



# **PUBLIC UTILITIES COMMISSION**

RELEASE DATE: Friday, December 12, 2025

**REQUEST FOR PROPOSALS  
No. RFP-PUC-26-04  
SEALED OFFERS  
FOR  
STAFF BY CONTRACT FOR A SPECIAL  
OVERSEER TO REVIEW YOUNG BROTHERS'  
IMPLEMENTATION OF YOUNG BROTHERS'  
BUSINESS PLAN**

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

SEE TABLE 1 IN SECTION 1.5 CONCERNING FILING DATE DEADLINES

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

---

Jodi Endo Chai  
Procurement Officer  
State of Hawaii Public Utilities Commission

RFP-PUC-26-04

## Administrative Information

Title:	STAFF BY CONTRACT FOR A SPECIAL OVERSEER TO REVIEW YOUNG BROTHERS' IMPLEMENTATION OF YOUNG BROTHERS' BUSINESS PLAN
Project Description	The State of Hawaii Public Utilities Commission ("PUC" or "Commission" or "Hawaii Public Utilities Commission") is issuing this Request for Proposals ("RFP") to select staff by contract through consultant services ("Offeror" or "Provider") to assist in reviewing Young Brothers' ("YB") reforms.
Point of Contact	Hawaii Public Utilities Commission – Gerald Hew gerald.j.hew@hawaii.gov
Submit proposals electronically via HiEPRO	Electronic Submission via HiEPRO
Closing Date & Time:	<b>Wednesday, January 12, 2026 2:00 pm HST, as seen in Table 1 in Section 1.5 below.</b>
Cost:	<p>State is seeking consultant services ("Offeror" or "Provider") to assist in review of YB's reforms. Proposals should include budget and cost estimates, including rates and all fees, taxes, and other costs.</p> <p>The contract budget amount will be \$85,000 including all applicable taxes for each applicable contract year (\$170,000 in total), or as further modified or determined by the Commission</p>
Term of Contract:	The contract is anticipated to last 24 months from the start of the contract. However, it may be extended an additional 12 months pursuant to any additional agreed upon tasks between the Offeror and the Commission.

**Note: The mandatory 0.75% transaction fee to Hawaii Information Consortium, LLC (HIC) based on quarterly sales for awards made in HiEPro to Hawaii agencies only and limited to the first year.**

## TABLE OF CONTENTS

	<u>Pages</u>
SECTION ONE: INTRODUCTION, KEY DATES, AND GENERAL INFORMATION	1-3
SECTION TWO: BACKGROUND AND SCOPE OF WORK	4-9
SECTION THREE: PROPOSAL FORMAT AND CONTENT	10-19
SECTION FOUR: EVALUATION PROCESS AND CRITERIA	20-21
SECTION FIVE: CONTRACTOR SELECTION AND CONTRACT AWARD	22-26
SECTION SIX: SPECIAL PROVISIONS	27-30
ATTACHMENT ONE: TRANSMITTAL LETTER/ AUTHORITY TO BIND	OF-1

# **1 INTRODUCTION, KEY DATES, AND GENERAL INFORMATION**

## **1.1 NOTICE TO OFFERORS**

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

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

## **1.2 CANCELLATION**

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

## **1.3 INTRODUCTION**

The Commission issues this RFP to solicit bids from qualified consultant servicers (“Offeror”) to serve as staff under contract to assist in reviewing YB’s reforms and related matters. The Offeror’s roles and responsibilities include, but are not limited to, providing continued professional services to the Commission regarding matters pertaining to utility regulatory affairs, review, analysis, training, and staff support, as fully described in RFP Section 2, *Background and Scope of Work*.

