

RELEASE DATE: December 10, 2019

**The State of Hawaii
Department of Transportation**

**Request for Proposals
Solicitation No. RFP-20-001-HWYS**

**ELECTRIC VEHICLES AND CHARGING
INFRASTRUCTURE SERVICES
State of Hawaii**

PROPOSALS ARE DUE AT 2:30 P.M., HAWAII STANDARD TIME (HST) ON

January 14, 2020

(or as amended by the State of Hawaii – Department of Transportation by an Addendum to this RFP)

BY SUBMISSION TO THE HAWAII EPROCUREMENT SYSTEM (HiEPRO)

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

ROBIN SHISHIDO, TELEPHONE
(808) 873-3538 OR E-MAIL ADDRESS robin.k.shishido@hawaii.gov.

Robin Shishido
Procurement Officer

RFP-20-001-HWYS

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RFP Administrative Information

RFP Title:	Electric Vehicles and Charging Infrastructure Services
RFP Project Description: (See Section 1.2 Purpose)	The State of Hawaii is seeking proposals to provide electric vehicles and charging infrastructure services throughout the State of Hawaii.
State Contract Administrator: (See Section 1.3 Contract Administrator)	Buyer Name – Robin Shishido Agency Name – Department of Transportation Agency Address – 650 Palapala Drive City, State, Zip – Kahului, HI 96732 Buyer email – robin.k.shishido@hawaii.gov Buyer Phone – (808) 873-3538
Submit proposals electronically via Hawaii Electronic Procurement System (HiePRO): (See Section 4.3 Electronic Submission of Proposals)	Electronic Submission hiepro.ehawaii.gov
Deadline To Receive Questions: (See Sections 1.4 Schedule and Significant Dates and 2.5 Electronic Submission of Questions)	December 24, 2019; 2:30 p.m. HST
Question & Answers: (See Sections 1.4 Schedule and Significant Dates and 2.5 Electronic Submission of Questions)	All questions, including those about Terms and Conditions, must be submitted through HiePRO. Questions must be submitted by the question deadline date.
RFP Closing Date: (See Section 1.4 Schedule and Significant Dates)	January 14, 2020
RFP Closing Time: (See Section 1.4 Schedule and Significant Dates)	2:30 p.m. HST
Term of Contract: (See Section 1.6 Period of Performance and 10.11 Contract Execution)	The term of the Contract will be ten (10) years.
<p>TAKE NOTE OF THE MANDATORY .75% (.0075) TRANSACTION FEE, CAPPED AT \$5,000, TO HAWAII INFORMATION CONSORTIUM, LLC (HIC) BASED ON ORIGINAL ESTIMATED AWARD AMOUNT FOR AWARDS MADE IN HIEPRO ONLY AND LIMITED TO THE TERM, WHICH IS TEN YEARS. (DETAILED IN SECTION 2.3 ELECTRONIC PROCUREMENT AND SECTION 3.10 PAYMENT TO HAWAII INFORMATION CONSORTIUM, LLC.)</p>	

Proposal Checklist

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

No.	Description	Reference in RFP	Completed
1	Proposal Checklist – submittal of checklist with all items checked “completed.”	Proposal Checklist	<input type="checkbox"/>
2	Completed and signed Proposal Form OF-1; NOTE: Ensure that company name submitted in HlePRO matches company name on OF-1.	Attachment A Proposal Form OF-1; Section 10.4 Proposal Preparation	<input type="checkbox"/>
3	Table of Contents	Section 4.4 Required Format and Content, Item #3	<input type="checkbox"/>
5	Evaluation Criteria #1: Management Plan Submittal, not to exceed 8 pages	Section 6: Management Plan	<input type="checkbox"/>
6	Evaluation Criteria #2: Technical Submittal, not to exceed 10 pages <ul style="list-style-type: none"> • Performance Work Statement (PWS) • Quality Control Plan (QCP) • Risk Management Plan 	Section 7: Technical Section 7.1.1 Section 7.1.2 Section 7.1.3	<input type="checkbox"/>
7	Evaluation Criteria #3: Past Performance / Experience and Innovation. <ul style="list-style-type: none"> • References: Submittal of at least two (2) government client references on Proposal Form OF-2 • Experience, not to exceed 3 pages • Innovation, not to exceed 5 pages 	Section 8: Past Performance Attachment C, Proposal Form OF-2 Section 8.2.1 Section 8.2.2 Section 8.2.3	<input type="checkbox"/>
11	Evaluation Criteria #4: Price <ul style="list-style-type: none"> • Usage rate(s) • One page (1) statement on price completeness, reasonableness and assumptions. 	Pricing; Section 9 Evaluation Criteria 4: Price	<input type="checkbox"/>
12	Confidential, Protected, or Proprietary Information Section	Section 4.4 Required Format and Content, Item #5	<input type="checkbox"/>

REQUEST FOR PROPOSALS

Electric Vehicles and Charging Infrastructure

Solicitation # RFP-20-001-HWYS

Section 1: General Information

1.1 Background

The objectives of this project is to align with Hawaii's clean energy goals including: emission reduction goals to align with the principles and goals of the Paris Agreement; a 100% renewable portfolio standard by 2045; a carbon neutral and zero emissions clean economy by 2045; and a planning goal to increase energy security and self-sufficiency through the ultimate elimination of Hawaii's dependence on imported fuels for electrical generation and ground transportation.

Hawaii's transformation to a clean energy economy will involve a significant transformation of the transportation sector, with a near-term focus on the decarbonization of ground transportation. Reducing fossil fuel consumption through the electrification of public, government fleet vehicles is a tactic directly within the State's control and is an essential step towards the decarbonization of transportation in Hawaii.

In 2009, Hawaii established a procurement policy for all state and county agencies purchasing or leasing light-duty motor vehicles to reduce dependence on petroleum for transportation energy. Electric vehicles are the listed as the highest priority choice when procuring a vehicle. However, due to budget constraints the State Departments state-wide do not have the financial capacity to replace internal combustion engine vehicles with battery electric vehicles in a timely manner, including installation of charging infrastructure.

1.2 Purpose

The Hawaii State Department of Transportation (HDOT) is issuing this performance-based Request for Proposal (RFP) for the purpose of receiving proposals to meet the project objectives found in the Statement of Objectives (SOO). The HDOT is the lead agency and other agencies have been invited to participate in this procurement through a cooperative purchasing agreement. These agencies include:

- Executive Departments/Agencies
- Department of Education
- Hawaii Health Systems Corporation
- Office of Hawaiian Affairs
- University of Hawaii
- House of Representatives
- Senate
- Judiciary
- City and County of Honolulu
- Honolulu City Council
- Honolulu Board of Water Supply
- Honolulu Authority for Rapid Transportation
- County of Hawaii
- Hawaii County Council
- County of Hawaii – Department of Water Supply
- County of Maui
- Maui County Council
- County of Maui – Department of Water Supply
- County of Kauai
- Kauai County Council
- County of Kauai – Department of Water

This RFP is designed to provide interested Offerors with sufficient information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data.

Offerors will be evaluated on experience, history, past performance, quality, and innovation to ensure an award is made that provides the best value to the State.

1.3 Contract Administrator

The HDOT is the issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is Solicitation # RFP-20-001-HWYS. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

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

Department of Transportation is:

Robin Shishido
District Engineer
State of Hawaii, Department of Transportation
650 Palapala Drive
Kahului, HI 96732
robin.k.shishido@hawaii.gov
Phone: (808) 873-3538

1.4 Schedule and Significant Dates

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

Event	Date
Solicitation Release:	December 10, 2019
Question Submittal Deadline:	December 24, 2019; 2:30 p.m.
Answers to Questions:	December 31, 2019; 2:30 p.m.
Proposal Due Date and Time:	January 14, 2020; 2:30 p.m.
Estimated Date for Discussions, if necessary	January 22 – 24, 2020
Estimated Due Date for BAFP, if necessary	January 31, 2020
Estimated Award Date:	February 14, 2020
Estimated Contract Start Date:	March 27, 2020

****NOTE:** Written Proposals shall be received through the Hawaii Electronic Procurement System (HlePRO) by 2:30 p.m. (HST) on Thursday, January 14, 2020. Proposals submitted after 2:30 p.m. on January 14, 2020 shall not be accepted.

1.5 Definitions and Acronyms

The following definitions apply to this solicitation.

BAFP means Best and Final Proposal.

Best value means the most advantageous proposal determined by evaluating and comparing all relevant criteria in addition to price so that the proposal meeting the overall combination that best serves the State is selected. These criteria may include, in addition to others, the total cost of ownership, performance history of the vendor, quality of goods, or services, or construction, delivery and proposed technical performance.

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

Construction means the process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. The term includes the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property.

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

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

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

Governmental body means any department, commission, council, board, bureau, authority, committee, institution, legislative body, agency, government corporation, or other establishment or office of the executive, legislative, or judicial branch of the State, including the office of Hawaiian affairs, and the several counties of the State.

HAR means the Hawaii Administrative Rules.

HRS means the Hawaii Revised Statutes.

Inherently Governmental Duties means those duties which shall only be performed by a government employee.

Market Research means the gathering and studying of data relating to consumer preferences and purchasing power. In relation to the procurement life cycle, Market Research means the examination of available sources of information to find available sources of supply to meet the needs of any given procurement.

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

Performance Work Statement (PWS) means a statement of work for performance-based acquisitions that describes the required results in clear, specific and objective terms with measurable outcomes.

Procurement Officer is a Contracting Officer for the State.

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

Proposer has the same meaning as Offeror.

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

Statement of Objectives (SOO) is an alternative to a government prepared Statement of Work. A SOO provides the Government's overall objectives and the offeror's required support to achieve the contractual objectives.

1.6 Period of Performance

This contract has a performance period of ten (10) years.

1.7 Contract Type

This is a Indefinite-Quantity contract based on a service to be provided on an as-required basis with no minimum amount of services required.

Section 2: Solicitation Information

2.1 Governing Laws and Regulations

This procurement is conducted by the Department of Transportation, in accordance with the Hawaii State Procurement Code. Information about the State Procurement Office and its governing laws are available at <http://spo.hawaii.gov/>.

This procurement shall be governed by the regulations and laws of the State of Hawaii. Venue for any administrative or judicial action relating to this procurement, evaluation, and award shall be in the State of Hawaii.

