

## **REQUEST FOR PROPOSALS**

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

**State of Hawaii - BEAD Unserved & Underserved Deployment – County of Maui**

**for the**

**Broadband Equity, Access, and Deployment (BEAD) Program  
Office of the Vice President for Information Technology/Chief Information Officer  
(CIO)  
University of Hawaii  
Honolulu, HI**

**November 25, 2024**

# NOTICE TO OFFERORS

## RFP Availability

A copy of the Request for Proposal (RFP) #108181 Proposal to build or extend infrastructure to service unserved and underserved locations in the broadband deployment project for the County of Hawaii, is available on the SuperQUOTE website ([www.commercepoint.com](http://www.commercepoint.com)).

## Questions About the RFP

All questions about the RFP must be directed to Chris Zane at [czane@hawaii.edu](mailto:czane@hawaii.edu). Closing Date for Receipt of Offeror Questions is 5:00 PM (Hawaii Standard Time), January 10, 2025.

## Closing Date for Receipt of Proposals

Completed proposals must be submitted via the SuperQUOTE system ([www.commercepoint.com](http://www.commercepoint.com)) no later than 5:00 PM (Hawaii Standard Time), January 31, 2025.

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

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

## TABLE OF CONTENTS

NOTICE TO OFFERORS.....	2
SECTION 1 -- ADMINISTRATIVE OVERVIEW .....	4
SECTION 2 – STATEMENT OF WORK .....	9
SECTION 3 – PROPOSAL REQUIREMENTS .....	18
SECTION 4 – EVALUATION OF PROPOSALS AND BASIS FOR AWARD .....	22
Attachment A. Notice of Intent to Submit a Proposal .....	32
Attachment B. General Conditions for Services Agreements.....	33
Attachment C. Special Conditions for Services Agreements.....	40
Attachment D. Standards of Conduct Declaration .....	41
Attachment E. Insurance Requirements .....	43

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

This RFP contains 44 pages.

## SECTION 1 -- ADMINISTRATIVE OVERVIEW

### 1.1 INTRODUCTION

This is a Request for Proposals (RFP) issued by the Research Corporation of the University of Hawaii (RCUH), on behalf of the University of Hawaii, Office of the Vice President for Information Technology/Chief Information Officer to solicit proposals from Offerors who wish to be considered. The contract will be issued and administered as an Agreement for Services with the RCUH.

### 1.2 SCHEDULE OF KEY DATES

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

Date of Notice (RFP Issued): .....November 25, 2024  
Closing Date for Receipt of Offeror's Attachment A  
(Notice of Intent to Submit a Proposal): .....December 6, 2024  
Posting Date of Amendment with final locations (Tentative):December 27, 2024  
Closing Date for Receipt of Offeror Questions:.....January 10, 2025  
Closing Date for Posting Responses to Questions: .....January 17, 2025  
Closing Date for Receipt of Proposals: .....January 31, 2025  
Proposal Review Period:.....February 1, 2025 – February 6, 2025  
Issuance of Best and Final Offer Locations: .....February 14, 2025  
Best and Final Offer: .....March 14, 2025  
Date of Contractor Selection and Award (Tentative):.....April 14, 2025;  
subject to NTIA Approval  
Services Start Date (Tentative):....Subject to NTIA Approval of Final Proposal

### 1.3 RFP AMENDMENTS

The RCUH reserves the right to amend the RFP at any time prior to the Closing Date for Receipt of Proposals. All RFP amendments will be posted on the SuperQUOTE website ([www.commercepoint.com](http://www.commercepoint.com)). **Offerors are solely responsible to check this website for any modifications to the RFP. The RCUH reserves the right to cancel this RFP at any time for any reason at no cost to the RCUH.**

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

All questions by Offerors or potential Offerors should be submitted in writing via email to Chris Zane using the address, [czane@hawaii.edu](mailto:czane@hawaii.edu). RCUH reserves the right to only respond to questions regarding proposal requirements, contents, and details, that are received by 5:00 PM, HST January 10, 2025. All received questions and responses will be posted by January 17, 2025 on the SuperQUOTE website ([www.commercepoint.com](http://www.commercepoint.com)).

Since all questions and responses will be posted and accessible to the public, no proprietary information or questions regarding proprietary information or material should be communicated by an Offeror to the website identified above.

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

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

## **1.6 CLARIFICATION OF THE RFP**

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

## **1.7 TAX CLEARANCE FOR PROPOSALS**

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

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

## **1.8 PREPARATION COSTS**

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

## **1.9 PROPRIETARY INFORMATION**

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

## **1.10 SUBMISSION OF PROPOSALS**

All proposals must be submitted via the SuperQUOTE system ([www.commercepoint.com](http://www.commercepoint.com)) and received by the Closing Date for Receipt of Proposals. Proposals may be modified by an Offeror prior to the Closing Date for Receipt of Proposals on the SuperQUOTE system ([www.commercepoint.com](http://www.commercepoint.com)).

## **1.11 CERTIFICATION OF PROPOSAL**

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

## **1.12 PROPOSAL WITHDRAWAL**

An Offeror may withdraw its proposal through the SuperQUOTE system ([www.commercepoint.com](http://www.commercepoint.com)) any time prior to the Closing Date for Receipt of Proposals.

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

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

## **1.14 OPENING OF PROPOSALS**

Proposals will be opened after 5:00 P.M. Hawaii Standard Time, on January 31, 2025, or as amended at the office to which the proposals are submitted. The proposal opening will not be open to the public. Proposals will not be subject to public inspection until after an Agreement for Services is signed by all parties, but in no case will proprietary information or proprietary material designated as such and submitted by an Offeror as part of an Offeror's proposal, be available for public inspection.

## **1.15 DISQUALIFICATION OF PROPOSALS**

The RCUH reserves the right to consider as acceptable only those proposals submitted in

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

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

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

## **1.16 REFERENCES**

The Offeror must disclose all contracts for similar services for the last two (2) years, and these will serve as potential references to be contacted by the RCUH as part of the evaluation of the Offeror's proposal. Points of contact and contact information should be indicated for each contract listed.

The RCUH reserves the right to contact the references named in the Offeror's proposal and any other references provided by the Offeror during the past two (2) years. The results of discussions with the references will be used to score the proposal, as described in Section 4 of this RFP.

## **1.17 SELECTION ON INITIAL PROPOSALS**

The RCUH will select a Contractor on the basis of their Best and Final Offer (BAFO).

## **1.18 BASIS FOR SELECTION**

Based on the evaluation process discussed in Section 4 of this RFP, the highest ranked responsible and responsive Offeror will be selected.