## **1.4 SUMMARY OF RFP**

### **1.4.1 Scope Summary**

The purpose of this RFP is to provide professional services to the Commission regarding matters pertaining to utility regulatory affairs, ratemaking mechanisms and applications, review of certain activities, data analysis, staff education and training, and staff support, including, but not limited to, the following matters:

- (a) Reports conditioned from YB as ordered by the Commission: Review reporting as required by Final Decision and Order No. 42100 through Conditions of approval on YB, including any operational and financial supporting data.
- (b) Feedback on YB’s Operations: Provide the Commission with review, support, analysis and recommendations, as determined to be necessary by the Commission or its designee, that are related to water carrier utility planning and regulation, including matters related to utility resource plans; action plan(s); proposed capital improvements and programs; tariffs and rate designs; proceedings related to these matters.
- (c) Support Commission Requirements: Support regarding Final Decision and Order No. 42100 resulting from Docket No. 2024-0255, YB 2025 Test Year Rate Case.
- (d) Future Revenue Increase Requests: Support regarding matters pertaining to potential YB revenue increases of any type.

(e) Other related tasks or services at the direction of Commission staff.

To provide the requested services, the Offeror is expected to propose one prime contractor overseeing and responsible for the overall scope. The Offeror may, but is not required to, propose use of a Subcontractor for any part of the above scope, but the Offeror must indicate which scope items are being provided by a Subcontractor.

#### **1.4.2 Contract Term**

The term of the contract for the Offeror will last 24 months from the time of the start of the contract but may be extended an additional 12 months pursuant to any additional agreed upon tasks between the Offeror and the Commission.

#### **1.4.3 Budget**

For this two-year contract, with an extension allowed for a third year (with no additional money, utilizing any remaining funds not already used in the first two years), the budget shall be structured on a fixed fee basis and will be treated as a not-to-exceed budget. The contract budget amount will be \$85,000 for each year (\$170,000 total) including all applicable taxes per contract year, or as further modified or determined by the Commission.

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

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

### **1.5 SCHEDULE AND SIGNIFICANT DATES**

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

**Table 1: RFP Schedule and Significant Dates**

<b>Activity</b>	<b>Scheduled Dates*</b>
Release of Request for Proposals	December 12, 2025
Written Questions due to HlePRO, no later than	December 19, 2025
Responses to Questions, no later than	December 26, 2025
<b>Closing Date – RFP Proposals due</b>	<b>January 12, 2026 2:00 PM HST</b>
Proposal Review Period	January 12 – January 16, 2026
Optional discussions with priority-listed Offerors*	January 19 – 23, 2026
If required, Best and Final Offers due*	January 30, 2026
<b>Bidders Notified of Award Selection on or around</b>	<b>February 6, 2026</b>
Final Contract Developed and Issued on or around	February 18, 2026

\* If determined necessary by the PUC. (Note: **All deadlines are 4:30 PM (HST), unless otherwise stated.**

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

**Key Deadlines:**

- *Written Questions must be received by Hawaii PUC no later than **December 19, 2025, 4:30 pm HST (Submitted via HlePRO)***
- *All RFP proposal materials due to Hawaii PUC no later than **January 12, 2026 2:00 pm HST. (Submitted via HlePRO).***

**1.6 QUESTIONS AND ANSWERS PRIOR TO OPENING OF PROPOSALS**

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

Questions will receive responses no later than December 26, 2025, 4:30 pm.

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

## **2 BACKGROUND AND SCOPE OF WORK**

### **2.1 PUBLIC UTILITIES COMMISSION OVERVIEW**

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

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

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

### **2.2 PROJECT OVERVIEW AND HISTORY**

#### **2.2.1 Purpose**

The purpose of this contract is to provide professional services to the Commission regarding matters pertaining to utility regulatory affairs, ratemaking mechanisms and applications, data -analysis, staff education and training, and staff support.

#### **2.2.2 Institutional Overview**

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

### **2.3 SCOPE OF WORK**

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

#### **2.3.1 Overview**

The Commission is interested in contract staff services (“Offeror”) that will provide the requested expertise to assist in review of YB’s implementation of their business plan.

