



RELEASE DATE: January 13, 2025

**The State of Hawai'i  
Commission on Water Resource Management  
Department of Land and Natural Resources**

**Request for Proposals  
Solicitation # CWRM-RFP-2025-01**

**Statewide Training Program on Water Meter  
Testing**

**OFFERS ARE DUE AT 4:00 P.M., HAWAII STANDARD TIME (HST) ON**

**February 14, 2025**

(or such later date as may be established by the State of Hawai'i by an Addendum to this RFP)

BY SUBMISSION TO THE COMMISSION ON WATER RESOURCE MANAGEMENT

**DIRECT ALL QUESTIONS REGARDING THIS RFP, QUESTIONS OR ISSUES RELATING TO THE ACCESSIBILITY OF THIS RFP (INCLUDING THE ATTACHMENTS AND EXHIBITS AND ANY OTHER DOCUMENT RELATED TO THIS RFP) AND REQUESTS FOR ACCOMMODATIONS FOR PERSONS WITH DISABILITIES IN CONNECTION WITH THIS RFP, TO:**

NEAL FUJII, TELEPHONE (808) 587-0264  
OR EMAIL ADDRESS [neal.d.fujii@hawaii.gov](mailto:neal.d.fujii@hawaii.gov).

Dawn N. S. Chang  
Procurement Officer

RFP: CWRM-RFP-2025-01

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# Table of Contents

RFP Administrative Information

Offer Checklist

## Section 1 General Information

- 1.1 Purpose
- 1.2 Background
- 1.3 Schedule and Significant Dates
- 1.4 Contract Type
- 1.5 Period of Performance
- 1.6 Point of Contact
- 1.7 Definitions

## Section 2 Solicitation Information

- 2.1 Governing Laws and Regulations
- 2.2 Electronic Procurement
- 2.3 RFP Addenda
- 2.4 Pre-Proposal Conference
- 2.5 Questions Regarding RFP Contents
- 2.6 Electronic Submissions of Questions
- 2.7 Proposal Due Date
- 2.8 Cancellation of Procurement and Proposal Rejection
- 2.9 Firm Offers
- 2.10 Right to Accept All or Portion of Proposal
- 2.11 Ownership or Disposition of Proposals and other Materials Submitted
- 2.12 Additional Information

## Section 3 Requirements

- 3.1 Mandatory Minimum Administrative Proposal Requirements
- 3.2 Minimum Requirements and Qualifications
- 3.3 Contractor Responsibility for Subcontractors
- 3.4 Removal of Subcontractors

- 3.5 Right to Retain Subcontractors
- 3.6 Additional Contractor Requirements
- 3.7 Payment
- 3.8 Payment to Hawai'i Information Consortium, LLC dba NIC Hawai'i

Section 4 Instructions to Offerors – Proposal Submission

- 4.1 Proposal Objectives
- 4.2 Proposal Structure and Labeling
- 4.3 Proposal Submission Instructions
- 4.4 Electronic Submission of Proposals
- 4.5 Required Format and Content
- 4.6 Each Offeror to Bear its Own Costs

Section 5 Evaluation and Award

- 5.1 Evaluation of Proposals
- 5.2 Right to Waive Minor Irregularities
- 5.3 Initial Review and Award Without Discussions
- 5.4 Discussion with Priority Listed Offerors
- 5.5 Best and Final Offers
- 5.6 Award of Contract
- 5.7 Responsibility of Offeror
- 5.8 Evaluation Criteria
- 5.9 Notice of Award
- 5.10 Debriefing

Section 6 Evaluation Criteria and Scoring

- 6.1 Evaluation Criteria 1: Overall Experience of Company and Demonstrated Results
- 6.2 Evaluation Criteria 2: Technical/Planning Approach
- 6.3 Evaluation Criteria 3: Price Proposal

Section 7 Contract Management

- 7.1 Post Award Communications: Contract Administrator
- 7.2 Contractor/State Meetings
- 7.3 Dispute Process and Escalation

- 7.4 Quality Control
- 7.5 Post Award Deliverables

Section 8 Special Provisions

- 8.1 Scope
- 8.2 Acceptance and Testing
- 8.3 Intellectual Property Rights
- 8.4 Warranties and Disclaimer of Implied Warranties
- 8.5 Termination for Convenience
- 8.6 Preferences
- 8.7 Certification of Offeror Concerning Wages, Hours and Working Condition of Employees Supplying Services
- 8.8 Responsibility of Offerors
- 8.9 Proposal Preparation
- 8.10 Confidentiality
- 8.11 Protest Procedures
- 8.12 Notice to Proceed
- 8.13 Contract Execution
- 8.14 Liability Insurance
- 8.15 Contract Invalidation
- 8.16 Mistakes in Proposals
- 8.17 Modification Prior to Submittal Deadline or Withdrawal of Offers
- 8.18 Contract Changes – Unanticipated Amendments
- 8.19 Re-execution of Work

Attachment A Statement of Work

Attachment B Offer Form OF-1, Offeror Acknowledgement and Transmittal

Attachment C Offer Form OF-2, Price Proposal

Attachment D Offer Form OF-3, Client References

Attachment E Wage Certificate

Exhibit 1 Contract General Conditions, State Form AG-008

## RFP Administrative Information

RFP Title:	Statewide Training Program on Water Meter Testing
RFP Project Description: (See Section 1.1 Purpose)	The State of Hawai'i is seeking a Contractor to assist in developing a Statewide training program on water meter testing for public water system (PWS) owners and operators in the state of Hawai'i.
RFP Point of Contact: (See Section 1.6 Point of Contact)	Buyer Name – Neal Fujii Agency Name – Commission on Water Resource Management Agency Address – 1151 Punchbowl St., Rm. 227, Honolulu, HI 96813 Buyer email – neal.d.fujii@hawaii.gov Buyer Phone – (808) 587-2064
Submit proposals electronically via Hawai'i Electronic Procurement System (HiePRO): (See Section 4.4 Electronic Submission of Proposals)	Electronic Submission hiepro.ehawaii.gov
Pre-Proposal Conference: N/A	N/A
Pre-Proposal Conference Location: N/A	N/A
Deadline to Receive Questions: (See Sections 1.3 Schedule and Significant Dates and 4.4 Electronic Submission of Questions)	January 24, 2025, 4:00 P.M., Hawai'i Standard Time (HST)
Question & Answers: (Sections 1.3 Schedule and Significant Dates and 4.4 Electronic Submission of Questions)	All questions, including those about Terms and Conditions, must be submitted through the Hawai'i Electronic Procurement System (HiePRO). Questions must be submitted by the question deadline date.
RFP Closing Date: (See Section 1.3 Schedule and Significant Dates)	February 14, 2025, 4:00 P.M., Hawai'i Standard Time (HST)
RFP Closing Time: (See Section 1.3 Schedule and Significant Dates)	4:00 P.M., Hawai'i Standard Time (HST)
Initial Term of Contract and Renewals: (See Section 1.5 Period of Performance)	Estimated contract term: March 2025 to March 2026. Upon mutual agreement, the contract may be extended or amended for twelve (12) months.
<p><b>TAKE NOTE THE MANDATORY .75% (.0075) TRANSACTION FEE TO HAWAII INFORMATION CONSORTIUM, LLC DBA TYLER HAWAII IS BASED ON SALES FOR AWARDS MADE IN HIEPRO. (DETAILED IN SECTION 2.2 ELECTRONIC PROCUREMENT AND SECTION 3.8 PAYMENT TO HAWAII INFORMATION CONSORTIUM, LLC DBA TYLER HAWAII.)</b></p>	

## Offer Checklist

Offeror must address ALL sections and attachments and provide the information and documentation as required in the table below.

