



Hawaii Green
Infrastructure Authority

LEGAL AD DATE: December 16, 2024

REQUEST FOR PROPOSALS
No. RFP-25-001-HGIA

SEALED PROPOSALS
FOR

SOLAR FOR ALL COMMUNICATIONS CONTRACTOR

STATE OF HAWAII
HAWAII GREEN INFRASTRUCTURE AUTHORITY

WILL BE RECEIVED UP TO 4:30 P.M. (HST) ON

FRIDAY, FEBRUARY 21, 2025

VIA [HiePRO WEBSITE](#) SUBMISSION

DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO:
ALLISON HAMADA AT ALLISON.J.HAMADA@HAWAII.GOV
SUBJECT: RFP-25-001-HGIA

Gwen Yamamoto Lau
Procurement Officer
Hawaii Green Infrastructure Authority

TABLE OF CONTENTS

	<u>Page</u>
SECTION ONE: INTRODUCTION, TERMS AND ACRONYMS, AND KEY DATES	1
SECTION TWO: SCOPE OF WORK	4
SECTION THREE: PROPOSAL SUBMISSION AND CONTENT	11
SECTION FOUR: EVALUATION CRITERIA	17
SECTION FIVE: CONTRACTOR SELECTION AND CONTRACT AWARD	19
SECTION SIX: SPECIAL PROVISIONS	24
SECTION SEVEN: ATTACHMENTS AND EXHIBITS	25
Attachment 1:	Proposal Transmittal Letter & Applicant Form
Attachment 2:	Corporate Resolution
Attachment 3:	OFFER FORM, OF-1
Attachment 4:	OFFER FORM, OF-2
Attachment 5:	Proposed Budget
Attachment 6:	Certificate of Vendor Compliance
Attachment 7:	Subcontractors, as applicable
Exhibit A:	AG General Conditions
Exhibit B:	Overview of the RFP Process

SECTION ONE
INTRODUCTION, TERMS AND ACRONYMS, KEY DATES

1.1 INTRODUCTION

The Hawaii Green Infrastructure Authority (“HGIA” or “Authority”), an agency attached to the Department of Business, Economic Development and Tourism, will be administering the Environmental Protection Agency’s Solar for All Hawaii (“SFA-HI”) Financing Program.

HGIA is seeking a Communications Contractor in support of the SFA-HI program.

1.2 CANCELLATION

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

1.3 TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION

Application/ Proposal	=	These terms may be used interchangeably
BAFO	=	Best and Final Offer
Contractor/ Vendor/ Applicant	=	The entity who enters into a contract with the State as a result of this solicitation. These terms may be used interchangeably
EPA	=	Environmental Protection Agency
GC	=	General Conditions, issued by the Department of the Attorney General
GET	=	General Excise Tax
GEMS	=	Green Energy Market Securitization
GEM\$	=	Green Energy Money \$aver
HAR	=	Hawaii Administrative Rules
HCE	=	Hawaii Compliance Express
HGIA	=	Hawaii Green Infrastructure Authority
HRS	=	Hawaii Revised Statutes
Offeror	=	The entity submitting a proposal in response to RFP
Procurement Officer (PO)	=	The contracting officer for the Hawaii Green Infrastructure Authority
RFP	=	Request for Proposals
SFA	=	Solar For All
SFA-HI	=	Solar For All-Hawaii Financing Program
SLH	=	Session Laws of Hawaii

State	=	State of Hawaii, including its departments, agencies, and political subdivisions
-------	---	--

1.4 RFP SCHEDULE AND SIGNIFICANT DATES

The schedule represents HGIA’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:

Release of Request for Proposals	MON, December 16, 2024
Due date to Submit Questions	MON, December 30, 2024
State’s Response to Questions	FRI, January 10, 2025
Proposals Due (date/time)	FRI, February 21, 2025, 4:30 PM
Proposal Evaluations	February 24 – March 14, 2025
Discussion with Offerors (if necessary)	March 17 - 18, 2025
A presentation may be requested by Offerors. HGIA will notify Offerors and arrange for a date/time for discussions and possible presentations.	
Best and Final Offer (if necessary)	WED, March 19, 2025
Notice of Award	THU, March 20, 2025
Contract Start Date	TUE, April 1, 2025

1.5 QUESTIONS AND ANSWERS PRIOR TO OPENING OF PROPOSALS

All questions shall be submitted by the due date specified in SECTION 1.4, *RFP Schedule and Significant Dates*, as may be amended.

HGIA will respond to questions through Addenda/Amendments by the date specified in SECTION 1.4, *RFP Schedule and Significant Dates*, as may be amended.

1.6 PROPOSAL SUBMISSION

The State has established the Hawaii State eProcurement System (HlePRO) to promote an open and transparent system for vendors to compete for state contracts electronically.

Offerors interested in responding to this solicitation must be registered on HlePRO. Registration information is available at the [HlePRO website](#) under the “Vendor Registration” tab.

HlePRO will be used to issue the RFP, receive all offers, and issue any addenda to the RFP. Changes and additions to the RFP, including but not limited to answers to questions and changes to procurement requirements and solicitation schedule shall be made via formal written addenda issued by the State.

The State accepts no responsibility for a prospective Offeror not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective Offeror to monitor HlePRO to obtain any RFP addenda or other information relating to the RFP. Offerors shall review any special instructions related to offer submission in HlePRO.

Offerors are responsible for ensuring that all necessary files are attached to their offer prior to the proposal deadline. Offerors are advised that they should not wait until the last minute to submit their proposal on HlePRO.