## **1.19 PROCESS FOR NEGOTIATIONS**

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

## **1.20 AVAILABILITY OF FUNDS**

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

## **1.21 NOTICE TO PROCEED**

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

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

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

## **1.23 PROCUREMENT OFFICER**

The Hawaii Department of Budget & Finance, under the leadership of Governor Josh Green, will be responsible for receiving and disbursing the BEAD funds to the selected Offeror. As the governor's designated entity responsible for the BEAD program, the University of Hawaii, through the Research Corporation of the University of Hawaii, is responsible for the BEAD program execution.

This RFP is issued by the Research Corporation of the University of Hawaii, on behalf of the University of Hawaii (UH), Office of the Vice President for Information Technology (IT) and Chief Information Officer (CIO). The Delegated Procurement Officer responsible for overseeing the RFP process and Agreement for Services is Garret Yoshimi, UH Vice President for IT & CIO.



## **SECTION 2 – STATEMENT OF WORK**

### **2.0 BACKGROUND AND OVERVIEW**

In November 2021, the Infrastructure and Investment and Jobs Act was passed, allocating \$65 billion to broadband investment across the country. The largest of programs under this funding was the Broadband Equity, Access, and Deployment (BEAD) Program, a \$42 billion program administered by the National Telecommunications and Information Administration (NTIA) to connect all unserved and underserved locations in the nation.

The program formally launched in May 2022, with the State of Hawaii submitting its letter of intent to participate in the program, and the University of Hawaii Broadband Office (UHBO) designated by the governor as the program lead for Hawaii. In June 2023, the NTIA announced funding allocations for all states and territories, along with the count of unserved and underserved locations within each eligible entity to determine the amount of funding for each state and territory. In total, Hawaii will receive an allocation of \$149.5 million to connect unserved and underserved locations statewide. To date, UHBO has completed three major milestones of the BEAD Program: the Five-Year Action Plan, Initial Proposal, and State Challenge Process.

The next step for UHBO is to use the State Challenge Process results and competitively bid out broadband deployment by a qualified Offeror. UHBO is requesting responses from qualified Offerors to propose a broadband deployment project; meeting the minimum requirements for Deployment Subgrantee Selection as outlined by the BEAD Notice of Funding Opportunity (NOFO) issued by the NTIA. The NOFO can be viewed at:

<https://broadbandusa.ntia.doc.gov/sites/default/files/2022-05/BEAD%20NOFO.pdf>

There will be a total of four (4) Request for Proposals (RFP) to build or extend infrastructure to service unserved and underserved locations in each of the four Hawaii counties (County of Kauai, City and County of Honolulu, County of Maui (inclusive of Kalawao), and County of Hawaii). All RFPs are independent of each other. Offerors should refer to UHBO's approved Initial Proposal Volume 2 (IPV2) for details on the required information that must be included in responses to this RFP. The Initial Proposal Volume 2 can be viewed at

<https://www.hawaii.edu/broadband/initial-proposal/>

Offerors will be asked to provide a proposal to deliver broadband service to all unserved and underserved locations. Based on the proposals received, UHBO will determine the state's Extremely High Cost Per Location Threshold (EHCPLT) per the process documented in the IPV2 § 2.4.9 - 2.4.10. Based on the EHCPLT, Offerors will then be asked to provide a Best and Final Offer that may utilize alternative technologies, as defined by NTIA, for locations with implementation costs higher than the EHCPLT. In the Best and Final Offer, Offerors will be asked to reconsider the cost of deployment for locations with costs submitted above the

EHCPLT by utilizing non-fiber-based alternative technologies to reduce the cost to provision access.

The four RFPs will be issued with an initial set of Federal Communications Commission's (FCC) National Broadband Map Location IDs corresponding to the locations that UHBO has determined are currently unserved and underserved (Appendix D). An Amendment containing the final NTIA-approved set of unserved and underserved location IDs will be issued at a later date, no sooner than three (3) weeks prior to the RFP closing date. UHBO does not anticipate the final set of location IDs to be substantially different from the initial set. The Amendment shall supersede the preliminary locations listing in Appendix D.

The RFPs will be scored based on the criteria outlined in the IPV2 Section 2.4.2, which contains pricing, labor practices, speed to deployment, open access, and in some cases, the speed of the network. Offerors' response to the Scope of Work must include both the Price Proposal (Appendix C) and descriptions of how they meet the other scoring rubrics.

Offerors should be aware that scoring amounts are dependent on the type of technology proposed. Per the IPV2 and the BEAD NOFO, a "Priority Broadband Project" consists of a fully "end-to-end" fiber network (customer to ISP shall be 100% fiber). Any other technology shall be considered "Other Last-Mile Broadband Deployment Projects".

Per the IPV2 and the BEAD NOFO<sup>1</sup>, "End-to-end" fiber projects, or "Priority Broadband Projects" will be prioritized in RFP selection. To prioritize proposals using end-to-end fiber optic networks for last-mile deployment, "Priority Broadband Projects" will be scored and awarded for each project area prior to scoring and awarding for proposals using other technologies for last-mile deployment. As such, if there are two proposals, one being a "Priority Broadband Project" and the other a "Other Last-Mile Broadband Deployment Project", and the "Priority Broadband Project" does not exceed the State's Extremely High Cost Per Location Threshold, the "Priority Broadband Project" will be automatically awarded.

## **2.1 SCOPE OF WORK**

The scope of work is outlined below.

### **2.1.1 Broadband Deployment to Unserved and Underserved Locations**

### **2.1.2 Low-Cost Broadband Service Option**

### **2.1.3 Public Awareness Campaign**

### **2.1.4 Project Reporting and Compliance**

Offerors should refer to UHBO's approved Initial Proposal Volume 2 (IPV2) Section 2.4 for details on the required information that must be included in responses to this RFP.

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<sup>1</sup> BEAD NOFO (Page 42)

### **2.1.1 Broadband Deployment to Unserved and Underserved Locations**

Offerors shall provide broadband infrastructure to enable the delivery of reliable broadband services to the locations listed in Appendix D. Reliable broadband service is defined as fiber-optic, cable modem/hybrid fiber-coax, or terrestrial fixed-wireless technology using entirely licensed spectrum or a combination of licensed and unlicensed spectrum.

Offerors should be aware that there are different scoring amounts based on the type of technology proposed. Per the Initial Proposal Volume 2, a "Priority Broadband Project" consists of a fully "end-to-end" fiber network (customer to ISP shall be 100% fiber). Any other technology shall be considered "Other Last-Mile Broadband Deployment Projects". Each of these categories has its own scoring method as outlined in the Initial Proposal. Responses WITHIN each category will be compared and scored. Categories will not be compared against each other. The scoring methodology is described in Section 4 of this RFP.