No.	Description	Reference in RFP	Completed
1	Offer Checklist – submittal of checklist with all items checked “completed.”	Offer Checklist	<input type="checkbox"/>
2	Offer Form OF-1 - Completed and signed  NOTE: Ensure the company name submitted in HlePRO matches the company name on OF-1.	Attachment B, Offer Form OF-1, Section 8.9 Proposal Preparation	<input type="checkbox"/>
3	Table of Contents	Section 4.5 Required Format and Content	<input type="checkbox"/>
4	Executive Summary, not to exceed on (1) page	Section 4.5 Required Format and Content	<input type="checkbox"/>
5	Overall Experience and Capability of Company and Demonstrated Results narrative, not to exceed five (5) pages	Section 6.1 Evaluation Criteria 1	<input type="checkbox"/>
6	Technical/Planning Approach narrative, not to exceed seven (7) pages	Section 6.2 Evaluation Criteria 2	<input type="checkbox"/>
7	Offer Form OF-2 Price Proposal	Attachment C, Offer Form OF-2, Section 6.3 Evaluation Criteria 3	<input type="checkbox"/>
	Offer Form OF-3, Client References	Attachment D, Offer Form OF-3	
8	Wage Certificate	Attachment E, Section 8.7	
9	Confidential, Protected or Proprietary Information Section (if applicable)	Section 8.10	<input type="checkbox"/>

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Authorized Offeror Signature

# REQUEST FOR PROPOSALS

## Statewide Training Program on Water Meter Testing

Solicitation # CWRM-RFP-2025-01

### Section 1: General Information

#### 1.1 Purpose

The State of Hawai'i Department of Land and Natural Resources (DLNR), Commission on Water Resource Management (CWRM), is seeking a qualified contractor to assist in developing and implementing a Statewide training program on water meter testing for public water system (PWS) owners and operators in the state of Hawai'i. This training program shall apply to source meters and consumption/customer meters. This training is directed at water system owners and operators of the PWS affected by Act 169, Session Laws of Hawai'i 2016.

The Commission on Water Resource Management goals and objectives of this project are the following:

1. To train affected public water system owners and operators to understand the concepts of testing source and consumption/customer meters and train them on how to conduct these tests.
2. To train affected public water system owners and operators to understand and develop internal (in-house) meter testing programs.
3. To enable affected public water system owners and operators to intelligently hire contractors to test their meters if they lack the resources to perform in-house testing.
4. To increase the amount of meter testing and meter testing related programs in public water systems across the state of Hawai'i for the purpose of improving data validity scores in the AWWA Free Water Audit Software and increasing confidence in water loss audit results.

All training provided under this RFP shall be consistent with the concepts, methodologies and practices for meter testing prescribed in the latest editions of the American Water Works Association Manuals of Water Supply Practices: M6 Water Meters – Selection, Installation, Testing, and Maintenance, M33 Flowmeters in Water Supply, and M36 Water Audits and Loss Control Programs, as applicable.



## 1.2 Background

Act 169, Session Laws of Hawai'i 2016, authorizes CWRM to establish a program to implement standardized water loss audits of public water systems (PWS) in accordance with the method adopted by the American Water Works Association (AWWA) using the AWWA Free Water Audit Software. The water loss audits affect approximately 100 PWS in the State of Hawai'i. Annual water loss audits must be Level 1 validated and submitted to CWRM. Since this program was implemented there have been some shortcomings in the validity of the data entered into the water audits. The volume of water supplied and the volume of authorized consumption within the distribution system are the key inputs that need to be accurate in order for the water audit results to be meaningful. It was discovered that nearly all of the affected PWS do not test their source water flow meters or their customer consumption water flow meters. This leads to uncertainty in the data validity and water audit results. Training of operators to test meters in the affected PWS will improve the understanding of the volumes of water supplied and consumed in these systems and allow for any corrections of the data based on meter test results.

Link to Act 169, SLH 2016:

[https://www.capitol.hawaii.gov/sessions/session2016/bills/GM1271\\_.PDF](https://www.capitol.hawaii.gov/sessions/session2016/bills/GM1271_.PDF)

## 1.3 Schedule and Significant Dates

The table below contains the State's current estimate of the schedule and significant dates. All times are Hawai'i Standard Time (HST). If a component of this schedule, such as "Proposals Due Date and Time" is delayed, the rest of the schedule may likely be shifted by the same number of days. Any change to the RFP Schedule and Significant Dates prior to the proposal due date shall be issued by addendum.

Event	Date
Solicitation Release:	January 13, 2025
Pre-Proposal Conference:	No Pre-Proposal Conference
Question Submittal Deadline:	January 24, 2025 4:00 P.M., HST
Response to Questions:	January 28, 2025; 4:00 P.M., HST
Proposals Due Date and Time:	February 14, 2025; 4:00 P.M., HST
Evaluations	February 18-21, 2025
Estimated Date for Discussions, if necessary	TBD
Estimated Due Date for BAFO, if necessary	TBD
Anticipated Award Date:	February 2025

## 1.4 Contract Type

Firm-Fixed-Price

## 1.5 Period of Performance

This contract shall be for a period of twelve (12) months beginning on the date specified on the Notice to Proceed. Unless terminated, the contract may be extended without re-solicitation, upon mutual agreement in writing between the State and the Contractor, prior to the expiration date, for not more than one (1) additional 12-month periods, or parts thereof.

## 1.6 Point of Contact

The Commission on Water Resource Management is the issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is Solicitation # CWRM-RFP-2025-01. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

The person identified below is the single point of contact (POC) during this procurement process. Offerors and interested persons shall direct to the POC all questions concerning the procurement process, technical requirements of this RFP, contractual requirements, changes, clarifications, and protests, the award process, and any other questions that may arise related to this solicitation and the resulting contract. The POC designated by the State of Hawaii, Commission on Water Resource Management is:

Neal Fujii  
State Drought and Water Conservation Coordinator  
Commission on Water Resource Management  
1151 Punchbowl Street, Room 227  
neal.d.fujii@hawaii.gov  
Phone: (808) 587-0264; Fax: (808) 587-0219

## 1.7 Definitions

The following definitions apply to this solicitation.

**American Water Works Association (AWWA)** means the international, nonprofit, scientific, and educational association for the drinking water industry.

**Commission on Water Resource Management (CWRM)** means the State of Hawai'i executive agency, within the Department of Land and Natural Resources, established under Chapter 174C, Hawaii Revised Statutes.

**Contract Administrator** means the person designated to manage the various facets of the contract(s) to ensure the Contractor's total performance is in accordance with the contractual commitments, and that obligations are fulfilled.

