



PUBLIC UTILITIES COMMISSION

RELEASE DATE: Tuesday, July 23, 2024

**REQUEST FOR PROPOSALS
No. RFP-PUC-25-04
SEALED OFFERS
FOR
AUDIO VISUAL SERVICE PROVIDER TO THE
PUBLIC UTILITIES COMMISSION**

**STATE OF HAWAII
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
PUBLIC UTILITIES COMMISSION**

SEE TABLE 1 IN SECTION 1.5 CONCERNING FILING DATE DEADLINES

DIRECT QUESTIONS RELATING TO THIS SOLICITATION IN HIEPRO (STATE OF HAWAII E-PROCUREMENT SYSTEM).

Jodi Endo Chai
Procurement Officer
State of Hawaii Public Utilities Commission

RFP-PUC-25-04

Administrative Information

Title:	AUDIO VISUAL SERVICE PROVIDER TO THE PUBLIC UTILITIES COMMISSION
Project Description	The State of Hawaii Public Utilities Commission (“PUC” or “Commission” or “Hawaii Public Utilities Commission”) is issuing this Request for Proposals (“RFP”) to select an audio-visual service provider (“Offeror” or “Provider”) for the use of the Commission to provide audio-visual technical assistance during certain meetings on an ad hoc basis (“Service”).
Point of Contact	Hawaii Public Utilities Commission via Hawaii E-Procurement – HlePRO
Submit proposals electronically via email	Electronic Submission to Hawaii E-Procurement – HlePRO
Closing Date & Time:	Monday, August 5, 2024 2:00 pm HST, as seen in Table 1 in Section 1.5 below.
Cost:	State is seeking a audio visual service provider (“Offeror” or “Provider”) for the use of the Commission to provide Audio Visual technical assistance during certain meetings on an ad hoc basis. Proposals should include budget and cost estimates, including rates and all fees, taxes, and other costs.
Term of Contract:	The contract is anticipated to last 12 months from the start of the contract, but the Commission anticipates issuing a contract extension for another 12 months thereafter.

TABLE OF CONTENTS

	<u>Pages</u>
SECTION ONE: INTRODUCTION, KEY DATES, AND GENERAL INFORMATION	1-3
SECTION TWO: BACKGROUND AND SCOPE OF WORK	4-8
SECTION THREE: PROPOSAL FORMAT AND CONTENT	9-16
SECTION FOUR: EVALUATION PROCESS AND CRITERIA	17-18
SECTION FIVE: CONTRACTOR SELECTION AND CONTRACT AWARD	19-22
SECTION SIX: SPECIAL PROVISIONS	23-24
ATTACHMENT ONE: TRANSMITTAL LETTER/ AUTHORITY TO BIND	OF-1

1 INTRODUCTION, KEY DATES, AND GENERAL INFORMATION

1.1 NOTICE TO OFFERORS

Offerors are encouraged to read each section of the solicitation thoroughly. While sections such as this Introduction and Key Dates may appear similar, they may not be identical. It is the responsibility of the Offeror to understand the requirements.

Offerors shall note that this solicitation may result in a contract with the Hawaii Public Utilities Commission (“PUC” or “Commission”).

1.2 CANCELLATION

The Request for Proposals (“RFP”) may be cancelled and any or all proposals rejected in whole or in part, without liability to the State, when it is determined to be in the best interest of the State.

1.3 INTRODUCTION

The Commission issues this RFP to solicit bids from qualified audio-visual service providers (“Offeror” or “Provider”) for the use of the Commission to provide audio-visual technical assistance during certain meetings that need to be televised or otherwise streamed to a different location (“hybrid meeting”) on an ad hoc basis (“Service”). The Provider’s roles and responsibilities include providing all necessary audio-visual equipment, on-site setup, staffing to run the equipment, and any other technical assistance related to the Service deemed necessary to run said Service, as described in RFP Section 2, *Background and Scope of Work*.

1.4 SUMMARY OF RFP

1.4.1 Scope Summary

The purpose of this RFP is to support selection of a Provider that will be responsible for managing and providing all the following services as directed by the Commission:

- (a) Provide all audio-visual equipment in support of specified meetings in accordance with RFP Section 2, *Background and Scope of Work* that conform with the various provided event layout specifications.
- (b) Conduct setup, running, and breakdown of all equipment on a timescale as specified for specified meetings on an ad hoc basis.
- (c) Provide a back-up recording of the meetings served.
- (d) Provide highspeed internet connection for use by Commission equipment (if requested by the Commission and not provided by venue).
- (e) Support local community media by partnering with or otherwise utilizing local community media streaming to local access channels.
- (f) Special projects as requested by the Commission to be conducted on an hourly basis for professional recording and production.

To provide the requested services, the Offeror is expected to propose fixed pricing for each 4-hour block of time required to support the specified meeting, as differentiated by the island that the meeting is conducted on, as well as a few factors that make the meeting

lower effort or higher effort (further elaborated within RFP Section 2). The Offeror may, but is not required to, propose use of a Subcontractor for any part of the above scope, but the Offeror must indicate which scope items are being provided by a Subcontractor. The Commission highly recommends that the Offeror consider subcontracting with local community media to each island wherever possible.

1.4.2 Contract Term

The term of the contract for the Provider will last 12 months from the time of the start of the contract but may be extended an additional 12 months pursuant to any additional agreed upon tasks between the Provider and the Commission.

