



Department of Commerce and Consumer Affairs Public Utilities Commission

RELEASE DATE: Friday, May 15, 2026

REQUEST FOR PROPOSALS
No. RFP-PUC-27-01

SEALED OFFERS
FOR

INDEPENDENT EVALUATION, MEASUREMENT,
AND VERIFICATION CONTRACTOR

STATE OF HAWAII
DEPARTMENT OF COMMERCE & CONSUMER AFFAIRS

WILL BE RECEIVED UP TO 2:00 PM (HST) ON

FRIDAY JULY 10, 2026

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

Jodi Endo Chai
Procurement Officer
Hawaii Public Utilities Commission

Administrative Information

Title:	Independent Evaluation, Measurement, and Verification Contractor
Point of Contact	Hawai'i Public Utilities Commission via Hawai'i E-Procurement – HlePRO
Submit proposals electronically via Hawai'i Electronic Procurement System (HlePRO):	Electronic Submission http://hiepro.ehawaii.gov
Closing Date & Time:	Friday July 10, 2026 2:00 PM (HST)
Cost:	State is seeking a contractor to accomplish the requirements, not to exceed \$4,300,000.00. Proposal cost should include all fees, taxes, and subscriptions.
Anticipated Contract Start:	September 01, 2026
Initial Contract Term	The term of the Contract will be three and a half (3.5) years ending February 28, 2030.
Contract Renewal Options:	One 3-year renewal option or portions thereof.
NOTE THE MANDATORY .75% TRANSACTION FEE TO HAWAI'I INFORMATION CONSORTIUM, LLC (HIC) BASED ON QUARTERLY SALES FOR AWARDS MADE IN HIEPRO TO HAWAI'I AGENCIES ONLY AND LIMITED TO THE FIRST YEAR.	

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SECTION ONE 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 AND PROPOSAL REJECTION

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, pursuant to HAR § 3-122-96.

The State also reserves the right to reject any and all proposals in whole or in part when it is determined to be in the best interest of the State, including that the State believes the proposal is excessive in price.

The State shall not be liable for any costs, expenses, loss of profits or damages whatsoever, incurred by the Offeror in the event this RFP is cancelled or a proposal is rejected.

1.3 INTRODUCTION

Hawaii has the most aggressive clean energy policies in the nation and was the first state to establish goals for 100 percent renewable generation for electricity, and an energy efficiency portfolio standard. Contributions from energy efficiency and other demand-side resources are integral to achieving the State’s overarching commitment to energy independence based on clean, local and cost-effective renewable sources.

The State of Hawaii Public Utilities Commission (“PUC” or “Commission”) invites qualified teams of experts to assist in the pursuit of these goals through the provision of high-quality Evaluation, Measurement and Verification (“EM&V”) services. The Commission is issuing this Request for Proposals (“RFP”) to select an EM&V Contractor to provide EM&V and assessment services for Public Benefits Fee Administrator (“PBFA”) programs, the State’s energy efficiency portfolio standard and related policies and programs.

This RFP presents the Commission’s objectives, terms and conditions, expected and possible key tasks and deliverables, and information regarding a range of services that may be requested in fulfillment of the contract. This RFP also provides submission requirements for EM&V Contractor proposals and estimated dates for the various events in the submission process, selection process, and performance of work. While these dates are subject to change, potential Offerors must be prepared to meet them as they currently appear in this RFP.

Any failure to meet a deadline in the submission or evaluation phases and any objection to the dates for performance in the work phase may result in the Commission refusing to consider the proposal of the Offeror. Potential Offerors should read this entire RFP carefully, along with its appendices, attachments and referenced documents, to gain a clear understanding of the requirements for submission.

1.4 SUMMARY OF RFP

1.4.1 Scope Summary

The purpose of this RFP is to support selection of an EM&V Contractor that will be responsible for managing and providing some or all of the following services:

- 1) Impact evaluation of Hawaii Energy program performance for Program Years 2025, 2026 and 2027, and to identify improvements that can increase Hawaii Energy program effectiveness.
- 2) Review and update of Technical Reference Manuals (“TRMs”).
- 3) Research and analysis in support of preparing:
 - a) Hawaii’s Energy Efficiency Portfolio Standard (“EEPS”) Report to the Legislature and
 - b) Possible revisions to the EEPS goals and/or the EEPS Framework.
- 4) Baseline studies which are similar to studies often referred to as residential appliance saturation surveys (“RASS”) and commercial end use saturation studies (“CEUS”).
- 5) An energy efficiency potential study.
- 6) Additional evaluation-related services, if directed to do so by the Commission.

To provide the requested services, the EM&V Contractor team is expected to be structured as follows:

- One prime contractor overseeing and responsible for the overall scope, managing the work and contributing to a number of evaluation-related activities.
- One or more subcontractors included as part of the Successful Offeror’s proposal in response to this RFP. Such subcontractors may be referenced in the Successful Offeror’s proposal and share an integral role as part of Offeror’s proposed approach to key activities described in the proposal and/or the subcontractor(s) may be included as part of the team without specific assignments

Subcontractors will contribute to, and in some cases solely oversee and conduct evaluation and assessment activities, as determined by the Commission in consultation with the prime contractor.

1.4.2 Contract Term

The Successful Offeror shall be required to enter into a formal written State contract to commence work on this project.

The term of contract shall begin on the agreement start date on or around September 1, 2026 and will continue through February 28, 2030. with an option to extend, by mutual agreement, for a period of time determined by the Commission, for a term of up to three years. The

Commission may terminate the contract period at any time for any reason, if in the best interest of the State.

1.4.3 Budget

For this multi-year EM&V contract, the budget will be structured on a time and materials basis not-to-exceed budget. The contract budget amount will be determined by the Commission.

In issuing this RFP, the Commission has a maximum contract budget (for September 1, 2026 through February 28, 2030) of up to approximately \$4,300,000. This budget amount is neither guaranteed nor necessarily the budget that will be assigned to the executed Contract. It is only provided to indicate to Offerors a sense of the scale of this opportunity.

Payment will be made to the EM&V Contractor on the basis of documented time and materials expenditures, not-to-exceed the total amount of approved work plans and the contract. Proposals submitted in response to this RFP shall include hourly rates, non-labor rates, costs for fixed-cost materials or outside services (e.g., surveys and a variety of data collection modalities). The Commission or the State shall not be liable or responsible for any compensation to the EM&V Contractor for the services provided under its proposal or in this project that exceeds the total contract amount. The EM&V Contractor shall be paid in accordance with the State’s General Conditions (“GCs”), Billing Requirements, and Travel Guidelines.

No work shall be conducted under the auspices of any contract resulting from this RFP unless and until a work plan for a specific activity has been submitted, reviewed and approved in writing by the Commission or the Commission’s Energy Efficiency Manager (EEM).

1.5 SCHEDULE AND SIGNIFICANT DATES

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

Table 1: RFP Schedule and Significant Dates

Activity	Scheduled Dates*
Release of Request for Proposals	Friday May 15, 2026
Written Questions due to HlePRO, no later than	Thursday June 4, 2026 2:00 PM HST
Responses to Questions, no later than	Wednesday June 10, 2026
Closing Date – RFP Proposals due	Friday July 10, 2026 2:00 PM HST
Proposal Review Period	July 13-July 24, 2026
Optional discussions with priority-listed Offerors*	July 27-July 31, 2026
If required, Best and Final Offers due*	Thursday, August 6, 2026
Bidders Notified of Award Selection on or around	Friday August 14, 2026
Final Contract Developed and Issued on or around	On or around September 1, 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 **Thursday, June 4, 2026, 2:00 pm HST (Submitted via HlePRO)**.*
- *All RFP proposal materials due to Hawaii PUC no later than **Friday, July 10, 2026, 2:00 pm HST (Submitted via HlePRO)**.*

1.6 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.

1.7 REQUIRED REVIEW

1.7.1 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.

1.7.2 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.

1.8 PROPOSAL PREPARATION COST

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.

1.9 LEGISLATIVE AND REGULATORY CHANGES

The Commission reserves the right to amend the requirements of this contract in response to legislative changes and/or regulatory changes imposed by the Commission and/or other developments that affect this RFP and/or any resulting contract.

1.10 QUESTIONS AND ANSWERS PRIOR TO OPENING OF PROPOSALS

All questions must be submitted through HlePRO. Questions must be submitted by the deadline specified in Section 1.5, *RFP Schedule and Significant Dates*, as amended.

Questions will receive responses no later than Thursday, June 4, 2026, 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.

1.11 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 HlePro.

1.12 MANDATORY CONTRACTOR REQUIREMENTS

This section describes mandatory requirements for the Contractor. Offerors should consider the following mandatory requirements prior to responding to this RFP:

1. In order to provide the Commission with independent research and assessment services and expertise, the Contractor and any proposed subcontractors must be an individual(s) or firm(s) not affiliated with the Public Benefits Fee Administrator, Hawaii electric or gas utilities, or with another agency of the State of Hawaii. If the Offeror or proposed subcontractors have or may have a real or perceived conflict, disclosure of the potential real or perceived conflict must be described with registration and, if a proposal is submitted, within the cover letter of the proposal. The Commission may assess the degree of the real or perceived conflict, and whether the real or perceived conflict is sufficient to disqualify the proposal;
2. Contractor is responsible for complying with state requirements. Unless otherwise provided in this RFP, the Successful Offeror will be responsible for obtaining all official licenses, approvals, clearances and similar authorizations required by any local, state, or federal agency for the work required in this RFP;
3. The Contractor shall be prepared to act in an independent capacity and not as officers or employees of the State. The Contractor must indemnify, defend and hold harmless the State and its officers and employees from liability and any claim, suit, judgment, and damages arising as a result of the EM&V Contractor's acts and/or omissions in the performance of its duties;
4. The EM&V Contractor shall agree to multi-year contract with the State beginning on or around September 1, 2026 through February 28, 2030. In this RFP and any resulting contract, requirements for a prime contractor shall also pass to any subcontractor(s) unless otherwise specified herein. The term "EM&V Contractor" in this RFP and any resulting contract shall refer to the team composed of the prime contractor and any subcontractors.
6. The EM&V Contractor shall possess strong oral and written communication and analytic skills, knowledge of current and evolving trends in implementation and assessment of demand-modifying programs and a thorough understanding of the expected duties;

7. The EM&V Contractor shall propose a lead staff member who will coordinate the services of the EM&V Contractor and serve as the Project Manager and a single point of contact for all such services except as requested by the EEM and approved by the Commission, although the Commission and EEM may also work directly with subcontractors if and when such activity is desired by the Commission;
8. The EM&V Contractor shall **NOT** remove, replace or alter the duties of identified key personnel as indicated in their proposal and assigned to this contract, with respect to services performed under this contract, during the contract period without express written authorization, in advance, from the Commission. Key personnel shall include but not necessarily be limited to persons identified in the proposal for prime contractor's and subcontractors' senior firm representative(s) (e.g., Principal in Charge), Senior Advisor(s), Project or Deputy Project Manager(s), and Task Leaders. The Commission also reserves the right to require the EM&V Contractor to replace subcontractors, as well as identified individual personnel, from assignments made to this contract, found to be unacceptable to the Commission for any reason;
9. The EM&V Contractor (including Project Manager, key staff, key subcontractor staff and occasionally support staff) shall be available by telephone, voicemail and email using technologies/software/hardware compatible with the Commission's systems and preferences.

The EM&V Contractor (including all pertinent staff per above) shall be accessible to the Commission, EEM, and other entities as designated by the EEM or Commission via telephone, email or with prior notice, in person during the hours: **Monday through Friday, 7:45 a.m. through 4:30 p.m. HST** and at other times to be determined by the Commission.

The EM&V Contractor shall respond to telephone calls, e-mail messages (with associated ongoing discussions) and other communications promptly, preferably within one business day (HST) or less, allowing minimal, reasonable exceptions. While allowances will be made to accommodate individual schedules and occasional variations, as is customary in the industry, the EM&V Contractor project manager and key staff (including subcontractors and others per above) shall be routinely available for regularly scheduled and/or ad hoc meetings during the HST work hours described above, notwithstanding the EM&V Contractor's preferred time zone, workdays and/or hours.