Awards for this solicitation, shall be made through HlePRO and shall therefore be subject to a mandatory transaction fee of 0.75% of the original award amount, not to exceed \$5,000 for each award. Hawaii Information Consortium, LLC dba Tyler Hawaii, the vendor that operates HlePRO, will invoice the awarded Offeror directly for payment of transaction fees. Payment must be made to Tyler Hawaii within thirty (30) days of invoice receipt. Transaction fees are used by Tyler Hawaii to fund the operation, maintenance, and future enhancements of the HlePRO system. Refer to the “Instructions” tab in the HlePRO solicitation for more details.

1.7 OFFICIAL CONTACT PERSON

The official contact person regarding this RFP is:

Allison Hamada, Contracts Manager
Hawaii Green Infrastructure Authority
Email: allison.j.hamada@hawaii.gov

SECTION TWO

SCOPE OF WORK

2.1 BACKGROUND

2.1.1 History of HGIA Financing Program

Per Act 211, SLH 2013, the Authority was constituted in November 2014 and capitalized with the proceeds of Green Energy Market Securitization (GEMS) Bonds, to create and implement non-traditional financing programs to reach ratepayers previously locked out of rooftop solar. In addition to providing financing to underserved¹ ratepayers unable to obtain loans at reasonable rates and terms from banks and credit unions, the Authority's objectives also included stimulating and attracting private investments while leveraging innovative financing tools to mitigate risks and reach new markets. HGIA's goals are in alignment with the State's 100% renewable energy generation portfolio standard by 2045.

The Authority accomplishes this goal through its risk-mitigating [GEM\\$ \(Green Energy Money Saver\)](#) on-bill repayment program, which eliminates credit scores to qualify applicants and instead relies on energy savings to repay the loan. The only eligibility criterion required is the ratepayer must meet HGIA's underserved definition.

2.1.2 Federal Funds: Solar For All

The Inflation Reduction Act (IRA) authorized the U.S. Environmental Protection Agency (EPA) to implement the [Greenhouse Gas Reduction Fund \(GGRF\)](#), a historic \$27 billion investment to combat the climate crisis by mobilizing financing and private capital for greenhouse gas- and air pollution-reducing projects in communities across the country through three programs (1) National Clean Investment Fund (\$14.0 billion); (2) Clean Communities Investment Accelerator (\$6.0 billion); and Solar for All (\$7.0 billion).

Under the Solar for All Program, EPA awarded 60 grants to states, territories, Tribal governments, municipalities, and nonprofits to provide inclusive financing and expand access to low-income household and disadvantaged communities — enabling millions of over-burdened low-income households to access affordable, resilient, and clean solar energy.

On April 22, 2024, HGIA received official notice of the award for a \$62.45 million grant to be implemented over five (5) years. Under Solar for All – Hawaii (SFA-HI), HGIA will:

- Finance energy storage systems with every solar system to increase resilience in disadvantaged communities and low-income households;
- Finance solar and storage on subsidized multi-family rental projects;
- Finance community-owned, community solar projects;
- Lower loan interest rates from 5.5% to 4.99% and lengthen the loan term from 20 years to 25 years, thereby making financing even more affordable; and
- Increase solar adoption in disadvantaged communities through effective outreach and education;

¹ Underserved ratepayers are defined as low and moderate-income homeowners, renters, nonprofits, small businesses (as determined by the U.S. Small Business Administration size standards), and multi-family rental projects.

2.2. PURPOSE

Hawaii ranks as one of the most diverse states in the country not only in terms of race and ethnicity, but also worker class diversity, generational diversity, household diversity, and income diversity. This melting pot of cultures, ethnicities, and customs comes with a specific set of challenges, including language barriers, different levels of education, and tensions between native born and non-native residents.

HGIA was constituted to ensure equitable access to solar financing for underserved ratepayers who do not qualify for traditional financing. Initially staffed with only five full-time employees, its business model relies on contractors to originate applications, supplemented with exhibit tables at industry events, and word of mouth by key stakeholders, to disseminate information about its financing program.

However, solar systems, energy storage systems and utility interconnection programs are complex and most ratepayers lack sufficient energy literacy to understand the economic benefits of solar systems. Additionally, while HGIA's financing programs are specifically designed for renters and/or applicants who are not creditworthy enough to qualify for a bank or credit union loan, many potential applicants "disqualify themselves" before even applying as they think that they cannot afford or qualify for a loan to install solar.

Up until now, HGIA has been able to finance low and moderate-income ratepayers (less than 140% Area Median Income). However, SFA funding is very restricted and financing is limited to (1) low-income (less than 80% Area Median Income) households with an award letter dated within 12-months of the application for LIHEAP, SNAP, Weatherization Assistance Program, FCC's Lifeline Support for Affordable Communications, National School Lunch, or Supplemental Security Income program; (2) disadvantaged communities as identified by the CJEST map or EJScreen; (3) or multifamily rental projects subsidized by HUD, Low-income housing tax credits, or USDA. These stringent eligibility guidelines for hard-to-reach applicants requires SFA-HI to be more strategic in its communication to ensure that the program meets the needs of the key stakeholders being served and achieves the intended outcomes and impact for local communities - creating equitable access to affordable, resilient solar in low-income households and disadvantaged communities. The goal is to develop an indigenous and locally-led ecosystem that can provide a full suite of clean energy services—from installation to repair to maintenance—for low-income and marginalized households, including disadvantaged and rural communities.

HGIA seeks a Communications Contractor to partner with in developing and implementing a communications plan utilizing various media outlets, materials, methods, and methodologies to reach these communities and distribute program information.

2.3 CONTRACTOR TASKS AND RESPONSIBILITIES

The following section outlines the key tasks and responsibilities to be provided by the Communications Contractor.