### **2.3.2 Objectives**

The Commission’s objectives for the contract staff services:

1. Assist in the review of various reports pertaining to YB’s financial condition.
2. Conduct the monitoring of various YB meetings and activities as provided by Commission Decision and Orders.
3. Assist in review of YB’s operations and finances.
4. Report on YB’s compliance with Commission Conditions of Approval or other requirements.
5. Train staff with any materials related to the above four objectives.

### **2.3.3 Work Scope Primary Task Areas**

The following reflects a list of non-exhaustive key tasks that are designed to facilitate completion and satisfaction of the Commission’s objectives listed above:

1. Review Financial Reports
2. Review Reports relating to progress in meeting Commission conditions
3. Provide mandated monitoring relating to customer wharfage fee arrearage and informational CBA meetings
4. Review YB’s actual operations and finances on a regular basis
5. Report on YB compliance with Commission Conditions of Approval or other requirements
6. General Review
7. Staff Training

These tasks are outlined below with schedules and deliverables as applicable.

Pursuant to Order No. 42100, the Special Overseer is vested with the same regulatory powers that the Commission has, under Hawaii Revised Statutes §§ 269-7 and 271G-7. This includes the ability to review all of YB’s financial books and other business records, interviewing employees, attending YB’s board meetings, auditing financial records and management of the company, and contacting Saltchuk’s management team. These powers of oversight are to be used at the discretion of the Special Overseer, or as requested by the Commission or its staff. Any time that the Special Overseer would meet with YB, YB may request that Commission staff members be present for said meeting, subject to approval of the Contract Manager.

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

#### **TASK 1: Review Financial Reports**

The Offeror shall, at a minimum, review all Financial Reporting, which are filed once a Month as part of mandated reporting to the Commission and expected to continue through 2026, 2027, and 2028. This review includes the underlying calculations and overall finances as reported in the format as ordered by the Commission. Offeror shall highlight issues seen in these reports, inclusive of the need to issue Information Requests, and any recommendation for further action by the Commission. Should the Commission hold technical conferences upon the recommendation of the Offeror, or as requested by Commission Staff, Offeror must be prepared to attend these technical conferences via the method requested by the Contract Manager, if required by the Contract Manager. If requested by Commission Staff, Offeror must be prepared to serve as an expert witness.

Timeline and Deliverables for Task 1:

- Fully review finance related filings submitted by YB monthly.
- Support the development of Information Requests at the direction of Commission Staff.
- Review Commission Staff Information Requests as requested by Commission Staff.
- Attend Technical Conferences as requested.
- Render a formal opinion as if inquired by Commission Staff or as directed by the Commissioners directly.
- Participate as an expert witness at the request of Commission Staff.

**TASK 2: Review Reports relating to progress in meeting Commission conditions**

The Offeror shall, at a minimum, review reporting relating to YB's progress in meeting Commission conditions, which are filed quarterly and are part of the mandated reporting to the Commission and expected to continue through 2026, 2027, and 2028. This review includes the actions taken by YB thus far and any other details relating to YB's progress in fulfilling the Commission's conditions. Offeror shall highlight issues seen in these reports, inclusive of the need to issue Information Requests, and any recommendation for further action by the Commission. Should the Commission hold technical conferences upon the recommendation of the Offeror, or as requested by Commission Staff, Offeror must be prepared to attend these technical conferences via the method requested by the Contract Manager, if required by the Contract Manager.

Timeline and Deliverables for Task 2:

- Fully review condition related filings submitted by YB on a cadence set by Commission Order.
- Support the development of Information Requests at the direction of Commission Staff.
- Review Commission Staff Information Requests as requested by Commission Staff.
- Attend Technical Conferences as requested.

- Render a formal opinion as if inquired by Commission Staff or as directed by the Commissioners directly.

**TASK 3: Monitor YB's Activities relating to informational meetings and arrearage payment plans**

The Offeror shall be available to attend either remotely or in person, as available, any informational meetings that YB elects to hold to inform its labor unions of its financial issues, and the Offeror shall review compliance with any final payment plans that YB agrees to with DOT Harbors. These monitoring activities include collecting bullet point notes of major occurrences, and regular reporting to the Commission (perhaps quarterly, but at the discretion of the Offeror). Any time that the Special Overseer would meet with YB, YB may request that Commission staff members be present for said meeting, subject to approval of the Contract Manager.