At the EM&V Contractor's discretion and/or occasionally at the request of the EEM, EM&V Contractor may need to work outside regular HST working hours, including evenings and weekends, to produce deliverables and/or meet project needs. The EM&V Contractor shall charge regular hourly rates for such time.

The EM&V Contractor shall not bill for time engaged in traveling to meetings.

10. The EM&V Contractor shall provide its own equipment, office space, and materials for this project.
11. During the contract term, invoices and cost and level-of-effort work plans (proposals) for requested services shall be submitted in the format provided in **Attachment 4**, (or other format specified by the Commission or EEM) itemizing costs and, summed to present an overall budget with rates, staffing, non-labor expenses, etc. by firm, weighted hourly labor costs, etc. in a summary table

12. The EM&V Contractor shall be proficient with Microsoft Office and have the capability to create, distribute and store documents and records pertaining to all evaluation services using Microsoft-based software and other software, tools or platforms as specified by the Commission.
13. The EM&V Contractor, including the prime contractor and all subcontractors, must operate a secure backup system for all computerized project files and continuously implement data security and privacy systems.
14. The EM&V Contractor must agree that the Commission may elect to amend or modify the EM&V Contractor's contract. Such a modification may entail revisions to work scope(s), the budget, or both.
15. The Commission may elect to retain one or more additional EM&V Contractors working on similar or related projects,
16. The EM&V Contractor shall not publish, use, distribute, incorporate or in any fashion make use of information, data, materials, documents, reports, analyses, text or any other items, broadly construed, developed under or associated with this contract and or evaluation and assessment services rendered under this contract without prior written approval by the Commission.

This requirement pertains to, but is not limited to, conference papers, publications, posters and reports. The EM&V Contractor may develop and present such material only with prior written approval by the Commission. Authorship and other credits must include appropriate individuals or entities, as determined by the Commission.

17. All products of the EM&V Contractor's work under this contract, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, models, databases, e-mails, documents and records, will be the sole property of the State and may not be copyrighted, distributed or resold by the EM&V Contractor. Any equipment purchased by or furnished to the EM&V Contractor by the State under this contract is provided on a loan basis only and remains the property of the State.
18. It is possible that some of the information used by the EM&V Contractor may be customer-specific or could provide an unfair competitive advantage to an entity or entities delivering electricity or services in Hawaii. The EM&V Contractor must safeguard any such confidential information using systems that provide appropriate protection in the collection, processing, storage and retrieval of such information.

The EM&V Contractor, including all relevant staff including subcontractors, shall sign and adhere to non-disclosure agreements, as directed by the Commission.

19. At the end of this contract term, upon cancellation of the contract, or if the Commission contracts with one or more additional Contractors during this contract term, this EM&V Contractor must provide acceptable transition assistance to the Commission and cooperation with one or more Contractors at reasonable rates of compensation. Under no circumstances shall the EM&V Contractor have any right to compensation for investments or other expenditures that were undertaken pursuant to, or in anticipation of, the extension of the contract.

20. With regards to subcontractors:

The entity serving as prime contractor shall be responsible for including appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the EM&V Contractor 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 EM&V Contractor.

The EM&V Contractor 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 EM&V Contractor 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 EM&V Contractor, such that the EEM and Commission perceive a single EM&V Contractor service entity albeit with access to subcontractors as requested by the Commission.

The EM&V Contractor 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 EM&V Contractor to replace subcontractors, as well as staff members, found to be unacceptable to the Commission for any reason.

SECTION TWO 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 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 Hawaii's PBF Program and EEPS Overview

Public Benefits Fee

The Public Benefits Fee is a surcharge established by the Commission, pursuant to HRS § 269-121,¹ and collected by the Hawaiian Electric Companies² ("HECO Companies") from ratepayers. The PBF funds are used to support clean energy technology, demand response technology, energy use reduction, and demand-side management infrastructure, programs, and other services, subject to Commission review and approval.

Public Benefits Fee Administrator (PBFA) Programs – Hawaii Energy

The Public Benefits Fee (PBF) Programs are administered in the HECO Companies service territories by a third-party energy efficiency provider, the Public Benefits Fee Administrator ("PBFA"). The PBFA was selected by the Commission in a competitive process under HRS Chapter 269, Part VII. Hawaii Energy refers to the brand for these third-party administered energy efficiency programs operating under the guidance of the Commission, supported by the PBF. Hawaii Energy has been in operation since 2009 and the terms PBFA programs and Hawaii Energy programs are interchangeable.³

Hawaii Energy is the ratepayer-funded conservation and energy efficiency program for Hawaii, Honolulu, and Maui counties. Hawaii Energy offerings include cash rebates and other incentives to residential and business electric utility customers to help offset the cost of

¹ Act 162, Session Laws of Hawaii 2006 (as amended by Act 118, Session Laws of Hawaii 2008, and codified as HRS Chapter 269 Part VII), authorizes the Commission, by order or rule, to redirect all or a portion of the moneys collected by Hawaii's electric utilities from ratepayers, through a surcharge, to a third-party administrator contracted by the Commission.

² Hawaiian Electric Companies include: Hawaiian Electric Company ("HECO"), Hawaiian Electric Light company ("HELCO"), and Maui Electric Company ("MECO"). Collectively the companies are often referred to as "HECO."

³ Please see additional information on these terms in the Terms and Acronyms List, Appendix 1.

energy-efficiency equipment and certain solar water heating applications. Hawaii Energy also has education and training opportunities to encourage the adoption of energy conservation behaviors and efficiency measures. Hawaii Energy forms the foundation of the State's energy efficiency programs and services contributing to achievement of the Energy Efficiency Portfolio Standard ("EEPS").

The Hawaii Energy program cycle currently runs from July 1st to June 30th of each year. The Hawaii Energy Program Year ("Program Year") is named for the year in which it starts. Hawaii Energy began operating on July 1, 2009 (i.e. Program Year 2009) and Program Year 2025 (its seventeenth year) started on July 1, 2025.

Hawaii Energy Annual Plans, EM&V Reports and other materials are available at: <https://hawaiienergy.com/about/information-reports>. Potential Offerors should review these documents to respond appropriately to this RFP.

Energy Efficiency Portfolio Standard (EEPS)

EEPS refers to the standard set forth by Act 155, Session Laws of Hawaii 2009, and promulgated as HRS § 269-96. Hawaii's EEPS requires electricity use reductions totaling at least 4,300 gigawatt-hours (GWh) statewide by 2030. Act 272, signed into state law on July 2, 2025, extended EEPS to 2045 and set a new target of 6,000 gigawatt-hours. To understand prior EEPS activity, Offerors should review materials in the Commission's EEPS Docket No. 2010-0037.

The Commission is charged with establishing interim EEPS goals and periodically reviewing the standard, and may also adjust the standard or goals based on its own research and studies. An EEPS Framework was published in 2012.⁴

The EEPS law requires the Commission to report on progress periodically throughout the EEPS horizon, 2009-2045, and to revise the goals, if needed. The reports are due to the Legislature several years following the close of each implementation cycle, allowing time for analysis and evaluation. While Hawaii Energy programs are considered to be the major source of energy savings counted towards EEPS compliance, other activities and thus sources of savings can include KIUC programs (see below), appliance and equipment standards, building energy codes, utility system transmission and distribution efficiency improvements, and rate designs. Note that EEPS interacts with renewable portfolio standards (RPS) and other activities, programs and policies in the state.

In December 2023, pursuant to HRS § 269-96, the Commission submitted a five-year interval report to the 2024 Legislature on Hawai'i's Energy Efficiency Portfolio Standard.⁵ This report documented progress towards reaching interim and long term EEPS goals. In August of 2020, the Commission completed a revised State of Hawai'i Energy Efficiency Potential Study⁶ (2020 Potential Study) that incorporated updated baseline data and technology information.

⁴ State of Hawaii Public Utilities Commission Decision & Order 50089 Docket 2010-0037 on January 3, 2012.

⁵ State of Hawaii Public Utilities Commission. December 2023. Report to the 2024 Legislature on Hawai'i's Energy Efficiency Portfolio Standards <https://puc.hawaii.gov/wp-content/uploads/2024/01/2024-PUC-Report-EEPS-12.28.23-FINAL.pdf>.

⁶ Applied Energy Group, Inc., State of Hawai'i Energy Efficiency Potential Study, Walnut Creek, CA, August 5, 2020. <https://puc.hawaii.gov/wp-content/uploads/2021/02/Hawaii-2020-Market-Potential-Study-Final-Report.pdf>.

The 2020 Potential Study shows that the interim EEPS target was met through 2018 and the 2030 target is projected to be achievable under a business-as-usual scenario (4,637 gigawatt hours). However, the 2020 Potential Study includes the caveat that programs and policy interventions may have to adapt strategically to offset possible losses due to a post-COVID-19 energy efficiency landscape in order to secure enough savings by 2030.

The next EEPS evaluation report is due to the legislature in December 2028.

2.2.2 Institutional Overview

Offerors will need to understand the roles and responsibilities of a number of important stakeholders in the State regulatory system, and in particular, their relationship to the PBF Programs and EEPS. A discussion of the roles of a number of key parties follows.

The **State of Hawaii Public Utilities Commission** is a quasi-judicial body responsible for guiding the development of state 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 electric utilities and the third-party program administrator(s). The relationship between the EM&V Contractor and the Commission shall be governed by the contract entered into by and between the EM&V Contractor and the Commission.

In order to preserve the Commission's quasi-judicial role, applicable rules, including the rule against ex parte communications under HAR § 6-62-29, shall apply when appropriate. Copies of any reports or other communications from the EM&V Contractor to the Commission or vice versa (other than administrative matters concerning the EM&V Contractor's own contract with the Commission) shall be available to the public upon request, unless deemed confidential pursuant to a protective order issued by the Commission under HAR § 6-61-50.

The Commission is ultimately responsible for the work of the EM&V Contractor and thus will be the single client for the work of the EM&V Contractor.

The **Commission Program Manager** is the Commission staff member designated to oversee the contract between the Commission and the EM&V Contractor. In general, the Commission Program Manager (i) delegates day-to-day project management responsibilities to the Energy Efficiency Manager (EEM) and (ii) conveys requests, decisions, feedback and other communication through the EEM rather than engaging directly with the EM&V Contractor. There may be more than one Commission Program Managers at any time.

The **Consumer Advocate** is a division of the State Department of Commerce and Consumer Affairs, and is statutorily required to represent, protect and advance the interests of all consumers of utility services in the state. As part of its responsibilities, the Consumer Advocate provides review and comment on the PBF Programs.

The **Energy Efficiency Manager team (EEM)** is an independent contractor team that assists the Commission with the administration of contracts with the Program Administrator and the

EM&V Contractor. The EEM may be, and is generally, delegated to manage the work and communication between the EM&V Contractor and the Commission. Plans, work products and deliverables will be reviewed by the EEM, must be completed to the satisfaction of the EEM, and, for key deliverables approved in writing by the EEM in order to be considered complete. The EEM shall have the ability to access all data, information and analyses used by and developed by the EM&V Contractor. Within the context of this RFP and any contract that may result from the solicitation, language describing activities that shall be conducted “at the request of the EEM and/or Commission,” or completed “to the satisfaction of the EEM and/or Commission” shall be interpreted to mean that the Commission is solely responsible for all decisions but generally chooses to delegate responsibilities for day-to-day project management, review and oversight to the EEM. The EEM reports to the Commission Program Manager(s).

The **EM&V Contractor** is an entity designated by the Commission to provide independent evaluation, measurement, and verification services for the PBF Programs, EEPS and other programs and/or activities as directed by the Commission. The EM&V Contractor reports to the EEM. While the term “EM&V Contractor” in this RFP and any resulting contract refers to the EM&V Contractor selected to conduct the work described in this RFP, the Commission may retain one or more EM&V Contractors to perform similar or related services at any time.