2.3.1. Create and Implement a Strategic Communications Plan

1. Prepare a granular work plan covering the entire 5-year program period. HGIA will collaborate with the Communications Contractor on the work plan by providing draft outlines or content of collateral material (toolkits, flyers, presentations, talking points, radio scripts, reports and online advertisements, etc.) and an overview of SFA goals, timeline and programs to form the basis of the plan. The work plan will contain:

- a. General strategy on promoting the SFA-HI program to target groups and communities, including potential program aspects to focus on, e.g., accessibility, estimated savings, limited-time offering, ease of applying, and more. Promotional strategy will include the dissemination of HGIA's SFA-HI Toolkits, which provide a step-by-step guide for groups interested in solar to engage with HGIA programs (see 2.3.5).
 - b. Proposed outreach channels and materials for each channel. Channels include relevant TV and radio programming and networks, influencers, social media accounts, online advertising services, newspapers, posterage, and geofenced areas for mail campaigns and canvassing. Outreach to also include speaking engagements in relevant conferences/convenings, trade fairs, expos, etc. to share benefits of financing program. Channels will take into consideration partner organizations with marketing resources, including utilities, public agencies, and nonprofits, as well as marketing technologies and software with which the Contractor has existing experience. Dissemination through planned channels (e.g., flyers at trade fairs) may be shared with HGIA as agreed upon during planning.
 - c. Proposed schedule and calendar detailing the frequency and targeted geographics of advertisements and marketing promoted through each channel, as well as the frequency and targeted geographies of in-person events and presentations. While most of the events will be sponsored by other organizations (e.g., Hawaii Energy, Community Based Organizations, etc.), for HGIA sponsored events and convenings, the Contractor will assist with planning, marketing and providing in-person communications support at these events. The Contractor will also assist in promoting events that HGIA is speaking/presenting at.
 - d. Media guidance, as may be required, for HGIA staff to respond to crises and/or relevant current events related to the SFA-HI program.
 - e. Proposed tracking systems for strategic reporting purposes including data collection (number of views, clicks, conversations, conversion of outreach material that leads to applications, etc.) of outreach activities such as surveys (audience awareness of HGIA programs, individual feedback on ongoing marketing materials, best practices for in-person meetings, etc.) and reports created by focus group contractor.
 - f. A visualization of the work plan for presentation and critique at SFA Focus Group sessions.
 - g. Proposed platforms, such as surveys and social media groups for interested participants, to develop and support the collection of ongoing community feedback on SFA-HI program implementation and outreach activities.
2. Coordinate with the SFA Focus Group Contractor to discuss focus group feedback and revise the work plan as needed.

3. Work with HGIA staff to provide an updated plan on an annual basis in light of program feedback and based on tracking systems and actual results.
4. Implement and deploy the strategic plan in collaboration with HGIA and other partners as determined in the plan.
 - a. Track and manage marketing reach data using industry best practices throughout the program period.
 - b. Develop a [logistical framework](#), including program activities, short term outputs, medium term outcomes, and long term goals, for measuring impact of communication activities. Collect and track quantitative indicators as well as success stories to document evidence of impact(s).
 - c. Serve as a central nexus for inquiries about marketing and outreach opportunities between the public and HGIA.

2.3.2. Digital Media

The Communications Contractor will perform the following tasks for digital marketing over channels identified in 2.3.1.1b:

1. Create new social media accounts as needed, upload and promote marketing material according to frequency identified on calendar, moderate comments, and respond to comments and refer to HGIA staff as necessary. HGIA currently utilizes LinkedIn and the DBEDT Facebook and Instagram pages. The Contractor will be responsible for creating HGIA accounts, as may be required by the Strategic Communications Plan, such as Instagram, Facebook, and X (formerly Twitter), and create and upload content to the pages. Respond to comments and edit posts as necessary, following the State of Hawaii Office of Enterprise Technology Services Social Media Guidelines and Comment Policy.
2. Write and design posts and e-blasts (including the appropriate copy and graphics) for social media channels such as LinkedIn, Facebook, and Instagram. HGIA will provide content (program or event information, promotional language, photos, etc.) based on contractor's suggested target audiences in communications plan. Expectation of approximately twenty-six (26) new posts per year, with a post every other week.
3. Create short videos/reels on SFA-HI customers, solar contractors, community-based organizations, etc. as well as informative videos explaining HGIA's SFA-HI program. Record and edit public HGIA presentations (e.g., community meet and greets and PowerPoints). HGIA will provide content, scripts, and target audience, and the Contractor will revise scripts, produce storyboards, record, edit, and post videos. Expectation of approximately six (6) videos per year.
4. Design a graphically pleasing SFA-HI PowerPoint master template for use by HGIA staff at online and in-person events (HGIA will provide Contractor with its current PowerPoint template as a sample). Additionally, Contractor to assist with preparing an

SFA-HI Financing slide deck. HGIA will provide content, script, and data to be covered in the presentation as well as typical target audiences.

5. Create scripts and storyboards for 30-second to 5-minute commercial advertisements to run on TV stations and radio. HGIA will provide content and target audience. Approximately one (1) script per year for the entire contract period.
6. Design graphically pleasing brochures, flyers, and other program collateral that is responsive to target communities as needed. Expectation of approximately five (5) documents in the first year with the Contractor updating and creating new collateral as needed throughout the duration of the contract.
7. Collect data on impact of digital marketing activities (e.g., social media engagement statistics, post reach, change in social media followers, website clicks). Revise strategy for digital media on a yearly basis as needed.

2.3.3. Broadcast Television Specials

1. In coordination with HGIA staff, the Communications Contractor will identify and pursue features for the SFA-HI program on relevant broadcast television programs that highlight local affordability and sustainability issues and solutions. HGIA will provide content regarding technical aspects of program design, benefits, and educational resources, whereas the Contractor will work with the broadcaster on potential storyline(s). Contractor to also seek cost-effective SFA-HI sponsorship opportunities.
2. Final selection of program sponsorship must be approved by HGIA.