2.2 Overview of State of Hawaii Procurement Process

- 2.2.1** The RFP is issued pursuant to Subchapter 6 of HAR chapter 3-122, implementing HRS §103D-303 on competitive sealed proposals.
- 2.2.2** The RFP will be issued through HlePRO. Written questions regarding the RFP are submitted through HlePRO. Responses to questions are issued by Addendum through HlePRO. Changes to the RFP are issued by Addendum through HlePRO.
- 2.2.3** The RFP will be evaluated and awarded as described in Section 5 Evaluation and Award.
- 2.2.4** Proposals shall be received through HlePRO. Offeror's proposal shall be available for public inspection after posting of award, except for portions of the proposal that the Offeror has labeled confidential and/or proprietary pursuant to HAR §3-122-58.
- 2.2.5** The Procurement Officer, or an evaluation committee shall evaluate the proposals in accordance with Section 5.7 Evaluation Criteria.
- 2.2.6** Proposals may be accepted on evaluation without discussion. If deemed necessary, prior to entering into discussions, a "priority list" of responsible Offerors submitting acceptable and potentially acceptable proposals shall be generated. The priority list may be limited to a minimum of three (3) responsible Offerors who submitted the highest-ranked proposals. The objective of these discussions is to clarify issues regarding the Offeror's proposal before the Best and Final Proposal (BAFP) is tendered.
- 2.2.7** If the State determines a BAFP is necessary, it shall request one from the Priority-listed Offeror(s). The Priority-listed Offeror shall submit its BAFP through HlePRO.
- 2.2.8** If during discussions there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate such

clarification or change. Addenda to the RFP shall be distributed only to priority-listed offerors.

2.2.9 The date and time for Priority-listed Offerors to submit their BAFP, if any, is indicated in Section 1.5 Schedule and Significant Dates.

2.2.10 After receipt and evaluation of the BAFFs in accordance with 5.7 Evaluation Criteria, the Procurement Officer may have additional discussions after receiving approval by the Chief Procurement Officer or Head of the Purchasing Agency or a designee from either officer above the level of Procurement Officer to conduct additional discussions or change the RFP distributed to the Priority-Listed Offerors to allow a second BAFP. If Priority-listed Offeror does not submit a notice of withdrawal or a BAFP, the Priority-listed Offeror's immediate previous bid shall be construed as its BAFP. Award, if any shall be made to the Offeror whose proposal is determined to be the most advantageous to the State taking into consideration price and the evaluation factors set forth in the RFP.

2.2.11 The contents of any proposal shall not be disclosed during the review, evaluation, or discussion process. Once the notice of award is made, all proposals, successful and unsuccessful, become available for public inspection. Those sections that the Offeror and the State agree are confidential and/or proprietary should be identified by the Offerors and shall be excluded from public access.

If a person is denied access to a State procurement record, the person may appeal the denial to the office of information practices in accordance with HRS §92F-42(12).

2.2.12 The RFP, any addenda issued, and the successful Offeror's proposal shall become a part of the contract. All proposals shall become the property of the State of Hawaii.

2.3 Electronic Procurement

2.3.1 The State has established the Hawaii State eProcurement (HlePRO) System to promote an open and transparent system for vendors to compete for state contracts electronically. Offerors interested in responding to this solicitation must be registered on HlePRO. Registration information is available at the State Procurement Office (SPO) website: <http://spo.hawaii.gov/HlePRO>, then select HlePRO Vendor Registration Guide.

2.3.2 The State will use HlePRO to issue the RFP, receive Proposals, and issue Addenda to the RFP. Addenda and the other information and materials shall be provided by the State through HlePRO, including additions or changes with respect to the dates in Section 1.4 Schedule and Significant Dates. The State

shall not be responsible for any person's or entity's failure to do so for any reason. The State is not responsible for any delay or failure of any Offeror to receive any materials updated through the RFP Process on a timely basis.

2.3.3 As part of this procurement process, Offerors are informed that awards made for this solicitation, if any, shall be done through the HlePRO and shall therefore be subject to a mandatory .75% (.0075) transaction fee, not to exceed \$5,000 per Contractor for contract term, which is ten (10) years. The mandatory fee (.75%) is applicable for awards to Hawaii government agencies only, calculated on a quarterly basis for the term, which is ten (10) years. This transaction fee shall be based on the total sales made against this contract, payable to HIC, the vendor administering HlePRO. Refer to the Section 3.10 Payment to Hawaii Information Consortium, LLC (HIC).

2.3.4 HlePRO Special Instructions. Offeror shall review all special instructions located in HlePRO. Offerors are responsible for ensuring that all necessary files are attached to their proposal prior to the proposal deadline.

Offerors are advised that they should not wait until the last minute to submit their proposal on HlePRO. Offerors should allow ample time to review their submitted proposal, including attachments, prior to the proposal deadline.

2.4 RFP Addenda

The State reserves the right to amend this RFP at any time prior to the closing date for best and final proposals. All addenda issued shall be incorporated into the resulting contract.

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

The State accepts no responsibility for a prospective Offeror not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective Offeror to monitor the Hawaii State eProcurement System (HlePRO) to obtain RFP addenda or other information relating to the RFP.

2.5 Electronic Submission of Questions

All questions must be submitted through Hawaii State eProcurement System (HlePRO). Questions must be submitted by the question deadline date and time shown in Section 1.4 Schedule and Significant Dates. Answers will be given via the Hawaii State eProcurement System (HlePRO) site as noted in Section 1.4 Schedule and Significant Dates.

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

identifying potential Offerors.

The State, at its sole discretion, may omit questions which may be combined or paraphrase questions and background content for clarity.

The State may refuse to answer any questions received after the Question/Answer deadline.

2.6 Proposal Due Date

Proposals must be received by the posted closing date and time as described in Section 1.4 Schedule and Significant Dates of this RFP.

2.7 Cancellation of Procurement and Proposal Rejection

The State reserves the right to cancel this RFP and to reject any and all proposals in whole or in part, and waive any defects without any liability to the State, when it is determined to be in the best interest of the State.

2.8 Firm Proposals

Responses to this RFP will be considered firm for (180) days after the proposal due date.

2.9 Right to Accept All or Portion of Proposal

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

2.10 Ownership or Disposition of Proposals and Other Materials Submitted

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

2.11 Additional Information

The Offeror shall provide additional information regarding aspects of an Offeror's Proposal within five (5) business days of the State's request, unless the State specifies another period. As noted, each Offeror shall submit only one Proposal. If an Offeror submits more than one Proposal, then the State reserves the right to reject and or dismiss the Offeror from the RFP Process.

Section 3: Requirements

3.1 Mandatory Minimum Administrative Proposal Requirements

This section contains the minimum requirements that must be met to be considered for the evaluation phase. All items described in this section are non-negotiable. All Offerors must state willingness and demonstrate ability to satisfy these requirements in the proposal submitted for consideration.

3.2 Statement of Objectives (SOO)

Performance-based acquisition means structuring all aspects of an acquisition around the purpose of the work to be performed with the contract requirements set forth in clear, specific, and objective terms with measurable outcomes as opposed to either the manner by which the work is to be performed or broad and imprecise statements of work. The SOO is identified below as Section 3.2.1 Program Objectives and Section 3.2.2 Required Terms and the offerors are requested to propose solutions in the form of a Performance Work Statement (PWS) and Quality Control Plan (QCP). In addition, the offerors are asked to identify performance measures (based on their industry best practices), which identify how their solutions will meet the agency's stated objectives. After best-value evaluation and award, the offeror-developed PWS goes into effect as the management plan and performance measures become part of the final contract.

3.2.1 Program Objectives

The State of Hawaii is requesting proposals from qualified and reputable vendors who are experienced in providing services, infrastructure and assets on a user fee basis. The State of Hawaii will receive proposals specifying the terms upon which a proposer will provide a user fee based program for battery electric vehicles and charging infrastructure. At this time the State is looking for services as described in Exhibit 3. As technology and advancements in battery electric vehicles and charging infrastructure progress, the State reserves the right to request for additional services.

3.2.2 Required Terms

The State of Hawaii is looking for a Offeror with the depth, breadth and quality of resources necessary to reliably procure, install and maintain assets the State may use on an as-needed basis with a well-defined, transparent rate structure in an agreement that imposes minimized risks and obligations. Each service will be governed by a separately negotiated Service Addendum incorporating the terms advanced in the Offeror's response to this Request for Proposals.

Services contracted for under this Request for Proposals and resulting Service Addenda must not be deemed as leases under the current or proposed

Government Account Standards Board standards to ensure no impact on the State's current or future financials, financing covenants or bond capacities. Under no circumstances should it be viewed that the successful Offeror is providing financing which the State is using to facilitate asset ownership versus asset usage.

For each Service Addendum, the State may be able to purchase any of the assets at any time, free and clear of all obligations for the fair market value thereof as agreed upon between the Offeror and State. The State may also be able to terminate a Service Addendum at any time and return the installed assets without any cancellation charges, fees, penalties or liability for any future expected usage or Offeror losses.

The Offeror must represent the service in a Service Addendum will be appropriately maintained, upgraded, insured, and effectively performing during no less than ten years. If the Offeror terminates for convenience or by material default, the State shall have the option of purchasing any of the installed assets "AS IS" and without further obligation for \$1.00 or the fair market value thereof as agreed upon between the Offeror and State

Services proposed within Services Addenda must incorporate a usage charge structure and approach to define fees and fee basis associated with services delivered by the Offeror on a monthly basis. Usage fee rates and unit basis will be at the preference of the Offeror but shall be designated on a per individual service item basis. Monthly usage rate structures similar to those found when contracting with electric, gas and water utilities and have cloud-based metering and performance measurements are contemplated.

The State will not guarantee nor represent that usage of a service provided by a Service Addendum will repay any or all of the costs the Offeror incurs in making such service available to the State.

The successful respondent must show the capability to review the State's needs as well as to consult with it to help it ascertain the State's options for the service being provided, usage charges and the likely costs to the State over the life of the assets. Offeror must demonstrate the ability to efficiently acquire, install and maintain assets without involvement beyond oversight and coordination by the State.

3.3 State Terms and Conditions

General Provisions for Goods and Services, as provided by Exhibit 1, State of Hawaii AG General Conditions, Form AG-008, 103D General Conditions, as provided by Exhibit 2 and Electric Vehicle and Charging Infrastructure Requirements, as provided by Exhibit 3; all exhibits of which are attached hereto and incorporated herein by reference, shall apply to this solicitation. Offeror shall indicate in their Proposal that they have read and understand the requirements shown in the State Terms and Conditions by signing and submitting Attachment A Proposal Form, OF-01.