The **Hawaiian Electric Companies** include Hawaiian Electric Company (“HECO”), Hawaii Electric Light Company (“HELCO”), and Maui Electric Company (“MECO”). Collectively the companies are often referred to as “HECO.”

Kauai Island Utility Cooperative (KIUC) is a not-for-profit generation, transmission and distribution cooperative owned and controlled by the members it serves. KIUC customers do not contribute to the PBF and KIUC is not directly involved with the PBFA, although the impacts of the KIUC programs are counted with respect to EEPS compliance.

The **Public Benefits Fee Administrator** is the third-party administrator of the Hawaii Energy Efficiency Program. The Commission selected the PBFA contractor through a competitive bidding process, and the PBFA began administering the Hawaii Energy Efficiency Program in 2009.

Technical Advisory Group (TAG) and Technical Working Group (TWG) are stakeholder working groups convened to provide review and input for the PBFA programs (TAG) and EEPS implementation (TWG).

2.3 SCOPE OF WORK

The Commission is committed to a thorough and independent evaluation of the Hawaii Energy programs and other EEPS related programs and activities, to document the impacts of each program and/or activity, to understand why those effects occurred, and to identify ways to improve future programs and activities. The Commission is also committed to ensuring that evaluation research is prepared and presented to maximize its usefulness for a variety of purposes and stakeholders.

This section describes the Commission’s general objectives for EM&V, the expected and possible tasks and activities included in the scope of services associated with this RFP

including requirements for developing work plans and providing project management services.

The Commission retains the explicit right to alter its objectives and tasks at any time throughout the contract period.

2.3.1 Overview

The EM&V Contractor will interact with a number of parties involved in the implementation and evaluation of the Hawaii Energy programs and other activities, including activities that affect EEPS. These parties include but are not limited to the: Commission, Consumer Advocate, EEM, Program Administrator, and utilities as well as other governmental agencies, working groups, the general public, and other stakeholders. The Commission considers constructive interaction with all of the stakeholders to be a critical element of the success of the Hawaii Energy programs, EEPS, and other activities as directed by the Commission. The EM&V Contractor must be a productive part of this interaction while maintaining its independence, while working under the direction of the Commission and EEM.

The Commission and EEM will primarily interact with the prime contractor staff, especially the EM&V Contractor project manager, deputy project manager or task leads. The Commission and EEM may also interact with subcontractors through the prime contractor and/or directly with subcontractors. As noted above, the Commission and EEM may request that the prime contractor and/or subcontractors interact directly with entities including but not limited to Hawaii Energy and other stakeholders. In the event that such activity is requested, the Commission and/or EEM must be engaged and informed regarding such interactions to the degree requested by the Commission and/or EEM.

The EM&V Contractor is expected to maximize return on spent funds by proposing a blend of evaluation activities, recognizing that tradeoffs are necessary among competing evaluation activities given limited budgets.

Prior year reports, including PBFA Annual Reports and Annual Plans (including PY25-PY27 Triennial Plan), TRMs, TRM Framework, and annual impact evaluation (verification) reports can be found on this website: <https://hawaiienergy.com/about/information-reports>

2.3.2 Objectives

The Commission's EM&V and assessment objectives guide the work to be completed by the EM&V Contractor. The Commission's current objectives for the EM&V, research and assessment work are as follows:

1. Developing independent and thoroughly and transparently documented evaluations and assessments.
2. Supporting successful, cost-effective implementation of the EEPS. This includes supporting the PBF Administrator in assessing, and as appropriate, improving the design and implementation of existing and future Hawaii Energy programs and also supporting other entities with design and/or implementation of programs and activities that contribute to EEPS. This also includes providing timely information and research that will most effectively enable the PBF Administrator and/or other entities to recognize areas for improvement.

3. Encouraging stakeholder collaboration. This includes providing evaluation research, assessments and results in formats and structures that maximize the usefulness of such information for a variety of stakeholders; while recognizing that the Commission is responsible for all services provided by the EM&V Contractor and that the Commission's needs, requirements and objectives shall govern all such activities.
4. Contributing information and analyses that enable the Commission and resource planners to establish program and evaluation priorities for future PBF Program cycles and for EEPS-related activities, including activities conducted by any entity, at the request of the Commission.
5. Having an EM&V Contractor that manages its team so that the Commission is consistently and diligently offered and receives optimal, timely and cost-effective services from the prime contractor, subcontractors and/or any blend thereof that cover the potential tasks as defined in this section. These services include:
 - Successfully managing all facets of the work. The EM&V Contractor team may include a number of subcontractors as a means of ensuring that the Commission has access to and may employ the services of a variety of expert individuals, teams and firms with experience relevant to work contemplated and/or conducted under this contract.
 - Providing options and recommendations for the conduct of EM&V activities
 - Determining, without bias for the prime contractor or any subcontractor, which firms, teams and/or individuals are best suited to conduct specific activities to achieve optimal results for the State.
 - Agreeing to subcontract with individuals, firms and/or entities as requested by the Commission, whether or not those entities are included as part of the EM&V Contractor's proposal or the executed contract with the Commission
 - Having all activities performed by all subcontractors integrated with the operations and performance of the EM&V Contractor, such that the EEM and Commission perceive a single EM&V Contractor service entity as requested by the Commission and/or EEM.

2.3.3 Work Scope Tasks

The following key tasks are designed to facilitate completion and satisfaction of the Commission's EM&V objectives:

1. Develop overarching and specific EM&V work plans
2. Conduct impact evaluations of the Hawaii Energy Program for Years 2025, 2026 and 2027
 - a) Develop annual Hawaii Energy programs' impact evaluation/verification plan
 - b) Determine, document and report the net and gross energy and demand savings for each Program Year associated with the Hawaii Energy Programs
 - c) Provide verification and due diligence of program accomplishments and benefits, including co-benefits, project savings, and other milestones reported by the Program Administrator.
3. Review and update of the PBFA Technical Reference Manual (TRM)
4. EEPS evaluation research and analysis support for the EEPS Report to the Legislature

5. Baseline studies, which would be similar to residential appliance saturation surveys (RASS) and commercial end use surveys (CEUS)
6. An energy efficiency potential study
7. Additional evaluation related services
8. Project management support

These tasks are outlined below with schedules and deliverables as applicable. The Commission may alter or change these key tasks at any time.

TASK 1: Develop Work Plans

Work plans describe the evaluation and assessment services, methodologies (e.g., EM&V methods, data collection, privacy provisions), budgets, schedules, staffing and deliverables associated with specific projects to be implemented by the EM&V Contractor. The EM&V Contractor shall produce work plans, at any time throughout the contract term at the request of EEM or the Commission. The work plans may convey high-level, overarching project plans, specific detail-oriented activity plans, or anything in between. An initial work plan would also cover generic project management services.

Other than the development of these work plans, which would be covered under the generic project management series work plan, no other work shall be conducted without a specific work plan approved by the Commission and/or EEM (including approval of assigned staff and levels of effort).

The EM&V Contractor will prepare work plans, taking into account priorities determined in consultation with the Commission and EEM, options for conducting the subject services, identified constraints, budget and allocation trade-offs, and communications with the EEM and Commission staff.

If requested to do so the EM&V Contractor shall develop provisional work plans that offer different approaches in terms of staffing, data collection/analysis, timeline, budgets, etc. and shall assist the Commission and EEM to select among options and develop an optimal approach.

Work plans will provide detailed information, as requested by the Commission or EEM, potentially including, but not necessarily limited to:

- A list and description of the evaluation and assessment activities that will be undertaken with detailed step-by-step action plans including data collection approaches;
- A description of work plan objectives and evaluation rigor level anticipated;
- Description of the EM&V Contractor's project management approach, including how the work plan supports high quality, independent, and thoroughly and transparently documented evaluations and assessments;
- Qualifications and process/criteria for selecting team members (or other individuals and/or firms not yet retained as subcontractors) to implement the work plan;
- Schedules, budgets, and staffing plans for each activity, provided in a format in the Budget Templates provided in **Attachment 4**.
- Detailed description of interim and final deliverables, including content outlines and formats;

- Description of all coordination plans for interacting with other entities included but not limited to subcontractors, EEM, the Commission, the Program Administrator, the electric utilities, and other entities that conduct activity that affect or may affect PBF and EEPS programs;
- Description of any support services required and risks to successful completion of the work plan; and
- Description of the tradeoffs in allocating limited budget dollars to specific tasks, programs, research and assessment topics and why those tradeoffs were selected.

The EM&V Contractor shall be compensated for reasonable costs associated with developing and submitting requested work plans **provided that** the EM&V Contractor has received written approval for such compensation prior to initiating the work and completes the planning exercise cost-effectively, in good faith, and with the level of detail requested by the Commission. In some instances, the EM&V Contractor may be granted approval, as part of the generic project management services work plan, to expend a certain amount of limited resources to investigate a research question and then propose options for next steps.

Upon execution of a contract with the Commission, the EM&V Contractor will be authorized to prepare a work plan for *Task 1 Work Plans* and a work plan for *Task 5 Project Management*. These two work plans should cover the approximately three-year contract term. The Task 1 work plan will include a budget for preparing future work plans and retroactive approval for reimbursement of costs associated with developing the Task 1 and Task 5 work plans.

➤ *Deliverables for Work Plans (Task 1):*

- *Draft and final Task 1 and Task 8 work plans*
 - *Schedule: Drafts work plans delivered within 4 weeks of contract execution. Final work plans delivered within 5 days of receipt of final comments.*
- *Draft and final work plans for other tasks and activities indicated for Tasks 2 through 7*
 - *Schedule: As indicated below or as required to achieve associated deadlines*
- *Draft and final work plans for other deliverables as requested in writing*
 - *Schedule: as requested*

TASK 2: Conduct Verification of Impacts and Performance Metrics of Hawaii Energy Programs for Program Years 2025, 2026 and 2027

Each program year the Hawaii Energy programs' claimed impacts and performance are assessed to develop third-party, objectively evaluated impacts and performance verifications. Specific metrics to be evaluated include, but are not necessarily limited to:

- **First year energy savings (kWh), lifetime energy savings (kWh), and peak demand (kW)** reduction for each program in PBFA portfolio, aggregated to the residential and non-residential portfolio of programs, as well as total portfolio impact for that program year.

- **Total Resource Benefits**⁷ (TRB) achieved for each program in PBFA portfolio, aggregated to the residential and non-residential portfolio of programs, as well as total portfolio impact for that program year.
- **Greenhouse gas emissions** / barrels of oil savings.
- The extent to which Hawaii Energy funds were equitably distributed across Islands (i.e., **Island Equity**).
- **Verification** that Hawaii Energy executed all contractually agreed upon **Market Transformation and Customer Satisfaction** activities.
- Additional analyses at the request of the Commission.

These important outcomes, as listed in the bullets above, currently determine the performance award earned by the PBFA.

On or before September 30th of each year, Hawaii Energy will provide the EM&V contractor with their prior Program Year's accomplishments and a project tracking database that includes measure/opportunity-level data for all projects associated with the Clean Energy Technologies goal achievement. These accomplishments are considered "claimed" because they were not—prior to publication—"verified" (evaluated) by a third-party EM&V contractor. That verification⁸ is the focus of the task described in this work scope section and the difference between claimed and verified savings is a realization rate.

Note that all energy and demand savings values presented are at both the "gross" and "net" levels, and net savings are the values tracked and claimed by Hawaii Energy for goals and performance awards, with consideration of free riders and system loss factors (transmission and distribution losses). Historically, net-to-gross (NTG) ratios for each program have been set in the TRM and are not reassessed as part of the annual impact evaluations. These NTG ratios have not included spillover and market effects, but that may change in the future.

