



# PUBLIC UTILITIES COMMISSION

RELEASE DATE: Friday, July 10, 2026

REQUEST FOR PROPOSALS  
No. RFP-PUC-27-03  
SEALED OFFERS  
FOR  
ADVISORY SERVICES TO DRAFT A REPORT  
THAT PROVIDES A STRATEGIC EVALUATION OF  
COSTS, UNCERTAINTIES, AND RISKS FOR  
ENERGY IN HAWAII (SECURE HI) PURSUANT TO  
SCR172 SD1 HD1.

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

SEE TABLE 1 IN SECTION 1.5 CONCERNING FILING DATE DEADLINES

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

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Jodi Endo Chai  
Procurement Officer  
State of Hawaii Public Utilities Commission

RFP-PUC-27-03

## Administrative Information

Title:	ADVISORY SERVICES TO DRAFT A REPORT THAT PROVIDES A STRATEGIC EVALUATION OF COSTS, UNCERTAINTIES, AND RISKS FOR ENERGY IN HAWAII (SECURE HI) PURSUANT TO SCR172 SD1 HD1.
Project Description	The State of Hawaii Public Utilities Commission (“PUC” or “Commission” or “Hawaii Public Utilities Commission”) is issuing this Request for Proposals (“RFP”) to select advisory services (“Offeror” or “Provider” or “Advisor”) to draft a report on SECURE HI (pronounced orally as Secure Hawaii).
Point of Contact	Hawaii Public Utilities Commission – Gerald Hew gerald.j.hew@hawaii.com
Submit proposals electronically via HI ePro	<b><u>Electronic Submission via HI ePRO</u></b>
Closing Date & Time:	<b>Monday, August 10, 2026, 2:00 pm HST, as seen in Table 1 in Section 1.5 below.</b>
Cost:	<p>State is seeking advisory services (“Offeror” or “Provider” or “Advisor”) to draft a report on SECURE HI. Proposals should include budget and cost estimates, including rates and all fees, taxes, and other costs.</p> <p>The contract budget amount will be \$450,000 including all applicable taxes for each applicable contract year (\$900,000 in total), or as further modified or determined by the Commission</p>
Term of Contract:	The contract will last 24 months from the effective date of the contract. However, it may be extended an additional 12 months pursuant to any additional agreed upon tasks between the Offeror and the Commission.

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

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

## **1.1 NOTICE TO OFFERORS**

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

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

## **1.2 CANCELLATION**

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

## **1.3 INTRODUCTION**

The Commission issues this RFP to solicit bids from qualified Advisors (“Offeror”) to draft a report that provides a strategic evaluation of costs, uncertainties, and risks for energy in Hawaii (SECURE HI, pronounced orally as “Secure Hawaii”) pursuant to SCR172 SD1 HD1 as well as tangentially address HR194 HD1 and SR163 SD1. Specifically, the Advisor should conduct a comprehensive analysis on the best paths to maximize cost reduction and minimize financial risk to Hawaii residents while meeting state goals. The Offeror’s roles and responsibilities include, but are not limited to, providing a preliminary report to the Commission two weeks in advance of legislative deadlines (December 4, 2026 for a 30-day advance release of the Legislature’s session on December 18, 2026), and providing a final report to the Commission two weeks in advance of legislative deadlines (December 4, 2027 for a 30-day advance release of the Legislature’s session on December 18, 2027). In developing the report, the Offeror must form and / or attend working group meetings consisting of various state agencies, regulators, stakeholders, and legislator members. The Offeror shall identify and analyze energy technologies, propose any applicable legislation, evaluate viable energy pathways, and deliver actionable and measurable recommendations, as fully described in RFP Section 2, *Background and Scope of Work*.

## **1.4 SUMMARY OF RFP**

### **1.4.1 Scope Summary**

The purpose of this RFP is to seek an Advisor that will draft a report on SECURE HI that will be provided to the Legislature as a preliminary report 30 days before the 2027 Legislative session and as a final report 30 days before the 2028 Legislative session. The Offeror is expected to participate in any particular working groups on behalf of the Commission, as long as the said working group is discussing the matter of an energy pathway, and the Offeror will be expected to form working groups in the absence of an existing working group. In drafting the report, the Offeror shall:

- (a) Identify existing and emerging (innovative) energy and storage technologies accessible and feasible to Hawaii, including but not limited to:
  - i. Energy Generation – Geothermal, Solar, Wind, Hydropower, Hydrogen, Biomass Energy, Ocean Energy, Nuclear;
  - ii. Energy Storage – including, but not limited to long-duration storage, pump storage, thermal storage, flow batteries; and
  - iii. Review and consider best practices from other states and jurisdictions.
- (b) Analyze existing and emerging (innovative) energy technologies and electric grid infrastructure.
- (c) Propose legislation for Hawaii that would encourage and enhance the recommended, optimal energy pathway.
- (d) Evaluate how each viable energy pathway aligns with Hawaii’s statutes and current state energy policies.
- (e) Deliver actionable and measurable recommendations for review and consideration.
- (f) Identify performance metrics to monitor implementation of the study recommendations in the final report.
- (g) Provide any proposed legislative language in the final report.

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

#### **1.4.2 Contract Term**

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

#### **1.4.3 Budget**

For this two-year contract, with an extension allowed for a third year (with no additional money, utilizing any remaining funds not already used in the first two years), the budget shall be structured on a fixed fee basis and will be treated as a not-to-exceed budget. The contract budget amount will be \$450,000 for each year (\$900,000 total) including all applicable taxes per contract year, or as further modified or determined by the Commission.

Proposals shall include budget and cost estimates, including all rates, taxes, fees, and other costs. Proposals must include all travel costs as called out by the number of travel instances that the Offer is expecting reimbursement for. Proposals must also provide a per year estimate of spending and should provide a total amount of spending for both years should the spending be different based on the year. For the purposes of travel, assume that travel may be requested up to four times a year, and up to two persons will be allowed to travel (all travel must be in line with the Commission’s travel policy, attached).

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

**1.5 SCHEDULE AND SIGNIFICANT DATES**

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

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

<b>Activity</b>	<b>Scheduled Dates*</b>
Release of Request for Proposals	July 10, 2026
Written Questions due to HI ePRO, no later than	July 24, 2026, 2:00 PM
Responses to Questions, no later than	July 31, 2026
<b>Closing Date – RFP Proposals due</b>	<b>August 10, 2026 2:00 PM HST</b>
Proposal Review Period	August 11 – August 21, 2026
Optional discussions with priority-listed Offerors*	August 24 – 28, 2026
If required, Best and Final Offers due*	September 2, 2026
<b>Bidders Notified of Award Selection on or around</b>	<b>September 4, 2026</b>
Final Contract Developed and Issued on or around	October 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 **July 24, 2026, 2:00 pm HST (Submitted via HI ePRO)***
- *All RFP proposal materials due to Hawaii PUC no later than **August 10, 2026 2:00 pm HST, (Submitted via HI ePRO).***

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

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

Questions will receive responses no later than July 31, 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.

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

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

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

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

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

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

#### **2.2.1 Purpose**

The purpose of this contract is to draft reports for the Commission in line with SCR172 SD1 HD1 that include a preliminary report and a final report that shall identify and analyze energy technologies, propose any applicable legislation, evaluate viable energy pathways, and deliver actionable and measurable recommendations. The contract shall also require hosting or participation of appropriate working groups as necessary and detailed below.

#### **2.2.2 Institutional Overview**

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

### **2.3 SCOPE OF WORK**

This section describes necessary duties of the Offeror, including the expected and possible tasks and activities included in the scope of services associated with this RFP.

### **2.3.1 Overview**

The Commission is requesting an Advisor (“Offeror”) that will facilitate or attend necessary working groups and draft necessary reporting that considers objectives stated below.

### **2.3.2 Objectives**

The Commission’s objectives for the Advisor’s activities in drafting required reporting:

- Identify existing and emerging (innovative) energy and storage technologies accessible and feasible to Hawaii, including but not limited to:
  - i. Energy Generation – Geothermal, Solar, Wind, Hydropower, Hydrogen, Biomass Energy, Ocean Energy, Nuclear;
  - ii. Energy Storage – including, but not limited to long-duration storage, pump storage, thermal storage, flow batteries; and
  - iii. Review and consider best practices from other states and jurisdictions.
- Analyze existing and emerging (innovative) energy technologies and electric grid infrastructure.
- Identify and compare costs and grid services capabilities of recent procured generation resources.
- Propose legislation for Hawaii that would encourage and enhance the recommended, optimal energy pathway.
- Evaluate how each viable energy pathway aligns with Hawaii’s statutes and current state energy policies.
- Deliver actionable and measurable recommendations for review and consideration.
- Identify performance metrics to monitor implementation of the study recommendations in the final report.
- Provide any proposed legislative language in the final report.
- Participate in active working groups or legislative briefings around energy pathways that the Commission would serve as a member.
- Facilitate regular working group meetings with engaged state agencies, regulators, stakeholders, and legislator members on a scheduled or otherwise deemed regular basis to seek feedback on the progress of report drafting.