2.3.4. Print Media Design

The Communications Contractor will perform the following tasks for traditional print channels identified in 2.3.1.1b:

1. Draft articles promoting events attended or organized by HGIA, as well as SFA-HI programs or SFA-HI program milestones achieved or SFA-HI borrowers or other newsworthy items. HGIA will provide content and target audience. Expectation of four (4) full articles per year, plus summaries of each article, to promote on social media.
2. Create visually pleasing flyers for HGIA staff and organizational partners to hand out at events or to distribute to businesses. HGIA will provide content drafts of the flyers as well as additional information on target audiences. Approximately six to twelve (6-12) flyers will be needed at the start of the program period, and updated as may be required.
3. Design visually pleasing posters for HGIA staff to use at in-person events and presentations. HGIA will provide content (graphs, details of programs, etc.) and target audience. Additionally, one (1) set (rooftop solar and community solar) of interactive and informative poster boards which captures feedback from community members at outreach events. Said posters to be produced at the start of the program period.

4. Design mailers and postcards to promote HGIA programs or events in mail campaigns. HGIA will provide content and target audience. One (1) mailer produced yearly.
5. Work with HGIA staff and the Hawaii State Energy Office's existing networks of community outreach organizations and staff to produce geographically tailored versions of specific media needed.

2.3.5. Toolkit Digital Creation & Design

As part of HGIA's goal of promoting energy literacy and consumer education among SFA-HI participants to help low-income households and disadvantaged communities better understand the benefits of solar to increase solar adoption, HGIA will be using technical assistance funds to create four (4) SFA-HI "Solar Playbooks" in a series of toolkits: single-family homes, multi-family projects, community solar, and a simplified version to be provided in classrooms. These toolkits will serve as step-by-step guides and be approximately 85% "baked" providing an opportunity for each target audience (e.g. community) to incorporate localized information on energy savings and other attributes that may be unique and customized for each community. HGIA will provide the toolkit content, however, the Contractor will be responsible to complete the following within the first nine months of the contract:

1. Proof content for any difficult to understand sections, stylistic and grammatical errors, and other relevant suggestions.
2. Adapt the toolkits into visually pleasing digital and print formats, including for use in an online interactive class (if determined to be appropriate by the focus group contractor). This may include use of an online classroom tool such as Adobe Captivate or a Massive Open Online Course (MOOC) platform such as Coursera or EdX. HGIA will answer questions from participants and produce print versions of the toolkits, but the Contractor will serve as a consultant to recommend print shops and software.
3. Record and edit roughly two (2) hours of content for an online course walking SFA-HI participants through energy saving tips and the process of applying for rooftop solar PV+storage. HGIA will provide specific content (e.g., scripts) and organization, but the Contractor will be responsible for graphic design and turning scripts into videos. One (1) online course over the program period, updated as may be required.
4. Work closely with the Focus Group Contractor to revise the toolkits' digital and print formats based on focus group insights as needed.
5. Work with HGIA staff and the Hawaii Energy Office's existing networks of community outreach organizations and staff to produce geographically tailored versions of workbooks as needed, with an estimated five to ten (5-10) tailored workbooks to be created over the period of the program.

2.3.6. Media Relations

1. Create press releases for the program in AP style as needed. HGIA can provide a style guide and general template. Expectation of at least two (2) press releases annually.
2. Assist HGIA with time-sensitive media requests or opportunities, including media pitches, on the SFA-HI program. Expectation is contractor will proofread any material developed by HGIA staff in response to media inquiries.
3. Develop a media kit or other supportive informational materials to help HGIA staff respond to media inquiries.
4. Provide media training guidance for staff on how to effectively communicate with the media. Incorporate this into the overall communications strategy outlined in 2.3.1.
5. Track and analyze media coverage of the SFA-HI program to assess public perception and inform communications strategy updates.

2.3.7. Website Maintenance

1. During the first year of the contract, improve the design of and update content in HGIA's existing website. This will include adding new information on HGIA's roll-out of the SFA-HI program. After the first year, the Communications Contractor will conduct website maintenance and updates on a monthly basis for the remainder of the contract.

2.3.8. Evaluation and Reporting

1. Hold regular meetings with HGIA staff to review plans and collateral material.
2. Share and summarize results from data collection and tracking for use in program evaluation and reporting. Expectation of quarterly summaries.
3. Work with HGIA staff to produce biennial reports on marketing successes, best practices, and suggestions for modifications to collateral material and marketing. Work with HGIA staff to make subsequent modifications on the collateral based on recommendations. Summary report should facilitate quarterly reporting to the EPA.

The Communications Contractor is expected to collaborate with HGIA's Community Outreach Officer and Executive Director on all the above tasks to ensure consistent and effective messaging, and to coordinate marketing of activities through traditional and non-traditional media. While SFA-HI's Focus Group Contractor (RFP-25-002-HGIA) is responsible for logistical and administrative planning of the focus groups to gather feedback on the collateral material, Playbooks, and marketing strategy, along with identifying high-level programmatic needs of communities, the Communications Contractor will translate these into public-facing appropriately designed materials.

2.4 HAWAII GREEN INFRASTRUCTURE AUTHORITY RESPONSIBILITIES

1. Give direction and guidance to the Communications Contractor through explanations of programs and goals; content and outlines for print and digital materials outlined above; and input and feedback related to graphic design.
2. Coordinate between the Focus Group Contractor and the Communications Contractor to provide feedback on material, particularly toolkits.
3. Provide relevant information to the Contractor in a timely manner.
4. Pay invoices in a timely fashion upon verification of satisfactory performance.
5. Maintain an oversight and advisory role in each of the tasks outlined above.

2.5 COMPENSATION

The award shall be made on a monthly retainer basis, including all taxes.

1. The compensation shall be outlined in the proposal supported by a proposed budget.
2. The Contractor will document all expenses and expenditures in relation to this project.
3. The Contractor shall perform all of the above requirements as agreed upon in the contract within but not to exceed the amount specified by contract.