Per the Initial Proposal Volume 2 and the BEAD NOFO, end-to-end fiber projects, or "Priority Broadband Projects" will be prioritized. To prioritize proposals using end-to-end fiber optic networks for last-mile deployment, "Priority Broadband Projects" will be scored and awarded for each project area prior to scoring and awarding for proposals using other technologies for last-mile deployment. As such, if there are two proposals, one being a "Priority Broadband Project" and the other a "Other Last-Mile Broadband Deployment Project", and the "Priority Broadband Project" does not exceed the State's Extremely High Cost Per Location Threshold, the "Priority Broadband Project" will be automatically awarded.

#### **2.1.1.1 Locations Covered**

Offerors shall provide reliable broadband infrastructure as described in 2.1.1 to ALL unserved and underserved locations within the project area as listed in Appendix D. Locations cannot be removed from the scope of work without the written approval from the UHBO.

Offerors shall validate locations and provide cost models and any exclusions for non-buildable locations. Any such exclusion shall be noted as entries in Column "reason\_no\_project" in Appendix D. Documentation for such exclusions should be submitted in an attachment as part of the RFP response. Documentation could include items such as photographs, topography, or other evidence that would be helpful to explain the rationale for determining that a location is unbuildable. UHBO will review submitted exclusions and provide responses to all Offerors. UHBO decisions will be reflected as part of the issuance of the Best and Final Offer (BAFO) locations. Any decisions by UHBO are final.

The Offerors may only propose alternative deployment locations if the project area overlaps with another state or federal program project area. The Offerors must divulge whether funding is being requested from another program that could result in overlapping project areas. In the event the Offeror is awarded funding from another program covering locations they proposed to service, the Offeror must notify UHBO immediately to avoid duplication of funding, which is not allowed under the BEAD NOFO. Failure to immediately notify UHBO of overlapping

project area funds will result in a non-award for the funding round.

Department of Hawaiian Home Lands (DHHL) locations funded through the Tribal Broadband Connectivity Program (TBCP) 2 will have access to 100/20 Mbps service built. Therefore, locations within DHHL and funded by TBCP will not be included in the final BEAD location list. Locations that are within DHHL and not funded by TBCP will be funded by BEAD. A number of locations in Appendix D are within DHHL and indicated as such under the column titled "dhhl\_intersect" with the value "Y". These locations should be responded to as normal BEAD unserved and underserved locations.

The Offerors must submit, as part of the RFP response, a letter of support and/or agreement from DHHL supporting the proposed deployment on Hawaiian Home Lands.

UHBO may, at its sole discretion, add to the scope of work (subject to availability of funds) to provide access to locations that are later identified as unserved or underserved, that are not accounted for in the planned deployment scope of work at the time of the award due to inaccuracies in the FCC National Broadband Map and other extraneous factors including, but not limited to, the loss of a broadband provider serving a location.

An initial set of Federal Communications Commission's (FCC) National Broadband Map Location IDs corresponding to the locations that UHBO has determined are currently unserved and underserved (Appendix D) will be published with the RFP. An Amendment containing the final NTIA-approved set of unserved and underserved location IDs will be issued at a later date, no sooner than three (3) weeks prior to the RFP closing date. Note that UHBO does not anticipate the final set of location IDs will be substantially different from the initial set. The Amendment shall supersede the initial locations listing in Appendix D.

#### **2.1.1.2 Broadband Service Requirements**

1. Minimum 100 Mbps download and 20 Mbps upload with less than 100 milliseconds of round trip latency.
2. No outages that exceed on average, 48 hours over any 365 day period except in the case of natural disasters or other force majeure occurrences
3. Not subject to any data caps.

#### **2.1.1.3 Broadband Service Timeline**

All project locations must be completed and begin providing service to customers within four (4) years (i.e., 48 months) from receiving the subgrant from the State of Hawaii.

Offerors shall propose a detailed schedule including, at minimum, total number of months to complete the deployment, a timeline/schedule and benchmarks, and a description of the Offeror's expertise and ability to deploy the proposed infrastructure within the proposed

timeline.

#### **2.1.1.4 Multi-Dwelling Unit**

If the project location is a multi-dwelling unit (MDU), meaning it has three or more units within the building, broadband deployment must be deployed to the inside of all units within the building to enable access to service without additional installation fees by the unit.

#### **2.1.1.5 Environmental and Historic Preservation (EHP) Requirements**

Per Section VII.D.4 of the BEAD NOFO (Pages 86-87), all deployment projects must comply with federal and local Environmental and Historical Preservation (EHP) laws, the National Historic Preservation Act (NHPA), and the National Environmental Policy Act (NEPA) requirements to minimize adverse impacts on the environment.

#### **2.1.1.6 Climate Assessment**

Offerors must provide a plan to address sea level rise, tropical cyclones, and wildfires throughout the life of BEAD deployment and 20 years following deployment in the deployment design.

Offerors' plan should be similar in form to the climate readiness plan in the Hawaii IPV2 § 2.11.D.

#### **2.1.1.7 Build America, Buy America Act (BABA) Requirement**

Per Section VII.D.4 of the BEAD NOFO (Pages 87-88), all funds made available through the BEAD program must comply with the Build America, Buy America (BABA) Act requiring all of the iron, steel, manufactured products (including but not limited to fiber-optic communications facilities), and construction materials used in the project or other eligible activities are produced in the United States unless a waiver is granted by NTIA.

NTIA waivers for certain conditions can be viewed at <https://www.hawaii.edu/broadband/beaddeploymenttrfp/>.

#### **2.1.1.8 Technical Details**

Offerors shall provide a detailed technical description of the proposed broadband network to ALL locations identified in Appendix D, taking into consideration the deployment requirements as described above. The technical details must include information on the technology of the proposed network, maximum download and upload speeds, minimum latency, outage resiliency, network management and open access. Offerors are encouraged to provide network diagrams and other technical information.

The proposed network must be certified by a U.S.-licensed professional engineer.

NTIA waivers for certain conditions can be viewed at <https://www.hawaii.edu/broadband/beaddeploymenttrfp/>.

#### **2.1.1.9 Affordability**

Offerors shall propose a 1 Gbps symmetrical service offering to BEAD eligible locations over the infrastructure that will be installed. Offerors should describe the service offerings and propose an affordable cost, inclusive of all taxes and fees. Prices offered must be normal rates and not limited-time or introductory offers. Service offering must meet all BEAD requirements. The price offered is required in the Pricing Proposal, Line D.

#### **2.1.2 Low-Cost Broadband Service Option**

BEAD funded locations must have a low-cost broadband service option for eligible customers. A low-cost service option shall be included in the cost proposal which meets the criteria listed below.