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

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

1. Draft a preliminary report by December 4, 2026.
2. Draft a final report by December 4, 2027.
3. Participate in active working groups or legislative briefings around energy pathways on an ad hoc basis as requested by the Commission.
4. Facilitate regular working group meetings.
5. Support and defend final work products.

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

The Commission for the purposes of allowing the Advisor access to necessary data and represent the Commission in applicable working group meetings will allow current staff to provide necessary support as appropriate and agreed to by said Commission staff. This support as provided can constitute the same regulatory powers under Hawaii Revised Statutes § 269-7, 271-9, and 271G-7, under which Commission staff may request regulated utilities to make an appearance or provide assistance in the form of written material or data for inspection. These powers of oversight are to be used at the discretion of Commission staff in support of the Advisor. Any time that the Advisor meets with any regulated utilities, that regulated utility may request that Commission staff members be present for said meeting, subject to approval of the Contract Manager.

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

**TASK 1: Draft a preliminary report by December 4, 2026**

The Offeror shall provide a draft of a preliminary report by December 4, 2026 to the Commission that provides an update of activities that the Advisor has conducted, in so far as certain topics as follows have been started.

- Identify existing and emerging (innovative) energy and storage technologies accessible and feasible to Hawaii, including but not limited to:
  - i. Energy Generation – Geothermal, Solar, Wind, Hydropower, Hydrogen, Biomass Energy, Ocean Energy, Nuclear;
    - 1. Geothermal should also include ambient geothermal applications.
    - 2. Solar should also include solar concentrators and other innovative heat conduction technologies.
    - 3. Wind should also include microscale and vertical turbines.
    - 4. Hydropower should also include conversion of existing dams, even for limited peak support use, such as the Wahiawa dam or the various Nuuanu reservoirs.
    - 5. Hydrogen should also include Hydrogen byproduct production.
    - 6. Ocean Energy should also include wave, tidal, and thermal.
    - 7. Nuclear should also include thorium small modular reactors (SMRs).
  - ii. Energy Storage – including, but not limited to long-duration storage, pump storage, thermal storage, flow batteries; and
    - 1. Pump storage should also consider existing infrastructure such as a mine shaft or other decommissioned bulk storage.

- iii. Review and consider best practices from other states and jurisdictions.
- Analyze existing and emerging (innovative) energy technologies and electric grid infrastructure.
  - i. Of the current and emerging technologies identified, analyze (and juxtapose) the costs and benefits through 2055, including, but not limited to:
    - 1. Ratepayer bill impact analysis;
    - 2. Land use and permitting;
    - 3. Green House Gas emissions analysis;
    - 4. Cost and impact on existing grid infrastructure, including the need for upgrades or improvements to the electric grid, further highlighting the current infrastructure limitations of all service territories and updates / development required to achieve the goal of SECURE HI; and
    - 5. Consideration and calculation of existing and expected electric load and population migration and density.
  - ii. Identify all assumptions, modeling, and scenarios for the comprehensive study.
  - iii. Identify potential pathways to achieve the goal of SECURE HI, with expressed focus on affordability, reliability, and resiliency.
  - iv. Design the optimal portfolio mix of renewable energy generation and storage options, along with any electric grid infrastructure upgrade requirements.
- Identify and compare costs and grid services capabilities of recent procured generation resources.
- Provide draft legislative language for Hawaii that would encourage and enhance the recommended, optimal energy pathway.
- Evaluate how each viable energy pathway aligns with Hawaii’s statutes and current state energy policies.
- Deliver actionable and measurable recommendations for review and consideration.

Offeror may request Commission staff assistance in seeking necessary data to support the formation of above if such data is only held by the regulated utilities or by the Commission in its Case and Document Management System.

Timeline and Deliverables for Task 1:

- Draft report provided to the Commission by November 20, 2026.
- Presentation on the draft report to the Commission by December 1, 2026.
- Preliminary report provided to the Commission by December 7, 2026 so that the Commission can provide the report with a cover letter to the Legislature by December 19, 2026.