1.4.3 Budget

For this one-year contract, with an extension allowed for a second year, the budget shall be structured on a per event basis and will be treated as a not-to-exceed budget per event, along with hourly billable “special projects”. The total contract budget amount will be under \$100,000 including all applicable taxes, or as further modified or determined by the Commission.

For estimated purposes – the Commission is estimating that it will require accommodation of at least 3 meetings each on the Island of Hawaii, Oahu, and Maui as well as 1 meeting each on Lanai, Molokai, and Kauai. The Commission is estimating needing around 20 hours of “special project” work.

Proposals shall include budget and cost estimates, including all rates, taxes, fees, and other costs.

No work shall be conducted under the auspices of any contract resulting from this RFP unless and until it is approved in writing by the Commission.

1.5 SCHEDULE AND SIGNIFICANT DATES

The schedule represents the State’s best estimate of the schedule that will be followed. All times indicated are Hawaii Standard Time (HST). If a component of this schedule, such as "Proposal Due date/time" is delayed, the rest of the schedule will likely be shifted by the same number of days. Any change to the RFP Schedule and Significant Dates shall be reflected in and issued in an addendum. The approximate schedule is as follows:

Table 1: RFP Schedule and Significant Dates

Activity	Scheduled Dates*
Release of Request for Proposals	July 23, 2024
Written Questions due in HiePRO, no later than	July 26, 2024 4:30 PM HST
Responses to Questions, no later than	July 31, 2024 4:30 PM HST
Addenda/Amendments to RFP (if necessary)	August 1, 2024 4:30 PM HST
Closing Date – RFP Proposals due via HiePRO	August 5, 2024 2:00 PM HST
Proposal Review Period	August 6 – August 12, 2024
Optional discussions with priority-listed Offerors	August 13 – August 16, 2024
If required, Best and Final Offers due	August 21, 2024 4:30 PM HST
Bidders Notified of Award Selection	August 23, 2024
Final Contract Developed and Issued	August 27, 2024

*(note: all deadlines are HST).

Potential Offerors must adhere to the specified time that an item is due.

Key Deadlines:

- *Written Questions must be received by Hawaii PUC no later than **July 26, 2024, 4:30 pm HST**(Submitted via HiePRO)*
- *All RFP proposal materials due to Hawaii PUC no later than **August 5, 2024, 2:00 pm HST** (Submitted via HiePRO), as seen above in Table 1.*

1.6 QUESTIONS AND ANSWERS PRIOR TO OPENING OF PROPOSALS

All questions shall be submitted by the due date specified in Section 1.5, *RFP Schedule and Significant Dates*, as amended.

Questions will receive responses no later than July 31, 2024, 4:30 pm.

The State will respond to questions through Addenda/Amendments by the date specified in Section 1.5, *RFP Schedule and Significant Dates*, as amended.

2 BACKGROUND AND SCOPE OF WORK

2.1 PUBLIC UTILITIES COMMISSION OVERVIEW

The State of Hawai'i ("State" or "Hawaii") Public Utilities Commission was established in 1913. The Commission's primary duty is to serve the public's interest by overseeing and regulating the public utilities to ensure that they provide reliable service at reasonable rates.

The Commission's primary activities are to review and approve rates, tariffs, charges and fees; determine the allowable rate of earnings in establishing rates; issue guidelines concerning the general management of franchised or certificated utility businesses; and act on requests for the acquisition, sale, disposition or other exchange of utility assets, including mergers and consolidations.

The Commission also has the statutory authority to enforce applicable State statutes, and to establish and enforce administrative rules and regulations, and to set policies and standards.

2.2 SERVICE OVERVIEW AND HISTORY

2.2.1 Purpose

The purpose of this Service is to provide the Commission technical support for specific designated meetings hosted either at the Commission's Hearing room or at other meeting locations as determined by the Commission on an ad hoc basis. The Commission also intends to utilize this Service on an hourly basis for special projects. The intent of this Service is to supplement Commission staff resources with professional audio-visual support so as to allow for a more seamless inclusion of meeting hosting, and to provide professional audio-visual and production support for special projects.

2.2.2 Institutional Overview

The **State of Hawaii Public Utilities Commission** is a quasi-judicial body responsible for guiding the development of the State's regulated utility policies that best serve the long-term interest of Hawaii utility ratepayers, with the goal of the provision of high-quality public utility service in Hawaii at reasonable costs. The Commission is responsible for regulating all chartered, franchised, certificated, and registered public utility companies that provide electricity, gas, telecommunications, private water and sewage, and motor and water carrier transportation services in the State. The Commission is also responsible for supervising the rates, quality of service and overall financial management of all Hawaii's electric utilities and the third-party program administrator(s).

2.3 SCOPE OF WORK

This section describes the Commission's general objectives for the Provider, the expected and possible tasks and activities included in the scope of services associated with this RFP.

2.3.1 Overview

The Commission is interested in an audio-visual service provider (“Offeror” or “Provider”) for the use of the Commission to provide Audio Visual technical assistance during certain meetings on an ad hoc basis.