All responses must meet requirements as set forth in the Initial Proposal Volume 2 Section 2.12.

##### **2.1.2.1 Consistent with the previous Affordable Connectivity Program (ACP)**

The low-cost service option shall be consistent with the spirit and intent of the Affordable Connectivity Program (ACP) which limits the cost to \$30.00 per month, inclusive of all taxes, fees and surcharges with no additional non-recurring costs or fees.

##### **2.1.2.2 Subsidies**

Offerors are required to participate in the Affordable Connectivity Program or any successor program, and allow the eligible consumer to apply the ACP subsidy or successor program subsidy to the service price to achieve "net free" access.

##### **2.1.2.3 Speed and Latency**

Provide at minimum, but preferably better than, 100 Mbps typical downstream, 20 Mbps typical upstream and no more than 100ms of latency in round trip time.

##### **2.1.2.4 Data Caps, Throttling and Acceptable Use Policies**

The low-cost service option shall not have any data caps, surcharges, or be subject to any throttling based on usage. The acceptable use policies shall be identical to other broadband service options that are available to subscribers.

##### **2.1.2.5 Upgrade**

In the event the provider later offers a low-cost plan with higher speeds downstream and/or

upstream, the provider shall permit Eligible Subscribers that are subscribed to a low-cost broadband service option to upgrade to the new low-cost offering at no cost and are notified by the provider of the new low-cost offering.

#### **2.1.2.6 Low-cost Option Price Modification**

At any time during the federal interest period for the BEAD program, and no more than once per calendar year, may request a modification to the per month low-cost service option price up to a not-to-exceed amount of \$70 per month inclusive of all taxes, fees, and charges with no additional non-recurring costs or fees to the consumer. The provider must provide evidence to the State that its proposed low-cost service option price in excess of the \$30 per month threshold is based on actual operational costs, that include necessary costs related to common infrastructure across its service area contained within the State of Hawaii, and that the documented costs cause it to operate at an unsustainable loss. Providers may decrease costs to consumers and provide discounted offerings at any time, without requesting approval from UHBO.

#### **2.1.2.7 Low-Cost Option Public Awareness Campaign**

Offerors shall easily allow eligible subscribers to subscribe to the low-cost service option and clearly display the option on the Offerors public-facing website or other provider interface (i.e., no dark design patterns to make the option difficult to find and subscribe to). Public awareness campaigns shall be conducted to advertise the availability of the low-cost service option in BEAD-funded service areas.

#### **2.1.3 Public Awareness Campaign**

The Offerors must conduct public awareness campaigns in BEAD funded locations to highlight the value and benefits of broadband service in order to increase the adoption of broadband service by consumers. Awareness campaigns must include information about low-cost service plans and any federal subsidies for low income households such as the Lifeline Program, the Affordable Connectivity Program, and any successor programs. Further, awareness campaigns must be conducted in an equitable and nondiscriminatory manner. Subgrantees must utilize a variety of communications media (e.g., online, print, radio) and provide information in languages other than English when warranted based on the demographics of the community.

All responses must meet requirements as set forth in the IPV2 Section 2.16.

#### **2.1.4 Project Reporting and Compliance**

##### **2.1.4.1 Reporting**

Offerors must submit routine reports detailing performance, expenditures and total to-date expenditures to UHBO based on the timelines indicated in the IPV2 Section 2.16.

As grant funds will be distributed on a reimbursement basis, accurate reporting will be the basis of determining the progress and justification of such reimbursements.

#### **2.1.4.2 Collusion Acknowledgement**

The Offerors must acknowledge in writing that there will be no collusion amongst providers, consistent with the Federal Communication Commission's prohibited communications rules for auction. Failure to adhere will result in a non-award to the potential subgrantee.

### **2.2 Minimum Qualifications**

Offerors shall meet the minimum qualifications as outlined in the IPV2 Sections 2.4.11 - 2.4.17, 2.7, 2.8, and 2.16.

#### **2.2.1 Financial Capability (IPV2 § 2.4.11)**

The Offerors must demonstrate their availability of funds for all project costs exceeding the amount of the grant and to cover its eligible costs (see BEAD NOFO Page 39) for the Project until UHBO authorizes additional disbursements.

Note: An Offeror must obtain an irrevocable standby letter of credit as part of the minimum qualifications. The NTIA BEAD Letter of Credit Conditional Programmatic Waiver Notice is available for viewing at:

<https://www.hawaii.edu/broadband/beaddeploymenttrfp/>

#### **2.2.2 Managerial Capability (IPV2 § 2.4.12)**

The Offerors must demonstrate their ability and readiness to manage their proposed project.

#### **2.2.3 Technical Capability (IPV2 § 2.4.13)**

The Offerors must demonstrate their technical ability to design and install a physical network able to support the proposed broadband network deployment and the ability to operate, maintain, and support the physical network on an ongoing basis.

#### **2.2.4 Compliance with Laws (IPV2 § 2.4.14)**

The Offerors must demonstrate their record and capability to comply with federal, state, and local laws.

#### **2.2.5 Operational Capability (IPV2 § 2.4.15)**

The Offerors must demonstrate their operational capability to provide voice, broadband, and/or electric transmission or distribution services for at least two (2) consecutive years prior to the date of their application submission.



### **2.2.6 Ownership Disclosure (IPV2 § 2.4.16)**

The Offerors must provide information on ownership as required by 47 C.F.R. § 1.2112(a)(1)-(7), <https://www.ecfr.gov/current/title-47/chapter-I/subchapter-A/part-1/subpart-Q/subject-group-ECFR7e6f5a3219dc9cd/section-1.2112>

### **2.2.7 Other Broadband Project Disclosure (IPV2 § 2.4.17)**

The Offerors must include disclosures and details of broadband deployment projects that they or their affiliates have submitted, plan to submit, undertaking, or committed to undertake at the time of the RFP submission using public funds.

### **2.2.8 Fair and Safe Labor Practices Capability (IPV2 § 2.7)**

The Offerors must demonstrate their record and capability to comply with federal labor and employment laws during the deployment project.

### **2.2.9 Workforce Readiness Requirement (IPV2 § 2.8)**

The Offerors must demonstrate and support the development and use of a highly skilled and credentialed workforce capable of carrying out the project work in a manner that is safe and effective. Offerors must notate the number and type of jobs created by this proposal.

### **2.2.10 Cyber Security & Supply Chain Risk Management (IPV2 § 2.16)**

The Offerors must have a cybersecurity risk management plan and supply chain risk management plan that is either operational or ready to be operationalized upon grant award.