2.6 TERM OF CONTRACT

The contract shall be for a period of twelve (12) months, with the potential to renew for four additional one (1) year terms.

The contract is subject to the availability of funds. The contract will be canceled if funds are not made available to support continuation of performance in any fiscal period succeeding the initial term of the contract.

SECTION THREE
PROPOSAL SUBMISSION AND CONTENT

3.1 OFFEROR'S AUTHORITY TO SUBMIT AN OFFER

HGIA 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 HGIA in writing prior to the deadline for written questions as stated in SECTION 1.5 RFP *Schedule and Significant Dates*, as may be amended. This will allow the issuance of any necessary corrections and/or amendments to the RFP by addendum and mitigate reliance on 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. HGIA 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 it is liable for the Hawaii GET at the current 4.5% for sales made on Oahu, Hawaii Island and Kauai and at the 4% rate for the islands of Maui, Molokai, and Lanai. 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 HGIA and 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 provide the Procurement Officer 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.
- 3.6.3 Pursuant to Section 3-122-58 HAR, the head of the purchasing agency (HOPA) or designee shall consult with the Attorney General and make a written determination in accordance with Chapter 92F, HRS. If the request for confidentiality is denied, such information shall be disclosed as public information, unless the Offeror appeals the denial to the Office of Information Practices in accordance with Section 92F-15.5(a), HRS.

3.7 EXCEPTIONS

Offerors are cautioned that award may be made on receipt of initial proposals without clarifications or an opportunity for discussions, and the nature of exceptions will be evaluated as part of the Offeror's proposal. In the sole discretion of HGIA, exceptions may be evaluated to determine the extent to which the alternative language or approach poses unreasonable, and/or additional risk to HGIA; inhibits achieving the objectives of the RFP; or creates ambiguity making evaluation difficult and a fair resolution (available to all Offerors) impractical given the timeframe for the RFP.

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. HGIA reserves the right to accept or not accept any exceptions.

No exceptions to the requirements of the General Conditions shall be considered.

3.8 PROPOSAL OBJECTIVES

- 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, 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. The Offeror may choose to propose additional services beyond those mentioned in SECTION 2.3 Scope of Work. If the Offeror chooses to propose these services, they should be explained in the proposal narrative and addressed in the proposed budget.
- 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.

3.9 PROPOSAL FORMS

- 3.9.1 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 provided in the RFP or in any subsequent addendum may be rejected without further consideration.
- 3.9.2 Proposal Transmittal Letter and Applicant Form (SECTION SEVEN, Attachment 1). This form must be completed using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, as applicable. Failure to do so may delay proper execution of the Contract.

The Offeror's authorized signature on the Transmittal Letter and Applicant Form, shall be an original signature in ink or eSignature, which shall be required before an award, if any, can be made. If unsigned, the offer shall automatically be rejected unless accompanied by other material containing an original signature or eSignature (with audit), indicating the Offeror's intent to be bound.

- 3.9.3 Corporate Resolution (SECTION SEVEN, Attachment 2)
- 3.9.4 Offer Form, Page OF-1 – Proposal Contents (SECTION SEVEN, Attachment 3). Offer Form, OF-1 is the contents of the proposal described in Section 3.10 Proposal Contents.
- 3.9.6 Offer Form, Page OF-2 – Pricing (SECTION SEVEN, Attachment 4). Pricing shall be submitted on Offer Form OF-2. The price shall be the all-inclusive cost, including the GET, to the State. No other costs will be honored. Any unit prices shall be inclusive. Please provide as an attachment, a cost breakdown sheet for the offer amount (See Proposed Budget Section 3.9.7).
- 3.9.7 Proposed Budget (SECTION SEVEN, Attachment 5). The budget shall contain a cost breakdown for the tasks within the 'Scope of Work' SECTION 2.3 for the 12-month term period and each optional additional 12-month period, and any additional proposed cost included in the Offeror's proposal narrative.

- 3.9.8 Certificate of Vendor Compliance (SECTION SEVEN, Attachment 6) or proof that one has been applied for. (SECTION 5.4.)
- 3.9.9 If Subcontractor(s) (SECTION SEVEN, Attachment 7, if applicable) will be used, append a statement to the transmittal from each subcontractor, signed by an individual authorized to legally bind the subcontractor and stating:
 - a. The general scope of work to be performed by the subcontractor; and
 - b. The subcontractor's willingness to perform the indicated work for the price indicated.

3.10 PROPOSAL CONTENTS

3.10.1 Provide all of the information requested in this RFP in the order specified.

3.10.2 The Proposal must be organized into sections, following the exact format using all titles, subtitles, and numbering, with tabs separating each section described below. Each section must be addressed individually, and pages must be numbered.

- a. Title Page
- b. Table of Contents
- c. All forms listed in SECTION 3.9 Proposal Forms
- d. Proposal Narrative to accomplish the scope of work including an overall strategy, plan, timeline, and staffing. If Offeror chooses to provide additional services beyond the services listed in SECTION 2.3 Scope of Work, the additional services must be described in the proposal narrative and addressed in the proposal budget. Provide professional or project experience of the key personnel to this project, including resumes and credentials.
- e. Exceptions.

3.11 RECEIPT AND REGISTER OF PROPOSALS

Proposals will be received and receipt verified by the designated State official on or after the date and time specified in SECTION ONE, or as amended.

The register of proposals and proposals of the Offeror(s) shall be open to public inspection upon posting of award pursuant to section 103D-701, HRS.

3.12 BEST AND FINAL OFFER (BAFO)

If HGIA determines a BAFO is necessary, it shall request one from the Offeror. The Offeror shall submit its BAFO; and any BAFO received after the deadline shall not be considered.

3.13 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF OFFERS

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

3.14 MISTAKES IN PROPOSALS

3.14.1 Mistakes shall not be corrected after award of contract.

3.14.2 When the Procurement Officer knows or has reason to conclude before award that a mistake has been made, the Procurement Officer should request the Offeror to confirm the proposal. If the Offeror alleges a mistake, the proposal may be corrected or withdrawn pursuant to this section.