The impact evaluation (verification) of Hawaii Energy annual accomplishments may include, but are not necessarily limited to the following activities:

A. Develop Annual Hawaii Energy Programs' Impact Evaluation/Verification Plan.

Such a plan should include the efforts to be completed, deliverables, budget and schedule with at least the following:

- Brief descriptions of the programs and/or activities to be evaluated and the Program and/or activity logic/theory.
- Approach to reviewing and providing expertise in order to:
 - Provide feedback on programs and/or activity implementation, including, but not limited to: data tracking, logic models, quality control and assurance procedures, targeting, savings estimating and implementation.
 - Use best-practice approaches appropriate to each evaluation and assessment activity, with the EM&V methods to be used informed by standard technical references such as the *International Performance Measurement and*

⁷ TRB accounts for utility avoided costs per reduced kWh and kW at the individual measure level over the lifetime of each measure. Utility avoided costs, the associated discount rate, and the lifetime (EUL) of each measure come from the PBFA TRM.

⁸ Verification and impact evaluation are terms used interchangeably for the Hawaii Energy and EEPS programs.

Verification Protocol. The Uniform Methods Project, and the National Action Plan Model Energy Efficiency Program Impact Evaluation Guide.

- Description of the data collection sources, methodologies, procedures and data tracking systems to be used by the EM&V Contractor to conduct evaluations and assessments including but not limited to process, load impacts, market evaluations and project verifications for each program including data gathering, sampling and analysis methods.
- Descriptions of metrics and milestones (including but not limited to energy and demand savings metrics, milestone metrics, benefit cost tests, co-benefits and resource benefits) for the portfolio as a whole and as appropriate each program.
- Description of how realization rates, net-to-gross ratios, transmission and distribution affects, avoided costs, market effects, spillover and other effects will be determined, including the possible use of values that are stipulated (e.g., from PBFA TRM), measured, compiled from secondary materials and/or a blend of these. Include description of information required from others.
- Description of field/site data collection activities.
- Descriptions of budget with staffing plan (that includes included names, rates and qualifications, and assigned work for each assigned prime and subcontractor), schedules (including key milestones), and deliverables (e.g., report outlines).

B. Determine, document and report the net and gross energy and demand savings for each Program Year associated with the Hawaii Energy Programs. The level of effort for annual savings verification may vary year-to-year. Please see historic verification reports and summary document of all EM&V activities for each prior program year at: <https://hawaiienergy.com/about/information-reports> for examples of different approaches that have been taken. The Commission and EEM will determine the level, depth and overall approach to savings verification, in consultation with the TAG and EM&V Contractor. Savings verification for a given year may include any or all of the following activities:

- Reviewing Hawaii Energy tracking database. Such a review can include assessing completeness of data, checking for duplicates, assessing records with zero and negative quantities for accuracy, and identifying any parameters that are outside of expected ranges. An important element of such a review can also include reviewing the population of records within the database to ensure that the deemed savings values, factors, variables and equations are correctly applied from the current version of the PBFA TRM.
- Conducting desk reviews of project implementation and savings documents, typically of a sample of custom projects. Such reviews can include verifying accuracy of the measure quantities in the tracking database based on project documentation (e.g., invoices, post-inspection forms, etc.), assessing project savings documentation (e.g., reviewing or redoing calculations), and reviewing specification sheets and inspection forms, etc. supplied by Hawaii Energy to confirm accuracy and appropriateness of savings assumptions and methodologies and to calculate verified savings. Additionally, some facility-level electric consumption analyses may be conducted as part of the desk reviews for some projects for comparison to the claimed savings, using monthly utility bill energy consumption data.
- Developing data collection instruments and performing data collection and analysis including but not limited to telephone, e-mail or in-person data collection, field inspections, metering and monitoring, statistical and economic analysis using appropriately trained, experienced (with energy efficiency M&V) and certified personnel. Field inspections shall be documented with standard, comprehensive reports.
- Preparing project and program level calculations of energy and demand savings using PBFA TRM savings values, factors and assumptions, measurement and verification approaches, billing analyses, control group based methods or other techniques, or a combination of such

methods. All calculations shall be documented with standard, comprehensive reporting to a level necessary for duplication of results, including certainty estimates (e.g., confidence and precision) of EM&V Contractor's reported evaluation results and discussion of the threats to validity and sources of bias and the approaches used to reduce threats, reduce bias and increase the reliability of the findings.

- Other activities as required to determine and document evaluated/verified energy and demand savings.
- Calculating TRBs achieved.
- Determining the extent to which PBFA funds were equitably distributed across Islands (i.e., Island Equity).
- Determining the extent to which the PBFA executed all contractually agreed upon Market Transformation and Customer Satisfaction activities.
- Produce program-, customer-, and system-level savings at the opportunity level by updating Hawaii Energy's measure-level opportunities data set with realization rates, NTG ratios, and system loss factors, as applicable.
- Preparing recommendations for:
 - Future EM&V activities such as suggestions for TRM updates, future verification or impact evaluation activities, data tracking and reporting by PBFA
 - Future PBFA activities such as suggestions for program modifications to increase impacts or efficacy of program implementation
- Preparing draft and final reports including succinct Executive Summaries with informative graphics and key findings.
 - Reports should document the programs evaluated, impact evaluation activities conducted, verification results (including program-by-program and portfolio impacts and realization rates), and calculation of verified PBFA performance award.
 - Supporting documentation to support a chain of evidence for all evaluation findings, and would enable and/or facilitate the Commission, EEM, or a designated entity to conduct review and/or supplemental EM&V using these materials.
- Presenting results to Commission, PBFA and TAG.
- Conducting other activities as (a) required to determine and document PBFA program and portfolio impacts or (b) requested by the EEM or Commission and included in an approved work plan.
- Other activities at the request of the Commission.

The EM&V Contractor shall make its best efforts to deliver the draft impact/verification report within 10 months of the end of each Program Year.

- *Deliverables for Verification of Impacts and Performance Metrics (Task 2):*
 - *Draft and final Program Year verification work plan*
 - *Schedule: Delivered annually no later than the last business day of the Program Year in question*
 - *Draft and final verification reports, in both Microsoft Word and pdf formats, including source files for report tables and graphics, and supporting documentation*
 - *Schedule: As indicated in the verification work plan with best efforts to deliver within 10 months of the end of the Program Year in question*

TASK 3: Review and Update of the PBFA Technical Reference Manual(s)

The PBFA TRM serves as a basis for energy savings claims for the PBFA and potentially other programs. The EM&V Contractor maintains the TRM and coordinates any changes to the TRM with input from the Commission, the EEM, Hawaii Energy and the TWG. The TRM and the process for updating it is defined in the TRM Framework.

The PBFA TRM should be reviewed and updated according to the TRM Framework and best practices, as for example, those documented in the SEE Action TRM Guide.⁹ Data from other states' TRMs, with Hawaii-specific factors, have been the primary source of updates to the PBFA TRM, but parameters or values may be updated using primary or secondary research or a combination thereof as well as recommended by the EM&V Contractor.

➤ **Deliverables for PBFA TRM (Task 3):**

- *Draft and final TRM work plans*
 - *Schedule: Delivered annually within one month of the start of each Program Year*
- *Draft and final annual TRM updates for Program Years 2027, 2028, and 2029 and other memorandums and documentation required in the TRM Framework.*
 - *Schedule: Annual TRM updates to be finalized no later than 2 months prior to the start of each Program Year.*
- *Draft and final mid-year TRM updates for Program Years 2026, 2027, and 2028 and other memorandums and documentation required in the TRM Framework.*

Schedule: Mid-year TRM updates to be finalized no later than the start of each calendar year.

TASK 4: EEPS Evaluation Research and Analysis Support

The primary objective of this task is to support the Commission's development of a required "EEPS Report to the Legislature" that is due 20 days prior to the start of the 2029 legislative session.

HRS § 269-96 requires the Commission to evaluate progress, revise the EEPS Framework¹⁰ and/or goals if needed, and report its findings to the legislature:

The public utilities commission shall evaluate the energy-efficiency portfolio standard every five years, beginning in 2013, and may revise the standard, based on the best information available at the time, to determine if the energy- efficiency portfolio standard established by

⁹ Guide For States: Guidance On Establishing and Maintaining Technical Reference Manuals for Energy Efficiency Measures <https://www4.eere.energy.gov/seeaction/publication/see-action-guide-states-guidance-establishing-and-maintaining-technical-reference>.

¹⁰ For more information see the EEPS Framework in State of Hawaii Public Utilities Commission, Docket 2010-0037, initiated May 1, 2010.

http://dms.puc.hawaii.gov/dms/OpenDocServlet?RT=&document_id=91+3+ICM4+LSDB15+PC_DocketReport59+26+A1001001A12A04A85123J8418718+A12A04A85123J841871+14+1960

this section remains effective and achievable. The commission shall report its findings and revisions to the energy- efficiency portfolio standard, based on its own studies and other information, to the legislature no later than twenty days before the convening of the regular session of 2014, and every five years thereafter.

The EM&V Contractor will conduct the following activities:

- **Collect Hawaii Energy and Kauai Island Utility Cooperative (KIUC)** program data to verify energy savings and peak demand reductions generated by Hawaii Energy and KIUC energy efficiency programs, and assess how those savings and reductions contribute to EEPS goals over time. To complete this the EM&V Contractor will compile the verified energy and demand reductions over the time horizon applicable to calendar years 2021 to 2025 and adjust the verified savings for endogenous effects (e.g., codes & standards attribution, free ridership or system loss factors), double-counting, evolving market conditions, and any other factors that might over- or under-attribute savings to program activity.
- **Collect information from non-regulated contributing entities** and estimate annual energy savings and demand reductions that contribute to EEPS. To complete this, the EM&V Contractor will, in collaboration with the Commission and EEM, identify the contributing entities who completed energy efficiency projects that contribute to EEPS but that did not participate in Hawaii Energy or KIUC programs. The EM&V Contractor will collect information necessary to identify and document the energy savings, this may be through primary or secondary data collection activities. The EM&V Contractor shall ensure that the energy savings reported by these non-regulated contributing entities has not been reported through the Hawaii Energy and/or KIUC programs.

Document findings to support the development of the legislative report. The EM&V Contractor will prepare a report of findings (EEPS Data Report) from Hawaii Energy, KIUC and non-regulated contributing entities data collection activities and provide support to the EEM and Commission with respect to developing the 2029 legislative report, potentially including drafting sections of the report. This report will 1) quantify total annual verified energy savings as first-year savings, lifetime savings, and cumulative persisting savings, by contributing entity, 2) report documenting processes, results, and discussion/analysis with respect to EEPS goals, and 3) address key questions about, and provide limited guidance and recommendations about potential changes to EEPS goals and the EEPS Framework as needed. The EM&V Contractor will deliver the draft EEPS Data Report no later than August 11, 2028.

- *Deliverables for EEPS Evaluation Research and Analysis Support (Task 4):*
 - *Draft and final EEPS work plan*
 - *Schedule: Work plan finalized no later than April 7, 2028*
 - *Draft and final EEPS Data Report*
 - *Schedule: Final EEPS Data Report delivered no later than August 11, 2028*

TASK 5: Saturation Studies

Conduct a study (or studies) to determine how, where and when electricity is used in Hawaii. The objective of such studies is to cost-effectively assess key characteristics of buildings, appliances and equipment that use electricity in the HECO service territories and updating the existing “baseline” to assess changes in the buildings, equipment, appliance, and use patterns over time. Study results will or may inform:

- Planning of future energy efficiency policies and programs,
- Preparing the statewide energy efficiency potential study,
- Updating the PBFA TRM (e.g., baseline assumptions)
- Serving as a reference point to monitor the effectiveness of program efforts or track progress toward energy efficiency and related goals, and
- Electricity load and resource planning.

The research is expected to include assessing (a) customer demographics (b) building, appliance and equipment characteristics and (c) service and (d) physical suitability for energy efficiency and other DERs. The research is expected to be based on a combination of activities likely to include: onsite, telephone, mail and online surveys in addition to secondary research.

Markets sectors and segments addressed in the research include but are not limited to: the residential, business, military and infrastructure (wastewater, street lighting, etc.) customer classes.¹² These studies are sometimes referred to as residential appliance saturation surveys (RASS) and commercial end use saturation studies (CEUS).