**Contractor** means the person having a contract with a governmental body.

**Department of Land and Natural Resources (DLNR)** means the State of Hawai'i

executive department established under Chapter 26, Hawai'i Revised Statutes.

**Fixed-price basis** means an established price agreed upon by the Contractor and Purchasing Entity, by agreement or by authority, as the price to be charged for a specified amount of services.

**Goods** means all property, including but not limited to equipment, equipment leases, materials, supplies, printing, insurance, and processes, including computer systems and software, excluding land or a permanent interest in land, leases of real property, and office rentals.

**Governmental body** means any department, commission, council, board, bureau, authority, committee, institution, legislative body, agency, Government Corporation, or other establishment or office of the executive, legislative, or judicial branch, city or county of any U.S. State, (including the Office of Hawaiian Affairs for the State of Hawai'i).

**Hawai'i Administrative Rules (HAR)** means the adopted operating procedures for state agencies authorized by the laws of the State of Hawai'i.

**Hawai'i eProcurement System (HlePRO)** is the State eProcurement system, a system for issuing solicitations, receiving responses, and issuing notices of award.

**Hawai'i Revised Statutes (HRS)** means the laws that govern the State of Hawai'i.

**Offeror** means the company or firm that submits a proposal in response to this Request for Proposal.

**Project** means the goods and services described in the Statement of Work in this Request for Proposal.

**Proposal** means the official written response submitted by an Offeror in response to this Request for Proposals.

**Proposer** has the same meaning as Offeror.

**Public Water System (PWS)** means a system, regulated by the Hawai'i Department of Health, which provides water for human consumption, through pipes or other constructed conveyances if the system has at least fifteen service connections or regularly serves an average of at least twenty-five individuals daily at least sixty days out of the year. Such term includes (1) any collection, treatment, storage, and distribution facilities under control of the operator of such system and used primarily in connection with such system, and (2) any collection or pretreatment storage facilities not under such control which are used primarily in connection with such system.

**Request for Proposals or "RFP"** means the entire solicitation document, including all parts, sections, exhibits, attachments, and Addenda.

**Services** means the furnishing of labor, time, or effort by a Contractor , which involves the delivery or supply of products.

**State** means the Hawai'i Department of Land and Natural Resources, Commission on Water Resource Management.

**Statement of Work** defines the services to be delivered by the Contractor. Note: For the purposes of this RFP, statement of work describes the services within a Task Order when requesting quotes from awarded Contractor(s).

**Subcontractor** means a Contractor contracted for work by the Prime Contractor.

**Vendor** means a Contractor.

## **Section 2: Solicitation Information**

### **2.1 Governing Laws and Regulations**

This procurement is conducted by the Commission on Water Resource Management (CWRM), Department of Land and Natural Resources (DLNR), in accordance with the State Procurement Code. Information about CWRM and its governing laws are available at <https://dlnr.hawaii.gov/cwrn/aboutus/laws/>.

This procurement shall be governed by the regulations and laws of the State of Hawai'i. Venue for any administrative or judicial action relating to this procurement, evaluation, and award shall be in the State of Hawai'i. Information about the State Procurement Code is available at <http://spo.hawaii.gov/>.

### **2.2 Electronic Procurement**

**2.2.1** The State has established the Hawai'i State eProcurement (HlePRO) System 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 State Procurement Office (SPO) website: <https://hiepro.ehawaii.gov/welcome.html>, select HlePRO Vendor Registration and then Vendor Registration Guide.

**2.2.2** The State will use HlePRO to issue the RFP, receive Offers, and issue Addenda to the RFP. Addenda and the other information and materials shall be provided by the State through HlePRO, including additions or changes with respect to the dates in Section 1.3 Schedule and Significant Dates. The State shall not be responsible for any person's or entity's failure to do so for any reason. The State is not responsible for any delay or failure of any Offeror to receive any materials updated through the RFP Process on a timely basis.

**2.2.3** As part of this procurement process, Offerors are informed that awards made for this solicitation, if any, shall be done through the HlePRO and shall, therefore, be subject to a mandatory 0.75% (0.0075) transaction fee, not to exceed \$5,000 for the total contract term.

**2.2.4** HlePRO Special Instructions. Offeror shall review all special instructions located 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. Offerors should allow ample time to review their submitted proposal, including attachments, prior to the proposal deadline.

### **2.3 RFP Addenda**

Changes to this RFP including but not limited to contractual terms and procurement requirements shall only be changed via formal written addenda issued by the Commission on Water Resource Management.

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 the Hawaii State eProcurement System (HlePRO) to obtain RFP addenda or other information relating to the RFP.

### **2.4 Pre-Proposal Conference**

There will be no pre-proposal conference.

### **2.5 Questions Regarding RFP Contents**

If a Prospective Offeror believes that any provision of the RFP is unclear, potentially defective, or would prevent them from providing a meaningful offer, the Offeror shall submit questions to the State POC requesting clarification on or before the deadline for doing so in Section 1.3 Schedule and Significant Dates. Each question shall identify the page, section number, paragraph, and line or sentence of such provision(s) of the RFP to which the question applies. The State POC will respond by the date for the same in Section 1.3 Schedule and Significant Dates. The State may issue Addenda in response to written questions received regarding the RFP.

### **2.6 Electronic Submission of Questions**

All questions must be submitted through the Hawaii State eProcurement System (HlePRO). Questions must be submitted by the question deadline date and time shown in Section 1.3 Schedule and Significant Dates. Answers will be given via the Hawai'i State eProcurement System (HlePRO) site as noted in Section 1.3 Schedule and Significant Dates.

Offerors are cautioned about including context in questions that may reveal the source of questions. The identity of potential Offerors will not be published with the answers, but the text of questions will be restated, to the extent possible, to exclude information identifying potential Offerors.

## **2.7 Proposal Due Date**

Proposals must be received by the posted closing date and time as described in Section 1.3 Schedule and Significant Dates of this RFP.

## **2.8 Cancellation of Procurement and Proposal Rejection**

The State reserves the right to cancel this RFP and to reject any and all proposals in whole or in part and waive any defects when it is determined to be in the best interest of the State, pursuant to HAR §3-122-96 thru HAR §3-122-97.

## **2.9 Firm Offers**

Responses to this RFP, including proposed pricing, costs and/or fees will be considered firm for sixty (60) days after the proposal due date.

## **2.10 Right to Accept All or Portion of Proposal**

Unless otherwise specified in the solicitation, the State may accept any item or combination of items as specified in the solicitation or of any proposal unless the Offeror expressly restricts an item or combination of items in its Proposal and conditions its response on receiving all items for the proposal they provided. If the Offeror so restricts its Proposal, the State may consider the Offeror's restriction and evaluate whether the award on such basis will result in the best value to the State. The State may otherwise determine at its sole discretion that such restriction is non-responsive and renders the Offeror ineligible for further evaluation.

## **2.11 Ownership or Disposition of Proposals and other Materials Submitted**

All costs incurred by the Offeror in preparing or submitting a proposal shall be the Offeror's sole responsibility whether any award results from this RFP. The State shall not reimburse such costs. All proposals become the property of the State of Hawai'i.