2.3.2 Objectives

The Commission’s objectives for the audio-visual service provider:

1. Provide audio visual equipment in support of specified meetings that conform with the following five basic event layouts:
 - a. Pannel / Public Comment
 - b. Hearing
 - c. Town Hall
 - d. Conference
 - e. Workgroup
2. Conduct setup of equipment, running of equipment, and breakdown of all equipment on a timescale as specified for specified meetings on an ad hoc basis.
 - a. Evening meetings will likely start at either 5pm or 6pm and run to 8pm at the latest.
 - b. Day meetings may start as early as 9am and go until 4pm if all day, or last 3 hours until noon, or start at 1pm and go until 4pm.
 - c. The Commission requests that Offerors plan to arrive at least 1 hour ahead of the meeting and breakdown from the meeting at most 1 hour after, or another time guideline as deemed sufficient by both the Commission and the Offeror on a per event basis.
3. Provide a back-up recording of the meetings served.
 - a. The Commission may request a back-up recording if the livestream is interrupted or otherwise prevented from being continued on a live basis.
4. Provide highspeed internet connection for use by Commission equipment (if requested by the Commission and not provided by venue).
 - a. The Commission notes that hotspots may not be sufficient to support a meeting and note that a multiplex box, or satellite internet may be necessary to support the Commission’s needs.
 - b. The Commission’s in office internet can support internet connections for the Commission’s devices, but any other devices that are not part of the Commission’s trusted devices should not be plugged in.
5. If requested by the Commission, provide a live stream feed to back office for direct feed into the Commission’s YouTube Live channel.
 - a. This particular objective covers times where the Commission does not require online discussion and instead the Commission would like to enable online viewing.
6. Support local broadcast through use of local community media.
7. Provide ad hoc special projects that are billable by hour for professional recording services.

2.3.3 Work Scope Primary Task Areas

The Commission splits tasks into fixed increments of time blocks, island location, and enables providers to split the event layouts and respective hosting options into two

tranches – lower effort and higher effort. Providers should price each item with detailed descriptions as to what equipment is needed and provide an overall price per block as well as the lower effort or higher effort approaches.

1. Block of 4 hours of meeting time – any fraction thereof, up to three contiguous blocks, but usually not more than one block on a single day
2. Block meeting to be held on Oahu, Big Island, Maui, Molokai, Lanai, or Kauai
3. Single proposed pricing for all event layouts and streaming responsibility, or two proposed pricing for split event layouts and streaming responsibility.

These tasks are outlined below with deliverables as applicable. In terms of transportation and lodging costs, the Commission will not offer payment for the Offeror's on island staff. In terms of incremental labor costs, the Commission notes that there may be instances where either the Offeror requires use of overtime or contract labor, and that the Offeror should provide its best estimate as to what that would be for this particular consideration.

The Commission may alter or change these key tasks at any time.

TASK 1: Block of 4-hour meeting on Oahu

Considering the five basic event types (Panel / Public Comment, Hearing, Town Hall, Conference, Workgroup) and the streaming responsibility (Commission controlled through WebEx platform or Provider controlled and ultimately fed into Commission's YouTube live channel) please provide a fixed price (either split into high and low effort or provided as a single rate) that considers the following:

1. Costs to transport equipment;
2. Costs to run equipment during meeting;
3. Incremental labor costs for personnel provided to run equipment; and
4. Personnel transportation and lodging costs.

Provide a listing of each cost category to justify subitems (if possible).

TASK 2: Block of 4-hour meeting on Big Island

Considering the five basic event types (Panel / Public Comment, Hearing, Town Hall, Conference, Workgroup) and the streaming responsibility (Commission controlled through WebEx platform or Provider controlled and ultimately fed into Commission's YouTube live channel) please provide a fixed price (either split into high and low effort or provided as a single rate) that considers the following:

1. Costs to transport equipment;
2. Costs to run equipment during meeting;
3. Incremental labor costs for personnel provided to run equipment; and
4. Personnel transportation and lodging costs.

Provide a listing of each cost category to justify subitems (if possible).

TASK 3: Block of 4-hour meeting on Maui

Considering the five basic event types (Panel / Public Comment, Hearing, Town Hall, Conference, Workgroup) and the streaming responsibility (Commission controlled through WebEx platform or Provider controlled and ultimately fed into Commission's YouTube live channel) please provide a fixed price (either split into high and low effort or provided as a single rate) that considers the following:

1. Costs to transport equipment;
2. Costs to run equipment during meeting;
3. Incremental labor costs for personnel provided to run equipment; and
4. Personnel transportation and lodging costs.

Provide a listing of each cost category to justify subitems (if possible).

TASK 4: Block of 4-hour meeting on Molokai

Considering the five basic event types (Pannel / Public Comment, Hearing, Town Hall, Conference, Workgroup) and the streaming responsibility (Commission controlled through WebEx platform or Provider controlled and ultimately fed into Commission's YouTube live channel) please provide a fixed price (either split into high and low effort or provided as a single rate) that considers the following:

1. Costs to transport equipment;
2. Costs to run equipment during meeting;
3. Incremental labor costs for personnel provided to run equipment; and
4. Personnel transportation and lodging costs.

Provide a listing of each cost category to justify subitems (if possible).

TASK 5: Block of 4-hour meeting on Lanai

Considering the five basic event types (Pannel / Public Comment, Hearing, Town Hall, Conference, Workgroup) and the streaming responsibility (Commission controlled through WebEx platform or Provider controlled and ultimately fed into Commission's YouTube live channel) please provide a fixed price (either split into high and low effort or provided as a single rate) that considers the following:

1. Costs to transport equipment;
2. Costs to run equipment during meeting;
3. Incremental labor costs for personnel provided to run equipment; and
4. Personnel transportation and lodging costs.

Provide a listing of each cost category to justify subitems (if possible).