The study should include the development of a web-based query tool for public use to extract cross-tabulations of results with filtering options with results aggregated so that individual customer information is not identifiable.

The prior baseline study was conducted in 2019 and completed in 2020 The study is available on the Hawaii Energy website: <https://hawaiienergy.com/about/information-reports>.

➤ Deliverables for Saturation Study(ies) (Task 5):

- *Project kick-off meeting and meeting materials*
 - *Schedule: Project kick-off meeting shall be held within 6 weeks of contract execution. Draft meeting materials shall be delivered at least 2 weeks prior to the kick-off meeting and final meeting materials delivered at least one week prior to kick-off meeting.*
- *Draft and final Saturation Study work plan*
 - *Schedule: Draft work plan delivered within 3 weeks of the kick-off meeting. Final work plan delivered within 10 days of receipt of final comments by the Commission, EEM, and/or other stakeholders.*
- *Draft and final Saturation Study(ies), supporting documentation, presentations, and web-based query tool for public use*
 - *Schedule: As indicated in the Saturation Study work plan*
- *Other deliverables as indicated in the Saturation Study work plan or requested by the Commission and/or EEM*

- *Schedule: As indicated or requested*

TASK 6: Energy Efficiency Potential Study

The energy efficiency potential study provides important information for program planning, tracking progress toward EEPS goals and resource planning.¹¹ Specifically, the potential study is intended to indicate the electricity savings that can be achieved by contributing entities toward achieving the goals outlined in the state's EEPS. The energy efficiency potential study is expected to produce information including but not limited to:

- A forecasting horizon from 2025 through 2045.
- Forecasts of energy efficiency impacts, including codes and standards and naturally occurring impacts, in an environment increasingly characterized by DERs, as an annual savings percentage (as a proportion of electricity sales).
- Analyses based on current data including avoided cost of electricity, data developed in the saturation study(ies) and related information.
- Analyses reflecting a wide range of currently available and cost-effective measures as well as ones that are reasonably expected to be cost-effective over the study period.
- Assessment of the potential for energy efficiency in a market increasingly characterized by DERs. The forecasts of energy efficiency potential shall be characterized in terms of technical, economic and market (achievable) potential.
- Translation of program year data to calendar year for consistency with EEPS reporting.
- Review and analysis of program data to ensure no double counting of savings (e.g., codes and standards). Calibration of non-Hawaii data source to the Hawaii market.
- Alignment of MPS measures, measures savings, and other relevant assumptions to PBFA TRM measures.
- Cost and value of conserved electricity by sector, segment, measure-type, time period, location and other factors as appropriate, and by production source if appropriate (utility supply, distributed supply, etc.) Analyses that support program planning, utility system resource planning, and assessment of progress toward EEPS goals (and refinement of the goals if needed) including technical, economic and market potential, supply curves, and EE measure bundles.

The prior potential study was conducted in 2020. The study is available on the Hawaii Energy website: <https://hawaiienergy.com/about/information-reports>

The potential study should be calibrated to current Hawaii market conditions, including impacts from COVID-19 that have caused constraints to staffing levels and supply chains.

➤ **Deliverables for Potential Study (Task 6):**

- *Draft and final Potential Study work plan*
 - *Schedule: Draft work plan delivered at least 4 weeks prior to the completion of the Saturation Study. Final work plan delivered within*

¹¹ Such a study may or may not include electric vehicles. The EEPS Framework requires an updated study of energy efficiency potential. Potential studies should involve compiling and interpreting the best and most current data available on a variety of topics -- customer demographics; buildings and equipment; utility avoided costs, rates, etc.

10 days of receipt of final comments by the Commission, EEM, and/or other stakeholders.

- *Draft and final Potential Study, supporting documentation, and presentations*
 - *Schedule: As indicated in the Potential Study work plan but with best efforts to complete in 2028 with sufficient time to inform the EEPS Report to the Legislature due in December 2028*

TASK 7: Additional Evaluation Related Services

In addition to other services described in this Section, the Commission may also direct the EM&V Contractor to conduct EM&V activities for other programs and/or provide other evaluation-related services relating to one or more special issues. The Commission's priorities and requirements for tasks may evolve over the course of the contract period. The Commission retains the explicit right to alter its priorities and tasks at any time throughout the contract period.

Examples of other potential requested evaluation-related activities include but are not limited to:

- Study and present any special issues in Hawaii that should be addressed by EM&V, including recommendations for how these issues may be addressed.
 - Provide process evaluations.
 - Provide additional market studies (in addition to those described above).
 - Contribute recommendations, information and analyses that enable the Commission to establish evaluation priorities for future cycles and/or other timelines. Such activities may include load impact evaluation, forecasting, market assessment, process evaluations and/or other evaluation and assessment activities.
 - Prepare analyses, findings, and recommendations in response to inquiries from other entities, as well as support and presentation materials as needed, as directed by the Commission.
 - Provide technical experts for hearings, workshops and other meetings, and prepare technical information for possible inclusion in meetings and reports.
- *Deliverables for Additional Evaluation Related Services (Task 7):*
- *Deliverables as requested*
 - *Schedule: as requested*

TASK 8: Project Management

The EM&V Contractor is responsible for all project management required to execute, track and record the tasks described in the approved work plans. This includes, but is not limited to, the following project management activities:

- Designating an EM&V Contractor Project Manager who shall serve as the single point of contact for all evaluation services, with limited exceptions only at the request of the Commission. A Deputy Project Manager may also be designated.
- Ensuring that all the evaluation services and activities are implemented as documented in an approved work plan and that project activities, deliverables and

reporting are completed according to the specifications and schedule documented or referenced herein, unless modified in a work plan and approved by the Commission.

- Ensuring that the EM&V Contractor's contract management obligations are carried out in a professional and timely manner.
- Managing subcontractors.
- Managing the solicitation and contracting of additional or substitute subcontractors as requested by the Commission.
- Assisting the Commission to maximize the value of EM&V by providing several options for certain EM&V activities, if requested to do so by the Commission, so that the Commission may choose a preferred approach.
- Maintaining regular and direct communication with key stakeholders as directed by the EEM or Commission.
- Maintaining and archiving any and all electronic and paper files and data, databases or information collected or developed during the conduct of the evaluation work, including all final and interim deliverables and programming code. These materials shall be maintained on a timely, ongoing basis, on a SharePoint or similar website, accessible to the Commission and EEM. These materials are the property of the Commission and shall be delivered to the Commission annually at timeframes designated by the EEM. The archived files must be consistently named, organized and well-documented. The archive must be in a form and structure that supports a chain of evidence for all evaluation findings, and would enable and/or facilitate the Commission or a designated entity to conduct review and/or supplemental EM&V and assessment using these materials. The archive must include (but is not limited to) reports, memoranda, and/or other written materials provided in both Microsoft Word and pdf formats, with a MS Excel workbook containing data and analyses presented in the document(s). (The Commission may change its preferred software over time and if so the EM&V Contractor shall deliver the archive in a format requested by the Commission). ***The EM&V Contractor shall focus specific resources on this task rather than assume that it will occur as a by-product of other activities.***
- Attending and occasionally facilitating in-person, telephone, or web-based meetings, regular and ad-hoc project meetings, and other meetings as requested by the EEM or Commission. At the request of the EEM or Commission, the EM&V Contractor shall be responsible for preparing agendas, meeting materials, and meeting notes in a timely manner, allowing sufficient time for review by the EEM and Commission.
- Managing Invoices - monthly invoices shall be provided in a timely manner. Invoices must be submitted with the monthly progress reports. Formats for invoices and progress reports will be reviewed by the EEM and will be processed only if and when they have been approved by the EEM and subsequently by the Commission.
- Project reporting, which shall include, but will not necessarily be limited to, the following items, unless otherwise requested by the EEM or Commission:
 - Scheduled calls and/or meetings (at a minimum), to discuss all project activities with the Contract Manager. Calls or meetings scheduled to discuss presentation(s) to team members and/or Commission, and/or *ad hoc* calls or meetings shall also be required. The EEM shall designate a time and day for calls and meetings. Meetings or calls shall be of any length, as determined by the EEM.
 - Annual updating of the report "**Hawaii Energy: Annual EM&V-Related Research – impact/cost-effectiveness, market, potential, process and related evaluations.**" This document will be published as an appendix to the Annual EM&V Report.

- Annual preparation and presentation of the **Annual EM&V Report**, which includes summaries of all the EM&V activities and reports conducted during the year and summary conclusions and recommendations developed as a result of those activities and reports, particularly any associated with the annual program year verification reports.
- Reporting as needed – to document problems, resolution and issues as they arise. These reports may also need to be linked to changes in work efforts.

General Requirements for Reporting:

- Interim reports and/or memoranda may be required and requested by the Commission or EEM.
- The EM&V Contractor must incorporate all comments on drafts provided by the Commission and/or EEM and entities designated by the EEM (and/or shall supply in writing documentation describing the reason or reasons the comments could not or should not be incorporated). The EM&V Contractor shall also produce revisions in a timely fashion.
- Deliverables shall be provided in multiple electronic and/or paper formats, or other formats, including but not limited to Microsoft Word, Excel, and Adobe PDF. Documents are expected to be well-written and professionally formatted.
- The EM&V Contractor shall include ownership and disclaimer language in all reports. The Commission will provide the language to be used.

Key Project Management deliverables and dates (Task 8) are shown in the following table. Additional deliverables may be defined by the EEM or Commission.

DELIVERABLES DESCRIPTION (Schedule)

Status Reports and Invoices (Monthly)	Status reports shall highlight issues with each evaluation and assessment activity and problems (successes or difficulties in getting the job done, with recommended or agreed solutions). Monthly invoices shall track individual activities, project hours, rates and expenditures only a daily basis that uses a spreadsheet format approved by the Commission or EEM.
Additional EM&V Services (As requested)	Specific evaluation and assessment activities will have work plans, schedules, etc. identified within the approved work plans.
Annual EM&V activity 'index' report update (April of each year)	Annual updating of the report "Hawaii Energy: History of Annual EM&V-Related Research – impact/cost- effectiveness, market, potential, process and related evaluations"
Annual EM&V Report (each April following the end of the respective program year)	Annual preparation and then presentation to stakeholders of EM&V Report, which includes summaries of all the EM&V activities and reports conducted during the year and summary conclusions and recommendations developed as a result of those activities and reports, particularly any associated with the annual program year verification report.
SharePoint or similar website, accessible to the Commission and EEM.	Maintaining and archiving any and all electronic and paper files and data, databases or information collected or developed during the conduct of the evaluation work, including all final and interim deliverables and programming code. These materials shall be maintained on a timely, ongoing basis.

SECTION THREE PROPOSAL FORMAT AND CONTENT

3.1 APPROACH TO BID PREPARATION

The Commission seeks an EM&V Contractor to provide all necessary evaluation services to accomplish the objectives described in this solicitation. The Commission seeks to maximize value for ratepayers and for the State by engaging the EM&V Contractor in performing a variety of duties related to evaluation of the PBF Programs and other activities, for example, programs and policies that affect EEPS. The EM&V Contractor is expected to maximize return on spent funds by proposing a blend of evaluation and assessment activities, recognizing that tradeoffs are necessary among competing EM&V activities given limited evaluation and assessment resources.

Offeror's teams are expected to include team members qualified to support all the tasks described in Section 2, or to be ready to quickly and efficiently solicit and subcontract to such firms or individuals.

The Commission is seeking clear, concise proposals demonstrating creativity, expertise and experience on the part of specific team members proposed and in how Offeror approaches the work scope and requested services – not necessarily a final approach or approaches. The Commission retains the right to modify any activities proposed by the EM&V Contractor and/or request other activities.

The Commission is interested in understanding how each Offeror would use resources creatively to accomplish multiple objectives for evaluation and assessment services; ensure robust, useful and cost-effective evaluations and assessments; develop best-in class, transparent, well-documented evaluation and assessments; and provide information and analysis in a manner that is most useful for a variety of stakeholders in an evolving environment.

