligations or any services to be performed under the MOA, in whole or in part, without prior written consent and approval of the OHA. The OHA may condition any consent and approval upon such terms and provisions that the OHA may deem necessary.

5.9 INDEMNIFICATION AND INJURIES

The steward shall defend, indemnify and hold harmless the State of Hawaii and the OHA, its Trustees, officers, employees and agents, from and against any and all liability, loss, damage, cost, expense, including all attorneys' fees, claims, suits, demands and judgments arising, either directly or indirectly, out of or resulting from the errors, omissions or acts of steward or steward's officers, employees, agents or subcontractors occurring during or in connection with the performance of steward's services under the MOA. Furthermore, nothing herein contained shall excuse the steward from compliance with any State, Federal or County law, rule, regulation, or ordinance. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of the MOA.

The steward intentionally, voluntarily, and knowingly assumes the sole and entire liability for any of its agents and employees, and to third parties for all loss, cost, damage, or injury caused, either directly or indirectly, by stewards or steward's agents and employees in the course of their employment.

The steward waives any rights to recovery from the OHA or the State of Hawaii for any injuries that the steward or steward's employees or agents may sustain while performing services under the MOA and that are a result of the negligence of steward or steward's employees or agents.

Should the OHA or the State of Hawaii, without any fault on its part, be made a party to any litigation commenced by or against the steward, the steward shall, in connection with the MOA, pay all costs and expenses incurred by or imposed on the OHA or the State of Hawaii, including attorneys' fees.

5.10 CONFIDENTIALITY OF MATERIAL

Any information, data, report, record or material given to or prepared or assembled by the steward under the MOA shall be confidential and shall not be made available to any individual or organization by the steward without prior written approval of the OHA. This shall also include requests tendered to the steward by individuals and organizations pursuant to Chapter 92F, Uniform Information Practices Act, and Hawai'i Revised Statutes, as amended; provided however, that such documents that are otherwise by law made public, shall not be subject to this provision. In addition, no information data, report, record or material given to or prepared or assembled by the steward shall be used by the steward for his or her personal gain and/or for any other purposes, except those purposes explicitly stated in the MOA. A violation of this Section shall be a material violation of the MOA.

If it appears that steward has disclosed (or has threatened to disclose) information and or has used such information for purposes in violation of the MOA, the OHA shall be entitled to an

injunction to restrain steward from disclosing and/or using, in whole or in part, such information, or from providing any services to any party to whom such information has been disclosed or may be disclosed. The OHA shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

The confidentiality provisions of the MOA shall remain in full force and effect after termination of the MOA.

5.11 CONFLICT OF INTEREST AND DISCLOSURE

The steward represents that the steward or any employee or agent of the steward presently has no interest and/or has no interest in another company, corporation, partnership, joint venture, organization, or entity of similar type and nature, direct or indirect, which would conflict in any manner or degree with the performance of the services under the MOA. The steward promises that he/she shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services under the MOA.

The steward is required to disclose any outside activities or interests, including ownership or participation in any activity that conflict or may conflict with the best interest of the OHA. Prompt disclosure is required under this section if the activity or interest is related, directly or indirectly, to any activity that the steward may be involved with on behalf of the OHA.

The conflict of interest/disclosure provisions of the MOA shall remain in full force and effect for the entire duration of the MOA and/or extensions under the MOA.

5.12 RETURN OF RECORDS AND PROPERTY TO THE O.H.A.

Upon expiration or termination of the MOA, as provided hereinafter, the steward shall deliver and/or surrender all finished or unfinished documents, reports, summaries, lists, charts, graphs, maps, records, notes, data, memorandum, photographs, photographic negatives, videos, or other materials prepared by the steward and any discoveries, inventions or developments produced in whole or in part under the MOA (which shall become the OHA's property) together with all information, data, reports, records, maps, and other materials provided to the steward by OHA, to the OHA on or before the expiration date or date of sooner termination. The OHA shall have complete ownership of all material; both finished and unfinished that is developed, prepared, assembled, or conceived by the steward pursuant to the MOA. The OHA, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the steward pursuant to the MOA. The steward shall not be required, however, to deliver or surrender any licenses to proprietary software used in steward's normal course of business.

5.13 DISPUTES

Disputes shall be resolved in accordance with section 103D-703, HRS, and chapter 3126, HAR, as the same may be amended from time to time. To the extent not inconsistent with the above, the steward and the OHA also agree to the following.

NEGOTIATION: In the event of any dispute, claim, question, or disagreement arising out of or relating to the MOA or the breach, termination, or validity thereof, the OHA and the steward agree to use their best efforts to settle such dispute, claim, question, or disagreement. To this effect, upon notice of the dispute, claim, question or disagreement, the OHA and the steward agree to consult and negotiate with each other in good faith to reach a just and mutually satisfactory solution.

MEDIATION: If the OHA and the steward do not reach a negotiated solution within TWENTY-ONE (21) days of written notice of the dispute, claim, question or disagreement, the OHA and the steward agree next to try in good faith to settle the dispute by mediation before resorting to arbitration. The mediation shall be administered by a mediator mutually agreed upon by the OHA and the steward in accordance with the Dispute Prevention and Resolution, Inc., Mediation Rules and Guidelines.