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

The Offeror shall provide a draft of a final report to the Commission by November 5, 2027 that provides final findings as follows:

- Identify existing and emerging (innovative) energy and storage technologies accessible and feasible to Hawaii, including but not limited to:
  - i. Energy Generation – Geothermal, Solar, Wind, Hydropower, Hydrogen, Biomass Energy, Ocean Energy, Nuclear;
    1. Geothermal should also include ambient geothermal applications.
    2. Solar should also include solar concentrators and other innovative heat conduction technologies.
    3. Wind should also include microscale and vertical turbines.
    4. Hydropower should also include conversion of existing dams, even for limited peak support use, such as the Wahiawa dam or the various Nuuanu reservoirs.
    5. Hydrogen should also include Hydrogen byproduct production.
    6. Ocean Energy should also include wave, tidal, and thermal.
    7. Nuclear should also include thorium small modular reactors (SMRs).
  - ii. Energy Storage – including, but not limited to long-duration storage, pump storage, thermal storage, flow batteries; and
    1. Pump storage should also consider existing infrastructure such as a mine shaft or other decommissioned bulk storage.
  - iii. Review and consider best practices from other states and jurisdictions.
- Analyze existing and emerging (innovative) energy technologies and electric grid infrastructure.
  - i. Of the current and emerging technologies identified, analyze (and juxtapose) the costs and benefits through 2055, including, but not limited to:
    1. Ratepayer bill impact analysis;
    2. Land use and permitting;
    3. Green House Gas emissions analysis;
    4. Cost and impact on existing grid infrastructure, including the need for upgrades or improvements to the electric grid, further highlighting the current infrastructure limitations of all service territories and updates / development required to achieve the goal of SECURE HI; and
    5. Consideration and calculation of existing and expected electric load and population migration and density.
  - ii. Identify all assumptions, modeling, and scenarios for the comprehensive study.
  - iii. Identify potential pathways to achieve the goal of SECURE HI, with expressed focus on affordability, reliability, and resiliency.
  - iv. Design the optimal portfolio mix of renewable energy generation and storage options, along with any electric grid infrastructure upgrade requirements.
- Provide draft legislative language for Hawaii that would encourage and enhance the recommended, optimal energy pathway.
- Evaluate how each viable energy pathway aligns with Hawaii’s statutes and current state energy policies.

- Deliver actionable and measurable recommendations for review and consideration.
- Identify performance metrics to monitor implementation of the study recommendations in the final report.
- Provide any proposed legislative language in the final report.

Offeror may request Commission staff assistance in seeking necessary data to support the formation of above if such data is only held by the regulated utilities or by the Commission in its Case and Document Management System, subject to approval by the Contract Manager.

Timeline and Deliverables for Task 2:

- Draft report provided to the Commission by November 5, 2027.
- Presentation on the draft report to the Commission by November 19, 2027.
- Final report provided to the Commission by December 3, 2027 so that the Commission can provide the report with a cover letter to the Legislature by December 20, 2027.

**TASK 3: Participate in active working groups or legislative briefings around energy pathways on an ad hoc basis as requested by the Commission.**

The Offeror shall participate in active working groups or legislative briefings around energy pathways that the Commission would either serve as a member on, or be requested to attend legislative briefings, upon request of the Commission. Offeror may request Commission staff assistance in seeking necessary data to support active working groups if such data is only held by the regulated utilities or by the Commission in its Case and Document Management System, subject to approval by the Contract Manager.

Timeline and deliverables for Task 3:

- Participate in active working groups upon request by the Commission.
- Participate in legislative briefings upon request by the Commission (estimated no more than once a year).

**TASK 4: Facilitate regular working group meetings**

The Offeror shall facilitate regular working group meetings with engaged state agencies, regulators, stakeholders, and legislative members on a scheduled or otherwise deemed regular basis to seek feedback on the progress of report drafting no less than quarterly. The Offeror may request Commission staff assistance for any use of the Commission’s resources including use of its hearing room or other meeting infrastructure, subject to approval by the Contract Manager.

Timeline and deliverables for Task 4:

- Host quarterly working group meetings.

**TASK 5: Support and defend final work product**

Upon completion of the final report, should a legislative briefing be held regarding the final report before December 31, 2028, the Offeror is expected to be present for any said briefing and field any applicable questions relating to the creation of said report and the selected recommendations therein.

Timeline and deliverables for Task 5:

- Show up at a legislative briefing of the Commission's choice, and actively participate.

## **2.4 TERM OF CONTRACT**

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

## **2.5 SPECIAL CONSIDERATIONS**

The Offeror must have at least 5 years of experience in public relations, government and legislative affairs, and market research.