- a. Once discussions are commenced or after best and final offers are requested, any priority-listed Offeror may freely correct any mistake by modifying or withdrawing the proposal until the time and date set for receipt of best and final offers.
- b. If discussions are not held, or if the best and final offers upon which award will be made have been received, mistakes shall be corrected to the intended correct offer whenever the mistake and the intended correct offer are clearly evident on the face of the proposal, in which event the proposal may not be withdrawn.
- c. If discussions are not held, or if the best and final offers upon which award will be made have been received, an Offeror alleging a material mistake of fact which makes a proposal non-responsive may be permitted to withdraw the proposal if: the mistake is clearly evident on the face of the proposal but the intended correct offer is not; or the Offeror submits evidence which clearly and convincingly demonstrates that a mistake was made.

Technical irregularities are matters of form rather than substance evident from the proposal document, or insignificant mistakes that can be waived or corrected without prejudice to other Offerors; that is, when there is no effect on price, quality, or quantity. If discussions are not held or if best and final offers upon which award will be made have been received, the Procurement Officer may waive such irregularities or allow an Offeror to correct them if either is in the best interest of HGIA. Examples include the failure of an Offeror to: return the number of signed proposals required by the request for proposals; sign the proposal, but only if the unsigned proposal is accompanied by other material indicating the Offeror's intent to be bound; or to acknowledge receipt of an amendment to the request for proposal, but only if it is clear from the proposal that the Offeror received the amendment and intended to be bound by its terms; or the amendment involved had no effect on price, quality or quantity.

3.15 CHANGES IN KEY PERSONNEL IN PROPOSAL

If there are any changes in key personnel and/or staffing after the submittal of a proposal, the Offeror must notify HGIA immediately. HGIA may choose to reevaluate the Offeror's proposal, which may result in its removal from the Priority Listed Offerors.

3.16 NO LATE SUBMITTALS AFTER DEADLINE

Proposals received after the due date and time will be marked late and shall be ineligible for this solicitation. The email receipt time stamp will be used as the official time. Offerors

are cautioned to make prior arrangements to ensure timely delivery prior to the due date and time as NO late submittals will be accepted.

3.17 CERTIFICATION OF NON-DEBARMENT

The Offeror must certify that neither the Offeror nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency. If the Offeror cannot certify this statement, attach a written explanation for review by HGIA.

SECTION FOUR
EVALUATION 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 HGIA based on the evaluation criteria listed in this section.

4.1 PROPOSAL EVALUATION CRITERIA (100 TOTAL POSSIBLE POINTS)

The evaluation committee shall evaluate the Offeror's proposal against requirements specified in this RFP. Based on a 100-point scale, proposals must score a minimum of 75 points for further award consideration. Proposals scoring less than 75 points shall not be considered for award.

Proposals will be evaluated against the following criteria and points:

4.1.1 Understanding of the Contractor's role and HGIA's needs (15 Points)

1. Offeror demonstrated an understanding of HGIA's mission and SFA-HI's program goals, and the significance of an effective communications strategy and underlying tactics, to be supported by community outreach in achieving these goals. Offeror demonstrated that they will maintain alignment with HGIA's goals and keep responsive, open communication channels with HGIA staff when performing the scope of work. – 5 points
2. Offeror demonstrated a thorough understanding of the purpose and scope of the Contractor's responsibilities as related to the requirements of this RFP. – 10 points

4.1.2 Offeror Organization and Staffing (15 Points)

1. Offeror demonstrated sufficient organizational capability, capacity, and commitment to carry out the duties and responsibilities of this RFP in a manner that meets deadlines and deliverable quotas. Offeror demonstrated internal mechanisms for successful time management and reliably producing deliverables. – 5 points
2. Offeror's proposed staffing and teaming strategy, in-house personnel, and subcontractors (if any), demonstrated the appropriate and relevant expertise and professional background and years of experience with similar types of services as those needed for the SFA-HI program. Offeror has access to and technical experience with the necessary communications and graphic design software and tools. Offeror understands and uses industry-best practices for data collection and marketing analysis. – 10 points

4.1.3 Offeror Performance and Experience (35 Points)

The evaluation committee will evaluate the experience and performance of the Offeror and subcontractors (if any). References for the Offeror and/or proposed individual(s) assigned to this proposed project will be checked. Reference checking is not limited to only those references supplied by the Offeror.

1. Offeror's proven track record of creating effective outreach and marketing materials that are compelling, visually pleasing, community-tailored, and with high lead generation and conversion rate. Offeror's experience creating both digital and print materials for a variety of channels. Offeror's experience with adapting toolkits, media relations, website maintenance, and evaluation and reporting (especially for federal agencies). – 15 points
2. Offeror's understanding of target participant communities—low- and moderate-income households, Native Hawaiian and Pacific Islander communities, rural communities, etc.—preferably in the clean energy space. – 10 points
3. Offeror's experience in learning, adapting, and iterating activities based on stakeholder priorities, market conditions, and policy shifts. Offeror's experience with data collection, tracking systems, and research to inform and improve the strategic communications plan. – 5 points
4. Offeror's experience and success working with a diversity of stakeholders, (e.g., state agencies and local government, nonprofits, private sector) while incorporating feedback, adhering to guidelines, and following set decision-making structures. – 5 points

4.1.4 Offeror's Approach and Reasonableness of Proposal (35 Points)

1. The committee will evaluate the Offeror's approach and comprehensiveness of the proposal based on the proposed plan for performing listed tasks. – 5 points
2. The committee will evaluate the Offeror's reasonableness of pricing based on the following:
 - a. The Offeror's proposed cost (covering proposed activities in Section 2.3.1 of the Scope of Work) will be scored using a numerical rating system. Of the proposals scored, the one with the lowest total price for this will be awarded the maximum possible points for this component. Other proposals will be awarded points for this component equal to the lowest proposed price multiplied by the maximum possible points for this component, divided by the Offeror's proposed (higher) price. – 15 points
 - b. Best value factors of the services received for the costs proposed based on the breakdown sheet showing the pricing for the ongoing tasks (Section 2.3.2-6 of the Scope of Work) and any additional proposed tasks that will be paid on a per-event basis. - 15 points

In the event of only one proposal, reasonableness of price will be scored based on fair and reasonable price analysis of the project and estimates of cost and hourly prices or known prices for similar work.