## **2.3 Desirable Qualifications**

UHBO encourages the Offerors to include in their proposal the Offerors' record and plans when possible in their project to:

- Use a diverse workforce
- Divide total requirements, when economically feasible, into smaller tasks or quantities
- Establish reasonable delivery schedules by business size
- Solicit minority business enterprises (MBE), women's business enterprises (WBE), disadvantaged business enterprises (DBEs), and labor surplus areas (LSA) as subcontractors to permit maximum participation by MBEs, WBEs, and LSAs as part of the BEAD deployment.

## **SECTION 3 – PROPOSAL REQUIREMENTS**

### **3.1 REQUIRED FORMAT**

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

1. Executive Summary
2. Technical Proposal
3. Price Proposal
4. Appendices

### **3.2 EXECUTIVE SUMMARY**

Offeror shall submit an Executive Summary outlining the key elements of the proposal. The Executive Summary should be two (2) pages maximum.

### **3.3 TECHNICAL PROPOSAL**

Offerors shall submit a technical proposal that addresses all items in Section 2's Scope of Work and how the Offeror meets the Minimum Requirements.

Offeror's response must also include the completed Appendix D for ALL unserved and underserved locations. Failure to complete and submit Appendix D file with all required fields completed will result in a disqualification of the RFP response.

### **3.4 PRICE PROPOSAL**

Offerors shall submit a price proposal to meet all requirements in Section 2 of this RFP's Scope of Work. Price shall be inclusive of all taxes and fees. Refer to Appendix C for specific format directions.

### **3.5 APPENDICES**

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

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

Appendix C – Pricing Proposal

Appendix D – Unserved and Underserved Locations Spreadsheet

Appendix E – Description of Columns in Appendix D

## Appendix A

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

We propose to provide services for the Research Corporation of the University of Hawaii, for the benefit of the University of Hawaii, Office of the Vice President for Information Technology/ Chief Information Officer.

It is understood that this proposal constitutes an offer.

It is understood and agreed that we have read the Research Corporation of the University of Hawaii's specifications described in the RFP and this proposal is made in accordance with the provisions of such specifications. By signing this proposal, we guarantee and certify all items included in this proposal meet or exceed any and all such specifications, and agree to the terms and conditions in all of the documents described in Section 4.6 of the RFP, including Attachments.

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

Respectfully submitted,

---

Authorized Signature

---

Date

---

Printed Name

---

Title

---

Email Address

---

Telephone

---

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

---

Federal EIN

---

Remittance Address

---

City, State, Zip Code

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

**Appendix B**

**OFFEROR PROFILE**

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

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

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**(Attach Additional Listings)**

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

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

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

## Appendix C

### PRICE PROPOSAL

Complete the Bid Price Response below.

The price response requires four pricing responses:

- A. **Total project cost:** The total project cost. This is the summation of Column “deployment\_cost” in Appendix D.
- B. **Proposed Matching Amount:** The total matching amount that the Offeror is providing. This is the summation of Column “subgrantee\_match” of Appendix D.
- C. **Requested BEAD funding amount:** This will be a computation of Total project cost (Line A) MINUS the Proposed Matching Amount (Line B). This should be equivalent to the summation of Column “deployment\_cost” minus the summation of Column “subgrantee\_match” of Appendix D.
- D. **Monthly Service Offering Affordability:** The total monthly cost that the Offeror will offer to prospective customers for a 1Gbps symmetrical Internet service. Prices must be normal rates and not limited-time/promotional/introductory offers and be inclusive of all taxes and fees.

Scoring for the pricing proposal is outlined in Section 4 of this RFP.

#### Pricing Response

- A. Total Project Cost \_\_\_\_\_
- B. Proposed Matching Amount \_\_\_\_\_
- C. Requested BEAD Funding Amount (Line A - B) \_\_\_\_\_
- D. Monthly Service Offering Affordability \_\_\_\_\_

## **SECTION 4 – EVALUATION OF PROPOSALS AND BASIS FOR AWARD**

### **4.1 EVALUATION OF OFFEROR PROPOSALS**

All responsive proposals received by the Closing Date for Receipt of Proposals of 5:00 PM Hawaii Standard Time, January 31, 2025, will be evaluated and scored.

### **4.2 EVALUATION COMMITTEE**

The review committee will be composed of at least five (5) individuals, including at minimum: the director of the state BEAD Program; two (2) qualified technical reviewers with working knowledge of the broadband infrastructure deployment components and ISP services, and a minimum of two (2) broadband specialists.

The committee will evaluate the initial submissions by the Offerors and, based on the proposals received, will determine the State's Extremely High Cost per Location Threshold (EHCPLT) per the process documented in the IPV2 § 2.4.9 - 2.4.10. An updated location listing will then be released taking into account the EHCPLT locations and the Offerors will then be asked to provide a Best and Final Offer that may utilize alternative technologies, as defined by the NTIA, for locations with implementation costs higher than the EHCPLT.

In the Best and Final Offer, Offerors will be asked to reconsider the cost of deployment for locations with costs submitted above the EHCPLT by utilizing non-fiber-based alternative technologies to reduce the cost to provision access. End to end fiber projects, or "Priority Broadband Projects" will be prioritized over Non-end-to-end fiber projects, or "Other Last-Mile Broadband Deployment Projects" as described in Section 4.3 of this RFP.

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

Offerors should be aware that there are different scoring amounts based on the type of technology proposed. Per the Initial Proposal Volume 2, a "Priority Broadband Project" consists of a fully "end to end" fiber network (customer to ISP shall be 100% fiber). Any other technology shall be considered "Other Last-Mile Broadband Deployment Projects". Each of these categories has its own scoring method as outlined in the Initial Proposal Volume 2. Responses WITHIN each category will be compared and scored. Categories will not be compared against each other.

Per the Initial Proposal Volume 2 and the BEAD NOFO, end-to-end fiber projects, or "Priority Broadband Projects" will be prioritized. To prioritize proposals using end-to-end fiber optic networks for last-mile deployment, "Priority Broadband Projects" will be scored and awarded for each project area prior to scoring and awarding for proposals using other technologies for last-mile deployment. As such, if there are two proposals, one being a "Priority Broadband Project" and the other a "Other Last-Mile Broadband Deployment Project", and the "Priority

Broadband Project" does not exceed the State's Extremely High Cost Per Location Threshold, the "Priority Broadband Project" will be automatically awarded.

Refer to the Initial Proposal Volume 2 Section 2.4.2 for more details on how the scoring will be performed.