## **2.6 CONTRACT ADMINISTRATOR**

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

For the purposes of this RFP process, Gerald Hew, Fiscal Manager, is an authorized representative. All questions should be submitted to HlePro.

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

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

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

#### **3.2 REQUIRED REVIEW**

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

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

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

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

#### **3.4 TAX LIABILITY**

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

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

### **3.5 PROPERTY OF STATE**

All proposals become the property of the State of Hawaii.

### **3.6 CONFIDENTIAL INFORMATION**

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

### **3.7 EXCEPTIONS**

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

### **3.8 PROPOSAL GUIDANCE**

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

### **3.9 PROPOSAL CONTENTS**

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

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

#### **3.9.1 Transmittal Letters**

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

### **3.9.2 Contractor Transmittal Letter**

The transmittal letter must be on the Offeror's official business letterhead and must be in the form of a standard business letter that is signed by an individual or individuals authorized to legally bind the Offeror. 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 and/or Service Provider recommendations without penalty, when they conflict with the policy, preferences or fiscal interests of the Commission, as determined by the Commission.

### **3.9.3 Subcontractors**

If subcontractor(s) will be used, append a statement to the transmittal letter from each subcontractor, signed by an individual authorized to legally bind the subcontractor and stating:

- a) The general scope of work to be performed by the subcontractor; and
- b) The subcontractor's willingness to perform for the indicated.

If the Offeror chooses to subcontract any work required by this RFP within its proposal, the Offeror is responsible for including appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Offeror and the State and to ensure that the State is indemnified against any and all claims of damage, loss, and cost (including

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

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

### **3.9.4 Table of Contents**

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

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

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

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

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

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

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

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

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

The Administrative Requirements subsection must contain information requested below.

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

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

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

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

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

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

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

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

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

Include in a table format, the following information:

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

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

The Offeror should declare any potential conflicts of interest for consideration by the Commission. A conflict of interest may include work performed for any regulated utility, any developer, consultant, or other entity with existing or past contract(s) with regulated utilities. A conflict of interest may also include any instance in which the Offeror is currently a party to any active litigation involving any regulated utility, or has threatened lawsuit against a regulated utility over the past 10 years (whether verbally or written).

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 or an adjustment to the scoring of the Offeror's bid. The committee will make this decision based on its determination of the nature of the conflicting interest, the conflict's possible impact on the Offeror's performance of the work, and the best interests of the State.

### **3.9.7.c Organization**

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

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

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

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

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

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

Service Provider assignments, with reference to the task areas defined in the Scope of Work Section, is preferred.

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

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

In addition, as stated in Special Considerations Section 2.5, the Offeror must have at least 5 years of experience in public relations, government and legislative affairs, and market research.

### **3.9.7.e References**

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

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

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

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

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

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

Offer Form 1 ("OF-1"), OF-1 is required to be completed using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable, in the appropriate space on Offer Form, OF-1 (SECTION SEVEN, Attachment 1). Failure to do so may delay proper execution of the Contract.

The Offeror's authorized signature on the Offer Form, OF-1 shall be an original signature in ink, or e-signature which shall be required before an award, if any, can be made. The submission of the proposal shall indicate Offeror's intent to be bound.

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

Pricing shall be submitted on Offer Form OF-2 (SECTION SEVEN, Attachment 2). The price shall be the all-inclusive cost, including the GET, to the State. No other costs will be honoured. Any unit prices shall be inclusive.

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

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

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

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

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

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

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

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

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

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

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

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

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

### **3.13 MISTAKES IN PROPOSALS**

3.13.1 Mistakes shall not be corrected after award of contract.

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

3.13.3 Once discussions are commenced or after best and final offers are requested, any priority-listed Offeror may freely correct any mistake by modifying or withdrawing the proposal until the time and date set for receipt of best and final offers.

3.13.4 If discussions are not held, or if the best and final offers upon which award will be made have been received, mistakes shall be corrected to the intended correct offer whenever the mistake and the intended correct offer are clearly evident on the face of the proposal, in which event the proposal may not be withdrawn.

3.13.5 If discussions are not held, or if the best and final offers upon which award will be made have been received, an Offeror alleging a material mistake of fact which makes a proposal non-responsive may be permitted to withdraw the proposal if: the mistake is clearly evident on the face of the proposal but the intended correct offer is not; or the Offeror submits evidence which clearly and convincingly demonstrates that a mistake was made.