TASK 6: Block of 4-hour meeting on Kauai

Considering the five basic event types (Pannel / Public Comment, Hearing, Town Hall, Conference, Workgroup) and the streaming responsibility (Commission controlled through WebEx platform or Provider controlled and ultimately fed into Commission's YouTube live channel) please provide a fixed price (either split into high and low effort or provided as a single rate) that considers the following:

1. Costs to transport equipment;
2. Costs to run equipment during meeting;
3. Incremental labor costs for personnel provided to run equipment; and
4. Personnel transportation and lodging costs.

Provide a listing of each cost category to justify subitems (if possible).

TASK 7: Special Projects – billable by hour

The Commission would also like to understand what the Provider's billable by hour rate would be to support:

- Production tasks with pre-recorded materials.
- Professional recording for public service announcements under fixed camera situations plus production tasks.
- Professional recording for public service announcements under moving camera situations plus production tasks.
- Short video A-roll plus production tasks.
- Short video B-roll plus production tasks.
- Other AV related tasks.

Provide an hourly rate for each of the above sub-tasks, in hourly increments.

Although work under the special project Task 7 are assumed to encompass activities on Oahu, there may be instances of neighbor island travel. The Commission will take the provided personnel transportation and lodging costs as seen in Tasks 1-6 as the basis for any additional travel costs borne to a special project task.

2.4 TERM OF CONTRACT

As stated above, the Commission anticipates this contract to last 12 months, with the option for a 12-month extension.

2.5 CONTRACT INVOICING

Should the Offeror be selected as the contracted provider, the Commission does not anticipate paying any retainer, and will instead pay invoices to a final contract in line with task completion based on blocks of 4-hours or under the special projects task as billed on an hourly basis. Thus, the Commission may choose not to utilize the services of the contracted provider, but the Commission guarantees it will pay for services in increments of 4-hour blocks for any work done within that block time, or by hour under the special projects task. Never-the-less, the Commission will not allow a final contract to exceed the overall contract value as stated in 1.4.3 budget and considers that value an overall project not-to-exceed price.

2.6 CONTRACT ADMINISTRATOR

For the purposes of this RFP process, Jodi Endo Chai, Executive Officer, is designated the Procurement Officer.

For the purposes of this RFP process, Dung Vo, Administrative Services Officer, is an authorized representative. All questions should be submitted to HlePRO.

3 PROPOSAL FORMAT AND CONTENT

3.1 OFFEROR'S AUTHORITY TO SUBMIT AN OFFER

The State will not participate in determinations regarding an Offeror's authority to sell a product or service. If there is a question or doubt regarding an Offeror's right or ability to obtain and sell a product or service, the Offeror shall resolve that question prior to submitting an offer.

3.2 REQUIRED REVIEW

3.2.1 Before submitting a proposal, each Offeror must thoroughly and carefully examine this RFP, any attachment, addendum, and other relevant document, to ensure Offeror understands the requirements of the RFP. Offeror must also become familiar with State, local, and Federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work required.

3.2.2 Should Offeror find defects and questionable or objectionable items in the RFP, Offeror shall notify the Hawaii PUC in writing prior to the deadline for written questions as stated in Section 1.5, *RFP Schedule and Significant Dates*, as amended. This will allow the issuance of any necessary corrections and/or amendments to the RFP by addendum and mitigate reliance of a defective solicitation and exposure of proposal(s) upon which award could not be made.

3.3 PROPOSAL PREPARATION COSTS

Any and all costs incurred by the Offeror in preparing or submitting a proposal shall be the Offeror's sole responsibility whether or not any award results from this RFP. The State shall not reimburse such costs.

3.4 TAX LIABILITY

3.4.1 Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Contractor is advised that they are liable for the Hawaii GET at the current applicable rate. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax-exempt status and cite the HRS chapter or section allowing the exemption.

3.4.2 Federal I.D. Number and Hawaii General Excise Tax License I.D. Offeror shall submit its current Federal I.D. No. and Hawaii General Excise Tax License I.D. number in the space provided on Offer Form, page OF-1, thereby attesting that the Offeror is doing business in the State and that Offeror will pay such taxes on all sales made to the State.

3.5 PROPERTY OF STATE

All proposals become the property of the State of Hawaii.

3.6 CONFIDENTIAL INFORMATION

- 3.6.1 If an Offeror believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld from disclosure as confidential, then the Offeror shall inform the Procurement Officer named on the cover of this RFP in writing and provided with justification to support the Offeror's confidentiality claim. Price is not considered confidential and will not be withheld.
- 3.6.2 An Offeror shall request in writing nondisclosure of information such as designated trade secrets or other proprietary data Offeror considers to be confidential. Such requests for nondisclosure shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

3.7 EXCEPTIONS

Should Offeror take any exception to the terms, conditions, specifications, or other requirements listed in the RFP, Offeror shall list such exceptions in this section of the Offeror's proposal. Offeror shall reference the RFP section where exception is taken, a description of the exception taken, and the proposed alternative, if any. The State reserves the right to accept or not accept any exceptions.

3.8 PROPOSAL GUIDANCE

- 3.8.1 One of the objectives of this RFP is to make proposal preparation easy and efficient, while giving Offerors ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective.
- 3.8.2 Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate for the purpose. Emphasis will be on completeness and clarity and content.
- 3.8.3 When an Offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Offeror has identified as necessary to successfully complete the obligations outlined in this RFP.
- 3.8.4 The proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this RFP as stated in Section 2.3 SCOPE OF WORK.
- 3.8.5 Offeror shall submit a proposal that includes an overall strategy, timeline and plan for the work proposed as well as expected results and possible shortfalls.
- 3.8.6 To be considered responsive, the Offeror's proposal shall respond to and include all items specified in this RFP and any subsequent addendum. Any proposal offering

any other set of terms and conditions that conflict with the terms and conditions providing in the RFP or in any subsequent addendum may be rejected without further consideration.