#### **4.3.1 DETAILED EVALUATION FORMULA FOR PROPOSED TECHNICAL APPROACH**

### **Priority Broadband Projects - Total 365 Points**

#### **Primary Criteria**

##### **Minimal BEAD Program Outlay 150 Points**

The Minimal BEAD Program Outlay score will comprise of the scoring for Proposed Matching Amount and Requested BEAD Funding Amount.

##### **Proposed Matching Amount - Line B (50 points)**

For Proposed Matching Amount, the Offeror that proposes the HIGHEST amount of match will receive the maximum score. The points allocated to Offerors with smaller amounts will be calculated with the ratio of the proposed amount to the highest amount. The points will be calculated by the proposed amount divided by the highest amount and then multiplied by the maximum points for the Proposed Matching Amount.

Example: Maximum Points for Proposed Matching Amount: 50 points

- Offeror A Matching: \$8m (lowest amount) =  $50 \times (8/25)$  = Awarded 16 points
- Offeror B Matching: \$25m (highest amount) = Awarded 50 points
- Offeror C Matching: \$15m (lower amount) =  $50 \times (15/25)$  = Awarded 30 points

##### **Requested BEAD Funding Amount - Line C (100 points)**

This will be a computation of Total Project Cost (Line A) MINUS the Proposed Matching Amount (Line B) as responded to in the Pricing Proposal in Appendix C.

The prospective Offeror that requests the LOWEST amount of requested BEAD funding will receive the maximum score. The points allocated to Offerors with larger amounts will be calculated by the ratio of the proposed amount to the lowest amount. The points will be calculated by the lowest amount divided by the proposed amount and then multiplied by the maximum points for the Requested Bead Funding Amount.

Example: Maximum Points for Requested BEAD funding amount: 100 points

- Offeror A Requested: \$20m (lowest amount) = Awarded 100 points
- Offeror B Requested: \$25m (higher) =  $100 \times (20/25)$  = Awarded 80 points

- Offeror C Requested: \$35m (higher) =  $100 \times (20/35) =$  Awarded 57.1 points

Summation of Proposed Matching Amount and Requested BEAD Funding Amount will be done to obtain the total Minimal BEAD Program Outlay score. In the examples above:

- Offeror A:  $100 + 16 = 116$  Points
- Offeror B:  $80 + 50 = 130$  Points
- Offeror C:  $57.1 + 30 = 87.1$  Points

## **Affordability 100 Points**

### **Monthly Service Offering Affordability - Line D (100 points)**

For Affordability, the Offeror that proposes the LOWEST monthly service (inclusive of all taxes and fees) for a 1Gbps symmetrical service will receive the maximum score. The points allocated to Offerors with larger amounts will be calculated by the ratio of the proposed amount to the lowest amount. The points will be calculated by the lowest amount divided by the proposed amount and then multiplied by the maximum points for the Monthly Service Offering Affordability.

Example: Maximum Points for Affordability: 100 points

- Offeror A Total: \$100 per month for 1 Gbps symmetrical (lowest cost)  
= Awarded 100 points
- Offeror B Total: \$150 per month for 1 Gbps symmetrical (higher cost) =  $100 \times (100/150)$   
= Awarded 66.66 points
- Offeror C Total: \$200 per month for 1 Gbps symmetrical (higher cost) =  $100 \times (100/200)$   
= Awarded 50 points

## **Fair and Safe Labor Practices 75 Points**

Responses in Scope of Work Section 2 will be used to determine the point total.

## **Secondary Criteria**

### **Speed to Deployment 30 Points**

For Speed to Deployment, the full project must be completed within 48 months. The points allocated to Offerors will be 48 months minus the Offeror's proposed number of months, then divided by 48 months and multiplied by the maximum number of points.

Example: Maximum Points for Speed to Deployment: 30 points



- Offeror A: 36 months to complete project =  $((48-36)/48) * 30 =$  Awarded 7.5 points
- Offeror B: 30 months to complete project =  $((48-30)/48) * 30 =$  Awarded 11.25 points
- Offeror C: 24 months to complete project =  $((48-24)/48) * 30 =$  Awarded 15 points

### **Additional Criteria 10 points**

#### **Open Access (10 Points)**

Responses in Scope of Work Section 2 will be used to determine the point total.

### **Priority Broadband Projects - Total 365 Points (Table format)**

The table below represents the same scoring method but in a tabular format for clarity.

<u>Primary Criteria</u>				
<b>Category</b>	<b>Sub-category</b>	<b>Pricing Response Line</b>	<b>Sub-Category Maximum Points</b>	<b>Total Category Maximum Points</b>
<b>Minimal BEAD Program Outlay</b>		B+C		150
	Proposed Matching Amount	B	50	
	Requested BEAD Funding Amount	C	100	
<b>Affordability</b>	Monthly Service Offering Affordability	D		100
<b>Fair and Safe Labor Practices</b>				75
<u>Secondary Criteria</u>				
<b>Category</b>	<b>Sub-category</b>		<b>Sub-Category Maximum Points</b>	<b>Total Category Maximum Points</b>
<b>Speed to Deployment</b>				30
<b>Additional Criteria</b>				10
	Open Access		10	

## Other Last-Mile Broadband Projects - Total 385 Points

### Primary Criteria

#### Minimal BEAD Program Outlay 150 Points

The Minimal BEAD Program Outlay score will comprise of the scoring for Proposed Matching Amount and Requested BEAD Funding Amount.

##### Proposed Matching Amount - Line B (50 points)

For Proposed Matching Amount, the Offeror that proposes the HIGHEST amount of match will receive the maximum score. The points allocated to Offerors with smaller amounts will be calculated with the ratio of the proposed amount to the highest amount. The points will be calculated by the proposed amount divided by the highest amount and then multiplied by the maximum points for the Proposed Matching Amount.

Example: Maximum Points for Proposed Matching Amount: 50 points

- Offeror A Matching: \$8m (lowest amount) =  $50 \times (8/25)$  = Awarded 16 points
- Offeror B Matching: \$25m (highest amount) = Awarded 50 points
- Offeror C matching: \$15m (lower amount) =  $50 \times (15/25)$  = Awarded 30 points

##### Requested BEAD Funding Amount - Line C (100 points)

This will be a computation of Total Project Cost (Line A) MINUS the Proposed Matching Amount (Line B).

The prospective Offeror that requests the LOWEST amount of requested BEAD funding will receive the maximum score. The points allocated to Offerors with larger amounts will be calculated by the ratio of the proposed amount to the lowest amount. The points will be calculated by the lowest amount divided by the proposed amount and then multiplied by the maximum points for the Requested BEAD Funding Amount.