ARBITRATION: Thereafter, any unresolved dispute, claim, question or disagreement arising out of or relating to the MOA (including whether such dispute, claim, question or disagreement is arbitral), or breach, termination or validity thereof, shall be settled by binding arbitration before one arbitrator, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be administered and conducted in accordance with the Dispute Prevention and Resolution, Inc., Arbitration Rules and Guidelines in effect at the time a request for arbitration of the dispute is made. A decision and award of the arbitration made under the said rules shall be exclusive, final, and binding upon all parties, their agents, employees, successors, and assigns. The costs and expenses of the arbitration shall be borne equally by the parties. Pending final decision of a dispute hereunder, the steward shall proceed diligently with the performance of services under the MOA. The selection of the arbitrator shall be mutually agreed to by the OHA and the steward. The OHA and the steward understand that by choosing arbitration for its dispute, the OHA and CONTRACTOR are waiving its right to trial by jury.

The negotiation, mediation, or arbitration shall be conducted in Honolulu, Hawai'i.

5.14 TERMINATION OF MOA

If, for cause, the steward fails to satisfactorily fulfill in a timely and proper manner the steward's obligation under the MOA or breaches any promises, terms or conditions of the MOA and having been given reasonable notice of an opportunity to cure any such default and not having taken satisfactory corrective action with the time specified by the OHA, the OHA shall have the right to terminate the MOA by giving written notice to the steward of such termination at least SEVEN (7) calendar days before the effective date of such termination. The particular acts which shall constitute cause and justify termination include but are not limited to poor performance, disloyalty or self-dealing, disclosure of confidential information, or other acts of similar kind and nature. Furthermore, the OHA may terminate the MOA in whole or in part, for the convenience of the OHA without statement of cause at any time by giving written notice to the steward of such termination and the effective date of the termination.

If the termination is for cause, any other provision to the contrary notwithstanding, the steward shall not be relieved of liability to the OHA for damages sustained because of any breach of the MOA by the steward.

5.15 WAIVER OF VIOLATIONS

It is expressly understood and agreed that no waiver granted by the OHA on account of any violation of any promise, term, or condition of the MOA shall constitute or be construed in any manner as a waiver of the promise, term, or condition or of the right to enforce the same as to any other or further violation.

5.16 SEVERABILITY

If any provision of the MOA shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the MOA is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

5.17 WAIVER OF CONTRACTUAL RIGHT

The failure of either party to enforce, or the granting of a waiver of, any provision of the MOA shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with all other provisions of the MOA.

5.18 AMENDMENT

The MOA may be modified, amended or extended, if the amendment is made in writing and is signed by both parties. The MOA may be extended on condition of satisfactory performance of the MOA as determined by the Project Coordinator.

5.19 ENTIRE AGREEMENT

The MOA contains the entire agreement of the parties and there are no other promises or conditions in any other MOA whether oral or written relative to the MOA. The MOA supersedes any prior written or oral agreements, conditions, understandings, promises, warranties or representations whether express or implied between parties.

5.19 INSURANCE REQUIREMENTS

The selected steward shall maintain insurance coverage acceptable to the OHA and which coverage shall remain in full force and affect throughout the term of the MOA. The policies of insurance maintained by the selected steward shall provide the following coverages:

<u>Coverage</u>	<u>Limit</u>
General Liability Insurance (occurrence form)	\$2,000,000 combined single limit per occurrence for bodily injury and property damage.
Personal Injury Liability	\$1,000,000 single limits per occurrence \$2,000,000 for general aggregate
Automobile Insurance covering all owned, non-owned and hired automobiles.	Bodily injury liability limits of <u>\$1,000,000</u> each person and <u>\$1,000,000</u> per accident and property damage liability limits of <u>\$1,000,000</u> per accident OR \$2,000,000 combined single limit.

- A. The selected steward agrees to provide the OHA before the effective date of the MOA, certificate(s) of insurance necessary to satisfy the OHA that the selected steward has complied with insurance provisions of this MOA and to keep such insurance in full force and effect and the certificate(s) on deposit with the OHA during the entire term of this MOA. Upon request by the OHA, the selected steward shall furnish a copy of the policy or policies.
- B. Failure of the selected steward to provide and keep in full force and effect such insurance shall be regarded as material default under the MOA, entitling the OHA to exercise any or all of the remedies provided in this MOA for default of the steward.
- C. The procuring of such required policy or policies of insurance shall not be construed to limit the selected steward's liability hereunder or to fulfill the indemnification provisions and requirements of the MOA. Notwithstanding said policy or policies of insurance, the selected steward shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this MOA.
- D. The insurer shall notify the OHA in writing of any cancellation or change in provisions thirty (30) calendar days prior to the effective date of such cancellation or change.
- E. The Office of Hawaiian Affairs is a self-insured State agency. The selected steward's insurance shall be primary. Any insurance maintained by the State of Hawaii shall apply in excess of and shall not contribute with insurance provided by the selected steward.

GLOSSARY

Word	Meaning
‘auwai	Water diversion (usually for irrigation).
‘ili	Smaller land division within an ahupua‘a.
Aloha ‘āina	An intimate relationship with the land and all of its interactive elements.
Ahupua‘a	Land division usually extending from the uplands to the sea.
Hālau	A long house usually used for meeting or instruction.
Hui	Club, association, society, corporation, company, institution, organization, ownership, partnership, union, alliance, troupe, or team. To join, unite, combine, or mix.
Kalo	Taro (<i>Colocasia esculenta</i>)
Kū‘e	Ability to stand up for what is right and object to wrong-doings.
Kūpuna	Plural of Kupuna.
Kupuna	Grandparent, ancestor, relative or close friend of the grandparent’s generation, grandaunt, or granduncle.
Kumu	Teacher or tutor.
Kupa ‘āina	Someone who is native to or well-acquainted with the land.
Lo‘i	An irrigate terrace.
Mo‘olelo	A narrative story, myth, history, tradition, or article.
Moku	Land district made up of several ahupua‘a.