3.9 PROPOSAL CONTENTS

Proposals shall be organized in the exact prescribed format using all titles, subtitles, and numbering, with each section being tabbed and separated into sections as listed below. The proposal shall include, without limitation, all of the information requested in this RFP in the order listed below, and pages must be numbered.

- Transmittal Letters
- Table of Contents
- 1. Executive Summary
- 2. Administrative Requirements
- 3. Offeror Background and Organization
- 4. Technical Response and Proposed Workplan
- 5. Managing Customer-Specific and Competitively Sensitive Information
- 6. Cost Proposal
- 7. Assumptions and Exceptions
- 8. Appendix – Resumes
- 9. Attachment 1 – Offeror Form 1

3.9.1 Transmittal Letters

Transmittal letters must be included as part of the Offeror's technical proposal.

3.9.2 Contractor Transmittal Letter

The transmittal letter must be on the Offeror's official business letterhead and must be in the form of a standard business letter that is signed by an individual or individuals authorized to legally bind the Offeror.

The Transmittal Letter shall include statements indicating:

- That the Offeror understands and has complied with all terms and conditions indicated in the RFP in the preparation of their proposal and will comply with all terms and conditions indicated in the RFP if they are selected as the Successful Offeror and execute a resulting contract with the Commission.
- If successful, the Offeror will assume responsibility for the life of the contract for all contractual activities, products, and deliverables identified in the RFP and offered in the Successful Offeror's accepted proposal whether or not the Successful Offeror directly performs or provides them.
- The name, email, and telephone number of the person who may be contacted during the evaluation process to discuss the Offeror's proposal.
- A statement of affirmative action that the Offeror does not discriminate in its employment and collection practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, handicap, or disability.
- If the Offeror have or may have a real or perceived conflict, disclosure of the potential real or perceived conflict must be described with registration

- and within this cover letter of the proposal.
- That the Offeror agrees that the Commission reserves the right to disapprove Offeror and/or Service Provider recommendations without penalty, when they conflict with the policy, preferences or fiscal interests of the Commission, as determined by the Commission.

3.9.3 Table of Contents

The Table of Contents must reference the section numbers of this RFP proposal and the corresponding page numbers in Offeror's proposal. Tabs should separate each of the individual sections in printed documents.

3.9.4 Proposal Section 1: Executive Summary

The Executive Summary shall clearly and concisely summarize and highlight the contents of the proposal to provide the Commission with a clear and broad understanding of the entire proposal. The Executive Summary shall include at least all of the items below:

3.9.4.a Team Information

This subsection must include a description of proposed Service Provider team summarizing, preferably in table format, the following information concerning the contractor:

- Firm name
- Key personnel of each firm assigned and committed to this project and very brief summary indication of their location (city and state) and role

3.9.4.b Approach to Scope of Work

Please provide a brief summary of Offeror's approach to providing services called for in the scope of work and cost-effectively providing the best possible services.

3.9.5 Proposal Section 2: Administrative Requirements

The Administrative Requirements subsection must contain information requested below.

3.9.5.a Basic Information

Legal Entity: A statement indicating that the Offeror is a corporation or other legal entity (which must be specified, i.e., corporation, partnership, joint venture, etc.), and indicating the jurisdiction where the Offeror is organized.

Federal Tax ID Number: A statement setting forth the Offeror's Federal tax identification number ("I.D.").

3.9.5.b Certificates of Registration

Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237 and **vendors are advised that they are liable for the GET. A true and certified copy of contractor certificates of registration must be provided and a State**

General Excise Tax I.D. must also be provided. as attachment to the Transmittal Letter.

If, however, an Offeror is a firm and/or person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax-exempt status and cite the HRS chapter or Section allowing the exemption.

3.9.6 Proposal Section 3: Offeror Background and Organization

The Offeror background and organization response section should be no longer than 25 pages. This suggested page limit does not include resumes.

3.9.6.a Offeror Team Summary Information

Include in a table format, the following information:

1. Legal name of firm
2. Physical address of principal place of business and all other offices including the location of the office(s) which will perform work on behalf of the Commission, i.e. the location of identified key staff and support staff
3. Contact email address and mailing address (if the mailing address is different from above)
4. Date established
5. Ownership (public or private company, partnership, subsidiary, etc.)
6. Offeror's primary line of business;
7. Number of employees
8. Number of employees engaged in tasks directly related to the requirements listed in this RFP
9. History of company name changes and dates associated with each name
10. Location where incorporated or otherwise legally established.

3.9.6.b Offeror Conflicts of Interest

The Offeror should declare any potential conflicts of interest for consideration by the Commission. A conflict of interest may include work performed for Hawaiian Electric or any developer, consultant, or other entity with existing or past contract(s) with Hawaiian Electric.

While a conflict of interest will not automatically disqualify an Offeror from consideration, at the sole discretion of the Commission such an answer and a review of the background details may result in a rejection of the Offeror's proposal. The committee will make this decision based on its determination of the nature of the conflicting interest, the conflict's possible impact on the Offeror's performance of the work, and the best interests of the State.

3.9.6.c Organization

This subsection shall include organizational charts of proposed key personnel assigned to this project and their job titles and responsibilities.