## **2.12 Additional Information**

The Offeror shall provide additional information regarding aspects of an Offeror's Proposal within seven (7) business days of the State's request unless the State specifies another period. As noted, each Offeror shall submit only one Proposal. If an Offeror submits more than one Proposal, then the State reserves the right to reject and or dismiss the Offeror from the RFP Process.

## **Section 3: Requirements**

### **3.1 Mandatory Minimum Administrative Proposal Requirements**

This section contains the minimum requirements that must be met to be considered for the evaluation phase. All items described in this section are non-negotiable. All Offerors must state willingness and demonstrate the ability to satisfy these requirements in the proposal submitted for consideration. Contractors shall be considered non-responsive if unable to cover the minimum requirements which they may not be considered for award.

### **3.2 Minimum Requirements and Qualifications**

Offeror shall provide all services as described in Attachment A, Statement of Work. Contractors must meet the listed minimum requirements and qualifications listed hereunder at the time of submitting an offer to qualify for an award under this solicitation. Contractors are required to be compliant with all appropriate state and federal statutes. Proof of compliance is required through Hawai'i Compliance Express (HCE).

1. The Offeror has conducted previous training related to water meter testing.
2. The Offeror has expertise in principles of water meter testing and testing programs in accordance with the American Water Works Association Manuals of Water Supply Practices: M6 Water Meters – Selection, Installation, Testing, and Maintenance, M33 Flowmeters in Water Supply, and M36 Water Audits and Loss Control Programs.
3. The Offeror has qualified personnel to successfully complete the tasks described in the Statement of Work (Attachment A).

### **3.3 Contractor Responsibility for Subcontractors**

The Subcontractors providing services shall meet the same service requirements and provide the same quality of service required of the Contractor and in a timely manner. No subcontract shall relieve the Contractor of its responsibilities for the Services it provides. The Contractor shall manage the quality and performance, project management and schedules, and timely start and completion of services performed by each of its Subcontractors. The Contractor shall be solely responsible and accountable for the completion of all Services it has subcontracted.

### **3.4 Removal of Subcontractors**

In addition to any rights the State has under Law, the State shall have the right to require the removal of a Subcontractor or any of its personnel providing or supporting services for a good cause. In such a case, the State shall specify the deadline for such removal after consultation with the applicable Contractor. A Subcontractor proposed by the



Contractor to replace the removed Subcontractor shall be subject to the approval of the State.

### **3.5 Right to Retain Subcontractors**

The State shall have the right to directly retain any Subcontractor after the expiration, termination, or suspension of the Contract under which it is retained, including any Subcontractor providing services subject to any part of a Contract that is terminated or suspended.

### **3.6 Additional Contractor Requirements**

Each Contractor shall:

Adhere to its Contract with the State;

Provide all labor, materials, and equipment necessary to meet the RFP Requirements;

Communicate contract requirements to its Subcontractors' personnel and direct and coordinate project activities to ensure that the services progress efficiently and are completed on schedule;

Ensure that all its and its Subcontractors' employees can communicate effectively with State employees;

Ensure that it is current with all payments and registration fees and similar financial obligations owed to the State during the term of its Contract with the State; and

Fully cooperate and maintain effective communication with the State and cooperate in the resolution of problems, suspected problems, or potential problems.

### **3.7 Payment**

Pursuant to HRS §103-10, the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of projects to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further, the State will reject any offer submitted with a condition requiring interest payments greater than that allowed by HRS §103-10, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after the award of the contract, which requires payment within a shorter period or interest payment not in conformance with the statute.

### **3.8 Payment to Hawaii Information Consortium, LLC dba Tyler Hawaii**

HlePRO is administered by Hawaii Information Consortium, LLC dba Tyler Hawaii. Tyler Hawaii shall invoice the Contractor(s) directly for payment of transaction fees. Payment must be made to Tyler Hawaii within thirty (30) days from receipt of invoice. Tyler Hawaii is an intended third-party beneficiary of transaction fees, which are used to fund the operation, maintenance, and future enhancements of the HlePRO system.

## Section 4: Instructions to Offerors – Proposal Submission

### 4.1 Proposal Objectives

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.

Proposals shall be prepared straightforwardly and concisely, in a format that is reasonably considered and appropriate for the purpose. Emphasis will be on completeness and clarity and content.

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.

The proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this RFP.

### 4.2 Proposal Structure and Labeling

Proposals must be detailed and concise. Each Proposal must be labeled and organized in a manner that is congruent with the requirements and terminology used in this RFP and must include a point-by-point response, structured in form and reference to the RFP, addressing all requirements and the Statement of work elements.

### 4.3 Proposal Submission Instructions

Proposals must be received by February 14, 2025, 4:00 P.M., HST through the Hawai'i Electronic Procurement System (HlePRO). Proposals received after the deadline and/or through any sources other than HlePRO will be rejected.

### 4.4 Electronic Submission of Proposals

Proposals shall be submitted and received electronically through HlePRO by the date and time listed in Section 1.3 Schedule and Significant Dates. This electronically submitted offer shall be considered the original. Any offers received outside of the HlePRO, including faxed or e-mailed bids, shall not be accepted, or considered for award. Any offer received after the due date and time shall be rejected. (See Section 2.2 Electronic Procurement for further information.) **The maximum file size that HlePRO can accept is 100MB. Files larger than 100MB must be reduced into two or more files.**

Submission of a proposal shall constitute an incontrovertible representation by the Offeror that the Offeror agrees to comply with every requirement of this RFP, and that the RFP documents are sufficient in scope and detail to indicate and convey a reasonable

understanding of all terms and conditions of performance of the work.

#### **4.5 Required Format and Content**

All Proposals must be submitted in the following format. Detailed information on submitting each of these sections is contained in later sections of this RFP. Proposal shall be submitted in size 12-point Arial font or equivalent.

1. **Table of Contents.** A Table of Contents must be included with each proposal. All major parts of the proposal shall be identified by referencing page numbers.
2. **Offer Checklist.** Complete and submit all items noted on the Offer Checklist.
3. **Offer Forms.** Offeror shall complete and sign the following Offer Forms.
  - a. **OF Form, OF-1**
  - b. **OF Form, OF-2 Price Proposal**
  - c. **OF Form, OF-3 Client References**
4. **Executive Summary.** The executive summary [not to exceed one (1) page] is to briefly describe the Offeror's Proposal. This summary should highlight the major features of the Proposal. The response should demonstrate the Offeror's understanding of and ability to meet the Administrative and Technical Requirements of the RFP. The State should be able to determine the essence of the Proposal by reading the executive summary. This summary will not be evaluated for points, but rather is a high-level explanation of the entire proposal.
5. **Evaluation Criteria Submittals (Refer to Section 5 Evaluation and Award and Section 6 Evaluation Criteria).**

This section shall be sub-divided by the evaluation criteria and include the narrative and any other requirements.