3.4 Contractor Responsibility for Subcontractors

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

3.5 Removal of Subcontractors

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

3.6 Additional Contractor Requirements

Each Contractor shall:

1. Adhere to its Contract with the State;
2. Provide all labor, materials and equipment necessary to meet the RFP Requirements;
3. Communicate contract requirements to its Subcontractors' personnel and direct and coordinate project activities to ensure that the services progress efficiently and are completed on schedule;
4. Ensure that all its and its Subcontractors' employees can communicate effectively with State employees;
5. Ensure that it is current with all payments and registration fees and similar financial obligations owed to the State during the term of its Contract with the State;

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

3.7 Payment

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

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

Payments to the Contractor will be made by purchase order for each Service Addendum.

3.8 Payment to Hawaii Information Consortium, LLC (HIC)

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

3.9 Termination for Non-Performance

Refer to Section 13 of Exhibit 2, 103D General Conditions, Form AG-008.

3.10 Services – Purchasing Entity Furnished Materials

Information - The Purchasing Entity may provide information, material and forms unique to the Purchasing Entity for supporting the task. All Purchasing Entity unique information related to a requirement, which is necessary for Contractor performance, may be made available to the Contractor. The Purchasing Entity will identify the point of contact for identification of any required information to be supplied by the Purchasing Entity.

Confidentiality – Contractor acknowledges that it and its employees or agents may, in the course of supporting the task, be exposed to or acquire information that is confidential to the Purchasing Entity. Any and all information of any form supplied to the contractor shall be safeguarded, not shared with others, and shall be kept confidential.

3.11 Travel

Travel expenses shall not be generally authorized for this contract unless specifically allowed in writing prior to travel by the Procurement Officer (PO). Communication shall be conducted electronically and/or by teleconference. Should travel become necessary later in the contract, the Contractor shall be responsible for making travel arrangements and travel costs shall be considered reasonable and allowable only to the extent that they do not exceed, on a daily basis, the maximum State per diem rates in effect at the time of the travel.

If the additional expenses are not justified and approved by the PO, the Contractor will be responsible for paying the difference.

3.12 Quality Control

The Contractor shall provide quality services/products and management oversight of all processes. The Contractor shall provide accurate data/reports and meet deliverables, with emphasis on overall success and positive impact to the report of its findings and recommendation as a result of the comprehensive analysis and review of the Hawaii's procurement laws in comparison to federal procurement laws. The Contractor shall provide for the management and support of personnel, to include guidance and supervision of qualified personnel to accomplish the objectives of this contract.

Section 4: Instruction to Offerors – Proposal Submission

4.1 Proposal Structure and Labeling

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

4.2 Proposal Submission Instructions

Proposals must be received by 2:30 p.m. Hawaii standard time on January 14, 2020 through the Hawaii Electronic Procurement System (HlePRO). Hard copies will not be accepted.

4.3 Electronic Submission of Proposals

Proposals shall be submitted and received electronically through HlePRO by the date and time listed in Section 1.4 Schedule and Significant Dates. This electronically submitted proposal shall be considered the original. Any proposals received outside of the HlePRO, including faxed or e-mailed bids, shall not be accepted or considered for award. Any proposal received after the due date and time shall be rejected. (See Section 2.3 Electronic Procurement for further information.) **The maximum file size that HlePRO can accept is 100MB. Files larger than 100MB must be reduced into two or more files.**

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

4.4 Required Format and Content

All Proposals must be submitted in the following format. Detailed information on submitting each of these sections is contained in later sections of this RFP. Proposal shall be submitted in size 12 Arial font or equivalent, excluding charts, tables and graphs.

1. **Proposal Checklist.** Complete and submit all items noted on the **Proposal Checklist**.
2. **Proposal Form, OF-1.** Offeror shall complete and sign OF-1 **Proposal Form**. See Special Provisions 10.4 Proposal Preparation.
3. **Table of Contents.** A Table of Contents must be included with each proposal. All major parts of the proposal shall be identified by referencing page number.

4. Evaluation Criteria Submittals (Refer to Section 5 through 9).

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

- a. Management Plan – See Section 6. Management team and approach.
- b. Technical – See Section 7.
 - (i) Performance Work Statement (PWS) technical solution to meet the SOO; quality of solution and methodology for approaching the solution; understanding the requirement, and quality of the solution shall be evaluated.
 - (ii) Quality Control Plan: to detail the quality methodology the contractor will use and the performance metrics associated with achieving quality control.
 - (iii) Risk Management Plan: Plan adequately identifies risks, proposes and adequate process for dealing with the risks, and provides adequate risk mitigation strategies.
- c. Past Performance/Experience/Innovation – See Section 8. How well the contractor has performed and what the contractor has done – based on relevancy and recency as well as References and Experience. Innovations the contractor proposes to meet the objectives of the SOO.
 - (i) **References. Attachment C, OF-2 References.** Offerors shall complete OF-2 Proposal Form. See Section 8.2.1 References.
 - (ii) Submittal for Experience is limited to three (3) pages, not including references stated above.
- d. Price - See Section 9. Offeror shall submit a pricing sheet in terms of usage rate(s). Cost shall be evaluated against a price formula, and for Completeness, Reasonableness, and Realism. Cost submitted is for evaluation purposes only.

5. **Confidential, Protected or Proprietary Information.** All confidential, protected or proprietary information must be included in this section of proposal response. If Offeror believes that any portion of its proposal, specification, protest, or correspondence contains information that should be withheld as confidential, then the Procurement Officer should be so advised in writing and shall be furnished with justification for confidential status. Price is not considered confidential and shall not be withheld.

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

Section 5: Evaluation and Award

5.1 Evaluation of Proposals

The Procurement Officer of the State of Hawaii Department of Transportation, or an evaluation committee of at least three (3) qualified State employees shall evaluate proposals for the Contract. The evaluation will be based solely on Section 5.7 Evaluation Criteria and the process described in this section.

5.2 Initial Review and Award without Discussions

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

The State reserves the right to award on receipt of initial proposals without an opportunity for discussion or proposal revision, so Offerors are encouraged to submit their most favorable proposal at the time established for receipt of proposals.

5.3 Discussion with Priority-Listed Offerors

It is the HDOT's intent to award a contract without discussions. However, the HDOT reserves the right to enter into discussions with Priority-listed Offerors, as indicated below.

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

If numerous acceptable and potentially acceptable proposals have been submitted, the procurement officer or the evaluation committee may rank the proposals and limit the priority list to at least three responsible offerors who submitted the highest-ranked proposals.

The State may invite Priority-listed Offerors to discuss their proposals to promote understanding of the State's requirements and Priority-listed Offeror's proposal and facilitate arriving at a contract that will provide the best value to the State, taking into consideration the evaluation factors set forth in the RFP. The State in its sole discretion, shall schedule the time and location for these discussions, generally within the timeframe indicated in Section 1.4 Schedule and Significant Dates. The State may also conduct discussions with priority listed Offerors to clarify issues regarding the proposals before requesting Best and Final Proposals, if necessary.

Priority-listed Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. Any substantial oral clarification of a proposal shall be reduced to writing by the priority-listed offeror. If during discussions there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate the clarification or change.

Addenda to the request for proposals shall be distributed only to Priority-listed Offerors. The Priority-listed Offerors shall be permitted to submit new proposals or to amend those submitted. If in the opinion of the procurement officer or the evaluation committee, a contemplated amendment will significantly change the nature of the procurement, the RFP shall be canceled and a new RFP issued.

In conducting discussions, there shall be no disclosure of contents of any proposal submitted by competing Offerors.

5.4 Best and Final Proposals

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

The BAFFPs will be evaluated by the State taking into consideration the Evaluation Criteria set forth in Section 5.7 Evaluation Criteria.

5.5 Award of Contract

Award shall be made to the responsible Offeror whose proposal is determined the most advantageous and deemed the best value for the State of Hawaii, taking into consideration the evaluation factors set forth in this request for proposals.

5.6 Responsibility of Offeror

Pursuant to HRS §103D-310(c), the selected Offeror shall at the time of award be compliant with all laws governing entities doing business in the State of Hawaii. See Special Provisions 10.2 Responsibility of Offerors.

5.7 Evaluation Criteria

The following criteria shall be used in evaluating the Offerors:

Table 1 - Evaluation Criteria

Evaluation Category	Evaluation Subcategory	Point Breakdown	Points Possible
Evaluation Criteria 1: Management Plan	Management Approach	25	
	Management Team	25	
	Certification of Non-Debarment	10	
	Subtotal		60
Evaluation Criteria 2: Technical	Performance Work Statement (PWS) to include: <ul style="list-style-type: none"> • Methodology for approaching the solution • Understanding the requirement • Quality of the solution 	100	
	Quality Control Plan to include: <ul style="list-style-type: none"> • Performance measures / metrics 	20	
	Risk Management Plan: <ul style="list-style-type: none"> • Plan adequately identifies risks, proposes and adequate process for dealing with the risks, and provides adequate risk mitigation strategies 	20	
	Subtotal		140
Evaluation Criteria 3: Past Performance, Experience and Innovation	Past Performance	20	
	Experience	30	
	Innovation	20	
	Subtotal		70
Evaluation Criteria 4: Price	Price	20	
	Completeness and Reasonableness	10	
	Subtotal		30
Total Possible Points			300

5.8 Scoring Process

The Procurement Officer, or an evaluation committee shall score proposals by reviewing the narrative for each of the evaluation criteria above.

The Procurement Officer, or an evaluation committee shall use a rating of 0 to 5 for each evaluation criteria. Rating is defined as follows:

- 0- **No confidence.** Extreme doubt exists that the Offeror can successfully perform the required effort. The levels of insight and participation afforded the State are such that regardless of State intervention/oversight, successful performance is doubtful. The Proposal fails to address the criterion or cannot be assessed due to missing or incomplete information. Offeror has not demonstrated sufficient knowledge of the subject matter or has grossly failed to explain how requirement(s) is met.
- 1- **Little Confidence.** Doubt exists that the Offeror can successfully perform the required effort. The levels of insight and participation afforded the State are such that substantial State intervention/oversight will be required to achieve the proposed levels of performance. The criterion is inadequately addressed, Offeror demonstrates only slight ability to comply, or there are serious inherent weaknesses.
- 2- **Confidence.** The Offeror can successfully perform the required effort. The levels of insight and participation afforded the State are such that some State intervention/oversight may be required to achieve the proposed levels of performance. The Proposal broadly addresses the criterion, but there are significant weaknesses. May have one or more deficiencies, or Offeror has not adequately explained how its services fit the requirement.
- 3- **Significant Confidence.** Evaluated with a certainty that the Offeror can successfully perform the required effort. The levels of insight and participation afforded the State are such that that little or no State intervention/oversight is expected to be required to achieve the proposed levels of performance. The Proposal addresses the criterion well; meets the requirement. Demonstrates knowledge and understanding of the subject matter, with no deficiencies noted regarding technical approach.
- 4- **High Confidence.** Evaluated that virtually no doubt exists that the Offeror can successfully perform the required effort. The levels of insight and participation afforded the State are such that that little or no State intervention and no State oversight is expected to be required to achieve the proposed levels of performance. The Proposal addresses the criterion very well, highly comprehensive. No deficiencies noted.
- 5- **Excellent.** The Proposal successfully addresses all relevant aspects of the criterion. Excellent reply that goes beyond the requirements listed in the RFP to provide added value. In addition, the response may cover areas not originally addressed within the RFP and/or include additional information and recommendations that would prove both valuable and beneficial to the agency.