The Commission reserves the right to disqualify any potential Offeror that changes key personnel assigned to perform the Service Provider's responsibilities, prior to the execution of the contract.

3.9.6.d Offeror Experience and Expertise

A critical element of the selection process is the experience and capabilities of proposed team members associated with completing the variety of evaluation and assessment activities associated with the scope of work described in this RFP.

The Offeror's team is expected to demonstrate skills and experience with a variety of activities.

While firm experience is important, this subsection of the proposal must include a listing of directly related experience/expertise obtained by senior management employees or officers, project managers, task leaders, senior analysts, and other key personnel who will be primarily assigned to perform or oversee the work described in the Offeror's proposal.

For key personnel, information should be provided indicating how the key personnel's experience, expertise and educational background will enable them to successfully complete their assigned tasks. The Offeror must describe examples of projects for which the Offeror's proposed team members have successfully provided services on projects that were similar in their nature, size and scope of work described in this RFP. Presenting experience and expertise for the contractor staff that will be available for Service Provider assignments, with reference to the task areas defined in the Scope of Work Section, is preferred.

Specific areas for expertise and experience that should each be clearly addressed are the task areas listed in Section 2.3.3.

When describing experience, Offerors, at a minimum must include a brief analysis of the degree of similarity in the nature, size, and scope of the services provided and the dates of performance for the examples and which key personnel assigned to this project were involved in the experience and what their role is or was.

3.9.6.e References

Provide references with name, title, organization, phone number and e-mail with brief description of services performed for three (3) references for work performed currently or within last two years. References should be for activities on which individuals identified in this proposal as key personnel have or have had a substantive role.

By listing the references, Offerors grant the State authorization to contact these client references to assess the Offeror's quality of work performed and other attributes.

The Commission or its representatives may also contact other past or current clients indicated in the Offeror's proposal, even if such clients are not specifically identified in the references section of the proposal.

3.9.7 Proposal Section 6: Cost Proposal

3.9.7.a Description and assumptions for labor and other costs

Offerors shall provide information describing the assumptions used to determine labor costs and any other costs.

3.9.7.b Budget tables

Offerors are to provide budget information tables as tables in Section 6 of their proposal. Offerors must provide labor rates information, including hourly rates for services, by firm (if applicable), by personnel with rates for all labor categories, specifically including rates for identified key personnel, as well as estimates for any other costs associated with the proposal.

Offerors are to provide estimated budget scopes for each task in the scope of work.

3.9.8 Proposal Section 7: Appendix – Resumes

Include resumes for key personnel and others as necessary. Resumes should indicate credentials, experience and expertise related to individuals' expected role(s). Each resume should be limited three pages or less.

3.9.9 Proposal Section 7: Attachment 1 – Offeror Form-1

Include completed Offeror Form 1 ("OF-1"), which can be found in Attachment 1 of this RFP.

3.10 RECEIPT AND REGISTER OF PROPOSALS

Proposals will be received, and receipt verified by e-mail on or after the date and time specified in Section 1.5, RFP Schedule and Significant Dates, as amended.

3.11 BEST AND FINAL OFFER (BAFO)

If the State determines a BAFO is necessary, it shall request one from the Priority Listed Offerors. The Priority Listed Offerors shall submit respective BAFOs by the date/time indicated in Section 1.5-Schedule and Significant Dates. Any BAFO received after the deadline or not received shall not be considered.

3.12 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF OFFERS

- 3.12.1 The Offeror may modify or withdraw a proposal before the proposal due date and time.
- 3.12.2 Any change, addition, deletion of attachment(s) or data entry of an Offer may be made prior to the deadline for submittal of offers.

4 EVALUATION PROCESS AND CRITERIA

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

PROPOSAL EVALUATION CRITERIA AND SCORING

The Commission will evaluate the adequacy of the approach proposed to complete the tasks described in Section 2.3, Scope of Work. This area of evaluation includes an assessment of the detailed proposal. In addition, this part of the evaluation assesses the Offeror's approach to management and control methods and tools to successfully operate as the Service Provider described in its proposal.

Proposals will also be evaluated for the adequacy of the Offeror's understanding of state and federal laws, regulations, policies and procedures relating to the Service Provider's responsibilities. The proposals will be evaluated according to the evaluation criteria and their respective weights listed in **Table 2**. The section following the table further describes each of the evaluation criteria.

Table 2: Evaluation Criteria and Weighting

Evaluation Criteria	Weighting
General Requirements	Pass/No Pass
Understanding the Service Provider's Role	10 points
Offeror Background, Organization and Staff Experience	25 points
Proposed Workplan	25 points
Cost and Value	40 points

4.1.1 General Requirements (pass / no pass)

The evaluation of general requirements as specified herein shall be on a "pass/no pass" basis; no points shall be assigned for these requirements. Each proposal will be reviewed to determine if the proposal is sufficiently responsive to permit a complete evaluation. To satisfy general requirements, the proposal shall include, without limitation, all of the information requested in this RFP in the order specified. Failure to meet the general requirements will be grounds for deeming the proposal non-responsive to the RFP and may result in non-consideration of the proposal.

4.1.2 Understanding the Service Provider's Role and the Commission's Needs

The Offeror's proposal will be evaluated against the following criteria:

1. Has the Offeror demonstrated a thorough understanding of the purpose and scope of the Service Provider's responsibilities?
2. How well has the Offeror identified pertinent issues, potential problems, and proposed approaches?

4.1.3 Offeror Background, Organization and Staff Experience

The Commission will evaluate the experience, performance, resources, and qualifications of the Offeror. References will be verified and findings incorporated into the evaluation.