SECTION FIVE
CONTRACTOR SELECTION AND CONTRACT AWARD

5.1 EVALUATION OF PROPOSALS

An evaluation committee of at least three (3) qualified State employees selected by the Procurement Officer, shall evaluate proposals. The evaluation will be based solely on the evaluation criteria set out in SECTION FOUR of this RFP. HGIA will accept and consider joint proposals from separate firms.

5.2 DISCUSSION WITH REGISTERED OFFERORS

HGIA may invite Registered Offerors to discuss their proposals to ensure thorough, mutual understanding. HGIA in its sole discretion will schedule the time and location for these discussions, generally within the timeframe indicated in SECTION 1.5. RFP Schedule and Significant Dates. HGIA may also conduct discussions with Registered Offerors to clarify issues regarding the proposals before requesting Best and Final Offers, if necessary; however, proposals may be accepted without such discussions at the discretion of HGIA.

5.3 AWARD OF CONTRACT

Award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to HGIA 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):

1. Chapter 237, General Excise Tax Law;
2. Chapter 383, Hawaii Employment Security Law;
3. Chapter 386, Worker's Compensation Law;
4. Chapter 392, Temporary Disability Insurance;
5. Chapter 393, Prepaid Health Care Act; and
6. §103D-310(c), Certificate of Good Standing for entities doing business in the State.

HGIA will verify compliance on Hawaii Compliance Express (HCE).

It is the Offeror's responsibility to be Compliant at the time of award and throughout the duration of the contract. **If an Offeror is not compliant with the above HRS chapters at the time of award, the Offeror may not receive the award.** HGIA reserves the right to move on to the next responsive, responsible Offeror who is compliant.

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 are advised to register with HCE prior to submitting an offer at <https://vendors.ehawaii.gov>. The annual registration fee is nominal and the 'Certificate of Vendor Compliance' is accepted for the execution of contract and final payment.

Timely registration on HCE. If not already, interested Offerors are highly advised to register and complete the compliance process on HCE as soon as possible.

5.5 PROPOSAL AS PART OF THE CONTRACT

This RFP and all or part of the successful proposal may be incorporated into the resulting contract by reference. To the extent that this RFP and the successful proposal conflict, the terms of the RFP shall govern, unless otherwise agreed upon by HGIA in the contract.

5.6 PUBLIC EXAMINATION OF PROPOSALS

Except for confidential portions, the proposals shall be made available for public inspection upon posting of award pursuant to HRS §103D-701.

If a person is denied access to a State procurement record, the person may appeal the denial to the Office of Information Practices in accordance with HRS §92F15.5.

5.7 DEBRIEFING

Pursuant to HAR §3-122-60, a non-selected Offeror may request a debriefing to understand the basis for award.

A written request for debriefing shall be made within three (3) working days after the posting of the award of the contract. The Procurement Officer or designee shall hold the debriefing within seven (7) working days to the extent practicable from the receipt date of written request.

Any protest by the requestor following a debriefing shall be filed within five (5) working days, as specified in HAR §103D-303(h).

5.8 PROTEST PROCEDURES

Pursuant to HRS §103D-701 and HAR §3-126-3, an actual or prospective Offeror who is aggrieved in connection with the solicitation of award of a contract may submit a protest..

A protest shall be submitted, in writing, within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto, provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award or if requested, within five (5) working days after the PO's debriefing was completed.

To expedite handling of protests, the envelope should be labeled "PROTEST" and either served personally or sent via registered or certified mail, return receipt requested.

At a minimum, the protest shall contain the following:

- Name and address of the protestor;
- Appropriate identification of the procurement;
- A statement of the reasons for the protest; and
- Supporting exhibits, evidence, or documents to substantiate any claims unless not available with the required filing time, in which case the expected availability date shall be indicated.

Any protest must be received within the deadline specified by statute. Submit the required information, in writing at:

If hand delivered:

Hawaii Green Infrastructure Authority
 Attention: Procurement Officer, RFP-25-001-HGIA
 250 S. Hotel St., Room 501
 Honolulu, HI 96813

If mailed:

Hawaii Green Infrastructure Authority
 Attention: Procurement Officer, RFP-25-001-HGIA
 P.O. Box 2359
 Honolulu, HI 96804

Awards, if any, resulting from this solicitation shall be posted to the State Procurement Office (SPO) website <http://spo.hawaii.gov/> > HANDS (Awards & Notices) > Bidding Opportunities tile on the left side of page > [Enter keyword(s)].

5.9 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.

5.10 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. HGIA 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(s).

5.11 INSURANCE

1. Prior to the contract start date, the Contractor shall procure at its sole expense and maintain insurance coverage acceptable to HGIA 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:

- a. **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 and subcontractors 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 injury 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.
 - b. **Professional Liability.**

Coverage of no less than \$1,000,000 per claim and \$2,000,000 in aggregate.
 - c. **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.
 - d. **Appropriate levels of per occurrence insurance coverage for workers' compensation and any other insurance coverage required by Federal or State law.**
2. The Contractor shall deposit with HGIA, on or before the effective date of the Contract, certificate(s) of insurance necessary to satisfy HGIA 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 HGIA during the entire term of the Contract. Upon request by HGIA, the Contractor shall furnish a copy of the policy or policies.
 3. The Contractor will immediately provide written notice to HGIA 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 upon expiration.
 4. The certificates of insurance shall contain the following clauses:
 - a. "HGIA is added as an additional insured with respect to operations performed for HGIA/State of Hawaii."
 - b. "This insurance shall not be canceled, limited in scope of coverage or nonrenewal until after 30 days' written notice has been given to the State of Hawaii, Hawaii Green Infrastructure Authority, P.O. Box 2359, Honolulu, HI 96804."