In their proposals, Offerors are asked to propose their own approach to evaluation, assessment and project management giving careful consideration of the Commission's objectives and priorities, available budget, scope of work, and timelines (to the extent the information is available to the Offeror and/or based on Offeror's best judgment).

Submission of a proposal shall constitute an incontrovertible representation by the Offeror of compliance with every requirement of this RFP, and that the RFP documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of the performance of the work. Before submitting a proposal, each Offeror must:

1. Examine the solicitation documents thoroughly. Solicitation documents include this RFP, any appendices and attachments, and any other relevant documentation such as Hawaii Energy Program documents, and prior EM&V reports; and
2. Become familiar with State, local, and Federal laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work specified herein.

Offerors are required to present their proposals in accordance with this section including formatting proposals in a structure that conforms to the outline provided in this section. Proposals should be prepared simply and economically to provide a concise description of the Offeror's approach and capabilities for satisfying the required services outlined in this RFP.

Proposals must be complete, and the proposal submission shall comply with Registration Requirements indicated in Section 1 of this RFP. In the event an Offeror chooses not to respond to any section of the response format, the Offeror should then, in place of the appropriate section, indicate the Offeror's reason(s) for the omission of a response. In addition, Offerors should address any and all anticipated difficulties and problem areas as well as potential approaches to their resolution. If any additional information is required by the State regarding any aspect of the Offeror's proposal, the Offeror shall provide the information within two (2) business days of request.

Offerors may make certain assumptions or use simplifying conditions in their proposals. However, those assumptions or conditions must be clearly identified and the relevant rationale fully explained.

3.2 TAX LIABILITY

3.2.1 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.

3.2.2 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.

3.2.3 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.

3.3 PROPERTY OF STATE

All proposals become the property of the State of Hawaii.

3.4 CONFIDENTIAL INFORMATION

- 3.4.1 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.
- 3.4.2 An Offeror shall request in writing nondisclosure of information such as designated trade secrets or other proprietary data that the 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.

3.5 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.

3.6 PROPOSAL GUIDANCE

- 3.6.1 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.
- 3.6.2 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.
- 3.6.3 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.
- 3.6.4 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.
- 3.6.5 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.
- 3.6.6 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.

3.7 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, Staffing and Organization (including prime contractor and any subcontractors)
- 4. Technical Response
- 5. Managing Customer-Specific and Competitively Sensitive Information
- 6. Cost Proposal
- 7. Assumptions and Exceptions
- 8. Appendix - Resumes
- 9. Attachment 1 – Transmittal Letter, Offer Form OF-1
- 10. Attachment 2 – Cost Proposal/Pricing, Offer Form OF-2

3.7.1 Transmittal Letters

Transmittal letters must be included as part of the Offeror's technical proposal and should include Offer Form OF-1 (see attachment 1).

3.7.1.a 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. Include the name, email, and telephone number of a person who may be contacted during the evaluation process to discuss the Offeror's proposal.

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 recommendations without penalty, when they conflict with the policy, preferences or fiscal interests of the Commission, as determined by the Commission.

3.7.1.b Subcontractors

If one or more subcontractors will be used, a letter shall be submitted by each subcontractor, signed by an individual authorized to legally bind the subcontractor and stating:

- The general scope of work to be (or may be) performed by the subcontractor.
- The subcontractor's willingness to perform the work 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.

3.7.1 c 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.

3.7.2 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.

3.7.3 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:

3.7.3.a Team Information

This subsection must include a description of proposed EM&V Contractor team summarizing, preferably in table format, the following information concerning the prime contractor and any and all proposed subcontractors:

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

3.7.3.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, managing any subcontractors and cost-effectively providing the best possible services.

3.7.3.c Key Attributes

Please include a summary of key attributes of this proposal with respect to selection criteria described in (see **RFP Section 4.3**: Evaluation and Scoring Criteria)

3.7.4 Proposal Section 2: Administrative Requirements

The Administrative Requirements subsection must contain information requested below.

3.7.4.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.").

3.7.4.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.

3.7.5 Proposal Section 3: Offeror Background and Organization (Prime Contractor and any Subcontractors)

The Offeror background, staffing and organization response section should be no longer than about 30 pages. The Offeror Background section shall include the following information for prime contractor and each proposed subcontractor:

3.7.5.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.

3.7.5.b Offeror Conflicts of Interest

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

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.

3.7.5.c Organization

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

Provide in a table, with indicative check marks in the appropriate cells, which team members (firms and key personnel) will lead and which will support the following task areas (as defined in the Scope of Work Section of this RFP):

1. Develop work plans
2. Conduct impact evaluations of the Hawaii Energy Program
3. Review and update of the PBFA Technical Reference Manual (TRM)
4. EEPS evaluation research and analysis support
5. Baseline studies
6. Energy efficiency potential study
7. Additional evaluation related services
8. Project management support

The table may include sub-categories within the eight above listed tasks.

This section should also include:

- Description of general scope of work to be performed (or likely to be performed) by the prime contractor and each subcontractor (if appropriate).
- Descriptive information relating to the nature and duration of the previous relationship of all subcontractors (if applicable) with the prime contractor and with one another.
- Explanation of any existing contractual relationships among or between the firms (prime contractor and subcontractors, if applicable).
- Any actual or potential conflicts of interest that exist or may arise between the prime contractor, subcontractors (if applicable) or any of the entities identified in Section 1.12.1 of this RFP.

3.7.5.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.

Some specific areas that should be addressed independently or with reference to the eight task areas are:

- Working with State regulatory commissions or government entities in areas relative to the required work described in this RFP
- Experience with the types of programs offered by Hawaii Energy and activities that contribute to EEPS.
- Experience in Hawaii or similar jurisdictions
- Developing EM&V work plans
- Conducting impact evaluations
 - Analyses using range of EM&V methods as described in industry standard guides
 - Field verification and M&V activities
 - Net savings analyses
 - Reporting
- Reviewing and updating of Technical Reference Manuals (TRMs) including detailed analyses of efficiency measures
- Preparing energy efficiency (and distributed energy resource) potential studies
- Preparing baseline studies (often called RASS and CEUS in other jurisdictions), including experience with leveraging secondary material and/or primary data and using data collection methods including onsite, telephone, mail, email, web and any emerging modalities
- Tracking energy-savings attributable to market-transformation and/or spillover from the EEPS programs
- Assessing effects of demand-modifying activities including energy efficiency on long-term electricity demand
- Loadshape analyses
- Additional evaluation related services, such as:
 - Trainings/showcases for energy efficiency and/or other DERs
 - Workshops, press conferences, reports, and case studies for distribution to general and technical audiences
 - Process evaluations
 - Contributing recommendations, information and analyses to establish evaluation priorities for future cycles and/or other timelines
 - Technical writing and editing
 - Technical experts for hearings, workshops and other meetings
- Project Management Support
 - Managing major (evaluation) consulting assignments
 - Hiring and managing subcontractors and working on teams of experts
 - Optimizing overarching work plans

- Developing and providing several options for conducting EM&V activities for Commission review, if requested to do so by the Commission
- Preparing major evaluation reports and presentations

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

Describe Offeror's Hawaii-specific expertise (if any) and how that expertise will provide value to the Commission and the State. Please describe expertise (if any) with energy efficiency programs and/or DER programs in Hawaii or similar jurisdictions/climates.

3.7.5.e Staffing

The section should indicate the prime contractor and all subcontractor staff that may be or are assigned if the Offeror is successful. In addition, key personnel that are committed to this project should also be indicated, preferably in a table format with names in rows and columns indicating their role(s) (summary of and consistent with what is in the table in the organization section), education, experience and expertise. Personnel should be indicated by their actual titles, but for key personnel that are committed to this project, they should also be indicated in one of the following general labor categories, for both prime and subcontractor staff (these categories are also requested for the budget sheets – see **RFP Section 7: Attachment 4** -- and used in proposal evaluation):

- Prime Contractor and Subcontractor Senior Firm Representative(s) – for example, Firm Principals
- Prime Contractor Project Manager for this contract
- Prime Contractor Deputy Project Manager for this contract (if assigned)
- Subcontractor Project Managers for this contract (if relevant)
- Prime Contractor (and Subcontractor, if relevant) Task Leaders for specific scopes of work identified in this proposal
- Prime Contractor (and Subcontractor, if relevant) Senior Advisors – for example technical experts that will support design of work plans or task implementation

It is up to the Offeror to decide if key personnel in each of the above general labor categories are to be identified in their proposal. For example, while it is expected that certain categories will be identified (such as project managers), the Offeror may not wish to identify Senior Analysts as key personnel. In addition, if Offeror has other key staff proposed that do not fit into these categories, indicate the other categories and how they are distinct from the above.

Other general labor categories that Offerors may wish to use to indicate staff (and billing rates in RFP Section 6) are:

- Senior Analysts
- Senior Engineers
- Analysts
- Engineers
- Senior field staff

- Field staff
- Administrative staff

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

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 should also indicate whether and how any or all of the key personnel have worked together in the past.

Resumes of all key personnel assigned to the project must be included in the appendix and should include information relating to each person's directly related experience, education, and skills (including, but not limited to, specific degrees, dates, names of employers, and education institutions). Each resume shall be no more than three (3) pages in length. Offerors shall agree to provide additional information if requested to do so.

3.7.5.f 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.

Refer to Section 7: Attachment 3 of this RFP for the Vendor Reference form. The Offeror must use this form and fill it out completely for each reference. The forms may be recreated electronically, but all fields and formats must be retained. Failure to recreate the forms accurately may lead to the rejection of the Offeror's proposal. 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.

3.7.6 Proposal Section 4: Technical Response

The Technical Response section should include two parts: (a) a summary of the Offeror's overall approach to providing the services as defined in this RFP and (b) response to essay questions that are intended to provide specifics with respect to certain tasks. The technical response section should be no longer than 30 pages.

3.7.6.a Overall Approach to EM&V, Saturation and Market Potential Study Activities

This section should include a description of the Offeror's overall strategy, recommendations and proposed approach(es) to the scope of work described in this RFP. This can be a brief section that demonstrates the Offeror's understanding of the scope of work, experience and expertise as demonstrated by how they would approach the various tasks in the scope of work, and key elements of how the Offeror would deliver the services. The provided information should aid the Commission in evaluating the Offeror's capabilities, per the evaluation criteria indicated in **RFP Section 4.3**.

While the final proposal of the Successful Offeror will be included as an attachment to an executed contract, these proposal budgets are illustrative not determinant of the contract scope, which will be sections' scopes of work.

3.7.6.b Offeror Essay Questions

Please respond to the following questions. Answers should generally be one to two pages for question 1, and four to five pages for questions 2 through 7. Responses will be evaluated on the quality of ideas and recommendations relative to the Commission's needs and the benefit to the State.

➤ Offeror Question 1: Project Management

How will the EM&V Contractor assist the Commission with (i) optimizing the efficient delivery of the requested services (ii) proposing plans and options for specific activities that enable the Commission to obtain the best service at the best value and (iii) conducting and managing multiple distinct EM&V and Saturation and Market Potential Study activities to successful completion.

➤ Offeror Question 2: Verification Studies

Provide an outline scope of work, budget, and proposed prime and subcontractor key personnel assignments for conducting a PY25 verification study for Hawaii Energy programs. Scope of work outlines should take into general consideration the verification scope of work description in RFP Section 2.3.3 and specifically for preparing a report equivalent to the published PY23 verification report - https://hawaiienergy.com/wp-content/uploads/PY23_EMV-Verification-Report.pdf. The budget should be what the Offeror would propose to complete the PY25 verification if the programs, reporting metrics and other information, as well as the approaches described in the PY23 verification report, were the same for PY25. Budget and scope should cover:

- *Developing the annual Hawaii Energy Programs' impact evaluation/verification plan.*
- *Determining, documenting and reporting the net and gross energy and demand savings for each Program Year associated with the Hawaii Energy Programs.*
- *Providing verification and due diligence of program accomplishments and benefits, and other milestones reported by the Program Administrator.*
- *All associated analyses including field work and surveys.*
- *Draft and final reports, including documentation (datasets, spreadsheets containing analyses, etc.)*
- *Presentation of the results to the TAG via a webinar.*

*In considering budgets and scope, Offerors should assume a September 1, 2026 start for this work with final report and presentation by February 28, 2030. **Offerors***

should also be aware that past verifications have had budgets on the order of \$250,000 to \$300,000 per year.