The Offeror's proposed organization and staffing resources will be evaluated to assess the Offeror's capability to carry out the duties and responsibilities.

The Commission will evaluate the key management personnel and other key personnel proposed for the Service Provider's responsibilities, based on experiences listed under the individual resumes.

References for the proposed firms and individual(s) assigned to this contract will be checked and included in the evaluation of this section. Reference checking is not limited to only those references supplied by the Offeror.

4.1.4 Proposed Workplan

Evaluation criteria for this section will assess the Offeror's approach to the Service Provider's responsibilities. Specifically, proposals will be evaluated against the following criteria:

1. Adequacy of approach to meeting the requirements specified in scope of work; and,
2. Innovative approaches or ideas where appropriate.

4.1.5 Cost and Value Proposal

Cost and value shall be based on proposed rates for labor and other costs, markups (which are discouraged), and budget related information provided in response to this solicitation. Labor rates will be evaluated based on expertise and value for key personnel and other personnel rates, and evidence that the Offeror can deploy personnel resources to achieve an optimal balance of cost, expertise, oversight, analyses, record-keeping and other activities.

5 CONTRACTOR SELECTION AND CONTRACT AWARD

5.1 EVALUATION OF PROPOSALS

The Commission shall evaluate proposals based on the evaluation criteria set out in Section Four of this RFP.

Prior to holding any discussion, a priority list shall be generated consisting of offers determined to be acceptable or potentially acceptable. However, proposals may be accepted without such discussions.

If numerous acceptable and potentially acceptable proposals are submitted, the Commission may limit the priority list to the three highest ranked, responsible Offerors.

5.2 DISCUSSIONS WITH PRIORITY LISTED OFFERORS

The Commission may invite priority listed Offerors to discuss their proposals to ensure thorough, mutual understanding. The Commission in its sole discretion shall schedule the time and location for these discussions, generally within the timeframe indicated in Section 1.5, *RFP Schedule and Significant Dates*. The Commission may also conduct discussions with priority listed Offerors to clarify issues regarding the proposals before requesting Best and Final Offers, if necessary.

5.3 AWARD OF CONTRACT

Method of Award. Award will be made to the qualified Offeror whose proposal is determined to be the most advantageous to the State based on the evaluation criteria set forth in the RFP.

5.4 RESPONSIBILITY OF OFFERORS

Offeror is advised that in order to be awarded a contract under this solicitation, Offeror will be required, to be compliant with all laws governing entities doing business in the State including the following chapters and pursuant to HRS §103D-310(c):

Chapter 237, General Excise Tax Law;
Chapter 383, Hawaii Employment Security Law;
Chapter 386, Worker's Compensation Law;
Chapter 392, Temporary Disability Insurance;
Chapter 393, Prepaid Health Care Act; and
§103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

The State will verify compliance on Hawaii Compliance Express (HCE).

Hawaii Compliance Express. The HCE is an electronic system that allows vendors/contractors/service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that

replaces the necessity of obtaining paper compliance certificates from the Department of Taxation, Federal Internal Revenue Service; Department of Labor and Industrial Relations, and Department of Commerce and Consumer Affairs.

Vendors/contractors/service providers should register with (HCE) prior to submitting an offer at <https://vendors.ehawaii.gov>. The annual registration fee is \$12.00 and the 'Certificate of Vendor Compliance' is accepted for the execution of contract and final payment.

Timely Registration on HCE. Vendors/contractors/service providers are advised to register on HCE soon as possible. If a vendor/contractor/service provider is not compliant on HCE at the time of award, an Offeror will not receive the award.

5.5 PROPOSAL AS PART OF THE CONTRACT

This RFP and all or part of the successful proposal may be incorporated into the contract.

5.6 NOTICE OF AWARD

The notice of award, if any, resulting from this solicitation shall be posted on the Hawaii Awards and Notices Database (HANDS), which is available on the SPO website: <https://hands.ehawaii.gov/hands/>.

5.7 APPROVALS

Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General, and to all further approvals, including the approval of the Governor, as required by statute, regulation, rule, order, or other directive.

5.8 CONTRACT EXECUTION

Successful Offeror receiving award shall enter into a formal written contract. No performance or payment bond is required for this contract.

No work is to be undertaken by the Contractor prior to the effective date of contract. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official starting date.

If an option to extend is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract for the additional extension period.

5.9 INSURANCE

Prior to the contract start date, the Contractor shall procure at its sole expense and maintain insurance coverage acceptable to the State in full force and effect throughout the term of the Contract. The Offeror shall provide proof of insurance for the following minimum insurance coverage(s) and limit(s) in order to be awarded a contract. The type of insurance coverage is listed as follows:

1. Commercial General Liability Insurance

Commercial general liability insurance coverage against claims for bodily injury and property damage arising out of all operations, activities or contractual liability by the Contractor, its employees during the term of the Contract. This insurance shall include the following coverage and limits specified or required by any applicable law: bodily injury and property damage coverage with a minimum of \$1,000,000 per occurrence; personal and advertising injury of \$1,000,000 per occurrence; broadcasters' liability insurance of \$1,000,000 per occurrence; and with an aggregated limit of \$2,000,000. The commercial general liability policy shall be written on an occurrence basis and the policy shall provide legal defense costs and expenses in addition to the limits of liability stated above. The Contractor shall be responsible for payment of any deductible applicable to this policy.