Example: Maximum Points for Requested BEAD funding amount: 100 points

- Offeror A Requested: \$20m (lowest amount) = Awarded 100 points
- Offeror B Requested: \$25m (higher) =  $100 \times (20/25)$  = Awarded 80 points
- Offeror C Requested: \$35m (higher) =  $100 \times (20/35)$  = Awarded 57.1 points

Summation of Proposed Matching Amount and Requested BEAD Funding Amount will be done to obtain the total Minimal BEAD Program Outlay score. In the examples above:

- Offeror A:  $100 + 16 = 116$  Points
- Offeror B:  $80 + 50 = 130$  Points
- Offeror C:  $57.1 + 30 = 87.1$  Points

## **Affordability 100 Points**

### **Monthly Service Offering Affordability - Line D (100 points)**

For Affordability, the Offeror that proposes the LOWEST monthly service (inclusive of all taxes and fees) for a 100/20 Mbps service will receive the maximum score. The points allocated to Offerors with larger amounts will be calculated by the ratio of the proposed amount to the lowest amount. The points will be calculated by the lowest amount divided by the proposed amount and then multiplied by the maximum points for the Monthly Service Offering Affordability.

Example: Maximum Points for Affordability: 100 points

- Offeror A Total: \$100 per month for 100/20 Mbps (lowest cost)  
= Awarded 100 points
- Offeror B Total: \$150 per month for 100/20 Mbps (higher cost) =  $100 \times (100/150)$   
= Awarded 66.66 points
- Offeror C Total: \$200 per month for 100/20 Mbps (higher cost) =  $100 \times (100/200)$   
= Awarded 50 points

## **Fair and Safe Labor Practices 75 Points**

Responses in Scope of Work Section 2 will be used to determine the point total.

## **Secondary Criteria**

### **Speed to Deployment 30 Points**

For Speed to Deployment, the full project must be completed within 48 months. The points allocated to Offerors will be 48 months minus the Offeror's proposed number of months, then divided by 48 months and multiplied by the maximum number of points.

Example: Maximum Points for Speed to Deployment: 30 points

- Offeror A: 36 months to complete project =  $((48-36)/48) \times 30$  = Awarded 7.5 points
- Offeror B: 30 months to complete project =  $((48-30)/48) \times 30$  = Awarded 11.25 points
- Offeror C: 24 months to complete project =  $((48-24)/48) \times 30$  = Awarded 15 points

## Speed of Network 20 Points

Offerors should describe the details of their network in the Technical response. Other Last-Mile Broadband Projects which are NON end-to-end fiber deployments will receive a maximum of 20 points in this category based on the following allocations:

### Speed and Latency (10 points)

Maximum speed and latency offered by the network

- 250Mbps Down/35Mbps Up and less than 100ms:= Awarded 6 points
- 300Mbps Down/35Mbps Up and less than 100ms:= Awarded 8 points
- 1000Mbps Down/35Mbps Up and less than 100ms:= Awarded 10 points

### Longevity (5 points)

Lifespans of 15 years or greater will receive the maximum points. Lifespans less than 15 years will receive prorated points. Offerors should describe the useful life of the installed assets and provide references to real-life examples. UHBO will review the responses to verify the accuracy of such statements. Details should be provided in the Technical Response.

### Cost Effectiveness of Future Scalability (5 points)

The future scalability of the proposed installed assets as well as the cost effectiveness of future upgrades (such as speed increases) should be detailed in the Technical Response. The UHBO will review the responses and score the cost effectiveness and future scalability of the proposal. Proposals that are very effective and scalable will receive a maximum of 5 points. Other less effective proposals will receive lower points.

## Additional Criteria 10 points

### Open Access (10 Points)

Responses in Scope of Work Section 2 will be used to determine the point total.

## Other Last-Mile Broadband Projects - Total 385 Points (Table format)

The table below represents the same scoring method but in a tabular format for clarity.

<b><u>Primary Criteria</u></b>				
<b>Category</b>	<b>Sub-category</b>	<b>Pricing Response Line</b>	<b>Sub-Category Maximum Points</b>	<b>Total Category Maximum Points</b>
<b>Minimal BEAD Program Outlay</b>		B+C		150
	Proposed Matching Amount	B	50	
	Requested BEAD Funding Amount	C	100	
<b>Affordability</b>	Monthly Service Offering Affordability	D		100
<b>Fair and Safe Labor Practices</b>				75
<b><u>Secondary Criteria</u></b>				
<b>Category</b>	<b>Sub-category</b>		<b>Sub-Category Maximum Points</b>	<b>Total Category Maximum Points</b>
<b>Speed to Deployment</b>				30
<b>Speed of Network</b>				20
	Speed and Latency		10	
	Longevity		5	
	Cost Effectiveness of Future Scalability		5	
<b>Additional Criteria</b>				10
	Open Access		10	

#### 4.4 BASIS FOR SELECTION AND AWARD OF AN AGREEMENT FOR SERVICES

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

#### 4.5 ORAL PRESENTATIONS

[Reserved]

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

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

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

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

## **Attachment A. Notice of Intent to Submit a Proposal**

(May be sent by email or fax.)

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Submitted by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title



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

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

3. Personnel Requirements.

- a. CONTRACTOR shall secure, at CONTRACTOR's own expense, all personnel required to perform the services required by this Agreement.
- b. CONTRACTOR shall ensure that CONTRACTOR's employees and agents are experienced and fully qualified to engage in the activities and services required under this Agreement, and that all applicable licensing and operating requirements imposed or required under federal, state and county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents, are complied with and satisfied.

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

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

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

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

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

9. Termination of Agreement for Default.

- a. If CONTRACTOR breaches this Agreement by failing to satisfactorily fulfill in a timely or proper manner CONTRACTOR's obligations under this Agreement, or failing to perform any of the promises, terms, or conditions of this Agreement, RCUH shall have the right to terminate this Agreement in whole or in part, by giving written notice to CONTRACTOR at least seven (7)

calendar days (or any longer time as specified by RCUH in writing) before the effective date of termination. The notice shall provide CONTRACTOR with an opportunity to cure its default or take satisfactory corrective action within the seven (7) days (or other longer time as specified by RCUH). In the case of a partial termination, CONTRACTOR shall continue performance of this Agreement to the extent it is not terminated.