Timeline and deliverables for Task 3:

- Periodically, at the discretion of the Offeror, report on monitoring activities.

**TASK 4: Review YB's actual operations and finances on a regular basis**

The Offeror shall, at a minimum, coordinate with YB to either review onsite, or remotely, on a regular basis no longer than semi-annually, YB's actual operations and finances. This includes but is not limited to all of YB's current operational reports, financial reports and books, and meeting summaries. Any time that the Special Overseer would meet with YB, YB may request that Commission staff members be present for said meeting, subject to approval of the Contract Manager.

Timeline and deliverables for Task 4:

- Periodically, no longer than semi-annually, review in person or remotely, YB's actual operations and finances, through YB's operational reports, financial reports and books, and meeting summaries that are not already provided to the Commission are considered "private reports" that are not be presented to the Commission, though a summary on the "private reports" may be presented in line with Task 5.

**TASK 5: Report on YB compliance with Commission Conditions of Approval or other requirements**

The Offeror shall, at a minimum, after the three afore-mentioned review tasks, report periodically, no less frequently than quarterly, under the direction of a Commission staff attorney, as to YB's compliance with Commission Conditions of Approval. These reports shall remain attorney client privileged and shall not be released to the public, except upon Commission Order. Should the Commission require additional information from YB after review of the Offeror's report, the

Commission may request briefings and / or technical conferences with YB's attendance, or may issue information requests to YB.

Timeline and deliverables for Task 5:

- Periodically, no less frequently than quarterly, provide a report on YB's compliance.

#### **TASK 6: General Review**

The Offeror shall, at a minimum, review, support, provide analysis and recommendations as determined to be necessary by the Commission or its designee, that are related to the review of YB's proposals, including matters related to action plan(s); tariffs and rate designs; proceedings related to these matters. Should the Commission hold technical conferences upon the recommendation of the Offeror, or as requested by Commission Staff, Offeror must be prepared to attend these technical conferences via the method requested by the Contract Manager.

Timeline and deliverables for Task 6:

- Support the development of Information Requests at the direction of Commission staff.
- Review Commission Staff IRs as requested by Commission Staff.
- Attend Technical Conferences as requested.
- Assist Commission staff with developing a recommendation for Commission consideration prior to decision making.

#### **TASK 7: Staff Training**

The Offeror must make time available for training of Commission Staff, to be coordinated by Commission Staff.

Timeline and deliverables for Task 7:

- Trainings based on Commission staff needs and Offeror availability.

## **2.4 TERM OF CONTRACT**

As stated above, the Commission anticipates this contract to last 24 months, with the option for a 12-month extension.

## **2.5 SPECIAL CONSIDERATIONS**

The Offeror must have at least 10 years of experience in utility regulation and / or utility accounting, including applicable experience with utility rate cases and utility operations. For example, former utility employees that worked on utility rate cases and utility operations would be valid, as would any former state employees that also worked on utility rate cases or having reviewed utility operations. This

experience requirement allowance would also extend to contractors that have served a utility or regulatory body.

## **2.6 CONTRACT ADMINISTRATOR**

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

For the purposes of this RFP process, Gerald Hew, Fiscal Manager, is an authorized representative. All questions should be submitted to Gerald Hew via HiEPRO, or as further instructed by Gerald Hew upon initial inquiry.