The response includes a full, clear, detailed explanation of how requirement(s) are met. No errors in technical writing.

The rating for each evaluation criteria shown in Table 1, shall be converted based on the following formula:

Rate Achieved			
Total Rating Achievable	X	Points Possible For that Criteria	= Points

Price will be scored based on the points to conversion as well as for completeness, reasonableness and realism as explained in Section 9 Evaluation Criteria 4: Price.

The highest scored responsible Offeror shall receive an award.

5.9 Notice of Award

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

5.10 Debriefing

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

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

A protest by the requestor following a debriefing, shall be filed within five (5) working days, as specified in HAR §103D-303(h). See Special Provisions Section 10.9 Protest Procedures for submitting a protest.

Section 6: Evaluation Criteria 1: Management Plan

6.1 Management Plan Submittal

This section contains requirements pertaining to the management plan, team, and approach relating to this RFP. Offeror shall submit a narrative of a maximum eight (8) pages. Submittal font size shall be size 12 Arial font or equivalent. Submittal shall explain how it will meet the needs and coverage of the program objectives.

6.2 Management Plan

6.2.1 Management Approach

A detailed narrative, not to exceed three (3) pages, shall explain how the Offeror will meet the needs and coverage for the scope of this RFP. The management portion of the proposal must include, at a minimum:

1. Understanding of the State's requirements;
2. An overview of the proposed project approach, highlighting specific management considerations;
3. Primary features and benefits of the Offeror's proposed solution;
4. Resources and expertise necessary to provide support for the requirements.

6.2.2 Management Team

The State will evaluate the proposed staffing team for those technical and management positions the Offeror considers essential to the successful performance of the contract. Submittal section not to exceed five (5) pages. The State will evaluate whether the proposed team qualifications and suitability in relation to the work for which they are proposed to perform and areas of responsibility. Provide the following information specific to each member of the Management Team:

- a. Title or position;
- b. Description of duties and responsibilities (include the functions overseen and daily activities where appropriate);
- c. List previous industry and related experience (include past employers, positions, duties, and responsibilities);
- d. List notable accomplishments (include successful projects, new product introduction, honors, awards, and so on);
- e. Education (certifications, degrees, and so on);

f. Optional Photo.

The qualifications and suitability of the individual key personnel will be evaluated on the following:

1. Education. The key personnel will be evaluated on their education, training, certifications, experience, and/or license(s). Experience, in lieu of education, may be considered.
2. Experience. The key personnel will be evaluated on their relevant experience in performing work similar in scope, size, and complexity for each position.
3. Record of past successes and accomplishments. The key personnel will be evaluated on their record of past successes, including leadership and other accomplishments, as demonstrated through the resumé information and reference checks.

6.3 Responsible Offeror: Certification of Non-Debarment

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

List any lawsuits that have been filed against it in the past three (3) years, with a brief description of the nature and status of these lawsuits. Explain how the Offeror is financially stable.

Section 7: Evaluation Criteria 2: Technical

7.1 Technical Submittal

This section contains requirements pertaining to the Offeror's technical solution and offering. Offeror shall explain the Offeror's plan for the RFP's requirements, amount of key personnel allocated, the methodology toward implementing and tracking the success of deliverables including milestones. The submittal shall not exceed a maximum of ten (10) pages and shall be submitted in Arial font size 12 or equivalent. The Technical submittal shall include the following three document submittals:

7.1.1 Performance Work Statement (PWS)

The Offeror shall submit a Performance Work Statement (PWS) summarizing the work that needs to be done against the stated SOO. Include at least the following sections for an acquisition: scope; applicable documents; performance requirements/tasks; and contractor quality assurance.

7.1.2 Quality Control Plan (QCP)

The Offeror shall include a Quality Control Plan (QCP) in the PWS to include performance measures and metrics to ensure it delivers high-quality services and statements that are substantiated by confirmed evidential, referenced facts.

7.1.3 Risk Management Plan

The Offeror shall include a Risk Management Plan in the PWS, which adequately identifies, analyzes, and manages risks, proposes and adequate process for dealing with the risks, and provides adequate risk mitigation strategies.

Section 8: Evaluation Criteria 3: Past Performance/Experience and Innovation

8.1 Past Performance/Experience and Innovation Submittal

This section contains requirements pertaining to past performance, past experience and innovative solutions. Offeror shall submit a narrative of a maximum of eight (8) pages, not including references (see section 8.2.1). Submittal font size shall be size 12 Arial font or equivalent.

8.2 Past Performance

8.2.1. References

The Offeror shall complete Attachment C Proposal Form, OF-2 References, with the names and contact information of customer references for at least two (2) government or similar agencies that received similar services and shall submit Proposal Form OF-2 with the initial proposal.

The State reserves the right to conduct reference checks beyond those provided by references.

The results of the reference checks will be reflected in the evaluation score for this criterion. Full points will not be awarded without confirmation of services from at least two (2) listed customers. Offerors are encouraged to notify references with due notice.

8.2.2. Past Experience

Explanation of recency and relevancy of experience in this area. The submittal shall not exceed a maximum of three (3) pages and shall be submitted in Arial font size 12 or equivalent

8.2.2.1 Past Performance Relevancy and Recency Ratings

The State will evaluate the Offeror's demonstrated record of contract performance in supplying services that meet the State's needs, including price and schedule. The recency and relevancy of the information, the source of the information, context of the data and general trends in the Contractor's performance will be considered. More recent and more relevant performance usually has a greater impact in the confidence assessment than less recent and less relevant performance. The State will perform an independent determination of relevancy of the data provided or obtained. A relevancy determination will be made in addition to the reference responses received. The State is not bound by the Offeror's opinion of relevancy. The following relevancy criteria apply and

will be assigned to each effort identified in the Offeror’s proposal on past performance.

PAST PERFORMANCE RELEVANCY RATING	
Rating	Definition
Very Relevant	Present/past performance effort involved essentially the same performance and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar performance and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the performance and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the performance and magnitude of effort and complexities this solicitation requires.
Unknown Relevancy	No performance record identifiable. This is a <u>neutral rating</u> , it neither hinders or helps the Offeror.

For the purpose of this evaluation, recency is defined as active or completed efforts performed within the past six (6) years from the closing date of this solicitation. The more recent the effort the higher Recency score it will receive, as follows:

PAST PERFORMANCE RECENCY RATING	
Rating	Definition
Very Recent	Completion of a service project within the last one (1) to three (3) years
Recent	Completion of a service project within the last four (4) to six (6) years
Not Recent	Completion of a service project done more than six (6) years prior

8.2.3. Innovation

The Offeror shall include innovative solutions to meeting the program objectives. This may include charging solutions in locations where electrical capacity is not readily available, costly upgrades are required or periods of extended power outages due natural events.

Section 9: Evaluation Criteria 4: Price

9.1 Price Evaluation

The Offeror's price proposal for the example given below is worth 10% of the total points, which is 300. The price will be used for evaluation purposes only. The Offeror's price proposal shall be submitted through HlePRO. Prices shall be evaluated for Completeness, Reasonableness, and Realism of price. The State may use any or all price analysis techniques and procedures to determine price reasonableness.

9.1.1 Price Formula

In converting price to points, pursuant to HAR §3-122-52 the Lowest Total Price will automatically receive the maximum number of points allocated to cost shown in Table 1. The point allocations for price on the other Proposals for each service category will be determined through the method set out in the following formula: $[\text{Lowest Total Price multiplied by maximum points} \div [\text{Offeror's Proposed Price}]] = \text{Price Points Awarded}$.

9.1.2 Pricing Example

The State Department of Transportation, Highways Division requires the services of a qualified contractor to provide the following:

- Twenty (20) battery electric vehicles with five (5) level 2 charging stations on the Island of Oahu.
- Fifteen (15) battery electric vehicles with three (3) level 2 charging stations on the Island of Maui.
- Five (5) battery electric vehicles with two (2) level 2 charging stations on the Island of Oahu.
- Three (3) battery electric vehicles with two (2) level 2 charging stations on the Island of Oahu.

Battery electric vehicles and charging stations shall meet the requirements in Exhibit 3. Each battery electric vehicle will be driven 6,000 miles per year. The period of performance shall be for ten (10) years. Offeror must submit all costs in terms of usage rates on a monthly basis. The annual cost for the example will be used in the evaluation. Offeror to list all other assumptions.

Section 10: Special Provisions

10.1 Scope

The Proposal shall be in accordance with this RFP solicitation, including the Special Provisions in this section, the Performance Work Statement specified herein, the SPO General Provisions, dated 7/2017 or as amended, and the Attorney General (AG) General Conditions, Form AG-008 or as amended.

10.2 Responsibility of Offerors

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

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

10.2.1 Vendor Compliance - Hawaii Compliance Express (HCE)

Vendors shall use the HCE, which is an electronic system that allows vendors/Contractors/service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation, Federal Internal Revenue Service; Department of Labor and Industrial Relations, and Department of Commerce and Consumer Affairs.

10.2.2 Timely Registration on HCE

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

10.2.3 Verification of Compliance on the HCE

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

10.3 Required Review

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

Should the Offeror find defects and questionable or objectionable items in the RFP, the Offeror shall notify the State in writing prior to the deadline for written questions as stated in the Section 1.4 Schedule and Significant Dates, as amended. This will allow the issuance of any necessary corrections and/or amendments to the RFP by addendum, and mitigate reliance on a defective solicitation and exposure of proposal(s) upon which award could not be made.

10.4 Proposal Preparation

10.4.1 Proposal Form OF-1

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

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

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

10.4.2 Proposal Guaranty

An proposal guaranty is NOT required for this RFP.

10.4.3 Tax Liability

Work to be performed under this solicitation is a business activity taxable

under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Offerors are advised that they are liable for the Hawaii GET at the current 4.5% for sales made on Oahu, and at the 4% rate for the islands of Hawaii, Maui, Molokai, Lanai and Kauai. If, however, an Offeror is a person exempt by the HRS from paying the GET and, therefore, not liable for the taxes on this solicitation, the Offeror shall state its tax-exempt status and cite the HRS chapter or section allowing the exemption.