➤ Offeror Question 3: TRM Update

Provide an outline scope of work, budget, schedule and proposed prime and subcontractor key personnel assignments for updating a Hawaii TRM. Scope of work outlines should take into general consideration the TRM update scope of work description in RFP Section 2.2.3 and specifically for a TRM update based on:

- *Using the PY25 TRM as published at: <https://hawaiienergy.com/about/information-reports/>*
- *Identifying a prioritized list of measures and other elements (e.g., net to gross ratios) for review and possible updating*
- *Reviewing and updating, using secondary data, deemed savings values, factors and variables and calculations for:*
 - *Commercial LEDs (include NTG and baseline assumptions)*
 - *Commercial kitchen measures*
 - *Commercial chiller calculations (with conversion to UMP protocol, as appropriate, and use of select deemed factors/variables)*
 - *Commercial VFD calculations (with conversion to UMP protocol, as appropriate, and use of select deemed factors/variables)*
 - *Commercial occupancy sensor controls*
 - *Re/Retro-commissioning*
 - *Hotel Room Energy Management System(EMS)Controls*
 - *Residential whole house and ceiling fans*
 - *Residential solar water heating*
 - *Residential heat pump water heating*
 - *Residential window AC & VRFAC*
- *Preparing draft, for review by TAG, EEM and Commission, and final TRM updates*

➤ Offeror Question 4: Potential Studies

Describe Offeror's thoughts and consideration for conducting an energy efficiency potential study for Hawaii under two different budget scenarios: (i) \$600,000 and (2) \$800,000. Include outline scopes of work for each with indication of which key EM&V contractor team members (individuals) would be assigned to this work. Describe key differences between the lower versus the higher budget scenario. What are Offerors' thoughts on the advantages and disadvantages of these studies under the two different approaches, in the context of the objectives for such a Hawaii study (see potential study objectives indicated in RFP Section 2.2.3 of the RFP)? Please describe thoughts about conducting an energy efficiency potential study that acknowledges market and grid changes due to DERs and other market conditions (e.g., impacts of codes and standards and federal inflation reduction act funds).

➤ Offeror Question 5: Saturation studies

Describe Offeror's thoughts and consideration for conducting saturation studies for Hawaii under two different budget scenarios: (i) \$950,000 and (2) \$1,250,000. Include outline scopes of work for each with indication of which key EM&V contractor team members (individuals) would be assigned to this work. Describe key differences between the lower versus the higher budget scenario. What are Offerors' thoughts on the advantages and disadvantages of these studies under the two different approaches, in the context of the

objectives for such a Hawaii saturation study (see saturation study objectives indicated in RFP Section 2.2.3 of the RFP)? Please discuss the role of such a study or alternatives for updating the TRM and tracking energy-savings attributable to savings from PBFA type programs, with consideration of market-transformation, codes and standards, and/or spillover from the EEPS Programs.

➤ Offeror Question 6: Calibrating Potential Study to Hawaii

While the approach to the MPS will draw from baseline data specifically collected from Hawaii end use customers, there are other data used in a potential study model that may be drawn from other sources. What are offerors thoughts on calibrating the MPS to Hawaii? Please discuss how the study design, implementation and reporting will ensure that data, modeling approach and results are calibrated to the unique conditions of Hawaii, in general, and specifically to the current time period with the economy still recovering from COVID. The MPS results will be used to inform energy policy and program goals and should reflect actual market conditions as much as possible. Bidders are instructed to review the most recent Hawai'i Energy program performance and narrative to inform their response.

➤ Offeror Question 7: Adequately Capturing Feasibility and Barriers to Energy Efficiency in the Potential Study

The MPS approach includes forecasting different types of potential to systematically account for barriers including technical, economic and market. What are offerors thoughts on whether existing MPS model approaches adequately account for barriers encountered by customers such as lack of staff and uncertain economic conditions? Please discuss how the study will address market conditions especially for business customers where even very short payback periods are not sufficient to make the case for EE installations, such as accounting for staff shortages and risk aversion that might be thought of as irrational behavior in an economic model. How will the study results realistically reflect the perception of risk and hassle factor associated with participating in a program? Responses may be related to how the model approach will take these factors into account, and/or how additional research and adjustments may be made, and whether additional budget may be required to ensure that the MPS results reflect real world conditions and realistically predict program uptake.

3.7.7 Proposal Section 5: Managing Customer-Specific and Competitively Sensitive Information

The Offeror shall include a proposal for managing customer-specific and competitively sensitive information, which includes at a minimum:

- Ensures that customer-specific and competitively sensitive information is provided only to those entities that require the information as approved by the Commission;
- Requires each entity and individual receiving the information under (1), immediately above, to first sign a protective agreement prohibiting disclosure to unauthorized entities or personnel;
- Applies such standards and safeguards to all customer-specific information; and
- Includes criteria and a process for identifying and applying such standards and safeguards.

3.7.8 Proposal Section 6: 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.

3.7.8.a Description and assumptions for labor and fixed unit costs

Offerors shall provide information describing the overall assumptions and crafting of labor costs and any fixed direct costs, such as escalation rates. If the prime contractor is planning to charge a mark-up on subcontractor labor and/or material/direct costs, explain the proposed approach and why this approach is best for Hawaii. Such mark-ups are discouraged.

3.7.8.b Budget tables

Offerors are to provide one or two budget information tables as tables in Section 6 of their proposal and as electronic submittal in Microsoft Excel. Offerors must provide labor rates and mark up budget information per the indicated template (Budget Table 1) included in **Section 7: Attachment 4** and as an Microsoft Excel file. It is recommended, but optional, for Offerors to include unit costs for non-labor items (e.g., data collection, by type) in Budget Table 2.

Budget Table 1: Billing rates and fixed cost products/services

- Hourly rates for services (labor), by firm, by personnel category for prime contractor and subcontractors with rates all labor categories, specifically including rates for identified key personnel. Rates should be listed as either indicating total all-inclusive labor rates OR presenting a separate line item for General Excise Tax (GET) for calendar years: 2026, 2027, 2028 and 2029
- Indicate any prime contractor (and any subcontractor(s) as proposed) mark ups for subcontractor labor costs (if relevant) and direct/material costs. Such marks up are discouraged.
- See instructions on the budget forms and the information in **RFP Section 3.7.5.e** on identified staffing. The staffing information in Proposal Section 3 should be consistent with the information in this Proposal Section 6 (e.g., names and titles).

Budget Table 2: Fixed cost products/services

- See instructions on the budget table forms
- Offerors shall submit unit costs as “all-in” amounts. That is the proposal for a unit of data collection shall be inclusive of planning, travel, data collection, materials, data cleaning, etc., such that a unit of cost yields a unit of clean data suitable for analysis.

3.7.9 Proposal Section 7: Assumptions and Exceptions

The Offeror shall list any assumptions made and exceptions taken to the terms, conditions, specifications, or other requirements listed here. The Offeror shall

reference the relevant section of the RFP where assumptions are made or exceptions are taken, a description of the assumption made or exception taken, and the proposed alternative, if any. Any revision or exception to the work or work products requested shall also be supported by a description of the proposed benefit to the State, if considered.

Further, the Offeror must state that there are no further assumptions or exceptions related to meeting requirements of the RFP other than those enumerated in this section of the proposal. Offeror is advised that any assumptions made or exceptions taken may adversely affect Offeror's evaluation score.

3.7.10 Proposal Section 8: 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 to three pages or less.

3.8 RECEIPT AND REGISTER OF PROPOSALS

Proposals will be received, and receipt automatically verified by the State of Hawaii eProcurement system (HlePRO), 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.

3.9 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.

3.10 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF OFFERS

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

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

3.11 MISTAKES IN PROPOSALS

3.11.1 Mistakes shall not be corrected after award of contract.

- 3.11.2 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.
- 3.11.3 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.
- 3.11.4 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.
- 3.11.5 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.

SECTION FOUR EVALUATION PROCESS & CRITERIA

The evaluation of proposals received in response to this RFP will be conducted comprehensively, fairly, and impartially. Structural, quantitative scoring techniques will be utilized to maximize the objectivity of the evaluation.

4.1 EVALUATION COMMITTEE

A committee of at least three (3) State employees selected by the Commission will review and evaluate all proposals submitted by the deadline specified in this RFP. The evaluation committee will include individuals with experience in and knowledge of the Commission's duties, powers, objectives and requirements and the specific requirements set forth under HRS Chapter 269.

The evaluation committee may have the proposals (or portions of proposals) reviewed by the EEM (providing advice only), other State personnel, or Commission consultants with technical or professional experience that relates to EM&V assessment, or to a criterion or phase in the evaluation process.

All proposals will be initially reviewed for timeliness of submission, format, and completeness ("General Requirements"). The proposals that satisfy General Requirements of the RFP shall then be fully evaluated according to the proposal criteria listed in **Table 2** below. Proposals that do not meet all of the General Requirements shall be disqualified from further review or consideration unless the Procurement Officer deems that initial requirement deficiencies are minor or may be clarified and corrected without resulting in an unfair advantage to the Offeror, and it is in the best interest of the State not to reject or disallow the proposal.

Overall, the proposal shall demonstrate that the Offeror understands the issues and has the ability to meet and satisfactorily produce all contractual requirements listed in the RFP, including all contractual services. The price must be realistic given the scopes of work, and must illustrate an aggressive, competitive approach to maximizing the State's limited resources.

4.2 PHASES OF EVALUATION

The evaluation will be conducted in six (6) phases shown in the following Table:

Table 2: Phases of Evaluation of Proposals

Phase	Task
Phase 1	Evaluation of General Requirements
Phase 2	Evaluation of Proposals
Phase 3	Establishment of Priority List of Offerors
Phase 4	Optional Discussions/Presentations with Priority-listed Offerors
Phase 5	Submission of Best and Final Offers (if deemed necessary by the Commission)
Phase 6	Recommendation for Award

4.2.1 Phase 1: Evaluation of General Requirements

The evaluation of General Requirements as specified herein shall be on a “pass/no pass” basis; no points shall be assigned for these requirements.

The purpose of this phase is to determine whether an Offeror’s proposal is sufficiently responsive to the RFP to permit a complete evaluation. Each proposal will be reviewed for responsiveness. Failure to meet the General Requirements (no pass) will be grounds for deeming the proposal non-responsive to the RFP and may result in non-consideration of the proposal. Proposals meeting the General Requirements (pass) of Phase 1 will be considered in Phase 2. The General Requirements for proposal responsiveness are listed in **Section 4.3, Proposal Evaluation Criteria and Scoring.**

4.2.2 Phase 2: Evaluation of Proposals

During this phase, the evaluation committee shall conduct evaluations of the Offeror’s proposal against requirements specified in this RFP. Based on a 100-point scale, proposals must score a minimum of 70 points for further award consideration. Proposals scoring less than 70 points shall not be considered for project awards. Evaluation criteria are described below.

4.2.3 Phase 3: Establishment of Priority Listed Offerors

The evaluation committee scores for each proposal, as determined in Phase 2 – Evaluation of Proposals, shall be ranked and averaged to determine if the proposal is acceptable, potentially acceptable or unacceptable. It is anticipated that no more than three (3) acceptable or potentially acceptable proposals with the highest average ranking will be designated as the priority-listed Offerors, as set forth under HAR § 3-122-53.