- c. "It is agreed that any insurance maintained by HGIA will apply in excess of, and not contribute to, insurance provided by this policy."
5. Failure of the Contractor to provide and keep in force such insurance shall constitute a material default under the Contract, entitling HGIA 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 fulfill 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.

5.12 PAYMENT

Scheduled payments of the contract price to be awarded on a fixed-fee basis.

5.13 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 CERTIFICATION OF OFFEROR CONCERNING WAGES, HOURS AND WORKING CONDITIONS OF EMPLOYEES SUPPLYING SERVICES *(include as applicable)*.

All Offerors for service contracts shall comply with section 103-55, Hawaii Revised Statutes, which provides as follows:

Wages, hours, and working conditions of employees of CONTRACTOR supplying services: Before any prospective Offeror is entitled to submit any offer for the performance of any contract to supply services in excess of \$25,000 to any governmental agency, Offeror shall certify that the services to be performed will be performed under the following conditions:

Wages: The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work.

Compliance with labor laws: All applicable laws of the Federal and State governments relating to workers compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

No contract to perform services for any governmental contracting agency in excess of \$25,000 shall be granted unless all the conditions of this section are met. Failure to comply with the conditions of this section during the period of the contract to perform services shall result in cancellation of the contract.

It shall be the duty of the governmental contracting agency awarding the contract to perform services in excess of \$25,000 to enforce this section.

This section shall apply to all contracts to perform services in excess of \$25,000, including contracts to supply ambulance service and janitorial service.

This section shall not apply to:

- (1) Managerial, supervisory, or clerical personnel.
- (2) Contracts for supplies, materials, or printing.
- (3) Contracts for utility services.
- (4) Contracts to perform personal services under paragraphs (2), (3), (12), and (15) of section 76-16, paragraphs (7), (8), and (9) of section 46-33, and paragraphs (7), (8), and (12) of section 76-77, Hawaii Revised Statutes, (HRS).
- (5) Contracts for professional services.
- (6) Contracts to operate refreshment concessions in public parks, or to provide food services to educational institutions.
- (7) Contracts with nonprofit institutions.

SECTION SEVEN
ATTACHMENTS AND EXHIBITS

- Attachment 1: Proposal Transmittal Letter and Applicant Form
- Attachment 2: Corporate Resolution
- Attachment 3: OFFER FORM, OF-1
- Attachment 4: OFFER FORM, OF-2
- Attachment 5: Proposed Budget
- Attachment 6: Certificate of Vendor Compliance
- Attachment 7: Subcontractors, as applicable

- Exhibit A: AG General Conditions
- Exhibit B: Overview of the RFP Process

To be submitted on Offeror's official business letterhead

TRANSMITTAL LETTER & APPLICANT FORM

Hawaii Green Infrastructure Authority
Attn: Allison Hamada
250 S. Hotel Street, Room 501
Honolulu, Hawaii 96813

RE: SOLICITATION No. RFP-25-001-HGIA

Dear Ms. Hamada:

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
[] Nonprofit [] Other _____

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

State of incorporation or organization: _____

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: _____

The undersigned acknowledges receipt of any addendum(s) issued by the Hawaii Green Infrastructure Authority by recording in the space below the date of receipt:

Addendum No. 1 _____ Addendum No. 2 _____ Addendum No. 3 _____

Attachment 1

RFP REQUIREMENTS FOR AWARD:

If evidence of the following requirements are not already included as part of the proposal, Offeror agrees to provide evidence of compliance to requirements in a timely manner should Applicant be selected for award, or risk disqualification of award.

Applicant understands RFP Requirements should Applicant be selected (Initial):

_____ Certificate of Compliance – Hawaii Compliance Express (HEC)
_____ Insurance Requirements

The undersigned hereby certifies that the proposal hereby attached has been carefully checked and is submitted as correct.

CONFLICT OF INTEREST:

By selecting NO, the Applicant represents that neither the Applicant, nor any employee or agent of the Applicant, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the Applicant's performance of this contract.

Conflict of Interest (initial) Yes _____ No _____

If yes, attach list of conflict(s)

Respectfully submitted,

Exact Legal Name of Offeror (company name)

Authorized signature (attach corporate resolution or evidence of authorization to bind)

Title

Date

Street Address

City, STATE, Zip Code

Telephone No.

Mailing Address (if different from street address)

CORPORATE RESOLUTION

Attach Corporate resolution or written authorization of Offeror's representative to sign this proposal here.

**OFFER FORM
OF-1**

PROPOSAL CONTENTS

Attach Proposal Contents here in the format specified.

**OFFER FORM
OF-2**

PRICING

Attach supporting documents and information supporting the Pricing here.

Total contract cost for accomplishing the development and delivery of these services.

\$ _____

Pricing shall include labor, materials, supplies, all applicable taxes, and any other costs incurred to provide the specified services.

Note: Please provide a completed budget (attached as Attachment 5) containing a cost breakdown for the tasks within the 'Scope of Work' SECTION 2 for the initial 12-month period and additional 12-month periods. If applicable, include any additional proposed cost in the proposal narrative associated with the extended period.

CERTIFICATE OF VENDOR COMPLIANCE

Attach HCE Vendor Compliance Certificate here.

SUBCONTRACTORS

Attach Subcontractor information here, as applicable.