10.4.4 Federal I.D. Number and Hawaii General Excise Tax License I.D

Offeror shall submit its current Federal I.D. Number and Hawaii General Excise Tax License I.D. number in the space provided on PROPOSAL 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.

10.5 Confidentiality

- 10.5.1** If an Offeror in good faith considers a portion of an Proposal, or correspondence with the State, to contain confidential information, it shall follow the procedures set forth in Section 4.4 Required Format and Content, Item #6 Confidential, Protected or Proprietary Information. Costs included or required to be included in an Proposal cannot be confidential and will not be withheld from public access.
- 10.5.2** Any Offeror may request the nondisclosure of designated trade secrets or other proprietary data it considers confidential. Such request shall be in writing specifically identifying the information or material asserted to be confidential and the justification for confidential treatment. The request shall be submitted with the submission of the Proposal. The information or material asserted by the Offeror to be confidential to the Offeror shall be clearly marked and be submitted in or with the Proposal in such manner as to be readily separable from the Proposal (or remaining portion of the Proposal) to facilitate public access to and inspection of the non-confidential portion of the Proposal. Total Cost proposals cannot be marked confidential.
- 10.5.3** Pursuant to HAR §3-122-58, the State will consult with the Attorney General regarding an Offeror's request for confidentiality of part of its Proposal. The Attorney General shall determine what portions of the request are confidential under Law and what portions are not, in accordance with HRS Chapter 92F. The State shall communicate the Attorney General's determination to the Offeror in writing. If the request for confidentiality is denied in whole or in part, the information or material deemed to be non-confidential shall be made available as public information unless the Offeror appeals pursuant to HRS § 92F-42(1).

10.6 Redaction by the State

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

10.7 Proposal Objectives

One of the objectives of this RFP is to make proposal preparation easy and efficient, while giving Offerors ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective.

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

When an Offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Offeror has identified as necessary to successfully complete the obligations outlined in this RFP.

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

10.8 Each Offeror to Bear its Own Costs

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

10.9 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 Procurement Officer at:

Procurement Officer
State Department of Transportation
650 Palapala Drive
Kahului, HI 96732

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

of an award or proposed award shall in any event be submitted in writing within five working days after the posting of award of the contract under section HRS §103D-302 or HRS §103D-303, if no request for debriefing has been made, as applicable; provided further that no protest based upon the content of the solicitation shall be considered unless it is submitted in writing prior to the date set for the receipt of proposals.

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

10.10 Notice to Proceed

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

10.11 Contract Execution

The successful Offeror receiving award shall enter into a formal written contract to be signed by the Contractor and returned within ten (10) working days.

No performance or payment bond is required for this contract.

No work is to be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed. The State of 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.

10.12 Liability Insurance

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

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

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

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

Professional Liability shall be required from vendors providing professional services requiring a license to conduct its business such as an engineer, architect, accountant, lawyer, information technology services, etc.

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

- A. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
- B. "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."
- C. "The Contractor will immediately provide written notice to the contracting department or agency should any of the policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration."

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

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

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

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

10.13 SEVERABILITY

Refer to Section 38 of Exhibit 2, 103D General Conditions, Form AG-008.

10.14 Mistakes in Proposals

10.14.1 Mistakes shall not be corrected after award of contract.

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

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

10.14.4 If discussions are not held, or if the best and final proposals 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 proposals 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 proposals 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.

10.15 Modification Prior to Submittal Deadline or Withdrawal of Proposals

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

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

ELECTRIC VEHICLES AND CHARGING INFRASTRUCTURE SERVICES
RFP-20-001-HWYS
PROPOSAL FORM OF-1

Procurement Officer
State of Hawaii, Department of Transportation
650 Palapala Drive
Kahului, Hawaii 96793

Dear Procurement Officer:

The procurement conducted for the specified goods and/or services are pursuant to Hawaii Revised Statutes (HRS) Chapter 103D and its Hawaii Administrative Rules (HAR). The undersigned has carefully read and understands the terms and conditions specified in the Specifications, Special Provisions, General Provisions, dated 07/2017, or as amended, and the AG General Conditions, Form AG-008, as amended, and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) Offeror is declaring that offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) Offeror is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

Sole Proprietor Partnership *Corporation Joint Venture
 Other _____

*State of incorporation: _____

Hawaii General Excise Tax License I.D. No. _____

Federal I.D. No. _____

Payment address

(other than street address below): _____

City, State, Zip Code: _____

Business address (street address): _____

City, State, Zip Code: _____

Respectfully submitted:

(x)

Date:

Authorized (Original) Signature

Telephone No.:

Name and Title (Please Type or Print)

**

Fax No.:

Exact Legal Name of Company (Offeror)

E-mail Address:

**If Offeror is a "dba" or a "division" of a corporation, furnish "dba" or "division" name of the corporation:

**REFERENCES
PROPOSAL FORM OF-2**

List below names, addresses, contact people, telephone numbers, and email addresses of at least two (2) companies and/or government agencies for whom the Offeror has provided or is currently providing identical or similar products and services specified herein.

Reference #1

Name of Company or Government Agency:	
Address:	
Contact Person:	
Telephone Number:	
Email Address:	

Reference #2

Name of Company or Government Agency:	
Address:	
Contact Person:	
Telephone Number:	
Email Address:	

Reference #3

Name of Company or Government Agency:	
Address:	
Contact Person:	
Telephone Number:	
Email Address:	

Exhibit 1: State of Hawaii General Provisions

GENERAL PROVISIONS
FOR
GOODS AND SERVICES

HAWAII REVISED STATUTES (HRS)
CHAPTER 103D

Attached are the General Provisions, dated July 2017 which are made a part of all offers in response to the solicitation for goods and services. These provisions are in addition to the special provisions provided in the individual solicitations.

Offerors are cautioned to read and understand all the terms and conditions contained in the General Provisions as these provisions will also be made part of the contract for goods and services.

**GENERAL PROVISIONS
FOR
GOODS AND SERVICES**

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1. DEFINITIONS OF TERMS

Terms as used in these General Provisions, unless the context requires otherwise, shall have the following meaning:

(a) BID

Bid means any offer submitted in competitive sealed bidding or in the second phase of multi-step bidding.

(b) BID PROPOSAL GUARANTY OR SECURITY

The security when required, furnished by an offeror with his offer to ensure that the offeror will enter into the contract with the STATE and execute the required contract and payment bonds covering the work contemplated, if his offer is accepted.

(c) CONTRACT

Contract means the combination of the solicitation, including the instructions to offerors, the specifications or scope of work, the special provisions, and the general terms and conditions; the offer and any best and final offers; and any amendments to the solicitation or to the contract; and any terms implied by law.

(d) CONTRACT BOND

The approved form of security furnished by the CONTRACTOR and his surety or sureties or by the CONTRACTOR alone, to ensure completion and satisfactory performance of the contract in accordance with the terms of the contract and to guarantee full payment of all claims for labor, materials and supplies furnished, used or incorporated in the work.

(e) CONTRACTOR

An individual, partnership, firm, corporation, joint venture or other legal entity undertaking the execution of work under the terms of the contract with the STATE and acting directly or through his, their or its agents, employees or sub-contractors.

(f) DAYS

Days mean calendar days unless otherwise specified.

(g) GENERAL CONDITIONS

General Conditions issued by the Department of the Attorney General of the State of Hawaii, referred to as Form AG-008, as revised, and included in solicitations by reference. The applicable revised Form AG-008, which is included by reference, is the form dated and in effect at the date the solicitation is issued.

(h) GENERAL PROVISIONS

General Provisions are standard terms and conditions.

(i) HAR

Hawaii Administrative Rules

(j) HEAD OF THE PURCHASING AGENCY

The head of any agency with delegated procurement authority by law or from a chief procurement officer of this STATE to enter into and, administer contracts.

(k) HRS

Hawaii Revised Statutes

(l) IFB

Invitation for Bids

(m) OFFER

An offer means a bid or proposal as defined in sections 1a and 1p, in response to any solicitation.

(n) OFFEROR

Any individual, partnership, firm, corporation, joint venture or other legal entity, submitting directly or through a duly authorized representative or agent, an offer for the work or services contemplated in response to a solicitation as defined in 1s.

(o) PROCUREMENT OFFICER

Procurement officer means the person with procurement delegation duly authorized to enter into and administer contracts and make written determinations with respect to the contract. The term includes an authorized representative acting within the limits of authority. The delegated authority is received from the chief procurement officer directly or through the head of a purchasing agency or designee to the procurement officer.

(p) PROPOSAL

A proposal means any offer submitted in response to any solicitation, except a bid as defined in section 1a.

(q) PURCHASING AGENCY

Purchasing agency means any governmental body which is authorized by law or rules, or by way of delegation to enter into contracts for procurement of goods, services, or construction.

(r) RFQ

Request for Quotes

(s) RFP

Request for Proposals

(t) SOLICITATION

Solicitation means an invitation for bids ("IFB"), used in the competitive sealed bidding process, a request for quotes ("RFQ") used in the small purchases process, or a request for proposals ("RFP"), used in the competitive sealed

proposal process for the purpose of obtaining quotes, bids or proposals to perform a STATE contract.

(u) SPECIAL PROVISIONS

The terms and conditions pertaining to the specific solicitation in which they are contained and in addition to these General Provisions; including but not limited to terms and conditions describing the preparation of solicitations, evaluation of offers, determination of award, plus those applicable to performance by the CONTRACTOR.

Additions or revisions to the General Provisions, which shall be considered a part of the General Provisions, setting forth conditions or requirements applicable to the particular project or contract under consideration shall be included in the Special Provisions. Should any Special Provisions conflict with these General Provisions, said Special Provisions shall govern.

(v) SPECIFICATIONS

A description of what the purchasing agency requires and, consequently, what an offeror must offer to be considered for award.

(w) STATE

STATE means the State of Hawaii, it's remaining departments of the executive branch and all governmental bodies administratively attached to it, excluding the judiciary, the legislature, the department of education, University of Hawaii, the division of community hospitals, and the office of Hawaiian affairs, except where specifically included in any particular solicitation.

(x) SURETY

The individual, firm, partnership or corporation other than the CONTRACTOR, which executes a bond with and for the CONTRACTOR to ensure the CONTRACTOR's acceptable performance of the contract.

(y) WORK

The furnishing by the CONTRACTOR of all labor, services, materials, equipment, and other incidentals necessary for the satisfactory performance of the contract.