### **3 PROPOSAL FORMAT AND CONTENT**

#### **3.1 OFFEROR'S AUTHORITY TO SUBMIT AN OFFER**

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

#### **3.2 REQUIRED REVIEW**

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

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

#### **3.3 PROPOSAL PREPARATION COSTS**

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

#### **3.4 TAX LIABILITY**

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

- 3.4.2 Federal I.D. Contractor is advised that in addition to the current applicate rate, they are also liable for County surcharge on state tax under HRS §238-2.6. The following counties surcharge rates and effective dates are:
- City and County of Honolulu: 0.5% effective January 1, 2007 to December 31, 2030.
  - County of Kauai: 0.5% effective January 1, 2019 to December 31, 2030.
  - County of Hawaii: 0.25% effective from January 1, 2019 to December 31, 2019, and 0.5% January 1, 2020 – December 31, 2030.
  - County of Maui: 0.5% is effective January 1, 2024 to December 31, 2030.
- 3.4.3 Federal I.D. Number and Hawaii General Excise Tax License I.D. Offeror shall submit its current Federal I.D. No. and Hawaii General Excise Tax License I.D. number in the space provided on Offer Form, page OF-1, thereby attesting that the Offeror is doing business in the State and that Offeror will pay such taxes on all sales made to the State.

### **3.5 PROPERTY OF STATE**

All proposals become the property of the State of Hawaii.

### **3.6 CONFIDENTIAL INFORMATION**

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

### **3.7 EXCEPTIONS**

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

### **3.8 PROPOSAL GUIDANCE**

- 3.8.1 One of the objectives of this RFP is to make proposal preparation easy and efficient, while giving Offerors ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective.
- 3.8.2 Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate for the purpose. Emphasis will be on completeness and clarity and content.
- 3.8.3 When an Offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Offeror has identified as necessary to successfully complete the obligations outlined in this RFP.
- 3.8.4 The proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this RFP as stated in Section 2.3 SCOPE OF WORK.
- 3.8.5 Offeror shall submit a proposal that includes an overall strategy, timeline and plan for the work proposed as well as expected results and possible shortfalls.
- 3.8.6 To be considered responsive, the Offeror's proposal shall respond to and include all items specified in this RFP and any subsequent addendum. Any proposal offering any other set of terms and conditions that conflict with the terms and conditions providing in the RFP or in any subsequent addendum may be rejected without further consideration.

### **3.9 PROPOSAL CONTENTS**

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

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

#### **3.9.1 Transmittal Letters**

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

### **3.9.2 Contractor Transmittal Letter**

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

The Transmittal Letter shall include statements indicating:

- That the Offeror understands and has complied with all terms and conditions indicated in the RFP in the preparation of their proposal and will comply with all terms and conditions indicated in the RFP if they are selected as the Successful Offeror and execute a resulting contract with the Commission.
- If successful, the Offeror will assume responsibility for the life of the contract for all contractual activities, products, and deliverables identified in the RFP and offered in the Successful Offeror's accepted proposal whether or not the Successful Offeror directly performs or provides them.
- The name, email, and telephone number of the person who may be contacted during the evaluation process to discuss the Offeror's proposal.
- A statement of affirmative action that the Offeror does not discriminate in its employment and collection practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, handicap, or disability.
- If the Offeror has or may have a real or perceived conflict, disclosure of the potential real or perceived conflict must be described with registration and within this cover letter of the proposal.
- That the Offeror agrees that the Commission reserves the right to disapprove Offeror and/or Service Provider recommendations without penalty, when they conflict with the policy, preferences or fiscal interests of the Commission, as determined by the Commission.

### **3.9.3 Subcontractors**

If subcontractor(s) will be used, append a statement to the transmittal letter 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;
- b) The subcontractor's willingness to perform for the indicated.

If the Offeror chooses to subcontract any work required by this RFP within its proposal, the Offeror is responsible for including appropriate provisions and

contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Offeror and the State and to ensure that the State is indemnified against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State and the Offeror. The Offeror shall expressly understand and agree that it shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The Offeror shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve it of the responsibility for providing the products/services as described and set forth herein, and in the contract. In addition, the activities performed by all subcontractors must be integrated with the operations of the Consultant, such that the Commission perceives a single service entity.

The Consultant must provide the State with notice prior to establishing any new subcontracting arrangements and before changing any subcontractors. The Commission reserves the right to require the Selected Service Provider to replace subcontractors, as well as staff members, found to be unacceptable to the Commission for any reason.