- a. Overall Experience and Capability of Company and Demonstrated Results – See Section 6.1. Submittal limited to five (5) pages, not including any employee resumes and Client References (form OF-3).
  - b. Technical/Planning Approach – See Section 6.2. Submittal limited to seven (7) pages.
  - c. Price Proposal – See Section 6.3. Offeror shall complete the attached Offer Form OF-2, Price Proposal, in which Offeror shall submit all price line items including all applicable taxes.
6. **Confidential, Protected, or Proprietary Information.** All confidential, protected, or proprietary information must be included in this section of the proposal response. Do not incorporate protected information throughout the Proposal. Rather, provide a reference in the proposal response directing the State to the specific area of this protected Information section. If Offeror believes that any portion of its proposal, offer, specification, protest, or correspondence

contains information that should be withheld as confidential, then the Procurement Officer should be so advised in writing and shall be furnished with justification for confidential status. Price is not considered confidential and shall not be withheld.

Information included in the Confidential, Protected or Proprietary Information section of an Offeror's proposal is not automatically accepted as protected. All information identified in the section will be subject to review by the State in accordance with the procedures prescribed by the State's open records statute, freedom of information act, or similar law.

#### **4.6 Each Offeror to Bear its Own Costs**

Each Offeror shall be responsible for all costs incurred by it prior to the Notice of Award, including, without limitation, its costs of preparing and submitting its Offer, responding to notices or requests, making Priority-Listed Offeror presentations, demonstrations, and discussions, and otherwise participating in the RFP Process.

## **Section 5: Evaluation and Award**

### **5.1 Evaluation of Proposals**

The Procurement Officer of the DLNR-CWRM, or an evaluation committee of at least three (3) qualified State employees selected by the DLNR-CWRM Procurement Officer, shall evaluate proposals for the contract. The evaluation will be based solely on Section 6 Evaluation Criteria and Scoring and the process described in this section.

### **5.2 Right to Waive Minor Irregularities**

The State in its sole discretion reserves the right to waive minor irregularities in the Proposal, which include but are not limited to corrections of deficiencies or clarification of ambiguities that in the judgment of the State do not require a comprehensive proposal rewrite. The State also reserves the right in its sole discretion to waive certain Minimum requirements provided that all of the otherwise responsive proposals fail to meet the same minimum requirements and the failure to do so does not materially affect the procurement.

### **5.3 Initial Review and Award without Discussions**

In the initial phase of the evaluation process, the State will review all proposals timely received. Unacceptable proposals (non-responsive proposals not conforming to RFP requirements) will be eliminated from further consideration.

The State reserves the right to award on receipt of initial proposals without an opportunity for discussion or proposal revision, so Offerors are encouraged to submit their most favorable proposal at the time established for receipt of proposals. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals.

### **5.4 Discussion with Priority Listed Offerors**

Prior to holding any discussions, a priority list shall be generated consisting of proposals determined to be acceptable or potentially acceptable.

If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may limit the priority list to three (3) highest ranked, responsible Offerors.

The State may invite priority listed Offerors to discuss their proposals to ensure thorough, mutual understanding. The State in its sole discretion shall schedule the time and location for these discussions, generally within the timeframe indicated in Section 1.3 Schedule and Significant Dates. The State may also conduct discussions with priority listed Offerors to clarify issues regarding the proposals before requesting Best and Final Offers, if

necessary.

In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

### **5.5 Best and Final Offers**

If deemed appropriate by the State in its sole discretion, the State may request each Offeror to submit its Best and Final Offer (BAFO). The request shall be issued via an Addendum, which will provide guidance and additional instructions. Offeror's BAFOs shall be submitted to the State through HlePRO on or before the deadline called for. If an Offeror fails to do so, its last submitted Offer shall be deemed its BAFO.

The BAFOs will be evaluated by the Evaluation Committee taking into consideration the Evaluation Criteria set forth in Section 6 Evaluation Criteria and Scoring.

### **5.6 Award of Contract**

Award shall be made to the responsible Offeror whose proposal is determined the most advantageous to the State of Hawai'i, taking into consideration price and the other evaluation factors set forth in this request for proposals.

### **5.7 Responsibility of Offeror**

Pursuant to HRS §103D-310(c), the selected offeror shall at the time of award be compliant with all laws governing entities doing business in the State of Hawaii. See Special Provisions, Section 8.8 Responsibility of Offerors.

### **5.8 Evaluation Criteria**

The following criteria shall be used in evaluating the Offerors. The evaluation committee shall score proposals by reviewing the narrative for each of the evaluation criteria below. The full description of the Evaluation Criteria and Scoring Process are thoroughly discussed in Section 6.

**Table 1 - Evaluation Criteria**

Evaluation Category	Points Possible
<p><b>Evaluation Criteria 1: Overall Experience and Capability of Company and Demonstrated Results</b>            Our evaluation will include an assessment of the history of your company, your experience as it relates to the requirements within this RFP. Evaluation will be based on evidence of the following elements:</p> <ul style="list-style-type: none"> <li>• <b>Company Experience Capability &amp; Resources</b></li> <li>• <b>Key Personnel</b></li> <li>• <b>Past Performance (including Offer Form OF-3)</b></li> </ul>	<b>20</b>
<p><b>Evaluation Criteria 2: Technical/Planning Approach</b>            Description of an overall technical and planning approach outlined in the proposal and firm capacity to perform the engagement within the specified timeframe (evidence of prior experience of the firm in meeting timelines will also be factored in here).</p>	<b>25</b>
<p><b>Evaluation Criteria 3: Price Proposal</b>            Effective and efficient delivery of quality services is demonstrated in relation to the budget allocation. The allocation is reasonable and appropriate.</p>	<b>15</b>
<p><b>Total Possible Points</b></p>	<b>60</b>

**5.9 Notice of Award**

After a final selection is made, the State will issue a notice of award on its electronic procurement system (HlePRO). Upon award, proposal files are public records and are available for review by submitting a Request for Access to Government Record. Information on the Office of Information Practices and forms may be found at <http://oip.hawaii.gov>.

**5.10 Debriefing**



Pursuant to HAR §3-122-60, a non-selected Offeror may request a debriefing to understand the source selection decision and contract 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 the written request.

A protest by the requestor following a debriefing shall be filed within five (5) working days, as specified in HAR §103D-303(h). See Special Provisions, Section 8.11 Protest Procedures for submitting a protest.

## **Section 6: Evaluation Criteria and Scoring**

### **6.1 Evaluation Criteria 1: Overall Experience and Capability of Company and Demonstrated Results**

This section contains requirements pertaining to the Offeror's company experience, expertise, and previous work relating to this RFP. Offeror shall submit a narrative of a maximum of five (5) pages, not including key personnel resumes and Offer Form OF-3, showing how they met or exceeded minimum requirements outlined in Section 3.2 (Minimum Requirements and Qualification), qualifications of personnel, and examples of previous work related to this RFP. Narratives to be submitted in size 12 point Arial font or equivalent.

#### **Company Experience**

Narrative should discuss company capability, resources, and experience. The Offeror shall explain its Company's prior experience providing the types of services requested by this RFP. List all major projects or contracts your company worked on during the past five (5) years providing services the same as or like the Statement of Work in this RFP. Explain the statement of work, duration, number of employees assigned to the project, significant tasks that were completed, and whether the project applied methods and practices of water meters, flow meters in public water systems, or water audits and loss control programs described in the AWWA Manual of Water Supply Practices M6, M33, and M36 respectively. The State will assess the degree to which the Offeror's company experience will meet the requirement to ensure quality and effective services in a timely manner.