2. COMPETENCY OF OFFEROR

Prospective offeror must be capable of performing the work for which proposals are being called. Either before or after the deadline for an offer, the purchasing agency may require offeror to submit answers to questions regarding facilities, equipment, experience, personnel, financial status or any other factors relating to the ability of the offeror to furnish satisfactorily the goods or services being solicited by the STATE. Any such inquiries shall be made and replied to in writing; replies shall be submitted over the signatures of the person who signs the proposal. Any offeror who refuses to answer such inquiries will be considered non-responsive.

The purchasing agency reserves the right to visit an offeror's place of business to inspect its facilities and equipment and to observe its methods of operation in order to facilitate evaluation of performance capabilities.

3. PROPOSAL INCORPORATES SOLICITATION

The solicitation, including the AG's General Conditions, Specifications, General Provisions and any Special Provisions, and other documents referenced in or attached to the solicitation shall be considered a part of the proposal whether attached to the solicitation or not at the time of its submission. Such documents shall not be altered in any way when the proposal is submitted and any alterations so made by the offeror may be cause for rejection of the proposal.

4. PREPARATION OF PROPOSAL

An offeror may submit only one proposal in response to a solicitation. If an offeror submits more than one proposal in response to a solicitation, then all such proposals shall be rejected. Similarly, an offeror may submit only one proposal for each line item (if any) of a solicitation. If an offeror submits more than one proposal per line item, then all proposals for that line item shall be rejected.

Competing subsidiary or jointly-owned companies may submit bids or proposals and these may be accepted for evaluation and award if such companies submit with their bids or proposals a certificate of non-collusion, sworn to before a notary, which acknowledges that the offer is without collusion.

Unless otherwise specified in the solicitation, all prices shall include applicable Federal, state and local taxes. Any illegible or otherwise unrecognizable price offer shall cause automatic rejection of the offer.

Proposals submitted in response to an IFB or RFP shall be signed in ink in the space provided on the bid or proposal page by (1) the owner of a sole proprietorship, (2) one or more members of a partnership, (3) one or more members or officers of each firm representing a joint venture, (4) one or more officers of a corporation, or (5) an agent of the offeror duly authorized to submit proposals on the offeror's behalf.

5. LATE PROPOSALS, LATE WITHDRAWALS, AND LATE MODIFICATIONS

Any notice of withdrawal, notice of modification of an proposal with the actual modification, or any proposal received at the place designated for receipt and opening of an proposal after the time and date set for receipt and opening of proposals is late. A late proposal, late modification, or late withdrawal shall not be considered late if received before contract award and would have been timely but for the action or inaction of personnel within the procurement activity. A late proposal or late modification that will not be considered for award shall be returned to the bidder unopened as soon as practicable and accompanied by a letter from the procurement activity stating the reason for its return. A late withdrawal request shall be responded to with a statement of the reason for non-acceptance of the withdrawal.

6. DISQUALIFICATION OF OFFERORS

An offeror shall be disqualified and his proposal automatically rejected for any one of the following reasons: proof of collusion, in which case, all offers involved in the collusive action will be rejected and any participant to such collusion will be barred from future solicitations until reinstated; or offeror's delivery of the offer after the deadline specified in the public notice calling for proposals, or as amended.

An offeror may be disqualified and his offer rejected for any one or more of the following

reasons: offeror's lack of responsibility and cooperation as shown by past work or services; offeror's being in arrears on existing contracts with the STATE or having defaulted on previous contracts; offeror's lack of proper equipment and/or sufficient experience to perform the work contemplated; offeror does not possess proper license to cover the type of work contemplated, if required; or offeror's failure to pay, or satisfactorily settle, all bills overdue for labor and material on former STATE contracts at the time of issuance of solicitation.

7. IRREGULAR OFFERS

Offers will be considered irregular and shall be rejected for the following reasons including but not limited to the following: if the offer is unsigned by the offeror, unless otherwise specified in the solicitation; if the required offer guaranty received separately from the offer is not identifiable as guaranty for a specific offer, or is received after the date and time set for the opening; if the required offer guaranty is not in accordance with the solicitation; if the offeror or surety fails to sign the surety bond submitted as offer guaranty; if offeror fails to use the surety bond form furnished by the STATE or identical wording contained in the said form when submitting a surety bond as proposal guaranty; if the offer shows any non-compliance with applicable law or contains any unauthorized additions or deletions, conditioned, incomplete, or irregular or is in anyway making the proposal incomplete, indefinite, or ambiguous as to its meaning; or unbalanced offers in which the price for any item is obviously out of proportion to the prices for other items.

8. STANDARDS OF CONDUCT

All offerors should be certain that their offer is not in violation of HRS §84-15. This section provides as follows:

- (a) A state agency shall not enter into any contract to procure or dispose of goods or services, or for construction, with a legislator, an employee, or a business in which a legislator or an employee has a controlling interest, involving services or property of a value in excess of \$10,000 unless:
 - (1) The contract is awarded by competitive sealed bidding pursuant to section 103D-302;
 - (2) The contract is awarded by competitive sealed proposal pursuant to section 103D-303; or
 - (3) The agency posts a notice of its intent to award the contract and files a copy of the notice with the state ethics commission at least ten days before the contract is awarded.
- (b) A state agency shall not enter into a contract with any person or business which is represented or assisted personally in the matter by a person who has been an employee of the agency within the preceding two years and who participated while in state office or employment in the matter with which the contract is directly concerned. This subsection shall not apply to any contract that is awarded in accordance with subsection (c) with a person or business represented or assisted by a person who was a member of a task force or served as the designee or representative of a task force member.

9. CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

Unless otherwise specified in the solicitation, a legislative body has appropriated the funds for this contract.

Therefore, if awarded a contract in response to this solicitation, offeror agrees to comply with Section 11-355, HRS, which states that campaign contributions are prohibited from a State and county government contractor during the term of the contract if the contractor is paid with funds appropriated by a legislative body.

10. ACCEPTANCE OF OFFER

- (a) Acceptance of offer, if any, will be made within sixty calendar days after the opening of offers, and the prices quoted by the offeror shall remain firm for the sixty-day period. Unless otherwise provided, each individual item or group of items will be awarded to the responsive and responsible offeror whose offer complies with all the solicitation requirements. In determining the responsive and responsible offeror, offers will be evaluated not only on the amounts thereof, but on all factors relating to the satisfactory performance of the contract. Products or servicing capabilities must be of a quality and nature that will meet the needs and purposes of the intended use and must conform to all requirements prescribed in the specifications. The offeror must have the ability to perform as called for in the contract terms. The STATE shall be the sole judge of product or vendor capability. The successful vendor will be notified by letter that the offer has been accepted and that the vendor is being awarded the contract.
- (b) If the offer is rejected or if the vendor to whom the contract was awarded fails to enter into the contract and furnish satisfactory security, if applicable, the purchasing agency may, at their discretion, award the contract to the next lowest or remaining responsible offeror or may publish another call for offers; provided in the case of only one remaining responsible offeror, the head of a purchasing agency may negotiate with such bidder to reduce the scope of work, if available funds are exceeded, and to award the contract at a price which reflects the reduction in the scope of work.
- (c) The head of a purchasing agency further reserves the right to cancel the contract award at any time prior to execution of said contract by all parties, without any liability to the awardee and to any other offeror.

11. CONTRACT BOND

- (a) The requirement for contract performance and payment bonds, if any, shall be stated in the Special Provisions of the solicitation.
- (b) When required by the Special Provisions, a performance bond and a payment bond shall be delivered by the CONTRACTOR to the STATE at the same time the executed contract is delivered. Each amount of the performance and payment bonds shall not exceed fifty per cent of the amount of the contract price; provided, for contracts where contract price cannot be determined at the time of award, the amounts of the bonds shall be as stated in the solicitation.
- (c) The acceptable performance and payment bonds are the same as the acceptable bid or proposal security deposit specified in the solicitation. If a surety bond is submitted for either the performance or payment bond, in addition to the form prescribed, a power of attorney for the surety's attorney-in-fact executing the bond shall be provided.

12. FAILURE TO EXECUTE CONTRACT

If the offeror to whom a contract is awarded shall fail or neglect to enter into the contract, and to furnish satisfactory security as required by Section 12 within ten days after such award or within such further time as the procurement officer may allow, the purchasing agency shall pay the amount of offeror's proposal guaranty, as required in the solicitation, into the State Treasury as a realization of the STATE. The procurement officer may thereupon award the contract to the next lowest responsible offeror or may call for new offers, whichever method he may deem is in the best interest of the STATE.

13. RETURN OF OFFER GUARANTIES

All offer guaranties submitted as required by subchapter 24, chapter 3-122, HAR, shall be retained until the successful offeror enters into contract and furnishes satisfactory security or if the contract is not awarded or entered into, until the procurement officer's determination is made to cancel the solicitation. At such time, all offer guaranties, except surety bonds, will be returned.

14. PAYMENT

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

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

15. DELIVERY EXTENSIONS

In the case of contracts for the purchase of goods, the delivery date or the maximum number of days for delivery will be specified by the STATE in its solicitation requirements, and all goods must be delivered with the time specified. However, the CONTRACTOR will not be held responsible for delay due to fire, flood, riot, labor disturbances, war, shortage of transportation, act of God or other reason beyond his control, provided that he notifies the STATE of such delay and the reason therefore as soon as practicable after its occurrence and requests extension prior to the specified date of delivery. Requests for extension of time shall be accompanied by documents such as the CONTRACTOR's purchase order, manufacturer's acknowledgement, shipping manifest, and any other documents substantiating that the causes for delay were beyond the control of the CONTRACTOR. The STATE shall be the sole judge of whether such delay is truly beyond the control of the CONTRACTOR and whether extension will be granted. The STATE reserves the right to terminate the contract or to assess liquidated damages, if provided for in the contract, for delays not covered by specific authorized extension.

16. PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out any of the provisions of the contract or in exercising any power or authority granted to them by the contract, there shall be no liability upon the procurement officer or his authorized representatives, either personally or as officials of the STATE, it being understood that in such matters, they act solely as agents and representatives of the STATE.

Exhibit 2: State of Hawaii AG General Conditions

GENERAL CONDITIONS

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GENERAL CONDITIONS

1. Coordination of Services by the STATE. The head of the purchasing agency ("HOPA") (which term includes the designee of the HOPA) shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Contract. The CONTRACTOR shall maintain communications with HOPA at all stages of the CONTRACTOR'S work, and submit to HOPA for resolution any questions which may arise as to the performance of this Contract. "Purchasing agency" as used in these General Conditions means and includes any governmental body which is authorized under chapter 103D, HRS, or its implementing rules and procedures, or by way of delegation, to enter into contracts for the procurement of goods or services or both.
2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
 - a. In the performance of services required under this Contract, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE'S opinion, the services are being performed by the CONTRACTOR in compliance with this Contract. Unless otherwise provided by special condition, it is understood that the STATE does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the STATE.
 - b. The CONTRACTOR and the CONTRACTOR'S employees and agents are not by reason of this Contract, agents or employees of the State for any purpose, and the CONTRACTOR and the CONTRACTOR'S employees and agents shall not be entitled to claim or receive from the State any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.
 - c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR'S performance under this Contract. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR'S employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR'S employees or agents in the course of their employment.
 - d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.
 - e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 103D-328, HRS, and paragraph 17 of these General Conditions.
 - f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR'S employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

- g. The CONTRACTOR shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- h. The CONTRACTOR shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- i. In lieu of the above certificates from the Department of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, the CONTRACTOR may submit proof of compliance through the State Procurement Office's designated certification process.