#### **3.9.4 Table of Contents**

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

#### **3.9.5 Proposal Section 1: Executive Summary**

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

##### **3.9.5.a Team Information**

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

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

##### **3.9.5.b Approach to Scope of Work**

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

### **3.9.6 Proposal Section 2: Administrative Requirements**

The Administrative Requirements subsection must contain information requested below.

#### **3.9.6.a Basic Information**

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

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

#### **3.9.6.b Certificates of Registration**

Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237 and **vendors are advised that they are liable for the GET. A true and certified copy of contractor certificates of registration must be provided and a State General Excise Tax I.D. must also be provided. as attachment to the Transmittal Letter.**

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

### **3.9.7 Proposal Section 3: Offeror Background and Organization**

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

#### **3.9.7.a Offeror Team Summary Information**

Include in a table format, the following information:

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

9. History of company name changes and dates associated with each name
10. Location where incorporated or otherwise legally established.

### **3.9.7.b Offeror Conflicts of Interest**

The Offeror should declare any potential conflicts of interest for consideration by the Commission. A conflict of interest may include work performed for YB or any developer, consultant, or other entity with existing or past contract(s) with YB. A conflict of interest may also include any instance in which the Offeror is currently a party to any active litigation involving YB.

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

### **3.9.7.c Organization**

This subsection shall include organizational charts of proposed key personnel assigned to this project and their job titles and responsibilities. The Commission reserves the right to disqualify any potential Offeror that changes key personnel assigned to perform the Service Provider's responsibilities, prior to the execution of the contract.

### **3.9.7.d Offeror Experience and Expertise**

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

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

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

For key personnel, information should be provided indicating how the key personnel's experience, expertise and educational background will enable them to successfully complete their assigned tasks. The Offeror must describe examples of projects for which the Offeror's proposed team members have successfully provided services on projects that were similar

in their nature, size and scope of work described in this RFP. Presenting experience and expertise for the contractor staff that will be available for Service Provider assignments, with reference to the task areas defined in the Scope of Work Section, is preferred.

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

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

In addition, as stated in Special Considerations Section 2.5, the Offeror must have at least 10 years of experience in utility regulation and / or utility accounting, including applicable experience with utility rate cases and utility operations. For example, former utility employees that worked on utility rate cases and utility operations would be valid, as would any former state employees that also worked on utility rate cases or having reviewed utility operations. This experience requirement allowance would also extend to contractors that have served a utility or regulatory body.

#### **3.9.7.e References**

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

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

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

#### **3.9.8 Proposal Section 7: Appendix – Resumes**

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

#### **3.9.9 Proposal Section 7: Attachment 1 – Transmittal Letter, Offeror Form-1**

Offer Form 1 ("OF-1"), 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, OF-1 (SECTION SEVEN, Attachment 1). Failure to do so may delay proper execution of the Contract.

The Offeror's authorized signature on the Offer Form, OF-1 shall be an original signature in ink, or e-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.

### **3.9.10 Proposal Section 8: Cost Proposal/Pricing Attachment 2 – Offeror Form-2**

Pricing shall be submitted on Offer Form OF-2 (SECTION SEVEN, Attachment 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.

#### **3.9.10.a Description and assumptions for labor and other costs**

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

#### **3.9.10.b Budget tables**

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

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

### **3.10 RECEIPT AND REGISTER OF PROPOSALS**

Proposals will be received, and receipt automatically verified by the State of Hawaii eProcurement system (HiePRO), which is available on the SPO website: <https://hiepro.ehawaii.gov/welcome.html>, on or after the date and time specified in Section 1.5, RFP Schedule and Significant Dates, as amended.

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

### **3.11 BEST AND FINAL OFFER (BAFO)**

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

### **3.12 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF OFFERS**

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

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

### **3.13 MISTAKES IN PROPOSALS**

3.13.1 Mistakes shall not be corrected after award of contract.

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

3.13.3 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.