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

10. Termination of Agreement for Convenience.

- a. RCUH may terminate this Agreement without statement of cause at any time, in whole or in part, by giving written notice to CONTRACTOR of such termination at least thirty (30) calendar days before the effective date of such termination. In the event of a partial termination, CONTRACTOR shall continue performance of this Agreement to the extent it is not terminated.
  - b. Upon termination of this Agreement, CONTRACTOR shall, within four (4) weeks of the effective date of such termination, compile and submit in an orderly manner to RCUH an accounting of the work performed up to the effective date of termination. In such event, CONTRACTOR shall be paid for the actual cost of the services rendered, but in no event more than the total compensation payable to CONTRACTOR under this Agreement.
  - c. As of the date of termination provided in the notice, CONTRACTOR shall incur no further obligations in connection with the terminated performance, and CONTRACTOR shall stop performance to the extent specified. CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance, subject to RCUH's approval. RCUH may choose to direct CONTRACTOR to assign CONTRACTOR's right, title, and interest under terminated orders or subcontracts to RCUH.
  - d. All finished and unfinished material prepared by CONTRACTOR shall, at RCUH's option, become RCUH's property and, together with all material, if any, provided to CONTRACTOR by RCUH, shall be delivered and surrendered to RCUH on or before the date of termination. For purposes of this Agreement, "material" includes but is not limited to any information, data, reports, summaries, tables, maps, charts, photographs, films, graphs, studies, recommendations, program concepts, titles, scripts, working papers, files, models, audiotapes, videotapes, computer tapes, cassettes, diskettes, documents, and records developed, prepared, or conceived by CONTRACTOR in connection with this Agreement, or furnished to CONTRACTOR by RCUH. Additionally, CONTRACTOR shall take timely, reasonable, and necessary action to protect and preserve property and materials in the possession of CONTRACTOR, in which RCUH has an interest.
11. Compliance with Laws. CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, which in any way affect CONTRACTOR's performance of this Agreement.
12. Indemnification and Defense. CONTRACTOR shall defend, indemnify, and hold harmless RCUH, the University of Hawaii, the State of Hawaii, and the Project, and their respective officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees and costs, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of CONTRACTOR or CONTRACTOR's employees, officers, agents, or subcontractors, occurring during or in connection with the performance of CONTRACTOR's services under this Agreement. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Agreement.
13. Disputes. No dispute arising under this Agreement may be sued upon by CONTRACTOR until after

CONTRACTOR's written request to RCUH to informally resolve the dispute is rejected, or until ninety (90) days after RCUH's receipt of CONTRACTOR's written request, whichever occurs first. While RCUH considers CONTRACTOR's written request, CONTRACTOR agrees to proceed diligently with the provision of services necessary to complete the scope of services described in Attachment 1.

14. Confidentiality of Material.

- a. All material given to or made available to CONTRACTOR by virtue of this Agreement, whether oral or written, and which is identified as proprietary or confidential information, will be safeguarded by CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of RCUH.
- b. All information, data, or other material provided by CONTRACTOR to RCUH, which is identified as proprietary or confidential, shall be kept confidential to the extent permitted by law.

15. Ownership and Intellectual Property Rights.

- a. **Physical Material.** The University of Hawaii shall have complete ownership of all physical material, both finished and unfinished, which is acquired, developed, prepared, or assembled by CONTRACTOR pursuant to this Agreement, unless the provisions of the Project's Prime Award (grant/contract awarded directly by the federal government), if any, requires that title to physical material vest in another party. If determined by RCUH to be necessary, CONTRACTOR and RCUH shall execute any and all documents necessary to establish the University of Hawaii or other required party as the owner of the material, without the need for any additional consideration.
- b. **Patentable Inventions.**
  - i. **Rights to Patentable Inventions.** The rights to patentable inventions shall be determined in accordance with the provisions of the Project's Prime Award, if any. If the Prime Award is subject to the applicable regulations governing patents and inventions incorporated in 37 CFR 401, the term "subcontractor" shall be substituted for "contractor" throughout 37 CFR 401, unless the context of the clause requires otherwise. It is intended that 37 CFR 401 shall apply to CONTRACTOR in such a manner as is necessary to: (1) reflect the position of CONTRACTOR as a subcontractor to RCUH, (2) insure CONTRACTOR's rights under 37 CFR 401 and its obligations to RCUH, the Project, and the United States government, and (3) enable the Project to meet its obligations under its Prime Award. In the absence of ownership provisions in the Prime Award, or if the Project is supported by other funds, the ownership of patentable inventions developed pursuant to this Agreement will be determined under applicable U.S. law. If determined by RCUH to be necessary, CONTRACTOR and RCUH shall execute any and all documents necessary to establish the rights to the patentable inventions, without the need for any additional consideration.
  - ii. **Licensing of Patentable Inventions.** CONTRACTOR agrees to grant and hereby does grant to the University of Hawaii an irrevocable, royalty-free, non-transferable, non-

exclusive right and license to use, make, have made, and distribute any patentable invention first conceived or reduced to practice in the performance of this Agreement.

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

enforceability of the remaining terms of this Agreement, provided that the remaining terms and conditions of this Agreement remain legal and enforceable.

22. Waiver. The failure of RCUH to insist upon strict compliance with any term, provision or condition of this Agreement shall not constitute or be deemed to constitute a waiver or relinquishment of RCUH's right to enforce the same in accordance with this Agreement.
23. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.
24. Federal Provisions. If federal funds are expended under this Agreement, CONTRACTOR shall comply with the applicable provisions of Attachment C.

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

### **FEDERAL PROVISIONS**

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

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



## **Attachment D. Standards of Conduct Declaration**

For purposes of this declaration:

“Controlling interest” means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty percent (50%).

“Employee” means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the Constitutional Convention, but excluding legislators, delegates to the constitutional convention, justices and judges. References to “Employee”, below, includes all State of Hawai‘i employees, including RCUH and UH employees. (HRS § 84-3).

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

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

CONTRACTOR understands that the Agreement to which this document is attached is voidable on behalf of the RCUH if the Agreement was entered into in violation of any provision of Chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the above declarations. Additionally, any fee, compensation, gift, or profit received by any person as a result of violating the Code of Ethics may be recovered by RCUH.

CONTRACTOR

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By

Its

(Title)

Date

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

## **Attachment E. Insurance Requirements**

CONTRACTOR shall maintain Commercial General Liability insurance acceptable to RCUH in full force and effect throughout the term of the AGREEMENT. The policy or policies of insurance maintained by the CONTRACTOR shall provide a minimum Combined Single Limit Coverage (bodily injury and property damage) in the amount of \$1,000,000 per occurrence and \$5,000,000 general aggregate per policy year. Insurance shall be in force the first day of the term of the AGREEMENT.

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

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

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

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

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

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

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

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

CONTRACTOR agrees to deposit with RCUH, on or before the effective date of the AGREEMENT, certificates of insurance necessary to satisfy RCUH that the insurance provisions of the AGREEMENT have been complied with and to keep such insurance in effect and the certificates therefore on deposit with RCUH during the entire term of the AGREEMENT.

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

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

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