4.2.4 Phase 4: Optional Discussion with Priority Listed Offerors

During the course of this phase, the Evaluation Committee may conduct discussions only with priority-listed Offerors. Proposals may be accepted without such discussions. These discussions are intended to answer any questions the evaluation committee may have regarding a priority-listed Offeror’s proposal. The content and extent of each discussion will be determined by the committee’s evaluation of the deficiencies in each proposal. The evaluation committee will not indicate to a priority-listed Offeror a price that it must meet in order to obtain further consideration nor will it advise a priority-listed Offeror of its price standing relative to another priority-listed Offeror. However, the evaluation committee may inform a priority-listed Offeror that its price is considered too high or unrealistic.

The Evaluation Committee may attempt to disclose all deficiencies noted in the priority-listed Offerors’ proposals. These deficiencies may include: proposed personnel considered to be unqualified, unrealistically low or high pricing, unrealistically low or high estimated efforts, questionable technical or management approaches, and compliance with submission format and content requests described above. The intent of the discussions is NOT to initiate a pricing or service auction, but rather to give the Offeror the opportunity to clarify or learn from proposal deficiencies as perceived by the evaluation committee.

If during the discussions there is a need for any substantial clarification or change of the RFP, the RFP shall be amended by an addendum. Such addenda to the RFP shall be distributed only to the priority-listed Offerors. The priority-listed Offerors shall be permitted to submit new proposals or amend those submitted.

4.2.5 Phase 5: Submission of Best and Final Offers (if deemed necessary by the Commission)

If deemed necessary by the Commission, the priority-listed Offerors' Best and Final Offers, if required, must be emailed to the Commission by the priority-listed Offeror no later than the date and time specified in the RFP Schedule in **Section 1:5 Schedule and Significant Dates**. If a Best and Final Offer is not submitted, the previous submittal will be construed as the Best and Final Offer.

4.2.6 Phase 6: Recommendation for Award

The evaluation committee will prepare and submit a recommendation on which Offeror should be awarded the contract for the Procurement Officer's review and approval.

4.3 PROPOSAL EVALUATION CRITERIA AND SCORING

The evaluation committee 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, including the logic of the technical approach plan, the interfacing with the Commission and the EEM, and realism of the tasks and schedules. In addition, this part of the evaluation assesses the Offeror's approach to management and control methods and tools to successfully operate as the EM&V Contractor described in its proposal.

Proposals will also be evaluated for the adequacy of the Offeror's understanding of state and federal laws, regulations, policies and procedures relating to the EM&V Contractor's responsibilities. The proposals are scored according to evaluation criteria listed in **Table 3**. The section following the table further describes each of the evaluation criteria.

Table 3: Evaluation Criteria and Scoring

Evaluation Criteria	Scoring
General Requirements	Pass/No Pass
Understanding the EM&V Contractor's Role and the needs of the Commission	10 points
Offeror Background, Organization and Staff Experience including Subcontractors	30 points
Technical Response (including overall proposed approach(es) and responses to essay questions)	30 points
Local Participation	10 points
Cost and Value	20 points
Total points possible	100 points

4.3.1 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. Proposals meeting the general requirements (pass) of Phase 1 will be considered in Phase 2.

4.3.2 Understanding the EM&V Contractor’s Role and the Commission’s Needs (10 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 EM&V Contractor’s responsibilities?
2. How well has the Offeror identified pertinent issues, potential problems, and proposed approaches?
3. Has the Offeror demonstrated that it understands the importance of timeliness and has the ability to meet the reporting deadlines to the Commission?

4.3.3 Offeror Background, Organization and Staff Experience including Subcontractors (30 points)

The Commission will evaluate the experience, performance, resources, and qualifications of the Offeror and subcontractors (if any). 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 of the EM&V Contractor.

The evaluation committee will evaluate the key management personnel and other key personnel proposed for the EM&V Contractor’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.

4.3.4 Technical Response (including overall proposed approach(es) and responses to essay questions) (30 points)

Evaluation criteria for this section will assess the Offeror’s approach to the EM&V Contractor’s responsibilities. Specifically, proposals will be evaluated against the following criteria:

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

4.3.5 Local Participation (10 points)

Offerors that engage Hawaii-based firms to participate on the team are viewed favorably, based on the percentage of work allotted to Hawaii-based firm(s) in addition to the Hawaii-based firm(s)' expertise, value and contribution to the overall team.

4.3.6 Cost and Value (20 points)

Cost and value shall be based on proposed rates for labor and fixed cost activities (e.g., data collection), markups (which are discouraged), and budget related information provided in response to essay questions. 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.

SECTION FIVE CONTRACT INFORMATION, SELECTION, & 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. The vendor will then forward a copy of the waiver to the PUC. Please see Procurement Circulars at <https://spo.hawaii.gov/references/procurement-circulars/> (2026-12 dated April 7, 2026 as of this date is the most current).

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 will 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 THE WINNING PROPOSAL

Except for confidential portions, the winning proposal shall be made available after the execution of the contract pursuant to HRS §103D-701. See the State of Hawaii’s Office of Information Practices. <https://ags.hawaii.gov/oip/>

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).

For additional information see <https://spo.hawaii.gov/procurement-wizard/manual/debrief-protest/>.

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.

For additional information see <https://spo.hawaii.gov/procurement-wizard/manual/debrief-protest/>.

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 C – 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.

6.3 CANCELLATION OF RFP AND PROPOSAL REJECTION

The State reserves the right to cancel this RFP and seek to perform the proposed scope of work through a new RFP or other means when it is determined to be in the best interest of the State, pursuant to HAR § 3-122-96.

The State also reserves the right to reject any and all proposals in whole or in part when it is determined to be in the best interest of the State, including that the State believes the proposal is excessive in price.

The State shall not be liable for any costs, expenses, loss of profits or damages whatsoever, incurred by the Offeror in the event this RFP is cancelled or a proposal is rejected.

6.4 DISQUALIFICATION OF PROPOSALS

The State reserves the right to consider acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the problems involved and the scope of work. Any proposal offering any other set of terms and conditions, or terms and conditions contradictory to those included in this RFP, may be disqualified without further notice.

An Offeror will be disqualified and the proposal automatically rejected for any one or more of the following non-exclusive reasons:

1. Proof of collusion among Offerors, in which case all proposals and Offerors involved in the collusive action will be rejected;
2. The proposal demonstrates noncompliance with applicable law;
3. The proposal is conditional, incomplete, or irregular in such a way as to make the proposal incomplete, indefinite, or ambiguous as to its meaning;
4. The proposal has any provision reserving the right to accept or reject award, or to enter into an agreement pursuant to an award, or provisions contrary to those required in the solicitation;
5. The delivery of the proposal after the deadline specified in the timetable;
6. The Offerors being in arrears on existing contracts with the State or having defaulted on previous contracts.

6.5 RIGHT TO WAIVE MINOR IRREGULARITIES

The evaluation committee reserves the right to waive minor irregularities. The evaluation committee also reserves the right to waive general requirements provided that all the otherwise responsive proposals failed to meet the general requirements and the failure to do so does not materially affect the procurement. This right is at the sole discretion of the evaluation committee.

6.6 OWNERSHIP RIGHTS AND COPYRIGHT

The State shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the Successful Offeror pursuant to the Contract, and all such material shall be considered "works made for hire." The State shall also have complete ownership of all software that is purchased under the Contract in order to support a fully operational Program.

All such material and software shall be delivered to the State upon expiration or termination of the Contract. The State, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the Successful Offeror pursuant to the Contract.

6.7 CONTRACT MODIFICATION-UNANTICIPATED AMENDMENTS

During the course of the Contract, the Contractor may be required to perform additional work that will be within the general scope of the 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.

Changes to the contract may be modified only by written document (supplemental contract or contract modification) signed by the Contracting Officer and Contractor personnel authorized to sign contracts on behalf of the Contractor. The Contractor will not commence additional work until a signed contract modification has been issued.

6.8 SUBCONTRACTING

No work or services shall be subcontracted without the prior written approval of the Procurement Officer. No subcontract shall under any circumstances relieve the Successful Offeror of its obligations and liability under this contract with the State. All persons engaged in performing the work covered by the contract shall be considered employees of the Successful Offeror.

6.9 GOVERNING LAW-COST OF LITIGATION

The validity of the Contract and any of its terms or provisions, as well as the rights and duties of the parties to the Contract, shall be governed by the laws of the State of Hawaii. Any action at law or equity to enforce or interpret the provisions of the Contract shall be brought in a state court or competent jurisdiction in Honolulu, Hawaii.

In case the State shall, without any fault on its part, be made a part to any litigation commenced by or against the Contractor in connection with this Contract, the Contractor shall pay all costs and expenses incurred by or imposed on the State, including attorneys' fees.

6.10 ADDITIONAL CONTRACT TERMS AND CONDITIONS

The Commission reserves the right to add terms and conditions during the contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluation.

6.11 CONTRACT INVALIDATION

If any provision of the Contract is found to be invalid, such invalidity will not be construed to invalidate the entire Contract.

6.12 INSPECTION & MODIFICATIONS – REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The Successful Offeror is responsible for the completion of all work set out in the Contract. All work is subject to inspection, evaluation, and approval by the Procurement Officer. The State may employ all reasonable means to ensure that the work is being performed in compliance with the Contract.

Should the Procurement Officer determine that corrections or modifications are necessary in order to accomplish its intent; the Procurement Officer may direct the Successful Offeror to make such changes.

Substantial failure of the Successful Offeror to perform the contract requirements may cause the State to terminate the Contract. In this event, the State may require the

Successful Offeror to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

6.13 NON-DISCRIMINATION

The EM&V Contractor shall comply with all applicable federal and State laws prohibiting discrimination against any person on the grounds of race, color, national origin, religion, creed, sex, age, sexual orientation, marital status, handicap, or arrest and court records in employment and any condition of employment with the EM&V Contractor or in participation in the benefits of any program or activity funded in whole or in part by the State.

6.14 WAIVER

The failure of the Commission to insist upon the strict compliance with any term, provision or condition of the Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the Commission's right to enforce the same in accordance with the Contract.

6.15 SEVERABILITY

In the event that any provision of the Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of the Contract.

6.16 TERMINATION

The Commission reserves and has the right, at any time during the term of the Contract, in its sole discretion, to terminate and cancel the Contract in the public interest or for the convenience of the State. The Successful Offeror's obligation under the Contract shall continue until the specified termination date.

6.17 DEFAULT

Pursuant to HAR § 3-125-17, if the Successful Offeror refuses or fails to perform any of the provisions of the Contract with such diligence to ensure that contract provisions are met, within any time requirements specified in the Contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of the Contract, the Procurement Officer may notify the Successful Offeror in writing of the delay or non-performance. If the delay or non-performance is not cured in ten (10) days, or any longer time specified in writing by the Procurement Officer, the Contract may be terminated in whole or in part, as applicable.

6.18 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.

6.19 SPECIAL CONDITIONS

6.19.1 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.

6.19.2 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.

- 6.19.3 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.
- 6.19.4 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.
- 6.19.5 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.
- 6.19.6 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.
- 6.20.7 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[.]”
- 6.19.8 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.
- 6.19.9 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. Compensation and Payment Schedule, Attachment-S2;
5. Time of Performance, Attachment-S3;
6. Certificate of Exemption from Civil Service, Attachment-S4;
7. Special Conditions, Attachment-S5; and
8. Independent Evaluation, Measurement, and Verification Contractor – RFP-PUC-26-08, Amendment(s) (if any); and
9. Contractor’s Proposal and BAFO (if any), Exhibit A, and Exhibit A.1, respectively.

SECTION SEVEN

EXHIBITS AND ATTACHMENTS

- Exhibit B: AG GENERAL PROVISIONS
- Exhibit C: PUC'S BILLING REQUIREMENTS AND TRAVEL GUIDELINES
- Attachment 1: OFFER FORM, OF-1
- Attachment 2: OFFER FORM, OF-2
- Attachment 3: VENDOR REFERENCE FORM
- Attachment 4: BUDGET TABLES
- Attachment 5: TERMS AND ACRONYMS