3.13.4 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.

3.13.5 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 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 price, quality or quantity.

#### 4 EVALUATION PROCESS AND CRITERIA

An evaluation committee selected by the Procurement Officer will review and evaluate the merits of the proposal received in accordance with the evaluation factors stated in this RFP and formulate a recommendation. The Commission will consider the recommendation and make a formal selection.

Failure of an Offeror to provide any information requested in this RFP may result in the disqualification of the proposal. This responsibility belongs to the Offeror.

Selection of the contractor will be at the sole discretion of the Commission.

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

**The total number of points used to score this contract is 100.**

#### PROPOSAL EVALUATION CRITERIA AND SCORING

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

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

**Table 2: Evaluation Criteria and Weighting**

<b>Evaluation Criteria</b>	<b>Weighting</b>
General Requirements	Pass/No Pass
Understanding the Service Provider's Role	5 points
Offeror Background, Organization and Staff Experience	50 points
Proposed Workplan	30 points
Cost and Value	15 points

##### 4.1.1 General Requirements (pass / no pass)

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

Failure to meet the general requirements will be grounds for deeming the proposal non-responsive to the RFP and may result in non-consideration of the proposal.

#### **4.1.2 Understanding the Service Provider's Role and the Commission's Needs (5 points)**

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

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

#### **4.1.3 Offeror Background, Organization and Staff Experience (50 points)**

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

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

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

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

#### **4.1.4 Proposed Workplan (30 points)**

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

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

#### **4.1.5 Cost and Value Proposal (15 points)**

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

## 5 CONTRACTOR SELECTION AND CONTRACT AWARD

### 5.1 EVALUATION OF PROPOSALS

The Procurement Officer, or an evaluation committee of at least three (3) qualified State employees selected by the Procurement Officer, shall evaluate proposals. The Commission shall evaluate proposals based on the evaluation criteria set out in Section Four of this RFP.

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

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

### 5.2 DISCUSSIONS WITH PRIORITY LISTED OFFERORS

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

### 5.3 AWARD OF CONTRACT

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

### 5.4 RESPONSIBILITY OF OFFERORS

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

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

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

**Hawaii Compliance Express.** The HCE is an electronic system that allows vendors/contractors/service providers doing business with the State to quickly and

easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation, Federal Internal Revenue Service; Department of Labor and Industrial Relations, and Department of Commerce and Consumer Affairs.

**Effective September 15, 2025**, the Internal Revenue Service (IRS) discontinued its participation in the Hawaii Compliance Express (HCE) program. As a result, vendors —excluding tax-exempt vendors — must directly upload their IRS Tax Compliance Report (TCR) to the HCE system. For cases when a vendor is unable to obtain their TCR from the IRS, the vendor may request a waiver for their IRS tax clearance requirement under Hawaii Revised Statutes (HRS) §103-53(a) by emailing the Director of the Hawaii Department of Taxation at [tax.directors.office@hawaii.gov](mailto:tax.directors.office@hawaii.gov). Please see Procurement Circular 2026-08. The vendor will then forward a copy of the waiver to the PUC.

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

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

## **5.5 PROPOSAL AS PART OF THE CONTRACT**

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

## **5.6 NOTICE OF AWARD**

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

## **5.7 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 §92F-42(12).

## **5.8 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).

## **5.9 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 Executive Officer at:

Jodi Endo Chai  
Hawaii Public Utilities Commission  
465 South King Street, #103  
Honolulu, HI 96813  
jodi.e.chai@hawaii.gov

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.

## **5.10 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.

## **5.11 CONTRACT EXECUTION**

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

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

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

## 5.12 INSURANCE

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

1. Commercial General Liability Insurance

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

2. Automobile Liability Insurance

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

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

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

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

5.12.3 The certificates of insurance shall contain the following clauses:

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

5.12.4 Failure of the Contractor to provide and keep in force such insurance shall constitute a material default under the Contract, entitling the State to exercise any or all of the remedies provided in the Contract (including without limitation terminating the Contract). The procuring of any required policy or policies of insurance shall not be construed to limit the Contractor's liability hereunder, or to fulfil the indemnification provisions of the Contract. Notwithstanding said policy or policies of insurance, the Contractor shall be responsible for the full and total amount of any damage, injury, or loss caused by the Contractor's negligence or neglect in the provision of services under the Contract.