#### **Key Personnel**

Provide a one (1) page resume of Key Personnel who would be working on this project. Include any training or project experience requiring application of methods and practices of water meters, flow meters in public water systems, or water audits and loss control programs described in the AWWA Manual of Water Supply Practices M6, M33, and M36 respectively. The State will assess the degree to which experience and qualifications of Key Personnel will support successful project execution.

#### **Past Performance**

Narrative should describe past performance establishing that the company submitting the proposal has the qualifications and experience to provide the services specified in this RFP. Offeror shall complete Offer Form OF-3 Client References, Attachment D with the names and contact information of customer references for at least three (3) clients that received services that are the same or similar to those in the statement of work. Forms OF-3, Section 3, completed by the Customer Organization, must also be included in the Offeror's proposal. The State reserves the right to conduct reference checks beyond what was provided by references. The results of the reference checks will be reflected in the evaluation score for this criterion. Full points will not be awarded without confirmation

of services from at least three (3) listed clients. Offerors are encouraged to notify references with due notice.

## **SCORING PROCESS**

The State will evaluate the Offeror's organizational experience, personnel, and demonstrated record of contract performance in supplying services that meet the State's requirements. The recency and relevancy of the information, the source of the information, the context of the data, and general trends in the Contractor's performance will be considered. More recent and more relevant performance usually has a greater impact on the confidence assessment than less recent and less relevant performance. Decimal and whole number scores may be given for the evaluation criteria. Total possible points: 20.

Company Experience	
Score	Scoring/Rating Description
5	The Offeror has completed more than five (5) projects like the project described in this RFP involving methods and practices described in AWWA M-6, M-33, or M-36 in the past five (5) years.
4	The Offeror has completed five (5) projects like the project described in this RFP involving methods and practices described in AWWA M-6, M-33, or M-36 in the past five (5) years.
3	The Offeror has completed three (3) projects like the project described in this RFP involving methods and practices described in AWWA M-6, M-33, or M-36 in the past five (5) years.
2	The Offeror has completed one (1) project like the project described in this RFP involving methods and practices described in AWWA M-6, M-33, or M-36 in the past five (5) years.
0	The Offeror has completed zero (0) projects like the project described in this RFP involving methods and practices described in AWWA M-6, M-33, or M-36 in the past five (5) years.
Key Personnel	
Score	Scoring/Rating Description
5	Two (2) of the Key Personnel working on this project have at least fifteen (15) years each of work experience relevant to this RFP.
4	Two (2) of the Key Personnel working on this project have at least ten (10) years each of work experience relevant to this RFP.
3	Two (2) of the Key Personnel working on this project have at least five (5) years each of work experience relevant to this RFP.
2	Two (2) of the Key Personnel working on this project have less than five (5) years each of work experience relevant to this RFP.
0	The Key Personnel working on this project have zero (0) years of work experience relevant to this RFP.
Past Performance: Client References Forms Returned	
Score	Scoring/Rating Description
5	Four (4) or more previous customers/clients whose projects are relevant to this project have returned their respective Client References form (Form OF-3, Sections 2 & 3).
4	Three (3) previous customers/clients whose projects are relevant to this project have returned their respective Client References form (Form OF-3, Sections 2 & 3).
3	Two (2) previous customers/clients whose projects are relevant to this project have returned their respective Client References form (Form OF-3, Sections 2 & 3).

2	One (1) previous customers/clients whose projects are relevant to this project have returned their respective Client References form (Form OF-3, Sections 2 & 3).
0	Zero (0) previous customers/clients whose projects are relevant to this project have returned their respective Client References form (Form OF-3, Sections 2 & 3).
<b>Past Performance: Client References Rating Criteria*</b>	
<b>Score</b>	<b>Scoring/Rating Description</b>
5	Based on returned Client References, the averaged total score of the Criteria Rating Tables (Form OF-3, Section 3, Table 2) falls within the values of 25 to 30.
4	Based on returned Client References, the averaged total score of the Criteria Rating Tables (Form OF-3, Section 3, Table 2) falls within the values of 20 to 24.
3	Based on returned Client References, the averaged total score of the Criteria Rating Tables (Form OF-3, Section 3, Table 2) falls within the values of 15 to 19.
2	Based on returned Client References, the averaged total score of the Criteria Rating Tables (Form OF-3, Section 3, Table 2) falls within the values of 10 to 14.
0	Based on returned Client References, the averaged total score of the Criteria Rating Tables (Form OF-3, Section 3, Table 2) is less than 10.

\*A minimum of three (3) Client References form must be submitted. For example, if Client A returns Criteria Rating table total of 22, Client B returns a Criteria Rating table total of 23, and Client C returns a Criteria Rating table total of 15, the averaged total score is  $(22+23+15)\div 3=20$ , score for Client References Rating Criteria = 4.

**6.2 Evaluation Criteria 2: Technical/Planning Approach**

This section contains requirements pertaining to the offeror’s technical and planning approach relating to this RFP. Offeror shall submit a narrative of a maximum of seven (7) pages explaining their plan for the project goal and requirements, amount of key personnel allocated, the methodology toward implementing and tracking the success of deliverables including milestones. Narratives to be submitted in size 12 point Arial font or equivalent.

The Technical/Planning Approach must include but is not limited to these elements:

- a. Describing a training program including workshop syllabus and testing methodologies used to conduct source meter and customer meter training workshops showing a clear understanding of the Statement of Work required for the project that will ensure the achievement of all project goals;
- b. Describing a work plan including staffing requirements, coordination with the State, and other logistical requirements;

- c. Providing a sample project schedule showing potential training workshop dates (relative to notice to proceed), times, locations, to achieve project objectives in a timely manner;
- d. Providing recommendations for preferred meter testing configurations/arrangements to implement hands-on training classes;
- e. Demonstrating a clear understanding of the complexities and risks involved with convening workshops in all major Hawaiian Islands, including transportation, workshop venue reservations, meeting invitations, and other factors that could disrupt or delay the project;
- f. Describing any equipment, materials, or appurtenances required to complete the training workshops and how this will be provided – NOTE that the State will not furnish any equipment, materials, or apparatus under this RFP nor will this RFP be used for the purchase of such items;
- g. Describing the approach to tracking and achieving the required deliverables.

**SCORING PROCESS**

The State will evaluate the Offeror’s Technical/Planning Approach based on how the Offeror addresses the Technical/Planning Approach elements, a. through g., above. Additional Technical/Planning Approach elements may increase the score if there is value added. Decimal and whole number scores may be given for the evaluation criteria. Total possible points: 25.

Technical/Planning Approach	
Score	Scoring/Rating Description
25	The Offeror’s Technical/Planning Approach satisfactorily addresses all of the Technical/Planning Approach elements above and includes additional value-added element(s).
20	The Offeror’s Technical/Planning Approach satisfactorily addresses all of the Technical/Planning Approach elements above.
15	The Offeror’s Technical/Planning Approach satisfactorily addresses six (6) out of seven (7) of the Technical/Planning Approach elements above.
10	The Offeror’s Technical/Planning Approach satisfactorily addresses five (5) out of seven (7) of the Technical/Planning Approach elements above.
5	The Offeror’s Technical/Planning Approach satisfactorily addresses four (4) out of seven (7) of the Technical/Planning Approach elements above.
0	The Offeror’s Technical/Planning Approach satisfactorily addresses less than four (4) out of seven (7) of the Technical/Planning Approach elements above.