3. Personnel Requirements.

- a. The CONTRACTOR shall secure, at the CONTRACTOR'S own expense, all personnel required to perform this Contract.
- b. The CONTRACTOR shall ensure that the CONTRACTOR'S employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

5. Conflicts of Interest. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR'S performance under this Contract.

6. Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR'S duties, obligations, or interests under this Contract and no such assignment or subcontract shall be effective unless (i) the CONTRACTOR obtains the prior written consent of the STATE, and (ii) the CONTRACTOR'S assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR'S assignee or subcontractor have been paid. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR'S right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in section 40-58, HRS.

a. Recognition of a successor in interest. When in the best interest of the State, a successor in interest may be recognized in an assignment contract in which the STATE, the CONTRACTOR and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:

- (1) The Assignee assumes all of the CONTRACTOR'S obligations;
- (2) The CONTRACTOR remains liable for all obligations under this Contract but waives all rights under this Contract as against the STATE; and
- (3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.

b. Change of name. When the CONTRACTOR asks to change the name in which it holds this Contract with the STATE, the procurement officer of the purchasing agency (hereinafter referred to as the "Agency procurement officer") shall, upon receipt of a document acceptable or satisfactory to the

Agency procurement officer indicating such change of name (for example, an amendment to the CONTRACTOR'S articles of incorporation), enter into an amendment to this Contract with the CONTRACTOR to effect such a change of name. The amendment to this Contract changing the CONTRACTOR'S name shall specifically indicate that no other terms and conditions of this Contract are thereby changed.

- c. Reports. All assignment contracts and amendments to this Contract effecting changes of the CONTRACTOR'S name or novations hereunder shall be reported to the chief procurement officer (CPO) as defined in section 103D-203(a), HRS, within thirty days of the date that the assignment contract or amendment becomes effective.
 - d. Actions affecting more than one purchasing agency. Notwithstanding the provisions of subparagraphs 6a through 6c herein, when the CONTRACTOR holds contracts with more than one purchasing agency of the State, the assignment contracts and the novation and change of name amendments herein authorized shall be processed only through the CPO's office.
7. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.
 8. Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party 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.
 9. Liquidated Damages. When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 13 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the STATE the amount, if any, set forth in this Contract per calendar day from the date set for cure until either (i) the STATE reasonably obtains similar goods or services, or both, if the CONTRACTOR is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR'S delay or nonperformance is excused under paragraph 13d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR remains liable for damages caused other than by delay.
 10. STATE'S Right of Offset. The STATE may offset against any monies or other obligations the STATE owes to the CONTRACTOR under this Contract, any amounts owed to the State of Hawaii by the CONTRACTOR under this Contract or any other contracts, or pursuant to any law or other obligation owed to the State of Hawaii by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The STATE will notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed to the State of Hawaii shall not include debts or obligations which have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii, provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.
 11. Disputes. Disputes shall be resolved in accordance with section 103D-703, HRS, and chapter 3-126, Hawaii Administrative Rules ("HAR"), as the same may be amended from time to time.
 12. Suspension of Contract. The STATE reserves the right at any time and for any reason to suspend this Contract for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.
 - a. Order to stop performance. The Agency procurement officer may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Contract. This order shall be for a specified

period not exceeding sixty (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Stop performance orders shall include, as appropriate: (1) A clear description of the work to be suspended; (2) Instructions as to the issuance of further orders by the CONTRACTOR for material or services; (3) Guidance as to action to be taken on subcontracts; and (4) Other instructions and suggestions to the CONTRACTOR for minimizing costs. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and suspend all performance under this Contract at the time stated, provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the Agency procurement officer shall either:

- (1) Cancel the stop performance order; or
- (2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Contract.

b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified in writing accordingly, if:

- (1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Contract; and
- (2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided that, if the Agency procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.

c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.

d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

13. Termination for Default.

a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency procurement officer may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Agency procurement officer, such officer may terminate the CONTRACTOR'S right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency procurement officer may procure similar goods or services in a manner and upon the terms deemed appropriate by the Agency procurement officer. The CONTRACTOR shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

b. CONTRACTOR'S duties. Notwithstanding termination of the Contract and subject to any directions from the Agency procurement officer, the CONTRACTOR shall take timely, reasonable, and

necessary action to protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest.

- c. Compensation. Payment for completed goods and services delivered and accepted by the STATE shall be at the price set forth in the Contract. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Agency procurement officer. If the parties fail to agree, the Agency procurement officer shall set an amount subject to the CONTRACTOR'S rights under chapter 3-126, HAR. The STATE may withhold from amounts due the CONTRACTOR such sums as the Agency procurement officer deems to be necessary to protect the STATE against loss because of outstanding liens or claims and to reimburse the STATE for the excess costs expected to be incurred by the STATE in procuring similar goods and services.
- d. Excuse for nonperformance or delayed performance. The CONTRACTOR shall not be in default by reason of any failure in performance of this Contract in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency procurement officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods and services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Contract. Upon request of the CONTRACTOR, the Agency procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR'S progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the STATE under this Contract. As used in this paragraph, the term "subcontractor" means subcontractor at any tier.
- e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR'S right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 13d, "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 14.
- f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

14. Termination for Convenience.

- a. Termination. The Agency procurement officer may, when the interests of the STATE so require, terminate this Contract in whole or in part, for the convenience of the STATE. The Agency procurement officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.
- b. CONTRACTOR'S obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR will stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance subject to the STATE'S approval. The Agency procurement officer may direct the CONTRACTOR to assign the CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to the STATE. The CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.

- c. Right to goods and work product. The Agency procurement officer may require the CONTRACTOR to transfer title and deliver to the STATE in the manner and to the extent directed by the Agency procurement officer:

- (1) Any completed goods or work product; and
- (2) The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Contract.

The CONTRACTOR shall, upon direction of the Agency procurement officer, protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest. If the Agency procurement officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that the STATE has breached the Contract by exercise of the termination for convenience provision.

- d. Compensation.

- (1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the cost or pricing data, submitted to the extent required by chapter 3-122, HAR, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Agency procurement officer may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph 14d(3) below.
- (2) The Agency procurement officer and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by the STATE, the proceeds of any sales of goods and manufacturing materials under subparagraph 14c, and the Contract price of the performance not terminated.
- (3) Absent complete agreement under subparagraph 14d(2) the Agency procurement officer shall pay the CONTRACTOR the following amounts, provided payments agreed to under subparagraph 14d(2) shall not duplicate payments under this subparagraph for the following:
 - (A) Contract prices for goods or services accepted under the Contract;
 - (B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
 - (C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subparagraph 14b. These costs must not include costs paid in accordance with subparagraph 14d(3)(B);
 - (D) The reasonable settlement costs of the CONTRACTOR, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the

total Contract price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph 14d(2), and the contract price of performance not terminated.

- (4) Costs claimed, agreed to, or established under subparagraphs 14d(2) and 14d(3) shall be in accordance with Chapter 3-123 (Cost Principles) of the Procurement Rules.

15. Claims Based on the Agency Procurement Officer's Actions or Omissions.

a. Changes in scope. If any action or omission on the part of the Agency procurement officer (which term includes the designee of such officer for purposes of this paragraph 15) requiring performance changes within the scope of the Contract constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Contract in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- (1) Written notice required. The CONTRACTOR shall give written notice to the Agency procurement officer:

- (A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;

- (B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or

- (C) Within such further time as may be allowed by the Agency procurement officer in writing.

- (2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Agency procurement officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency procurement officer;

- (3) Basis must be explained. The notice required by subparagraph 15a(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and

- (4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the Agency procurement officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the STATE, justifying the claimed additional costs or an extension of time in connection with such changes.

b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or laws precluding any state officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Contract.

c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

16. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Contract shall be subject to chapter 3-123 (Cost Principles), HAR, and the following guidelines:

- a. Reimbursement for air transportation shall be for actual cost or coach class air fare, whichever is less.
- b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.
- c. Unless prior written approval of the HOPA is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for inter-island or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.

17. Payment Procedures; Final Payment; Tax Clearance.

- a. Original invoices required. All payments under this Contract shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Contract have been performed by the CONTRACTOR according to the Contract.
- b. Subject to available funds. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Further, all payments shall be made in accordance with and subject to chapter 40, HRS.
- c. Prompt payment.
 - (1) Any money, other than retainage, paid to the CONTRACTOR shall be disbursed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and
 - (2) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.
- d. Final payment. Final payment under this Contract shall be subject to sections 103-53 and 103D-328, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid. Further, in accordance with section 3-122-112, HAR, CONTRACTOR shall provide a certificate affirming that the CONTRACTOR has remained in compliance with all applicable laws as required by this section.

18. Federal Funds. If this Contract is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Contract to be payable from federal funds, the CONTRACTOR shall be paid only from such funds received from the federal government, and shall not be paid from any other funds. Failure of the STATE to receive anticipated federal funds shall not be considered a breach by the STATE or an excuse for nonperformance by the CONTRACTOR.

19. Modifications of Contract.

- a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the CONTRACTOR and the STATE, provided that change orders shall be made in accordance with paragraph 20 herein.
- b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract shall be permitted.