### **5.13 PAYMENT**

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

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

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

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

Please also see Exhibit B – PUC's Billing Requirements and Travel Guidelines.

### **5.14 CONTRACT INVALIDATION**

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

## **SECTION SIX**

### **SPECIAL PROVISIONS**

#### **6.1 OFFER GUARANTY**

A proposal security deposit is NOT required for this RFP.

#### **6.2 INDEMNITY**

The State does not indemnify parties to a contract.

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

#### **6.3 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.

#### **6.4. TERMINATION FOR CONVENIENCE OR UNAVAILABILITY OF FUNDS**

For future contract renewal options, funding is subject to availability. Payment will be made for completed performance.

#### **6.5. CERTIFICATION OF OFFEROR CONCERNING WAGES, HOURS AND WORKING CONDITIONS OF EMPLOYEES SUPPLYING SERVICES**

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:

- a) 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.

- b) 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:

- a) Managerial, supervisory, or clerical personnel.
- b) Contracts for supplies, materials, or printing.
- c) Contracts for utility services.
- d) 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).
- e) Contracts for professional services.
- f) Contracts to operate refreshment concessions in public parks, or to provide food services to educational institutions.
- g) Contracts with nonprofit institutions.

### **6.3 SPECIAL CONDITIONS**

6.3.1 The State does not indemnify parties to a contract. The CONTRACTOR shall be responsible for damage or injury caused by the CONTRACTOR'S officers and employees acting within the scope of their employment, provided that the CONTRACTOR'S liability for such damage or injury has been determined by a court or agreed to by the Contractor. The CONTRACTOR shall pay for such damage and injury, provided that funds are appropriated and allotted for that purpose.

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

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

6.3.4 General Conditions, Subparagraph 2.f., regarding insurance coverage, is supplemented as follows: The CONTRACTOR shall immediately provide written notice to the STATE should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

6.3.5 General Conditions, Subparagraph 3.b., regarding Contractor experience, is supplemented as follows: The CONTRACTOR acknowledges that the issues the STATE must address and resolve under this Contract are multiple and complex, involving disciplines that include, but are not limited to, information technology, accounting, economics, and utility regulation.

6.3.6 General Conditions, Paragraph 5., Conflicts of Interest, is supplemented as follows: the CONTRACTOR acknowledges that it has no conflicts of interest in working as a consultant or expert for the STATE on matters under the Contract. If, while working as a consultant or expert for the STATE, the CONTRACTOR should identify any potential or actual conflicts of interest in future dockets or other proceedings before the Commission, the CONTRACTOR shall immediately notify the STATE about the existence and nature of such potential or actual conflicts.

6.3.7 General Conditions, Subparagraph 14.c., Right to goods and work product is amended with the phrase, “Any completed or partially completed goods or work product[.]”

6.3.8 General Conditions, Subparagraph 24.b., regarding the Uniform Information Practices Act, is replaced by:

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

6.3.9 General Conditions, Paragraph 37., Entire Contract, is supplemented by stating that the entire Contract consists of:

1. Contract for Goods and Services;
2. Contractor’s Standards of Conduct Declaration;

3. Scope of Services, Attachment-S1;
4. Contractor's Proposal, Exhibit A;
5. Compensation and Payment Schedule, Attachment-S2;
6. Time of Performance, Attachment-S3;
7. Certificate of Exemption from Civil Service, Attachment-S4;
8. Special Conditions, Attachment-S5;
9. General Conditions; and
10. "Hawaii Public Utilities Commission's Billing Requirements and Travel Guidelines", Exhibit B.