### **6.3 Evaluation Criteria 3: Price Proposal**

The Offeror's price proposal is worth twenty-five percent (25%) of the total points, which is fifteen (15) points out of sixty (60) total points. Offerors shall enter the total sum price for the services and any reimbursables in US Dollars and Cents when submitting their offer in HlePRO.

#### **6.3.1 Cost Points Conversion**

In converting cost to points, the Lowest Total Cost will automatically receive the maximum number of points allocated to cost shown in Table 1 in Section 5.8. The point allocations for cost on the other Offers for each service category will be determined through the method set out in the following formula:  $\text{Lowest Total Cost} \times \text{maximum points} / \text{Offeror's Proposed Cost} = \text{Cost Points Awarded}$ . Decimal and whole number scores may be given for the price evaluation. Total possible points: 15.

For example, if the maximum points for the price are 15 of the total points and Offeror A submitted a price for \$200,000; Offeror B submitted a price of \$250,000; Offeror C submitted a price of \$300,000.

Offeror A would receive the maximum points (15 points) based on the lowest offer of \$200,000.

Offeror B would not receive the maximum points based on the lowest offer of \$200,000  $\times$  15 points / \$250,000 = 12 points.

Offeror C would not receive the maximum points based on the lowest offer of \$200,000  $\times$  15 points / \$300,000 = 10 points.

#### **6.3.2 Price and Rate Guarantee Period**

All prices shall be guaranteed for the period of performance of the contract. No request for price increase is allowed.

#### **6.3.2 Price Reasonableness**

Prices shall be evaluated for competitiveness and reasonableness of price. The State may use any or all price analysis techniques and procedures to determine price reasonableness.

#### **6.3.4 Price Realism**

The State may use any or all price realism techniques and procedures for the purpose of verifying an offeror's understanding of the solicitation requirements, or of assessing the risk inherent in an offeror's proposal.

## **Section 7: Contract Management**

Contract management refers to post-award type activities, such as contract implementation, contract administration, measurement of work completion, and payment computation based on deliverables. Moreover, it involves the monitoring of a contract, making important changes and modifications to the contract, and dealing with related problems. Focused attention to contract management considerations facilitates a positive working relationship between the government customer, procurement staff, and the contractor for the successful implementation of the contract award.

### **7.1 Post-Award Communications: Contract Administrator**

The Contract Administrator identified below is the single point of contact (POC) **post-award**. The contractor shall direct to the Contract Administrator all questions concerning the post-award process and any other questions that may arise related to the resulting contract. The Contract Administrator designated by the State of Hawai'i, Department of Land and Natural Resources, Commission on Water Resource Management is:

Neal Fujii  
State Drought and Water Conservation Coordinator  
Commission on Water Resource Management  
1151 Punchbowl St., Rm. 227  
Honolulu, HI 96813  
neal.d.fujii@hawaii.gov  
Phone: (808) 587-0264; Fax: (808) 587-0219

### **7.2 Contractor/State Meetings**

The Contractor shall participate in initial meetings with the State to discuss the contract, including but not limited to, an estimated start and end date, project schedule, status reports, general coordination, the expectation of deliverables, and follow-up meetings.

### **7.3 Dispute Process and Escalation**

Disputes shall be resolved in accordance with section 103D-703, Hawai'i Revised Statutes, and chapter 3-126, Hawai'i Administrative Rules, as the same may be amended from time to time.

### **7.4 Quality Control**

The Contractor shall provide quality services/products and management oversight of all processes. The Contractor shall provide accurate data/reports and meet deliverables, with emphasis on the overall success and positive impact on the execution of statewide training workshops. The Contractor shall provide management, support, and qualified personnel to accomplish the objectives of this contract.

### **7.5 Post-Award Deliverables**



The Contractor shall provide, upon request of the State, the following:

<b>RFP Reference</b>	<b>Due Date</b>	<b>Deliverable</b>	<b>Action Required</b>
Section 8.14 Liability Insurance	Prior to the execution of the contract with selected Offeror	Liability Insurance Certificates	Contractor shall maintain during the life of the contract.
Sections 2.2.3 and 3.8, HlePRO fees	Within thirty (30) days of invoice	Payment to Hawaii Information Consortium, LLC dba Tyler Hawaii.	Contractor shall provide proof of payment.

See the Statement of Work (Attachment A) for contract deliverables.

## **Section 8: Special Provisions**

### **8.1 Scope**

This project consists of developing and implementing a training program for affected Public Water System (PWS) distribution system operators and owners on water meter testing methods and establishing meter testing programs. See Attachment A, Statement of Work.

### **8.2 Acceptance and Testing**

Not applicable.

### **8.3 Intellectual Property Rights**

The State reserves the right to unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the work product, and to transfer the intellectual property to third parties for State purposes.

### **8.4 Warranties and Disclaimer of Implied Warranties**

Not applicable.

### **8.5 Termination for Convenience**

See Exhibit 1, Contract General Conditions.

### **8.6 Preferences**

Not applicable.

### **8.7 Certification of Offeror Concerning Wages, Hours and Working Condition of Employees Supplying Services**

All Offerors for service contracts shall comply with section HRS §103-55 by completing and including a Wage Certificate (Attachment E) in the proposal, which provides as follows:

Wages, hours, and working conditions of employees of CONTRACTOR supplying services: Before any prospective Offeror is entitled to submit an 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 the cancellation of the contract.

It shall be the duty of the government 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.

## **8.8 Responsibility of Offerors**

The Offeror is advised that in order to be awarded a contract under this solicitation, the Offeror will be required, to be compliant with all laws governing entities doing business in the State including the following chapters and pursuant to Hawai'i Revised Statutes 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 (COGS) for entities doing business in the State.

### **8.8.1 Vendor Compliance - Hawaii Compliance Express (HCE)**

Vendors may use the HCE, which 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.

### **8.8.2 Timely Registration on HCE**

Vendors/Contractors/service providers intending to use the HCE to demonstrate compliance are advised to register on HCE as soon as possible at <https://vendors.ehawaii.gov>. The annual registration fee is \$12.00 and the 'Certificate of Vendor Compliance' is accepted for the execution of a contract and final payment. If a vendor/Contractor/service provider is not compliant on HCE at the time of award, the Offeror will not receive the award.

### **8.8.3 Verification of Compliance on the HCE**

Prior to awarding this contract, the State shall verify compliance of the Contractor(s).

### **8.8.4 Timely Registration**

The above certificates should be applied for and submitted to the State as soon as possible. If a valid certificate is not submitted on a timely basis for an award of a contract, an Offeror otherwise responsive, may not receive the award.

### **8.8.5 Verification of Compliance**

Upon receipt of compliance documents, the State reserves the right to verify their validity with the respective issuing agency. The Contractor shall maintain their compliance throughout the term of the contract.

### **8.8.6 Required Review**

Before submitting a proposal, each Offeror must thoroughly and carefully examine this RFP, any attachment, addendum, and any 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.

Should Offeror find defects and questionable or objectionable items in the RFP, Offeror shall notify the State in writing prior to the deadline for written questions as stated in the Section 1.3 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 on a defective solicitation and exposure of proposal(s) upon which award could not be made.

## **8.9 Proposal Preparation**

### **8.9.1 Offer Form OF-1**

Offer Form OF-1 is required to be completed using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable, in the appropriate space on OFFER FORM page OF-1.

The Offeror's authorized signature on the OFFER FORM, OF-1 shall be an electronic signature, which shall be required before an award, if any, can be made. The submission of the proposal shall indicate Offeror's intent to be bound.

Completion of Offer Form OF-1 is Offeror's acknowledgment and agreement to provide services in all categories identified in the RFP, agreement to provide services in all fifty states, and the understanding of evaluation criteria and process.

### **8.9.2 Offer Guaranty**

An offer guarantee is NOT required for this RFP.

### **8.9.3 Tax Liability and County Surcharge**

Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Offerors are advised that they are liable for Hawaii GET at the current 4.0% rate for transactions made on O'ahu, Hawai'i, Maui, Kaua'i, Moloka'i, and Lana'i or the applicable Use tax. 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, the Offeror shall state its tax-exempt status and cite the HRS chapter or section allowing the exemption.

County surcharges on state general excise (GE) tax or Use tax may be visibly passed on but are not required. For more information on county surcharges and the max pass-on tax rate, please visit the Department of Taxation's website at <http://tax.hawaii.gov/geninfo/countysurcharge>.

### **8.9.4 Federal I.D. No. 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 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.

## **8.10 Confidentiality**

**8.10.1** If an Offeror in good faith considers a portion of an Offer, or correspondence with the State, to contain confidential information, it shall follow the procedures set

forth in Section 4.5, Required Format and Content. Costs included or required to be included in an Offer cannot be confidential and will not be withheld from public access.

**8.10.2** Any Offeror may request the nondisclosure of designated trade secrets or other proprietary data it considers confidential. Such request shall be in writing specifically identifying the information or material asserted to be confidential and the justification for confidential treatment. The request shall be submitted with the submission of the Offer. The information or material asserted by the Offeror to be confidential to the Offeror shall be clearly marked and be submitted in or with the Offer in such manner as to be readily separable from the Offer (or remaining portion of the Offer) to facilitate public access to and inspection of the non-confidential portion of the Offer. Total Cost proposals cannot be marked confidential.

**8.10.3** Pursuant to HAR §3-122-58, the State will consult with the Attorney General regarding an Offeror's request for confidentiality of part of its Offer. The Attorney General shall determine what portions of the request are confidential under Law and what portions are not, in accordance with HRS Chapter 92F. The State shall communicate the Attorney General's determination to the Offeror in writing. If the request for confidentiality is denied in whole or in part, the information or material deemed to be non-confidential shall be made available as public information unless the Offeror appeals pursuant to HRS § 92F-42(1).

**8.10.4** If the State determines, pursuant to HRS §92F-13, that any information or material in an Offer, any written question or submission by a Prospective Offeror, an Offeror or a Contractor, any response to any question or submission from a Prospective Offeror, Offeror or Contractor, and/or any Contract document is not required to be disclosed, then the State shall segregate, or redact, or otherwise cause any such information or material to not be made available as public information.

## **8.11 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 or award of a contract may submit a protest. Any protest shall be submitted in writing to the Procurement Officer at:

Procurement Officer  
Commission on Water Resource Management  
Department of Land and Natural Resources  
P.O. Box 621  
Honolulu, HI 96819

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 Procurement Officer's debriefing was completed.

The notice of award, if any, resulting from this solicitation shall be posted on the State of Hawaii electronic procurement site.

## **8.12 Notice to Proceed**

Work will commence on the official commencement date specified on the Notice to Proceed.

## **8.13 Contract Execution**

The successful Offeror receiving award shall enter into a formal written contract to be signed by the Contractor and returned within ten (10) working days of Contractor's receipt of the contract from the State. The time from award to preparation of the contract for signature may be up to thirty (30) days after notification of award.

No performance or payment bond is required for this contract.

No work is to be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed. The State of Hawai'i 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 supplemental contract for the additional extension period.

## **8.14 Liability Insurance**

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his Subcontractors, if any, from claims for damages for personal injury, accidental death, and property damage which may arise from operations under this contract, whether such operations be by the Contractor or by Subcontractor or anyone directly or indirectly employed by either of them. If any Subcontractor is involved, the insurance policy or policies shall name the Subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a Subcontractor and naming the Subcontractor as additional insured, the Contractor may require the Subcontractor to provide its insurance, which meets the requirements herein. It is understood that a Subcontractor's insurance policy or policies are in addition to the Contractor's policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its Subcontractor(s) where appropriate.

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (Occurrence form)	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 per accident

Each insurance policy required by this contract (with the exception of the Professional Liability policy), including a Subcontractor's policy, shall contain the following clauses:

- A. "The State of Hawai'i is added as an additional insured as respects to operations performed for the State of Hawai'i."
- B. "It is agreed that any insurance maintained by the State of Hawai'i will apply in excess of, and not contribute with, insurance provided by this policy."

A Waiver of Subrogation shall apply to the General Liability, Automobile Liability, and Worker's Compensation insurance policies and shall be in favor of the State of Hawai'i.

Prior to the execution of the Contract, the Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this RFP have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of the Contract and Contract extensions, if any, including those of its Subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default, entitling the State to exercise any or all of the remedies provided in the contract and this RFP for default by the Contractor.

The procuring of such required insurance shall not be construed to limit the Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this RFP. Notwithstanding said policy or policies of insurance, the Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with the contract.

### **8.15 Contract Invalidation**

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

### **8.16 Mistakes in Proposals**



**8.16.1** Mistakes shall not be corrected after awarding of the contract.

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

**8.16.3** 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.

**8.16.4** 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 before award 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.

**8.16.5** 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 the price, quality, or quantity. If discussions are not held or if the 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 the State. 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 the price, quality or quantity.

## **8.17 Modification Prior to Submittal Deadline or Withdrawal of Offers**

**8.17.1** The Offeror may modify or withdraw a proposal before the proposal due date and time.

**8.17.2** Any change, addition, deletion of attachment(s), or data entry of an Offer may be made prior to the deadline for submittal of offers.

## **8.18 Contract Changes – Unanticipated Amendments**

During the course of the contract, the Contractor may be required to perform additional work which shall be within the general scope of the initial contract. When additional work is

required, the Contract Administrator will provide the Contractor a written description of the additional work and request the Contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work.

Contractor will not commence additional work until the Contract Administrator has secured the required State approvals necessary for the amendment and an executed written Contract Amendment has been issued.

### **8.19 Re-execution of Work**

The Contractor shall re-execute any work that fails to conform to the requirements of the contract which appear during the course of the work and shall immediately remedy any defects due to faulty work by the Contractor