- c. Agency procurement officer. By written order, at any time, and without notice to any surety, the Agency procurement officer may unilaterally order of the CONTRACTOR:
 - (A) Changes in the work within the scope of the Contract; and
 - (B) Changes in the time of performance of the Contract that do not alter the scope of the Contract work.
 - d. Adjustments of price or time for performance. If any modification increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, an adjustment shall be made and this Contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Contract or as negotiated.
 - e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written modification of the Contract is not made prior to final payment under this Contract.
 - f. Claims not barred. In the absence of a written contract modification, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Contract or for a breach of contract.
 - g. Head of the purchasing agency approval. If this is a professional services contract awarded pursuant to section 103D-303 or 103D-304, HRS, any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract which increases the amount payable to the CONTRACTOR by at least \$25,000.00 and ten per cent (10%) or more of the initial contract price, must receive the prior approval of the head of the purchasing agency.
 - h. Tax clearance. The STATE may, at its discretion, require the CONTRACTOR to submit to the STATE, prior to the STATE'S approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid.
 - i. Sole source contracts. Amendments to sole source contracts that would change the original scope of the Contract may only be made with the approval of the CPO. Annual renewal of a sole source contract for services should not be submitted as an amendment.
20. Change Order. The Agency procurement officer may, by a written order signed only by the STATE, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:
- (1) Drawings, designs, or specifications, if the goods or services to be furnished are to be specially provided to the STATE in accordance therewith;
 - (2) Method of delivery; or
 - (3) Place of delivery.
- a. Adjustments of price or time for performance. If any change order increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, an adjustment shall be made and the Contract modified in writing accordingly. Any adjustment in the Contract price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Contract. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Contract as changed, provided that the Agency procurement officer promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By

proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or any extension of time for completion.

- b. Time period for claim. Within ten (10) days after receipt of a written change order under subparagraph 20a, unless the period is extended by the Agency procurement officer in writing, the CONTRACTOR shall respond with a claim for an adjustment. The requirement for a timely written response by CONTRACTOR cannot be waived and shall be a condition precedent to the assertion of a claim.
- c. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if a written response is not given prior to final payment under this Contract.
- d. Other claims not barred. In the absence of a change order, nothing in this paragraph 20 shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under the Contract or for breach of contract.

21. Price Adjustment.

- a. Price adjustment. Any adjustment in the contract price pursuant to a provision in this Contract shall be made in one or more of the following ways:
 - (1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (2) By unit prices specified in the Contract or subsequently agreed upon;
 - (3) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;
 - (4) In such other manner as the parties may mutually agree; or
 - (5) In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126, HAR.
- b. Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of chapter 3-122, HAR.

22. Variation in Quantity for Definite Quantity Contracts. Upon the agreement of the STATE and the CONTRACTOR, the quantity of goods or services, or both, if a definite quantity is specified in this Contract, may be increased by a maximum of ten per cent (10%); provided the unit prices will remain the same except for any price adjustments otherwise applicable; and the Agency procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

23. Changes in Cost-Reimbursement Contract. If this Contract is a cost-reimbursement contract, the following provisions shall apply:

- a. The Agency procurement officer may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of the Contract in any one or more of the following:
 - (1) Description of performance (Attachment 1);
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.);
 - (3) Place of performance of services;

- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the STATE in accordance with the drawings, designs, or specifications;
 - (5) Method of shipment or packing of supplies; or
 - (6) Place of delivery.
 - b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance of, any part of the performance under this Contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this Contract, the Agency procurement officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Contract accordingly.
 - c. The CONTRACTOR must assert the CONTRACTOR'S rights to an adjustment under this provision within thirty (30) days from the day of receipt of the written order. However, if the Agency procurement officer decides that the facts justify it, the Agency procurement officer may receive and act upon a proposal submitted before final payment under the Contract.
 - d. Failure to agree to any adjustment shall be a dispute under paragraph 11 of this Contract. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Contract as changed.
 - e. Notwithstanding the terms and conditions of subparagraphs 23a and 23b, the estimated cost of this Contract and, if this Contract is incrementally funded, the funds allotted for the performance of this Contract, shall not be increased or considered to be increased except by specific written modification of the Contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract.
24. Confidentiality of Material.
- a. All material given to or made available to the CONTRACTOR by virtue of this Contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.
 - b. All information, data, or other material provided by the CONTRACTOR to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.
25. Publicity. The CONTRACTOR shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, including the HOPA, the CPO, the Agency procurement officer, or to the services or goods, or both, provided under this Contract, in any of the CONTRACTOR'S brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts with the CONTRACTOR about the subject matter of this Contract shall be referred to the Agency procurement officer.
26. 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 CONTRACTOR pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this 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 CONTRACTOR pursuant to this Contract.
27. Liens and Warranties. Goods provided under this Contract shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Contract documents, whichever are greater.

28. Audit of Books and Records of the CONTRACTOR. The STATE may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor, or prospective subcontractor which are related to:
- a. The cost or pricing data, and
 - b. A state contract, including subcontracts, other than a firm fixed-price contract.

29. Cost or Pricing Data. Cost or pricing data must be submitted to the Agency procurement officer and timely certified as accurate for contracts over \$100,000 unless the contract is for a multiple-term or as otherwise specified by the Agency procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for contracts awarded pursuant to competitive sealed bid procedures.

If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the STATE is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.

30. Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the STATE may require an audit of cost or pricing data.

31. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

32. Antitrust Claims. The STATE and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.

33. Patented Articles. The CONTRACTOR shall defend, indemnify, and hold harmless the STATE, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this Contract. The CONTRACTOR shall be solely responsible for correcting or curing to the satisfaction of the STATE any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the STATE a substitute article, process, or appliance acceptable to the STATE, (b) paying royalties or other required payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.

34. Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.
35. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR'S performance of this Contract.
36. Conflict Between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the procurement rules, the procurement rules in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
37. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the CONTRACTOR relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the CONTRACTOR other than as set forth or as referred to herein.
38. Severability. In the event that any provision of this 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 this Contract.
39. Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE'S right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the procurement rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE'S rights or the CONTRACTOR'S obligations under the procurement rules or statutes.
40. Pollution Control. If during the performance of this Contract, the CONTRACTOR encounters a "release" or a "threatened release" of a reportable quantity of a "hazardous substance," "pollutant," or "contaminant" as those terms are defined in section 128D-1, HRS, the CONTRACTOR shall immediately notify the STATE and all other appropriate state, county, or federal agencies as required by law. The Contractor shall take all necessary actions, including stopping work, to avoid causing, contributing to, or making worse a release of a hazardous substance, pollutant, or contaminant, and shall promptly obey any orders the Environmental Protection Agency or the state Department of Health issues in response to the release. In the event there is an ensuing cease-work period, and the STATE determines that this Contract requires an adjustment of the time for performance, the Contract shall be modified in writing accordingly.
41. Campaign Contributions. The CONTRACTOR is hereby notified of the applicability of 11-355, HRS, which states that campaign contributions are prohibited from specified state or county government contractors during the terms of their contracts if the contractors are paid with funds appropriated by a legislative body.
42. Confidentiality of Personal Information.
- a. Definitions.
- "Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:
- (1) Social security number;
 - (2) Driver's license number or Hawaii identification card number; or

- (3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

"Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

b. Confidentiality of Material.

- (1) All material given to or made available to the CONTRACTOR by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the CONTRACTOR and shall not be disclosed without the prior written approval of the STATE.
- (2) CONTRACTOR agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.
- (3) CONTRACTOR agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.
- (4) CONTRACTOR shall report to the STATE in a prompt and complete manner any security breaches involving personal information.
- (5) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR because of a use or disclosure of personal information by CONTRACTOR in violation of the requirements of this paragraph.
- (6) CONTRACTOR shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by CONTRACTOR on behalf of the STATE.

c. Security Awareness Training and Confidentiality Agreements.

- (1) CONTRACTOR certifies that all of its employees who will have access to the personal information have completed training on security awareness topics relating to protecting personal information.
- (2) CONTRACTOR certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:
 - (A) The personal information collected, used, or maintained by the CONTRACTOR will be treated as confidential;
 - (B) Access to the personal information will be allowed only as necessary to perform the Contract; and
 - (C) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

d. Termination for Cause. In addition to any other remedies provided by this Contract, if the STATE learns of a material breach by CONTRACTOR of this paragraph by CONTRACTOR, the STATE may at its sole discretion:

- (1) Provide an opportunity for the CONTRACTOR to cure the breach or end the violation; or
- (2) Immediately terminate this Contract.

In either instance, the CONTRACTOR and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

e. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

Exhibit 3: Electric Vehicle and Charging Infrastructure Requirements

A. SPECIFIC REQUIREMENTS

1. Battery Electric Vehicles

a. Model

Sedan 4-door or Sedan 5-door (5 Passenger minimum)

b. Minimum Requirements

- (1) Zero tailpipe emissions
- (2) 100% electric – no gasoline required
- (3) Range – 215 miles/full charge
- (4) Five (5) passengers, four (4) doors or five (5) doors

c. Standard Equipment

- (1) Air bags, dual front
- (2) Air conditioning, front
- (3) Brakes, antilock
- (4) Brakes, regenerative
- (5) Carpet, Floor and trunk
- (6) Cruise Control
- (7) Door locks, power
- (8) Entry system, keyless remote control, 2 per vehicle
- (9) Floor mats
- (10) Locks, power
- (11) Mirrors, dual manual
- (12) Bluetooth Radio
- (13) Seat, 4-way (or more) manual bucket driver seat
- (14) Seat, 2-way (or more) manual bucket front passenger seat
- (15) Seat, height-adjustable front and rear head restraints
- (16) Steering, power
- (17) Steering wheel, tilt
- (18) Tire, pressure monitor
- (19) Transmission, automatic
- (20) Windows, power
- (21) W/S Wipers, front
- (22) Onboard eco gauge to display battery life and remaining range
- (23) Level II charging ports (220V) with J1772 (UL compliant)

(24) Portable Level I cordset (to connect the J1772 vehicle port to a 110V outlet)

d. Range Requirements

Minimum 215 miles range per full battery charge (Based on www.fueleconomy.gov)

e. Exterior Color

Factory standard. Departments reserve the right to choose from available factory standard colors during the ordering process.

f. Interior Color

Factory standard

g. FOB Point

The purchasing Department's point of destination (State-wide) as determined in each Service Addendum.

h. Safety

Each vehicle delivered shall conform to the Federal Motor Vehicle Safety Standards (FMVSS).

i. Optional Requirements

(1) LED Hazard/Safety light bar/beacon.

(2) State Seal (to be provided by State)

2. Charging Infrastructure

a. Standard Compliance

Standard product compliance for Level I, Level II and Level III shall be as stated below. If there is a conflict between any stated requirements and the SAE, NEC and UL standards listed, the more stringent requirements, providing the greatest value to the participating agencies, shall prevail. Each electric vehicle charging station must meet the following specifications:

- Level II connector complies with Society of Automotive Engineers (SAE) J-1772 standards and applicable NEC
- Validated and certified by Underwriters Laboratories (UL) 2594 or equivalent NRTL certification.
- Compliant with NFPA 70, National Electrical Code (NEC) Article 625
- Compliant with FCC Part 15A for commercial devices.
- Compliant with 2010 ADA standards for access and reachability, including height and access features