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

#### 4 EVALUATION PROCESS AND CRITERIA

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

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

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

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

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

#### PROPOSAL EVALUATION CRITERIA AND SCORING

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

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

**Table 2: Evaluation Criteria and Weighting**

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

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

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

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

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

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

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

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

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

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

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

Should Offeror have either real or perceived conflicts of interest, any point deductions may be assessed to this provision should rejection not be pursued.

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

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

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

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

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

**Preferences:**

In accordance with HRS §103D-302 (or HRS §103D-303), the Hawaii bidder (or offeror) preference is applicable to this solicitation, for evaluation purposes only. Bidders (or offerors) desiring to qualify for the five per cent (5%) preference shall submit a completed Hawaii Bidder/Offeror Preference Certification Form (Form SPO-081) with each bid (or proposal) at or before the time set for receipt of bids (or proposals). Certifications Submitted for previous or other solicitations will not be accepted.

## **5 CONTRACTOR SELECTION AND CONTRACT AWARD**

### **5.1 EVALUATION OF PROPOSALS**

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

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

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

### **5.2 DISCUSSIONS WITH PRIORITY LISTED OFFERORS**

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

### **5.3 AWARD OF CONTRACT**

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

### **5.4 RESPONSIBILITY OF OFFERORS**

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

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

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

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

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

**Effective September 15, 2025**, the Internal Revenue Service (IRS) discontinued its participation in the Hawaii Compliance Express (HCE) program. As a result, vendors —excluding tax-exempt vendors — must directly upload their IRS Tax Compliance Report (TCR) to the HCE system. For cases when a vendor is unable to obtain their TCR from the IRS, the vendor may request a waiver for their IRS tax clearance requirement under Hawaii Revised Statutes (HRS) §103-53(a) by emailing the Director of the Hawaii Department of Taxation at [tax.directors.office@hawaii.gov](mailto:tax.directors.office@hawaii.gov). Please see Procurement Circular 2026-08. The vendor will then forward a copy of the waiver to the PUC. Please see Procurement Circulars at <https://spo.hawaii.gov/references/procurement-circulars/> (2026-12 dated April 7, 2026, Vendor Compliance in Hawaii Compliance Express (HCE) – Updated Procedures).

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

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

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

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

## **5.6 NOTICE OF AWARD**

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

## **5.7 PUBLIC EXAMINATION OF 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](mailto: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 B – PUC's Billing Requirements and Travel Guidelines.

### **5.14 CONTRACT INVALIDATION**

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

## **SECTION SIX**

### **SPECIAL PROVISIONS**

#### **6.1 OFFER GUARANTY**

A proposal security deposit is NOT required for this RFP.

#### **6.2 INDEMNITY**

The State does not indemnify parties to a contract.

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

#### **6.3 INTELLECTUAL PROPERTY RIGHTS**

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

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

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

#### **6.5. 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.**

#### **6.6. 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.

#### **6.7. 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.

#### **6.8. 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.

#### **6.9. 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.

#### **6.10. 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.

#### **6.11. 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.

#### **6.12. CONTRACT INVALIDATION**

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

#### **6.13. 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.

#### **6.14. 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.

**6.15. 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.

**6.16. 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.

**6.17. 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.

**6.18. 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.

**6.19. 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.

## **6.20 SPECIAL CONDITIONS**

6.20.1 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.

6.20.2 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.

6.20.3 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.

6.20.4 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.

6.20.5 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.

6.20.6 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[.]”

6.20.8 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.

6.20.9 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;
8. ADVISOR SERVICES TO DRAFT A REPORT THAT PROVIDES A STRATEGIC EVALUATION OF COSTS, UNCERTAINTIES, AND RISKS FOR ENERGY IN HAWAII (SECURE HI) PURSUANT TO SCR172 SD1 HD1 - RFP-PUC-27-03, Amendment(s) (if any); and
9. Contractor's Proposal and BAFO (if any), Exhibit A, and Exhibit A. 1, respectively.

## **SECTION SEVEN**

### **ATTACHMENTS AND EXHIBITS**

- Exhibit B: AG GENERAL CONDITIONS
- Exhibit C: PUC'S BILLING REQUIREMENTS AND TRAVEL GUIDELINES
- Attachment 1: Transmittal Letter / Authority to Bind, OF-1
- Attachment 2: OFFER FORM, OF-2
- Attachment 3: Hawaii Bidder/Offeror Preference Certification Form. Form SPO-081