2. Automobile Liability Insurance

Automobile liability insurance covering owned, non-owned, leased, and hired vehicles with a minimum of \$1,000,000 for bodily injury for each person, \$1,000,000 for bodily injury for each accident, and \$1,000,000 for property damage for each accident.

3. Appropriate levels of per occurrence insurance coverage for workers' compensation and any other insurance coverage required by Federal or State law.

5.9.1 The Contractor shall deposit with the SPO, on or before the effective date of the Contract, certificate(s) of insurance necessary to satisfy the SPO that the provisions of the Contract have been complied with, and to keep such insurance in effect and provide the certificate(s) of insurance to the SPO during the entire term of the Contract. Upon request by the SPO, the Contractor shall furnish a copy of the policy or policies.

5.9.2 The Contractor will immediately provide written notice to the SPO and contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed up expiration.

5.9.3 The certificates of insurance shall contain the following clauses:

1. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."

2. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."
- 5.9.4 Failure of the Contractor to provide and keep in force such insurance shall constitute a material default under the Contract, entitling the State to exercise any or all of the remedies provided in the Contract (including without limitation terminating the Contract). The procuring of any required policy or policies of insurance shall not be construed to limit the Contractor's liability hereunder, or to fulfil the indemnification provisions of the Contract. Notwithstanding said policy or policies of insurance, the Contractor shall be responsible for the full and total amount of any damage, injury, or loss caused by the Contractor's negligence or neglect in the provision of services under the Contract.

5.10 PAYMENT

All deliverables shall be approved by the State in order for the task which produced them to be considered complete. In all cases, payments to the Service Provider shall be contingent upon State approval of deliverables. No review will be considered complete until the approved documentation is delivered to and reviewed by the State.

The State must approve, in writing, changes to milestones, deliverables or other material changes to the Service Provider Final Workplan prior to implementation of changes.

Incremental payments shall be made to the awarded Offeror upon the acceptable receipt of deliverables specified in the Statement of Work that meet the expectations of the RFP.

The payment schedule is based upon the accepted timeline submitted and agreed to with the Commission, or as amended.

5.11 CONTRACT INVALIDATION

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

SECTION SIX

SPECIAL PROVISIONS

6.1 OFFER GUARANTY

A proposal security deposit is NOT required for this RFP.

6.2 INDEMNITY

The State does not indemnify parties to a contract.

The Contractor Shall Be Responsible For Its Own Wrongful Acts Only. The Contractor shall be responsible, to the extent permitted by law, for damage or injury caused by the Contractor's officers and employees acting within the scope of their employment, provided that the Contractor's liability for such damage or injury has been determined by a court, or agreed to by the Contractor. The Contractor shall pay for such damage and injury, provided that funds are appropriated and allotted for that purpose.

6.3 SPECIAL CONDITIONS

6.3.1 The Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. The execution and delivery of the Contract by electronic mail of the signature of a contracting party or an officer of a contracting party hereto shall constitute due execution and delivery by that party and shall bind that party to the terms and conditions contained in the Contract.

6.3.2 CONTRACTOR means the same as the appointment of "other assistants" in HRS § 269-3, provided that, CONTRACTOR is an independent contractor and CONTRACTOR and its employees and agents are not employees or agents of the STATE for any purpose.

6.3.3 The CONTRACTOR shall immediately provide written notice to the STATE should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

6.3.4 The CONTRACTOR acknowledges that the issues the STATE must address and resolve under this Contract are multiple and complex, involving disciplines that include, but are not limited to, information technology, accounting, economics, and utility regulation.

6.3.5 The CONTRACTOR acknowledges that it has no conflicts of interest in working as a consultant or expert for the STATE on matters under the Contract. If, while working as a consultant or expert for the STATE, the CONTRACTOR should identify any potential or actual conflicts of interest in future dockets or other proceedings before the Commission, the CONTRACTOR shall immediately notify the STATE about the existence and nature of such potential or actual conflicts.

6.3.6 Right to goods and work product is amended with the phrase, “Any completed or partially completed goods or work product[.]”

6.3.7 Regarding the Uniform Information Practices Act, is replaced by:

“b. To the extent permitted or required by the Uniform Information Practices Act, chapter 92F, HRS, any and all information, data, or other material, including ideas, views, expressions, opinions, work papers, reports, and draft orders, decisions, and other documents that implement and enforce the STATE’s decision-making, provided by the CONTRACTOR to the STATE under this Contract, in connection with the quasi-judicial or deliberative duties and functions of the STATE, shall not be subject to public disclosure.

SECTION 7
103D-General Condition

Attachment 1: Transmittal Letter / Authority to Bind (OFFER FORM, OF-1)

AUDIO VISUAL SERVICE PROVIDER
STATE OF HAWAII
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
RFP-PUC-25-04

Procurement Officer
DCCA/Hawaii PUC
State of Hawaii
Honolulu, Hawaii 96813

Dear Procurement Officer:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Conditions, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

- Sole Proprietor Partnership *Corporation Joint Venture
 Other _____

*State of incorporation: _____

Hawaii General Excise Tax License I.D. No. _____

Federal I.D. No. _____

Payment address (other than street address below): _____

City, State, Zip Code: _____

Business address (street address): _____

City, State, Zip Code: _____

Date: _____

Respectfully submitted:

(x) _____

Authorized (Original) Signature

Telephone No.: _____

Fax No.: _____

Name and Title (Please Type or Print)

E-mail Address: _____

**

Exact Legal Name of Company

(Offeror)

**If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed: